Agenda
Meeting of the Municipal Council
Wednesday, June 11, 2025
REGULAR MEETING 6:00 PM

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

2025-255 Resolution Authorizing a Meeting Which Excludes the Public

A. Contract Negotiations

1. 574 Cookman Plan Amendment

B. Litigation

1. The Lake Group AP, LLC. Vs. City of Asbury Park

C. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

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

Special Event Applications:

Items to be Presented:

Matters from City Council

Matters from City Manager

Matters from City Attorney

1. Presentation of Fourth Round Affordable Housing Plan by Beth McManus, PP, AICP

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting May 28, 2025 4:00 PM
- Municipal Council - Regular Meeting - May 28, 2025 6:00 PM

C. Consent Agenda Resolutions

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

2025-256 Resolution Approving 2025-2026 Alcoholic Beverage Control License for PF, LLC d/b/a/ Garcia Liquors/Tapatia in the City of Asbury Park, County of Monmouth, New Jersey

2025-257 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Akshay Enterprises-d/b/a/ Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey

2025-258 Resolution Approving 2025-2026 Alcoholic Beverage Control License for 601-603 Liquor License Partnership, LLC, -d/b/a/ Barrio Costero in the City of Asbury Park, County of Monmouth, New Jersey

2025-259 Resolution Approving 2025-2026 Alcoholic Beverage Control License For Asbury Pub , LLC-D/B/A Homesick In The City Of Asbury Park, County Of Monmouth, New Jersey

2025-260 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Ohana Kitschen Company-d/b/a/ The Break, Low Dive, Aloha Market in the City of Asbury Park, County of Monmouth, New Jersey

2025-261 Resolution Approving 2025-2026 Alcoholic Beverage Control License for 1101 Ocean Ave Venture, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2025-262 Resolution Approving 2025-2026 Liquor License Renewal for 1303-33-013-002 Asbury Landmark Liquor LLC (Pocket)

2025-263 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Cookman Restaurant Group, LLC d/b/a/ Cross & Orange in the City of Asbury Park, County of Monmouth, New Jersey

2025-264 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Pettibone Paradise, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2025-265 Resolution Approving 2025-2026 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

2025-266 Resolution Approving 2025-2026 Alcoholic Beverage Control License for AP Restaurant II-d/b/a/ Watermark in the City of Asbury Park, County of Monmouth, New Jersey

2025-267 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Stone Pony Liquor License , LLC-d/b/a/ The Stone Pony in the City of Asbury Park, County of Monmouth, New Jersey

2025-268 Resolution Approving 2025-2026 Alcoholic Beverage Control License for RBAR AP, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2025-269 Resolution Approving 2025-2026 Alcoholic Beverage Control License for AP Thirty Property Holdings, LLC-d/b/a/ Convention Hall Concessions (Beach Bar) in the City of Asbury Park, County of Monmouth, New Jersey

2025-270 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Iconic Saint Laurent, AP Drink LLC d/b/a The Saint Laurent in the City of Asbury Park, County of Monmouth, New Jersey

2025-271 Resolution Approving 2025-2026 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

2025-272 Resolution Approving 2025-2026 Alcoholic Beverage Control License for McLoone's Asbury Park, LLC.-d/b/a/ The Robinson Ale House/Supper Club/Iron Whale Restaurant/AP Rooftop in the City of Asbury Park, County of Monmouth, New Jersey

2025-273 Resolution Approving 2025-2026 Alcoholic Beverage Control License for AP Restaurant III , LLC-d/b/a/ The Wonder Bar in the City of Asbury Park, County of Monmouth, New Jersey

2025-274 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Asbury F&B , LLC-d/b/a/ The Berkeley Hotel in the City of Asbury Park, County of Monmouth, New Jersey

2025-275 Resolution Approving 2025-2026 Alcoholic Beverage Control License for 210 5th Ave. Venture Urban Renewal, LLC, D/B/A The Asbury Hotel in the City of Asbury Park, County of Monmouth, New Jersey

2025-276 Resolution Approving 2025-2026 Alcoholic Beverage Control License for 934 SHIV, LLC.-d/b/a/ Lush in the City of Asbury Park, County of Monmouth, New Jersey

2025-277 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Citigroup Supermarket Corp d/b/a/ CitiSuperMarket in the City of Asbury Park, County of Monmouth, New Jersey

2025-278 Resolution Approving 2025-2026 Alcoholic Beverage Control License for SRI Sarawati, Inc-d/b/a/ Mak on Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey

2025-279 Resolution Approving 2025-2026 Alcoholic Beverage Control License for TBD, Inc.-d/b/a/ Taka Restaurant in the City of Asbury Park, County of Monmouth, New Jersey

2025-280 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Asbury Two Liquor License, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2025-281 Resolution Approving 2025-2026 Alcoholic Beverage Control License for AP Restaurant 1 LLC-d/b/a/ Stella Marina in the City of Asbury Park, County of Monmouth, New Jersey

2025-282 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Cookman Limited Liability Co. ,-d/b/a/ Brandos Restaurant in the City of Asbury Park, County of Monmouth, New Jersey

2025-283 Resolution Approving 2025-2026 Alcoholic Beverage Control License for 1411 Kingsley Street, LLC, the City of Asbury Park, County of Monmouth, New Jersey

2025-284 Resolution Approving 2025-2026 Alcoholic Beverage Control License for KB & AD HOLDINGS LLC. -d/b/a/ Moonstruck Restaurant & Lounge in the City of Asbury Park, County of Monmouth, New Jersey

2025-285 Resolution Approving 2025-2026 Alcoholic Beverage Control License for 614 Liquor License, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2025-286 Resolution Approving 2025-2026 Alcoholic Beverage Control License for 1211 Main Street, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2025-287 Resolution Approving 2025-2026 Alcoholic Beverage Control License for AP Restaurant V LLC d/b/a Swim Crush, in the City of Asbury Park, County of Monmouth, New Jersey

2025-288 Resolution Approving Special Event Applications

2025-289 Resolution Amending Resolution #2025-163 Authorizing Repairs to the Fire Department Ambulance #83-60

2025-290 Resolution Amending Resolution 2025-235 To Include Certification Of Funds

2025-291 Resolution Amending Temporary Budget Appropriations for 2025 Budget

D. Individual Resolutions

2025-292 Resolution Approving Payment of Bills

2025-293 Resolution Authorizing the Purchase of Admission and Group Packages Needed for the 2025 Summer Day Camp Program and 2025 Police Athletic League Summer Camp In An Amount Not-To-Exceed $125,000

2025-294 Resolution Authorizing Payment for Two Emergency By-Pass Pump Rentals Needed at the Wastewater Treatment Plant

2025-295 Resolution Amending the Contract with Shore Point Architecture for Services at the New Fire Department Headquarters

2025-296 Resolution Authorizing the City of Asbury Park to Implement The Competitive Contracting Process to Procure Vendors To Operate a Valet Parking Service Concession

2025-297 Resolution Authorizing the City of Asbury Park to Implement The Competitive Contracting Process to Procure Vendors To Operate Vending Machines Concession

2025-298 Resolution Awarding a Bid for the Transportation of Liquid Sewage Sludge

2025-299 Resolution Adopting the Monmouth County Home Consortium Fiscal Year 2025-2029 Consolidated and 2025 Annual Action Plan for Housing and Community Development Block Grant Program

2025-300 Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2025-2026 Licensing Year

2025-301 Resolution Approving A Liquor License Renewal With Special Conditions For Steinbach Liquor License, LLC Trading As- Asbury Ale House/ Lola's Cafe/ Mainstay For The 2025-2026 Licensing Term

2025-302 Resolution Approving 2025-2026 Alcoholic Beverage Control License for House of Independents, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2025-303 Resolution Authorizing The Appointment Of City Public Defender

2025-304 Resolution Authorizing The Appointment Of Alternate Public Defenders

2025-305 Resolution Authorizing the Disposition of Surplus Property

2025-306 Resolution Authorizing Appointments to the Environmental Shade Tree Commission

E. Ordinances

1. Introduction

2025-15 BOND ORDINANCE PROVIDING FOR THE TRAIN STATION CANOPIES, APPROPRIATING $1,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $704,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY

2. Second Reading/Public Hearing

2025-14 Amendment to the Main Street Redevelopment Plan

F. Adjournment

RESOLUTION NO. 2025-255

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 June 11, 2025 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

1. **Contract Negotiations**
   1. 574 Cookman Plan Amendment

2. **Litigation**
   1. The Lake Group AP, LLC. Vs. City of Asbury Park

3. **Attorney-Client Privilege:**

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

ANTHONY CUCCI
DEPUTY CITY CLERK

Minutes
Meeting of the Municipal Council
Wednesday, May 28, 2025
REGULAR MEETING

Executive Session - 4:00 p.m.

2025-239 Resolution Authorizing a Meeting which Excludes the Public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

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

Minutes Acceptance: Minutes of May 28, 2025 6:00 PM (Minutes)

ITEMS TO BE PRESENTED:

Matters from City Council
Council member Ahbez-Anderson stated, good evening, everyone, I'm very excited because I have a nice little announcement, we have a wonderful young lady here in the audience with us today. Her name is Desani Clark, she's a graduate of Asbury Park High School and just last week she graduated from Monmouth University, would you please stand up, Desani. She has a degree in communications & journalism, I met this beautiful young lady when she was in the tenth grade and it's been an honor and a privilege to know you, and I am so, so proud of you. I just wanted all of you to see her and recognize her. And now one more thing if I may, the city will host a senior freeze along with the Vin Gopal assemblywomen Luanne Peterpaul and Dr. Margie Donlon. It's the senior freeze workshop to stay in New Jersey, so if you're 65 and older and need assistance you know, get a refund on some money that you've been paying to the state in taxes, on June 13th, here at the council chambers from 1:00PM to 4:00PM they will assist you with your application, and then again in July. So, I hope to see you, and spread the word. Thank you.

Council member Chapman stated, and the city will host a workshop on PILOTs, to explain what PILOTs are in the city and what they mean to everyone and just to give everyone a little bit of background, it'll be hosted by Erick Aguiar and it will be on June 12th from 6:00PM to 8:00PM.

Council member Clayton had no matters at this time

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager
Acting City Manager John Hayes had not matters at this time.

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

PUBLIC PARTICIPATION

A motion was made by Deputy Mayor Quinn and seconded by Council member Ahbez Anderson to open the meeting to the public. All were in favor. The following members of the public spoke:
Matthew Whalen made a comment about the Asbury Fest coming up in June.
A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

MINUTES

Minutes Acceptance: Minutes of May 28, 2025 6:00 PM (Minutes)

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

1. Municipal Council- Executive Meeting May 14, 2025 2:15 PM

2. Municipal Council - Regular Meeting - May 14, 2025 6:00 PM**Accepted**

CONSENT AGENDA RESOLUTIONS

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

2025-240 Resolution Amending Resolution 2024-272 Approving 2024-2025 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

2025-241 Resolution Amending Resolution 2024-340 Approving 2024-2025 Alcoholic Beverage Control License For Bond Street Bar & Grill, LLC doing business as Bond Street Bar & Grill, Capitoline and Loteria in the City of Asbury Park, County of Monmouth, New Jersey

2025-242 Resolution Amending Resolution 2025-234 to Include Certification of Funds

2025-243 Resolution to Refund Overpaid Municipal Charges for Various Properties

2025-244 Resolution Approving Special Event Applications

2025-253 Resolution Amending Resolution 2024-344 Approving 2024-2025 Alcoholic Beverage Control License For Georg Ee, Inc.-D/B/A/ Georgies In The City Of Asbury Park, County Of Monmouth, New Jersey

INDIVIDUAL RESOLUTIONS

2025-245 Resolution Approving Payment of Bills

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

2025-246 Resolution Authorizing the Purchase Two New Yamaha ATV's for the Beach Department

Minutes Acceptance: Minutes of May 28, 2025 6:00 PM (Minutes)

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

2025-247 Resolution Authorizing the Purchase of a New Sanitation Truck for DPW

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

2025-248 Resolution Authorizing the Purchase of Early Warning Lightning Detection System for the Beach Department

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

2025-249 Resolution Authorizing NPPGov Purchasing Cooperative Membership

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

2025-250 Resolution Authorizing Execution of a Commodity Resale Agreement with Neptune Township

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

2025-251 Resolution Authorizing The Execution Of A Boardwalk Seasonal Broadcasting Agreement With Townsquare Media For The Operation Of A Mobile Broadcasting Unit On The Boardwalk During The 2025 Summer Season

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

2025-254 Resolution Authorizing The Appointment Of A Municipal Manager For The City Of Asbury Park And Authorizing The Execution Of An Employment Agreement Relating Thereto

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

ORDINANCES

Minutes Acceptance: Minutes of May 28, 2025 6:00 PM (Minutes)

Introduction

2025-14 Amendment to the Main Street Redevelopment Plan

RESULT:	**INTRODUCED [UNANIMOUS]**
	Next: 6/11/2025 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/Public Hearing

2025-10 2025 Cap Rate Ordinance

A motion to open 2025-10 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were favor.
No members of the public spoke.
A motion to close 2025-10 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

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

2025-11 Capital Ordinance Providing For The Cookman Avenue And Bond Street Intersection Improvements And Appropriating $640,000 Therefor, Authorized In And By The City Of Asbury Park, In The County Of Monmouth, New Jersey

A motion to open 2025-11 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were favor. No members of the public spoke.
A motion to close 2025-11 to the public was made by MAyor Moor and seconded by Council member Clayton. All were in favor.

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

2025-12 BOND ORDINANCE PROVIDING FOR VARIOUS SEWER SYSTEM REPAIRS, APPROPRIATING $5,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $5,000,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY

A motion to open 2025-12 to the public was made by Council member Ahbez-Anderson and seconded by Deputy Mayor Quinn. All were favor.
The following member of the public spoke: Michele Gladden
A motion to close 2025-12 to the public was made by Council member Chapman and seconded by Council member Clayton. All were in favor.

Minutes Acceptance: Minutes of May 28, 2025 6:00 PM (Minutes)

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

2025-13 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 2, Entitled 'Administration' And Establishing The Position Of Director Of Police And Prescribing The Duties Of Said Position

A motion to open 2025-13 to the public was made by Deputy Mayor Quinn and seconded by Council member Clayton. All were favor.
No members of the public spoke.
A motion to close 2025-13 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

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

2025 MUNICIPAL BUDGET INTRODUCTION

.2025-252 : Introduction of 2025 Municipal Budget

CFO, JoAnn Boos gave a brief overview of the proposed 2025 Municipal Budget.

RESULT:	**SECOND READING [UNANIMOUS]**
	Next: 6/25/2025 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 6:24 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Ahbez-Anderson. Meeting adjourned at 6:24 PM.

Respectfully submitted by:

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Anthony Cucci, Deputy City Clerk

Minutes Acceptance: Minutes of May 28, 2025 6:00 PM (Minutes)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-256
Resolution Approving 2025-2026 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. 2025-256

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 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, 2025 until June 30, 2026, 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, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-256 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2024.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-257
Resolution Approving 2025-2026 Alcoholic Beverage Control License for Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-257

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR AKSHAY ENTERPRISES-D/B/A/ MAIN LIQUORS 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 1303-32-010-008, Akshay Enterprises. d/b/a Main Liquors; 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, 2025 until June 30, 2026, is hereby renewed with the following special conditions:

1. The Applicant accepts the renewal of the license on condition that they will not sell for consumption on the licensed premises any alcoholic beverages by the glass or other open receptacle and will only sell alcoholic beverages in original containers for consumption off the licensed premises.

2. This condition is to apply to said premises as long as said premises shall be licensed for sale of alcoholic beverages.

3. All transfer or renewals of said license for said premises shall be subject to the same conditions.

1303-32-010-008, Akshay Enterprises. -d/b/a Main Liquors, 1002 Main Street, Asbury Park, NJ

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-257 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-258
Resolution Approving 2025-2026 Alcoholic Beverage Control License for Barrio Costero Restaurant in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-258

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR 601-603 LIQUOR LICENSE PARTNERSHIP, LLC, -D/B/A/ BARRIO COSTERO 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 1303-32-060-016, 601-603 Liquor License Partnership, LLC. d/b/a Barrio Costero; 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.

WHEREAS, the following existing special conditions will remain in place;

*Special Condition: 1. The premises for which this license is issued shall continue to be operated as a bona fide Hotel or Motel of One Hundred (100) rooms or more and any transfers or renewals of said license shall be subject to the same condition.

1303-32-060-016 601-603 Liquor License Partnership, LLC d/b/a Barrio Costero, 601-603 Mattison Avenue, Asbury Park, NJ 07712

*Special Condition: 75% of the floor space must be for food service. *

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, 2025 until June 30, 2026, is hereby renewed with the following existing special conditions:

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-258 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-259
2025-2026 Alcoholic Beverage Control License for Homesick in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-259

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ASBURY PUB , LLC-D/B/A HOMESICK 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 1303-33-004-009, Asbury Pub, LLC d/b/a Homesick; and

WHEREAS, the Chief of Police has reviewed said application and recommends renewal subject to the special conditions set forth below; and

WHEREAS, the licensee 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.

WHEREAS, the existing special conditions set forth below shall remain in place.

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, 2025 until June 30, 2026, is hereby renewed with the following existing special conditions:

1303-33-004-009 Asbury Pub, LLC 522-550 Cookman Avenue Unit 101
***Homesick**

*Special Conditions

1. Temporary stanchions shall be installed outside the doorway of the residence at 522-550 Cookman Avenue Unit 101 to deter patrons of the premises from gathering in the area. Temporary stanchions shall also be positioned to create boundaries around the outdoor dining area associated with the premises, in accordance with City's adopted Sidewalk Café Ordinance.

2. The Licensee shall employ a qualified professional manager to oversee all aspects of the restaurant operation, including the outside dining area, until closing every night of the week. The manager shall be responsible for training all management and staff, with specific training dedicated to A.B.C. regulations and crowd management.

3. The Licensee shall ensure that carpeting is placed under the equipment utilized by all performers at the premises, in an effort to reduce the noise volume from such equipment.

4. The Licensee must adhere to § 3-9 Noise Nuisance Prohibition of the City Code.

5. The bar staff shall clean sidewalks and curbs adjacent to the property nightly after club nights and in the morning following club nights.

6. The Licensee must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

7. The Licensee must adhere to § 4-9.3 Regulations; Display of Merchandise in Public Areas; Outdoor/Sidewalk Café [Amended 4-14-2021 by Ord. No. 2021-14] of the City Code.

8. The Licensee must adhere to all requirements of the Central Business District Redevelopment Plan, including but not limited to, the regulations concerning street furniture as contained on page 14 of the Urban Enterprise Zone Design Guidelines Asbury Park, NJ A Guide to the Rehabilitation and Design of Asbury Park's Commercial Buildings.

9. The Chief of Police shall have the discretion to relax the above conditions from time to time as warranted after consultation with, and approval of, the City Manager, who shall thereafter notify the Mayor and Council.

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-259 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-260
Resolution Approving 2025-2026 Alcoholic Beverage Control License for The Break, Low Dive, Aloha Market in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-260

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR OHANA KITSCHEN COMPANY-D/B/A/ THE BREAK, LOW DIVE, ALOHA MARKET 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 1303-32-038-008, issued to Ohana Kitschen Company d/b/a The Break, Low Dive, Aloha Market (the "applicant"), for the 2025-2026 license term; and

WHEREAS, the 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 above Alcoholic Beverage License in the City of Asbury Park, for the period from July 1, 2025 until June 30, 2026, is hereby renewed with the following special conditions:

1. The Licensee shall hire a minimum of (4) Security Officers to work the front doors to assist with quality of life issues on Friday, Saturday, and Sunday nights, and during Special Events.

2. The security and bar staff shall clean sidewalks and curbs adjacent to the property nightly and 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.

4. This license is further conditioned upon Licensee, within ten days following the City's adoption of this resolution, providing the City Clerk with a certificate of insurance ("COI") demonstrating insurance coverages procured by Licensee with a company or companies qualified to do business in the State of New Jersey, acceptable to CITY, and written on the standard approved certification forms. The COI shall reflect coverage and terms consistent with this Paragraph 4. All liability insurance policies will be endorsed to name the CITY, its employees,

volunteers, divisions, departments, boards, elected and appointed officials and the NJ Intergovernmental Insurance Fund (collectively referred to herein as the "City Entities") as additional insureds on a primary and non-contributory basis with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with, any loss, damage, or injury resulting from the alleged or confirmed negligence, gross negligence or intentional misconduct of Licensee, its agents, representatives, employees, contractors, invitees, and customers. All policies will include a waiver of subrogation in favor of the CITY Entities and provide a 30-day notice of cancellation or non-renewal to the CITY. The above-referenced policies of insurance shall include the following lines of coverage with the minimum limits provided as follows:

(a) Workers' Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws.

(b) Employer's Liability Insurance which limit shall be one million dollars ($1,000,000) per accident for Bodily Injury and two million dollars ($2,000,000) per employee/aggregate for disease.

(c) Liquor Liability with a minimum combined single limit of liability of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(d) Commercial General Liability Insurance with a minimum combined single limit of liability of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury, death, property damage and personal injury. This policy shall include products/completed operations coverage and shall also include contractual liability coverage.

(e) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Vendor with a minimum combined single limit of liability of one million dollars ($1,000,000) for injury and/or death and/or property damage.

(f) Excess/Umbrella coverage with respect to subsections (c) (d) and (e) above with a per occurrence limit of five million dollars ($5,000,000). The limits of liability required in such subsections may be satisfied by a combination of those policies with an Umbrella/Excess Liability policy.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately, and that the City Clerk shall sign and deliver the license to the licensee designated.

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

RESOLUTION NO. 2025-260 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-261

Resolution Approving 2025-2026 Alcoholic Beverage Control License for 1101 Ocean Ave Venture, LLC in the City of Asbury Park, County of Monmouth, New Jersey. Asbury Ocean Club Hotel

RESOLUTION NO. 2025-261

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR 1101 OCEAN AVE VENTURE, 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 1303-33-008-011, 1101 Ocean Ave Venture 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, 2025 until June 30, 2026, is hereby renewed:

1303-33-008-011 1101 Ocean Ave Venture, LLC- Asbury Ocean Club Hotel 1100 Ocean Avenue, Asbury Park, NJ.

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-261 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-262
Asbury Landmark Liquor LLC (Pocket License) Renewal for the 2025-2026 term.

RESOLUTION NO. 2025-262

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 LIQUOR LICENSE RENEWAL FOR 1303-33-013-002 ASBURY LANDMARK LIQUOR LLC (POCKET)

BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park that the Alcoholic Beverage License for the period of July 1, 2025 to June 30, 2026 be granted to license 1303-33-013-002, Asbury Landmark Liquor LLC (Pocket License); and

WHEREAS, an application has heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-013-002 Asbury Landmark Liquor LLC; and

WHEREAS, Asbury Landmark Liquor LLC has been inactive since September 25, 2008; and

WHEREAS, the license holder has applied and has approval for a special ruling from the Director for the 2023-2024 license term. (Job#603907)

WHEREAS, on May 10, 2024, the Division Alcoholic Beverage Control issued Administrative Order (AO) 2024-03 granting blanket 12.39 relief for the 2025-2026 license term for all eligible inactive license holders; 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, 2025 until June 30, 2026, is hereby renewed:

1303-33-013-002 Asbury Landmark Liquor LLC (Pocket License)

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-262 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-263
Cross & Orange Restaurant Liquor License Renewal for the 2025-2026 term.

RESOLUTION NO. 2025-263

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR COOKMAN RESTAURANT GROUP, LLC D/B/A/ CROSS & ORANGE 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 1303-33-014-005 Cookman Restaurant Group, LLC d/b/a/ Cross & Orange;
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, 2025 until June 30, 2026, is hereby renewed:

1303-33-014-005- Cookman Restaurant Group, LLC-d/b/a - Cross & Orange 508 Cookman Ave, Asbury Park, NJ

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-263 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-264
Resolution Approving 2025-2026 Alcoholic Beverage Control License for Pettibone Paradise, LLC in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-264

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 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 2023-2024 license term. (Job#523125)

WHEREAS, on May 10, 2024, the Division Alcoholic Beverage Control issued Administrative Order (AO) 2024-03 granting blanket 12.39 relief for the 2025-2026 license term for all eligible inactive license holders; and

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, 2025 until June 30, 2026, 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, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of

RESOLUTION NO. 2025-264 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-265
Resolution Approving 2025-2026 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. 2025-265

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 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, 2025 until June 30, 2026, 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, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-265 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-266
Resolution Approving 2025-2026 Alcoholic Beverage Control License for AP Restaurant II-d/b/a/ Watermark in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-266

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR AP RESTAURANT II-D/B/A/ WATERMARK 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 1303-33-026-009, AP Restaurant II. d/b/a Watermark; 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, 2025 until June 30, 2026, is hereby renewed with the following existing special conditions:

1303-33-026-009 AP Restaurant II, LLC 800 Ocean Ave. Watermark

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

RESOLUTION NO. 2025-266 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-267
Resolution Approving 2025-2026 Alcoholic Beverage Control License for The Stone Pony in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-267

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR STONE PONY LIQUOR LICENSE , LLC-D/B/A/ THE STONE PONY 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 1303-33-027-010, issued to Stone Pony Liquor License, LLC d/b/a The Stone Pony (the "applicant"), for the 2025-2026 license term; and

WHEREAS, the 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 above Alcoholic Beverage License in the City of Asbury Park, for the period from July 1, 2025 until June 30, 2026, is hereby renewed with the following special conditions:

1. One bonded licensed security agent shall be forthwith employed by the Licensee who shall be responsible for the control of the area in front of and alongside of the licensed premises on Fridays and Saturdays and the eve of Holidays including Sundays from 8:00 p.m. until closing time on those weekends immediately preceding the last Monday in the Month of May through and including the weekend immediately preceding the first Monday in the month of September.

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.

4. An additional bonded licensed security agent(s) shall be employed by the Licensee on those evenings and at those times deemed appropriate by the highest ranking police officer after consultation with said highest ranking police officer by the Licensee with respect to any concert/event scheduled to be held at the licensed premises throughout the year.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately, and

that the City Clerk shall sign and deliver the license to the licensee designated.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-267 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-268
Resolution Approving 2025-2026 Alcoholic Beverage Control License for R BAR in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-268

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR RBAR AP, 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 1303-33-029-008 RBAR AP, LLC; 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, 2025 until June 30, 2026, is hereby renewed:

1303-33-029-008- RBAR AP, LLC- 114 Main Street, Asbury Park, NJ

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-268 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-269
Resolution Approving 2025-2026 Alcoholic Beverage Control License for Convention Hall Concessions (Beach Bar)t in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-269

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR AP THIRTY PROPERTY HOLDINGS, LLC-D/B/A/ CONVENTION HALL CONCESSIONS (BEACH BAR) 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 1303-33-047-010- AP Thirty Property Holdings LLC, d/b/a Convention Hall Concessions (The Beach Bar); 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, 2025 until June 30, 2026, is hereby renewed:

1303-33-047-010 AP Thirty Property Holdings, LLC- 1300 Ocean Avenue, Asbury Park, NJ

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-269 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-270
Resolution Approving 2025-2026 Alcoholic Beverage Control License for The Saint Laurent in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-270

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ICONIC SAINT LAURENT, AP DRINK LLC D/B/A THE SAINT LAURENT 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 1303-33-053-1011. Iconic Saint Laurent, AP Drink 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, 2025 until June 30, 2026, is hereby renewed:

1303-33-053-011 Iconic Saint Laurent, AP Drink LLC d/b/a The Saint Laurent
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, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-270 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-271
Resolution Approving 2025-2026 Alcoholic Beverage Control License for Pascal & Sabine in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-271

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 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, 2025 until June 30, 2026, is hereby renewed:

1303-33-055-004 Hemmings at Asbury, LLC. -d/b/a Pascal & Sabine
601 Bangs Avenue, Asbury Park, New Jersey 07712

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-271 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-272

Resolution Approving 2025-2026 Alcoholic Beverage Control License for McLoone's Asbury Park, LLC.-d/b/a/ The Robinson Ale House/Supper Club/Iron Whale Restaurant/ AP Rooftop in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-272

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR MCLOONE'S ASBURY PARK, LLC.-D/B/A/ THE ROBINSON ALE HOUSE/SUPPER CLUB/IRON WHALE RESTAURANT/AP ROOFTOP 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, 2025 until June 30, 2026, is hereby renewed:

1303-33-056-008 McLoones Asbury Park, LLC. (d/b/a The Robinson Ale House/Supper Club/Iron Whale Restaurant/AP Rooftop, 1200 OCEAN AVENUE AKA PAVILION 5 OCEAN AVENUE, ASBURY PARK, NJ 07712)

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-272 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-273
Resolution Approving 2025-2026 Alcoholic Beverage Control License for The Wonder Bar in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-273

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR AP RESTAURANT III , LLC-D/B/A/ THE WONDER BAR 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 1303-33-059-010, AP Restaurant III, LLC d/b/a The Wonder bar; 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.

WHEREAS, the following existing special conditions will remain in place;

1303-33-059-010 AP Restaurant III 1213 Ocean Ave. *The Wonder Bar

*Special Condition: The outside licensed area on the south side of the premise shall be as follows: 75’ in the southerly direction from the southeast corner of the premises; thence westerly 83’; thence northerly 75’ to the wall of the premises. Said outside licensed area shall be fenced in.

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, 2025 until June 30, 2026, is hereby renewed with the following existing special conditions:

1303-33-059-010, AP Restaurant III, LLC d/b/a The Wonder Bar, 1213 Ocean Ave. Asbury Park, NJ

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-273 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-274
Resolution Approving 2025-2026 Alcoholic Beverage Control License for The Berkeley Hotel in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-274

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ASBURY F&B , LLC-D/B/A/ THE BERKELEY HOTEL 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 1303-36-066-003, Asbury F&B, LLC d/b/a The Berkeley Hotel; 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.

WHEREAS, the following existing special conditions will remain in place;

1303-36-066-003 Asbury F&B, LLC 1401 Ocean Ave. *The Berkeley Hotel

*Special Condition: 1. The premises for which this license is issued shall continue to be operated as a bona fide Hotel or Motel of One Hundred (100) rooms or more and any transfers or renewals of said license shall be subject to the same condition.

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, 2025 until June 30, 2026, is hereby renewed with the following existing special conditions:

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-274 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-275
Resolution Approving 2025-2026 Alcoholic Beverage Control License for The Asbury Hotel in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-275

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR 210 5TH AVE. VENTURE URBAN RENEWAL, LLC, D/B/A THE ASBURY HOTEL IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, 210 5th Ave. Venture Urban Renewal LLC (with its member Si Op Co AP LLC) (the "**Licensee**") is the holder of license number 1303-36-069-003 which is a hotel exception license for a facility containing 100 or more sleeping rooms pursuant to N.J.S.A. 13:1-12.20 (the "**License**"); and

WHEREAS, the licensed premises presently consist of the hotel, known as The Asbury, located at 200-210 Fifth Avenue, Block 4104, Lot 13, and, the entertainment venue commonly known as Asbury Lanes which is on a portion of the adjoining property being 207-209 Fourth Avenue, Block 4104, Lot 9, and which is connected to the hotel structure by an enclosed passageway (the "**Licensed Premises**"); and

WHEREAS, the Licensee has filed an application for a License renewal for the 2025-2026 Licensing Term, submitted the requisite application fees, received tax clearance, and the Asbury Park Police Department has undertaken its review; and

WHEREAS, the City Council reviewed the application and the Police Department's report, and no written objections pursuant to N.J.A.C. 13:2-2.7 were received;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, acting as the local alcoholic beverage control board, approves the License renewal for the 2025-2026 Licensing Term, subject to all of the following, existing special conditions:

1. The Licensed Premises shall only be:

(a) the entire interior of the structure known as The Asbury, located at 200-210 Fifth Avenue, Block 4104, Lot 13, and certain outdoor areas, generally described as:

(i) the outdoor pool area on the ground floor;
(ii) the outdoor wooden deck on the ground floor;

(iii) the outdoor rooftop deck on fifth floor known as "Baronet";
(iv) the eighth floor rooftop known as "Salvation"; and
(v) a portion of the enclosed passageway to Asbury Lanes structure,

and as further depicted on the plans attached hereto as **Exhibit A** (the "**Hotel**"); and

(b) the interior of the structure known as the Asbury Lanes at 207-209 Fourth Avenue, Block 4104, Lot 9, and the remainder of the enclosed passageway to the Hotel, as further depicted on the plans attached hereto as **Exhibit A** (the "**Asbury Lanes**")

collectively, the "**Licensed Premises**".

2. The operation of the Asbury Lanes portion of the Licensed Premises shall be subject to the following special conditions:

(a) The operation of the Asbury Lanes shall be in conformance with the Asbury Park Code provisions applicable to non-hotel plenary retail consumption licenses, including but not limited to, the hours of operation contained in Code Section 6-4, et seq.

(b) At all times when the Asbury Lanes is not serving alcoholic beverages, specifically including when closed pursuant to Code Section 6-4, et seq., the enclosed passageway shall be closed off in a manner to prevent access from the Hotel to Asbury Lanes.

(c) At all times when the Asbury Lanes is not permitted by ordinance to be serving alcoholic beverages, specifically including when closed pursuant to Code Section 6-4, et seq., the food service portion of the Asbury Lanes known as, and depicted as, the "Diner" area on the plans attached hereto as **Exhibit B**, which is generally located in the southeast corner of the building, may continue to operate for the service of food and non-alcoholic beverages, as permitted by Asbury Park Code Section 6-4.2. During such operations there shall be no access to the remainder of the Asbury Lanes (depicted as the "Performance Venue" on the plans attached hereto as **Exhibit B**) and all access shall be through a separate exterior entrance directly into the Diner area, except for handicapped access which shall be by the routes depicted on **Exhibit B**.

(d) The Licensee shall at all times maintain a leasehold or fee simple or similar property interest in 207-209 Fourth Avenue, Block 4104, Lot 9 sufficient to encompass the Asbury Lanes portion of the Licensed Premises.

(e) 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.

(f) The establishment must adhere to the Property Maintenance Code, Chapter XIII

of the City Code.

3. The operation of the Hotel portion of the Licensed Premises shall be subject to the following special conditions:

(a) The Licensee has installed, and will be required to maintain, one (1) decibel reader at the DJ booth in Salvation and one (1) decibel reader at the DJ booth at the pool so that entertainers and/or staff members of the hotel may monitor the decibel level of outdoor music in a good faith effort to comply with the City's Noise Ordinance (Section 3-9 of the Asbury Park City Code). An additional decibel reader shall be installed at the DJ booth at each and every additional outdoor location(s) at the hotel where outdoor music is played.

(b) The Licensee shall have its management work with the Asbury Park Police Department for its assistance regarding education in decibel level management and noise reduction. The Licensee agrees to meet with the Asbury Park Police Department, as deemed necessary by the Asbury Park Police Department.

(c) The Licensee shall implement The Asbury Hotel Sound Mitigation Program Remedial Measures plan prepared by Robert A. Hansen Associates Inc. dated June 29, 2017, as may be refined, which includes the removal of certain speakers and the installation of smaller, overhead, downward facing speakers in Salvation ("Remedial Measures"). The Licensee shall provide an installation schedule to the City Manager and the Asbury Park Police Department and shall provide periodic updates concerning the installation schedule until the Remedial Measures have been completely installed.

(d) The Licensee met with the Esplanade Home Owners Association to discuss sound mitigation. If deemed necessary by the Asbury Park Police Department and communicated in writing to the Licensee, the Licensee shall arrange for additional meetings with the Esplanade Home Owners Association or any other resident living within two hundred (200) feet of the Licensed Premises that contacts the Asbury Park Police Department to request a meeting with the Licensee to discuss sound mitigation.

(e) 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.

(f) The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

4. This License shall be subject to the special condition that it is issued as a hotel exception license for a facility containing 100 or more sleeping rooms pursuant to N.J.S.A. 13:1-12.20 and that the License shall only be used in connection with such a hotel or motel and amenities related to the hotel or motel.

5. This Resolution shall take effect immediately.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-275 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-276
Resolution Approving 2025-2026 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. 2025-276

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 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 1303-44-011-012 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, 2025 until June 30, 2026, is hereby renewed:

1303-44-011-012 (d/b/a LUSH, 700 Cookman Ave, Asbury Park, NJ)

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-276 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-277
Resolution Approving 2025-2026 Alcoholic Beverage Control License for Citigroup Supermarket Corp in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-277

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR CITIGROUP SUPERMARKET CORP D/B/A/ CITISUPERMARKET 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 1303-44-022-005, Citigroup Supermarket Corp d/b/a/ CitiSuperMarket; 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.

WHEREAS, the following existing special conditions will remain in place;

*Special Conditions: 1. Temporary signs be installed outside the premises to remind patrons not to loiter and to respect neighbors by controlling noise and smoking and promoting the responsible consumption of alcoholic beverages. Liquor store manager or designee must clear the front of the store of all person(s) hanging out, panhandling, drinking in public, etc.

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, 2025 until June 30, 2026, is hereby renewed:

1303-44-022-005 Citigroup Supermarket Corp 1007 Memorial Dr *CitiSuperMarket

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-277 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-278
Resolution Approving 2025-2026 Alcoholic Beverage Control License for Sarawati, Inc,.-d/b/a/ Mak on Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-278

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR SRI SARAWATI, INC-D/B/A/ MAK ON MAIN LIQUORS 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 1303-44-039-007, SRI Sarawati, Inc, d/b/a Mak on Main Liquors; 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, 2025 until June 30, 2026, is hereby renewed with the following special conditions:

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

1303-44-039-007, SRI Sarawati, Inc. -d/b/a Mak on Main Liquors, 1500 Main Street, Asbury Park, NJ

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

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

RESOLUTION NO. 2025-278 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-279
Resolution Approving 2025-2026 Alcoholic Beverage Control License for Taka Restaurant in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-279

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 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, 2025 until June 30, 2026, is hereby renewed:

1303-33-041-010 TBD, Inc.-d/b/a TAKA Restaurant, 660-662 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, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-279 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-280
Resolution Approving 2025-2026 Alcoholic Beverage Control License for Asbury Two Liquor License, LLC (Pocket License) in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-280

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ASBURY TWO LIQUOR LICENSE, 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 1303-33-016-008 Asbury Two Liquor License, LLC; and

WHEREAS, the Asbury Two Liquor License, 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 2024-2025 license term. (Job#600497)

WHEREAS, on May 10, 2024, the Division Alcoholic Beverage Control issued Administrative Order (AO) 2024-03 granting blanket 12.39 relief for the 2025-2026 license term for all eligible inactive license holders; and

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, 2025 until June 30, 2026, is hereby renewed:

1303-33-016-008 Asbury Two Liquor License, LLC (Pocket License)

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-280 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-281
Resolution Approving 2025-2026 Alcoholic Beverage Control License for Stella Marina in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-281

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR AP RESTAURANT 1 LLC-D/B/A/ STELLA MARINA 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 1303-33-021-008, AP Restaurant 1, LLC d/b/a Stella Marina; 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.

WHEREAS, the following existing special conditions will remain in place;

1303-33-021-008 AP Restaurant I 800 Ocean Ave. Stella Marina

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.

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, 2025 until June 30, 2026, is hereby renewed with the following existing special conditions:

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-281 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-282
Resolution Approving 2025-2026 Alcoholic Beverage Control License for Brandos Restaurant in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-282

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR COOKMAN LIMITED LIABILITY CO. ,-D/B/A/ BRANDOS 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 1303-33-006-009, Cookman Limited Liability Co. d/b/a Brandos 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.

WHEREAS, the following existing special conditions will remain in place;

*Special Condition: 1. The premises for which this license is issued shall continue to be operated as a bona fide Hotel or Motel of One Hundred (100) rooms or more and any transfers or renewals of said license shall be subject to the same condition.

1303-33-006-009 Cookman, LLC 162-166 Main Street *Brando's

Special Condition: 75% of the floor space must be for food service.

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, 2025 until June 30, 2026, is hereby renewed with the following existing special conditions:

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-282 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-283
Resolution Approving 2025-2026 Alcoholic Beverage Control License for 1411 Kingsley Street, LLC, the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-283

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 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, 2025 until June 30, 2026, 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, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-283 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-284

Resolution Approving 2025-2026 Alcoholic Beverage Control License for KB & AD Holdings, LLC.-d/b/a/ Moonstruck Restaurant & Lounge in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-284

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR KB & AD HOLDINGS LLC. -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 1303-33-042-007 KB & AD HOLDINGS LLC. 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, 2025 until June 30, 2026, is hereby renewed:

1303-33-042-007 KB & AD HOLDINGS LLC.
(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, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-284 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-285
Resolution Approving 2025-2026 Alcoholic Beverage Control License for 614 Liquor License, LLC in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-285

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR 614 LIQUOR LICENSE, 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 614 Liquor License LLC; and

WHEREAS, the 614 Liquor License, LLC has been inactive since July 1, 2018; and

WHEREAS, the license holder has applied and has approval for a special ruling from the Director for the 2023-2024 license term. (Job#510056); and

WHEREAS, on May 10, 2024, the Division Alcoholic Beverage Control issued Administrative Order (AO) 2024-03 granting blanket 12.39 relief for the 2025-2026 license term for all eligible inactive license holders; and

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, 2025 until June 30, 2026, is hereby renewed:

1303-33-058-012 - 614 Liquor License, LLC (Pocket License)

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

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

RESOLUTION NO. 2025-285 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-286
Resolution Approving 2025-2026 Alcoholic Beverage Control License for 1211 Main Street, LLC in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-286

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 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 2024-2025 license term. (Job#583980); and

WHEREAS, on May 10, 2024, the Division Alcoholic Beverage Control issued Administrative Order (AO) 2024-03 granting blanket 12.39 relief for the 2025-2026 license term for all eligible inactive license holders; and

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, 2025 until June 30, 2026, 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, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of

RESOLUTION NO. 2025-286 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-287
Resolution Approving 2025-2026 Alcoholic Beverage Control License for AP Restaurant V, LLC d/b/a Swim Crush in the City of Asbury Park, County of Monmouth, New Jersey

RESOLUTION NO. 2025-287

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR AP RESTAURANT V LLC D/B/A SWIM CRUSH, 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 1303-33-044-016 AP Restaurant V, LLC d/b/a Swim Crush; 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.

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, 2025 until June 30, 2026, is hereby renewed:

1303-33-044-016 AP Restaurant V, LLC d/b/a Swim Crush, 800 Ocean Avenue, Asbury Park, NJ 07712

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-287 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

RESOLUTION NO. 2025-288

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 June 11, 2025 the following Special Events Applications were presented for approval by the Director of Recreation:

1. No Kings Rally
2. Play on Pine
3. Smoke-Free Summer
4. AP Summer Games
5. AP Volleyball Beach Tournament
6. Sheehan 5k Classic
7. Nestle Drumstick Ice Cream Activation

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

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-288 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Date Application Received: 5-27-25

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Name of Event: "No Kings" Rally

Date of Event: 6-14-25 Rain Date: _____

Time of Event: 11am to 3pm Setup time: 9am Break-down time: 3pm - 4pm

Location of Event: Springwood Park

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: _____

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

Attachment: cm 6.11.24 (2025-288 : 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:Summer Fridays 6/20/25-8/29/25. Not Friday 7/4/25. **Rain Date:**_____

Time of Event: 5pm **to** 7pm **Setup time:** 4pm **Break-down time:**_____

Name of Event: Play on Pine

Location of Event: Pine Street between 2nd and 3rd Avenues

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.

Attachment: cm 6.11.24 (2025-288 : Special Event Applications)

Date Application Received:_____

Application Fee Paid:_____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Name of Event: Smoke-Free Summer: No Butts on the Beach

Date of Event: June 26, 2025 **Rain Date:** June 27, 2025

Time of Event: 10:00AM **to** 12:00PM **Setup time:** 8:00AM **Break-down time:** 12:00PM

Location of Event:_____

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: Media Opportunity

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

Attachment: cm 6.11.24 (2025-288 : Special Event Applications)

Date Application Received:_____

Application Fee Paid:_____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Name of Event: Asbury Park Summer Games

Date of Event: 6-13-25 to 6-15-25 **Rain Date:** We will have tents

Time of Event: 7am **to** 9pm **Setup time:** 7am **Break-down time:** 5pm

Location of Event: Bradley Park

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: Fitness Event

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

Attachment: cm 6.11.24 (2025-288 : Special Event Applications)

Date Application Received:_____

Application Fee Paid:_____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Name of Event:_____AP Volleyball Annual Beach Open_____

Date of Event:_Sat August 2nd, 2025_____ **Rain Date:**__Sun August 3rd or Sat August 9th

_____

Time of Event:___8:00 am___to__5:00 pm__ **Setup time:**__4:00 pm_ Friday Aug 1st; **Break-down time:**_4:00 pm Sat Aug 2nd

Location of Event:____North Beach Bradley Cove_____

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:_____

Attachment: cm 6.11.24 (2025-288 : Special Event Applications)

Date Application Received:_____

Application Fee Paid:_____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Name of Event: Asbury Park Sheehan Classic 5K

Date of Event: Saturday, August 9, 2025 **Rain Date: no rain date**

Time of Event: 7:00 AM to 11:30 AM **Setup time: 4:30 AM** **Break-down time: 10:30 AM**

Location of Event: Bradley Park

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:_____

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

Attachment: cm 6.11.24 (2025-288 : Special Event Applications)

Date Application Received:_____

Application Fee Paid:_____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Name of Event: Nestlé Drumstick Ice Cream Activation

Date of Event: June 14th & June 15th 2025 **Rain Date:** N/A

Time of Event: 12PM - 6PM **Setup time:** 8AM - 12PM **Break-down time:** 6PM - 8PM

Location of Event: Sunset Park 1305 Main St, Asbury Park, NJ 07712

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:** Activation

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

Attachment: cm 6.11.24 (2025-288 : Special Event Applications)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-289

Resolution authorizing the amendment of Resolution #2025-183 authorizing repairs to the Fire Department Ambulance #83-60. Resolution #2025-163 was awarded to Elite Equipment Service, Inc. in the amount of $11,652.00 utilizing Fire O&E funds. Elite Equipment has sent a second invoice for additional repairs needed and completed in the amount of $34,998.00. Claim #L-00-45-01244 has been issued by PMA.

RESOLUTION NO. 2025-289

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AMENDING RESOLUTION #2025-163 AUTHORIZING REPAIRS TO THE FIRE DEPARTMENT AMBULANCE #83-60

WHEREAS, the City of Asbury Park adopted Resolution #2025-163 on March 26, 2025 awarding a contract to Elite Equipment Services, Inc. authorizing repairs to the Fire Department Ambulance # 83-60 totaling $11,652.00; and

WHEREAS, the City of Asbury Park received a second invoice from Elite Equipment Services, Inc. in the amount of $34,998.00 for additional repairs needed; and

WHEREAS, the City submitted claim #L-00-45-01244 to PMA Management Corp. for reimbursement; and

WHEREAS, PMA Management Corp. has reimbursed the City for these repairs, less the deductible, with check # 7060139B in the amount of $6,652.00, check #7079576B in the amount of $31,186.50 and is anticipating a third check in the amount of $3,811.50; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 5-01-25-265-000-203. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the amendment of Resolution # 2025-163 and authorize additional repairs to the Fire Department Ambulance #83-60 and payment to Elite Equipment Services, Inc. in the amount of $34,998.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Chief of Fire and Purchasing Agent.

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

RESOLUTION NO. 2025-289 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-290
This Resolution Amends Resolution 2025-235 To Include Certification Of Funds

RESOLUTION NO. 2025-290

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AMENDING RESOLUTION 2025-235 TO INCLUDE CERTIFICATION OF FUNDS

WHEREAS, the City of Asbury Park (the "City") previously passed Resolution 2025-235 at the City Council Meeting of May 14, 2025, entitled "Resolution Authorizing Construction Phase Inspection Services To T&M Associates For The Safe Routes To Transit, Intersection Upgrades And Traffic Signal Installation At Cookman Avenue And Bond Street,"; and

WHEREAS, the Mayor and Council wish to amend resolution 2025-235 in accordance with the provisions set forth herein.

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 Resolution 2025-235, entitled "Resolution Authorizing Construction Phase Inspection Services To T&M Associates For The Safe Routes To Transit, Intersection Upgrades And Traffic Signal Installation At Cookman Avenue And Bond Street," is hereby amended and supplemented as follows (additions are shown with underline):

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

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

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

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

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-09-17-912-000-901. The maximum dollar value of the pending contract is as stated in the resolution.

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

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-290 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-291
Increase to temporary budget prior to budget adoption.

RESOLUTION NO. 2025-291

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2025 BUDGET

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

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

	From	To
Sewer Utility Fund		
Other Expenses	$829,753.85	$1,029,753.85

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-291 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-292
Resolution authorizing the payment of bills in the amount of $843,453.13

RESOLUTION NO. 2025-292

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 $843,453.13

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	$	843,453.13
TOTAL VOUCHERS	$	843,453.13

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-292 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Ranges	Item Status	Purchase Types	Misc
Range: 4 to 5zzzzzzzzzzzzzzzzzz **Rcvd Batch Id Range:** First to Last **Encumbrance Date** First to 12/31/25 **Range:**	**Open:** N **Void:** N **Paid:** N **Held:** N **Aprv:** N **Rcvd:** Y	**Bid:** Y **State:** Y **Other:** Y **Exempt:** Y	**P.O. Type:** All **Format:** Condensed **Include Non-Budgeted:** Y **Vendors:** All **Department Page Break:** No **Subtotal CAFR:** Yes **Subtotal Department:** Yes **Subtotal Extd:** Yes

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount
Fund:CURRENT							
Department:LEGAL SERVICES							
Extd:LEGAL SERVICES							
4-01-20-155-000-209	LEGAL SERVICES Fees						
		PEMLA005	PEM Law LLP	25-01612	Invoice 3315 WM Vs AP	$4,604.14	$0.00
	Extd Total: LEGAL SERVICES					**$4,604.14**	
	Department Total: LEGAL SERVICE!					**$4,604.14**	
	CAFR Total:					**$4,604.14**	
Department:STREETS & ROAD							
Extd:STREETS & ROADS MAINTENANCE							
4-01-26-290-000-222	STREETS & ROAD Training						
		THETRA	THE TRAINING CENTER	25-01195	Invoice 10117 Black Seal	$1,200.00	$0.00
	Extd Total: STREETS & ROADS MAI					**$1,200.00**	
	Department Total: STREETS & ROA					**$1,200.00**	
	CAFR Total:					**$1,200.00**	
	Fund Total: CURRENT					**$5,804.14**	
Fund:TRANSPORTATION UTILITY: BUDGET:							
4-06-55-507-000-101	CAPITAL OUTLAY: BANGS & PROSPECT						
		TMASSO	T & M ASSOCIATES	22-02806	SAFE ROUTES TO TRANSIT	$2,924.50	$0.00 B
	Extd Total:					**$2,924.50**	
	Department Total:					**$2,924.50**	
	CAFR Total:					**$2,924.50**	
	Fund Total: TRANSPORTATION UTI					**$2,924.50**	
	Year Total:					**$8,728.64**	
Fund:CURRENT							
Department:ADMINISTRATION							
Extd:ADMINISTRATION							
5-01-20-100-000-207	ADMINISTRATION Contractual						
		COSTCO	COSTCO WHOLESALE	25-01583	MEMBERSHIP RENEWAL JULY 2025	$32.50	$0.00
5-01-20-100-000-208	ADMINISTRATION Events						
		INTIMP	INITIAL IMPACT	25-01061	City Jacket	$125.00	

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account / Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount
5-01-20-100-000-209 ADMINISTRATION Professional Services						
	SUREN005	SURENIAN, EDWARDS, BUZAK &	25-01468	March Fees APHA	$3,048.00	$0.00
5-01-20-100-000-211 ADMINISTRATION Water						
	KEPSPR	KEPWEL SPRING WATER	25-01633	ACCT #117290 MAY 2025	$475.00	$0.00
5-01-20-100-000-251 ADMINISTRATION Comm. & Cultural Affairs						
	INTIMP	INITIAL IMPACT	25-01205	uniformed shirts & hoodies	$136.00	$0.00
	OVERT005	OVER THE MOON ART STUDIOS	25-01539	First Friday's Event for June	$1,250.00	$0.00
					$1,386.00	
	Extd Total: ADMINISTRATION				**$5,066.50**	
	Department Total: ADMINISTRATION				**$5,066.50**	
Department:MAYOR/COUNCIL						
Extd:MAYOR & COUNCIL						
5-01-20-110-000-299 MAYOR & COUNCIL Misc.						
	YVOCLA	YVONNE CLAYTON	25-01589	for Mayor/Council Presentation	$63.98	$0.00
	Extd Total: MAYOR & COUNCIL				**$63.98**	
	Department Total: MAYOR/COUNCIL				**$63.98**	
Department:MUNIC CLERK						
Extd:MUNICIPAL CLERK						
5-01-20-120-000-217 MUNICIPAL CLERK Ads&Promotion						
	GANNE005	GANNETT NEW YORK/NEW JERSE	25-01613	#4701 Ord 2025-12 Intro	$56.56	$0.00
	THECOA	THE NEW COASTER, LLC	25-01616	Invoice #10513 ord 2025-09	$25.85	$0.00
					$82.41	
	Extd Total: MUNICIPAL CLERK				**$82.41**	
	Department Total: MUNIC CLERK				**$82.41**	
Department:FINANCE						
Extd:FINANCIAL ADMINISTRATION						
5-01-20-130-000-202 FINANCE Office Supplies						
	WBMASON	W.B.MASON CO., INC.	25-01563	Finance - Paper, File Folders	$338.07	$0.00
5-01-20-130-000-205 FINANCE Ads						
	GANNE005	GANNETT NEW YORK/NEW JERSE	25-01417	ADDENDA 1 BID SEWAGE SLUDGE	$56.12	$0.00
5-01-20-130-000-206 FINANCE Copier						
	MUNCAP	MUNICIPAL CAPITAL CORPORATIO	25-01636	#40110340 Payment #30 of 60	$1,490.07	$0.00
5-01-20-130-000-222 FINANCE Training						
	JPMMUN	JPMONZO MUNICIPAL CONSULTIN	25-01599	Webinar June 12 SHBP	$50.00	$0.00
	JPMMUN	JPMONZO MUNICIPAL CONSULTIN	25-01619	SHBP WEBINAR 6/12 - T. LIZARDI	$50.00	$0.00
					$100.00	
	Extd Total: FINANCIAL ADMINISTRA				**$1,984.26**	

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

Budget Account *Description*

Vendor Id	*Vendor Name*	*P.O. Id*	*P.O. Description*	*Amount*	*Void Amount*
5-01-20-130-000-222	FINANCE Training		*Account Continued*		
	Department Total: FINANCE			**$1,984.26**	
Department:COMPUTER MIS					
Extd:COMPUTERIZED DATA PROCESSING					
5-01-20-140-000-219	COMPUTER DATA PROC. Equipment				
CDWGOV	CDW GOVERNMENT LLC	25-00856	1CGNC6J Supervisor MDTs	$277.74	$0.00
CDWGOV	CDW GOVERNMENT LLC	25-01160	Q#1CH037B & Q#1CH03NC IT	$499.68	$0.00
				$777.42	
5-01-20-140-000-222	COMPUTER DATA PROC Software Lic.				
TOSSOL	TOSHIBA BUSINESS SOLUTION	25-01486	Q#05022025 ABC Renewal 2025	$644.00	$0.00
INTER010	INTERACTION INSIGHT CORP.	25-01488	INV#5171 2025 Renewal	$1,699.00	$0.00
				$2,343.00	
	Extd Total: COMPUTERIZED DATA F			**$3,120.42**	
	Department Total: COMPUTER MIS			**$3,120.42**	
Department:TAX REV ADMIN					
Extd:TAX REVENUE ADMINISTRATION					
5-01-20-145-000-202	TAX REV ADMIN Office Supplies				
GREFIN	GREATAMERICA FINANCIAL SVCS.	25-01576	MAY FOLDING MCH. INV #39300821	$389.00	$0.00
	Extd Total: TAX REVENUE ADMINIS			**$389.00**	
	Department Total: TAX REV ADMIN			**$389.00**	
Department:DIRECTOR OF COMMUNICATIONS					
Extd:DIRECTOR OF COMMUNICATIONS					
5-01-20-151-000-203	DIRECTOR OF COMMUNICATIONS Calendar				
POST	POSTMASTER	25-01594	Spring Newsletter	$1,760.00	$0.00
	Extd Total: DIRECTOR OF COMMUN			**$1,760.00**	
	Department Total: DIRECTOR OF C(			**$1,760.00**	
Department:LEGAL SERVICES					
Extd:LEGAL SERVICES					
5-01-20-155-000-209	LEGAL SERVICES Fees				
MARFAL	MARAZITI FALCON, LLP	25-01403	Professional Services Rendered	$962.50	$0.00
DILWO005	DILWORTH PAXSON, LLP	25-01512	Invoice 625022 General Fees	$665.00	$0.00
PEMLA005	PEM Law LLP	25-01612	Invoice 3315 WM Vs AP	$6,463.30	$0.00
RAINO005	RAINONE COUGHLIN MINCHELLO	25-01620	Invoice 22649 Labor Attorney	$4,540.50	$0.00
				$12,631.30	
	Extd Total: LEGAL SERVICES			**$12,631.30**	
	Department Total: LEGAL SERVICE!			**$12,631.30**	

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account *Description*

Vendor Id	*Vendor Name*	*P.O. Id*	*P.O. Description*	*Amount*	*Void Amount*
Department:ENGINEER SERV					
Extd:ENGINEERING SERVICES					
5-01-20-165-000-209	ENGINEERING SERVICES Fees				
TMASSO	T & M ASSOCIATES	25-01623	SE486080 General Engineering	$16,319.88	$0.00
	Extd Total: ENGINEERING SERVICE			**$16,319.88**	
	Department Total: ENGINEER SERV			**$16,319.88**	
	CAFR Total:			**$41,417.75**	
Department:Planning Department					
Extd:Planning Department					
5-01-21-179-000-210	PLANNING DEPT. Zoning Board Fees				
CLACAN	CLARKE CATON HINTZ PC	25-01578	PB & ZB PROF. SVS	$1,412.50	$0.00
	Extd Total: Planning Department			**$1,412.50**	
	Department Total: Planning Departn			**$1,412.50**	
	CAFR Total:			**$1,412.50**	
Department:POLICE					
Extd:POLICE DEPARTMENT					
5-01-25-240-000-202	POLICE Office Supplies				
TRIFOR	TRI-TECH FORENSICS, INC.	25-00470	crime scene tape	$669.40	$0.00
5-01-25-240-000-203	POLICE Motor Vehicle				
EASTC	EAST COAST EMERGENCY LIGHTII	25-00728	Car 49 arm rest replacement	$118.30	$0.00
5-01-25-240-000-215	POLICE Miscellaneous				
COSTCO	COSTCO WHOLESALE	25-01583	MEMBERSHIP RENEWAL JULY 2025	$32.50	$0.00
5-01-25-240-000-222	POLICE Training				
NJSTATE	NJ STATE ASSOCIATION OF CHIEF	25-01566	Annual Training Conference	$485.00	$0.00
5-01-25-240-000-276	POLICE: PAL Expenses				
COSTCO	COSTCO WHOLESALE	25-01583	MEMBERSHIP RENEWAL JULY 2025	$32.50	$0.00
	Extd Total: POLICE DEPARTMENT			**$1,337.70**	
	Department Total: POLICE			**$1,337.70**	
Department:FIRE DEPT.					
Extd:FIRE DEPARTMENT					
5-01-25-265-000-202	FIRE DEPT. Office Supplies				
WBMASON	W.B.MASON CO., INC.	25-01430	MISC. OFFICE SUPPLIES	$35.05	$0.00
5-01-25-265-000-203	FIRE DEPT. Motor Vehicle				
FISONS	FIS on Site Service LLC	25-01264	EST:SO-1191 Eng. 76 Repairs	$1,129.15	$0.00
ESIEQU	ESI EQUIPMENT, INC.	25-01535	INVOICE#25-937 COUPLER LEAK	$295.00	$0.00
				$1,424.15	
5-01-25-265-000-206	FIRE DEPT. Purchase of Equipment				

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

04:18 PM

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	
5-01-25-265-000-206	FIRE DEPT. Purchase of Eq				Account Continued			
		THEHAR	THE HARDWARE STORE	25-00304	BLANKET PO NOT TO EXCEED	$6.99	$0.00	E
		FISONS	FIS on Site Service LLC	25-01264	EST:SO-1191 Eng. 76 Repairs	$1,909.24	$0.00	
		VERALP	V.E. RALPH & SON, INC.	25-01536	Q#112820 & #112821	$1,207.32	$0.00	
						$3,123.55		
5-01-25-265-000-212	FIRE DEPT. Dues,Licenses,Subscriptions							
		NATFIE	NATIONAL FIRE PROTECTION ASS.	25-01538	2025 KEDDY RENEWAL ID#2035428	$225.00	$0.00	
5-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees							
		CORON005	CORONIS HEALTH RCM, LLC	25-01176	Invoice 1509198 March Fees	$4,483.01	$0.00	
		CORON005	CORONIS HEALTH RCM, LLC	25-01445	Invoice 1510272 April Fees	$4,156.93	$0.00	
						$8,639.94		
	Extd Total: FIRE DEPARTMENT					**$13,447.69**		
Extd:FIRE HYDRANT								
5-01-25-265-266-299	FIRE HYDRANT Misc.							
		NJAMER	N.J. AMERICAN WATER CO.	25-01631	#1018-210026567043 4/24-5/22	$24,572.13	$0.00	
	Extd Total: FIRE HYDRANT					**$24,572.13**		
	Department Total: FIRE DEPT.					**$38,019.82**		
	CAFR Total:					**$39,357.52**		
Department:STREETS & ROAD								
Extd:STREETS & ROADS MAINTENANCE								
5-01-26-290-000-203	STREETS & ROAD Motor Vehicle							
		SEACHE	SEACOAST CHEVROLET OLDS	25-00098	VARIOUS PARTS BLANKET	$343.35	$0.00	B
		THEHAR	THE HARDWARE STORE	25-00102	VARIOUSPARTS/MECHANICS BLANKET	$149.97	$0.00	B
		SERVI005	SERVICE TIRE TRUCK CENTERS	25-00104	VARIOUS PARTS BLANKET	$250.00	$0.00	B
		PRIME005	PRIME LUBE INC	25-00166	VARIOUS PARTS BLANKET	$217.95	$0.00	B
		GPCNA091	GPC-NAPA AUTO PARTS	25-00759	VARIOUS PARTS BLANKET	$43.96	$0.00	B
		EASAUT	EASTERN AUTOPARTS WAREHOUS	25-01173	VARIOU PARTS BLANKET	$2,290.71	$0.00	B
		SEAFOR	SEA BREEZE FORD INC.	25-01313	VARIOUS PARTS BLANKET	$16.01	$0.00	B
		KIMBA005	KIMBALL MIDWEST	25-01393	VARIOUS PARTS	$1,458.33	$0.00	
		WETIMM	W.E. TIMMERMAN COMPANY, INC.	25-01481	ELGIN#32 R/S WIPER MOTOR	$1,007.98	$0.00	
		THEHAR	THE HARDWARE STORE	25-01542	#1731224 TWINE/DUCT TAPE	$43.56	$0.00	
		SERVI005	SERVICE TIRE TRUCK CENTERS	25-01547	DPW EIGHT TIRES	$1,200.00	$0.00	
		SERVI005	SERVICE TIRE TRUCK CENTERS	25-01548	APPD 36 TIRES	$4,903.14	$0.00	
						$11,924.96		
5-01-26-290-000-212	STREETS & ROAD Tools							
		GRAING	GRAINGER, INC.	25-01504	Misc Tools	$666.67	$0.00	
5-01-26-290-000-213	STREETS & ROAD Safety Equipment							
		BOSUN005	BOSUN EQUIPMENT CONTRACTIN	25-01095	EST MAINT REPAIR-2025 INSPECTI	$1,295.00	$0.00	
5-01-26-290-000-218	STREETS & ROAD Contract.Serv.							
		CINCOR	CINTAS CORPORATION NO 2	25-01506	#5270354506 MEDICAL RESTOCK	$105.37	$0.00	
		DAVID005	DAVID CRAWFORD	25-01507	boot reimbursement 2025	$145.99		

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

Budget Account *Description*

Vendor Id	*Vendor Name*	*P.O. Id*	*P.O. Description*	*Amount*	*Void Amount*	
5-01-26-290-000-218	STREETS & ROAD Contract		*Account Continued*			
AMAZO005	AMAZON.COM SERVICES	25-01533	30-36"Nifty Nabber Grabbers	$599.10	$0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC	25-01598	1 cyl.oxygen,acetylene,propane	$148.65	$0.00	
				$999.11		
	Extd Total: STREETS & ROADS MAI			**$14,885.74**		
	Department Total: STREETS & ROAI			**$14,885.74**		
Department:SOLID WASTE						
Extd:SOLID WASTE COLLECTION						
5-01-26-305-000-209	SOLID WASTE Fees					
DELDEM	DELISA DEMOLITION, INC.	25-01505	#332434 TRASH FEES 5/1 - 5/15	$30,004.78	$0.00	
DELDEM	DELISA DEMOLITION, INC.	25-01509	haul fee,20yd.single stream	$1,674.60	$0.00	
DELDEM	DELISA DEMOLITION, INC.	25-01597	dupmed 6 7yd compactors	$2,889.11	$0.00	
				$34,568.49		
5-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM	DELISA DEMOLITION, INC.	25-01584	Monthly service June 2025	$75,833.33	$0.00	
	Extd Total: SOLID WASTE COLLECT			**$110,401.82**		
	Department Total: SOLID WASTE			**$110,401.82**		
Department:BUILDING & GND						
Extd:BUILDINGS & GROUNDS						
5-01-26-310-000-203	BUILDING & GND Misc. Hardware					
THEHAR	THE HARDWARE STORE	25-00290	Misc Hardware	$44.22	$0.00	E
GRAING	GRAINGER, INC.	25-01315	Misc Hardware	$274.34	$0.00	E
				$318.56		
5-01-26-310-000-210	BUILDING & GND Building Repairs					
FERENT	FERGUSON ENTERPRISES INC.	25-00197	Misc Plumbing Supplies	$75.05	$0.00	E
TRAUS	TRANE U.S. INC.	25-01464	INV #315324140 SENIOR CENTER	$8,605.00	$0.00	
TRAUS	TRANE U.S. INC.	25-01614	Senior Center Heating Repair	$4,478.01	$0.00	
				$13,158.06		
5-01-26-310-000-218	BUILDING & GND Contract.Serv.					
OMNIM005	OMNIMETRIX	25-01562	#DATA40011-1 CITY HALL	$720.00	$0.00	
	Extd Total: BUILDINGS & GROUNDS			**$14,196.62**		
	Department Total: BUILDING & GND			**$14,196.62**		
	CAFR Total:			**$139,484.18**		
Department:PUBLIC ASST						
Extd:SOCIAL SERVICES:						
5-01-27-345-000-218	SOCIAL SERVICES Contract Services					
COSTCO	COSTCO WHOLESALE	25-01583	MEMBERSHIP RENEWAL JULY 2025	$32.50	$0.00	
	Extd Total: SOCIAL SERVICES:			**$32.50**		
	Department Total: PUBLIC ASST			**$32.50**		

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

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Budget Account *Description*

Vendor Id	*Vendor Name*	*P.O. Id*	*P.O. Description*	*Amount*	*Void Amount*
Department:SENIOR CENTER					
Extd:SENIOR CENTER					
5-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.				
ATLFIR	ATLANTIC SECURITY & FIRE, INC.	25-01568	#31275 Monitoring 6/1-8/31/25	$98.85	$0.00
5-01-27-350-000-205	SENIOR CENTER Recreation & Social				
EILEE005	EILEEN SOUL FOOD CATERING	25-01447	Chicken for Juneteenth Cookout	$105.00	$0.00
	Extd Total: SENIOR CENTER			**$203.85**	
	Department Total: SENIOR CENTER			**$203.85**	
	CAFR Total:			**$236.35**	
Department:RECREATION					
Extd:RECREATION SERVICES & PROGRAM					
5-01-28-370-000-290	RECREATION Programs/Activities				
CRAPRI	CRAFTMASTER PRINTING, INC.	25-01449	summer flyers	$560.00	$0.00
	Extd Total: RECREATION SERVICES			**$560.00**	
	Department Total: RECREATION			**$560.00**	
	CAFR Total:			**$560.00**	
Department:LIGHTING					
Extd:LIGHT,HEAT,POW					
5-01-31-435-435-299	LIGHT, HEAT & POWER Misc.				
NJNATU	N.J. NATURAL GAS CO.	25-01559	Various Accounts 4/15-5/14	$5,852.53	$0.00
NJNATU	N.J. NATURAL GAS CO.	25-01579	#22-0022-4651-07 4/15-5/14	$55.83	$0.00
NJNATU	N.J. NATURAL GAS CO.	25-01626	#22-0022-4650-94 4/15-5/14	$849.87	$0.00
JCPL	JCPL	25-01632	Various Accounts 4/24-5/26	$6,835.43	$0.00
				$13,593.66	
	Extd Total: LIGHT,HEAT,POW			**$13,593.66**	
Extd:STREET/TRAFFIC					
5-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.				
SHELL005	SHELL ENERGY SOLUTIONS	25-01571	Acct #24599 4/19-5/19	$81.16	$0.00
SHELL005	SHELL ENERGY SOLUTIONS	25-01573	Acct #30613 4/19/25-5/19/25	$2,659.38	$0.00
SHELL005	SHELL ENERGY SOLUTIONS	25-01574	Acct #24593 4/19/25-5/19/25	$93.06	$0.00
JCPL	JCPL	25-01580	Various Accounts 4/24-5/23	$315.56	$0.00
JCPL	JCPL	25-01606	Various Accounts 4/24-5/26	$3,695.90	$0.00
CONST010	CONSTELLATION NEWENERGY, IN	25-01627	08039098830006487122 4/23-5/22	$18.25	$0.00
JCPL	JCPL	25-01628	Various Accounts 4/26-5/27	$1,210.43	$0.00
JCPL	JCPL	25-01632	Various Accounts 4/24-5/26	$3,744.46	$0.00
JCPL	JCPL	25-01637	Various Accounts 4/24-5/26	$521.80	$0.00
				$12,340.00	
	Extd Total: STREET/TRAFFIC			**$12,340.00**	

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount
5-01-31-435-436-299	STREET&TRAFFIC LIGHTIN				*Account Continued*		
	Department Total: LIGHTING					**$25,933.66**	
Department:TELEPHONE							
Extd:TELEPHONE							
5-01-31-440-000-299	TELEPHONE Misc.						
		ATTLLC	AT&T MOBILITY LLC	25-01553	#287315151017 4/12-5/11	$776.39	$0.00
		ATTLLC	AT&T MOBILITY LLC	25-01554	#287284936037 4/12-5/11	$1,881.70	$0.00
		ATTLLC	AT&T MOBILITY LLC	25-01555	#287284651437 4/12-5/11	$1,262.50	$0.00
		TMOBIL	T-MOBILE	25-01625	#990733363 4/21/25-5/20/25	$530.62	$0.00
		MONINT	MONMOUTH INTERNET CORPORA	25-01634	INVOICE #361018-M JUNE 2025	$3,603.81	$0.00
						$8,055.02	
	Extd Total: TELEPHONE					**$8,055.02**	
	Department Total: TELEPHONE					**$8,055.02**	
Department:GASOLINE							
Extd:GASOLINE							
5-01-31-460-000-299	GASOLINE Misc.						
		GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	25-01537	#81148 UNLEADED FUEL 5/13/25	$6,850.86	$0.00
		GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	25-01596	1,407 gallons diesel fuel	$3,175.04	$0.00
						$10,025.90	
	Extd Total: GASOLINE					**$10,025.90**	
	Department Total: GASOLINE					**$10,025.90**	
	CAFR Total:					**$44,014.58**	
	Fund Total: CURRENT					**$266,482.88**	
Fund:BEACH							
Department:UTILITY OE							
Extd:BEACH UTILITY O/E: OTHER EXPENSES:							
5-05-55-502-000-206	BEACH UTILITY O/E: Purchase of Equipment						
		SHEDS005	SHEDS UNLIMITED LLC	25-01434	SHED STORAGE/BEACH SUPPLIES	$4,360.40	$0.00
		PERRY010	PERRY WEATHER, INC.	25-01610	LIGHTNING DETECTION SYSTEM	$10,350.00	$0.00
						$14,710.40	
5-05-55-502-000-211	BEACH UTILITY O/E: Light & Power						
		JCPL	JCPL	25-01632	Various Accounts 4/24-5/26	$303.22	$0.00
5-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware						
		WATCH005	WATCHTOWER SOLUTIONS, INC.	25-01410	beach patrol license 2025	$2,325.00	$0.00
		GRAING	GRAINGER, INC.	25-01483	Misc Beach Hardware	$431.50	$0.00 B
						$2,756.50	
5-05-55-502-000-213	BEACH UTILITY O/E: Motor Vehicle						
		JESCO	JESCO, INC.	25-01219	BACKHOE LOADER REAPIRS	$9,569.01	

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Budget Account	Description					
Vendor Id	*Vendor Name*	*P.O. Id*	*P.O. Description*		*Amount*	*Void Amount*
5-05-55-502-000-218	BEACH UTILITY O/E: Tools					
THEHAR	THE HARDWARE STORE	25-01111	blanket for Beach Bathing		$56.37	$0.00
5-05-55-502-000-222	BEACH UTILITY O/E: Cable					
OPTIMUM	OPTIMUM	25-01549	#07866-197754-01-4 5/15 - 6/14		$119.40	$0.00
	Extd Total: BEACH UTILITY O/E: OT				**$27,514.90**	
	Department Total: UTILITY OE				**$27,514.90**	
	CAFR Total:				**$27,514.90**	
	Fund Total: BEACH				**$27,514.90**	
Fund:TRANSPORTATION UTILITY: BUDGET:						
Department:UTILITY OE						
Extd:TRANS.UTILITY O/E: OTHER EXPENSES:						
5-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
KEPSPR	KEPWEL SPRING WATER	25-01633	ACCT #117290 MAY 2025		$12.00	$0.00
5-06-55-502-000-205	TRANS.UTILITY O/E: Enforcement Supply					
PARSOL	PARTEK SOLUTIONS, INC.	25-01470	Enforcement Ticket Paper		$2,565.60	$0.00
5-06-55-502-000-207	TRANS.UTILITY O/E: Internet					
OPTIMUM	OPTIMUM	25-01556	07866-196915-01-3 5/15-6/14/25		$200.00	$0.00
5-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
GLESUP	GLENCO SUPPLY INC.	25-01014	Beach Smoking Signage		$2,360.00	$0.00
5-06-55-502-000-216	TRANS.UTILITY O/E: Ads					
GANNE005	GANNETT NEW YORK/NEW JERSE	25-01545	BID COOKMAN & BOND IMPROVEMENT		$93.08	$0.00
5-06-55-502-000-220	TRANS.UTILITY O/E: Utilities					
NJNATU	N.J. NATURAL GAS CO.	25-01601	#22-0022-3490-85 4/15-5/14		$55.83	$0.00
	Extd Total: TRANS.UTILITY O/E: OTI				**$5,286.51**	
	Department Total: UTILITY OE				**$5,286.51**	
	CAFR Total:				**$5,286.51**	
	Fund Total: TRANSPORTATION UTIL				**$5,286.51**	
Fund:SEWER UTILITY: BUDGET:						
Department:UTILITY OE						
Extd:SEWER UTILITY O/E: OTHER EXPENSES:						
5-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
ENVLLC	ENVIROLUTIONS, LLC	25-01275	pump seal		$2,584.00	$0.00
GRAING	GRAINGER, INC.	25-01346	portable sump pump		$4,033.82	$0.00
					$6,617.82	
5-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
PSIPR005	PSI PROCESS	25-01456	INFLUENT PUMP REPAIRS		$10,973.70	$0.00
MUNMAI	MUNICIPAL MAINTENANCE CO.	25-01459	INVOICES 26270 & 26270 BYPASS		$68,432.47	$0.00
XYLDEW	XYLEM DEWATERING SOLUTIONS,	25-01463	INVOICE #401416101 RENTAL		$18,474.90	$0.00
					$97,881.07	

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	
5-07-55-502-000-211	SEWER UTILITY O/E: Light & Power							
		NJNATU	N.J. NATURAL GAS CO.	25-01559	Various Accounts 4/15-5/14	$3,592.72	$0.00	
5-07-55-502-000-218	SEWER UTILITY O/E: Contract Services							
		CERID005	CERIDA INVESTMENT CORP.	25-01550	#127-45591 JUNE 2025	$164.43	$0.00	
		KEPSPR	KEPWEL SPRING WATER	25-01633	ACCT #117290 MAY 2025	$12.00	$0.00	
						$176.43		
5-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite							
		UNIVAR	UNIVAR SOLUTIONS USA,INC.	25-01071	INV #_____ APRIL 2025	$6,359.36	$0.00	
	Extd Total: SEWER UTILITY O/E: OT					**$114,627.40**		
	Department Total: UTILITY OE					**$114,627.40**		
	CAFR Total:					**$114,627.40**		
	Fund Total: SEWER UTILITY: BUDGI					**$114,627.40**		
	Year Total:					**$413,911.69**		
Fund:GENERAL CAPITAL FUND BUDGET:								
Extd:Odr. 2018-57 Acq.Prop./Const. of FH								
C-04-55-998-176-001	Section 20 Costs							
		TMASSO	T & M ASSOCIATES	23-01422	FIRE HEADQUARTERS CONSTRUCTION	$29,029.97	$0.00	E
		JOHNS015	JOHNSTON COMMUNICATIONS	24-03401	NEW FIRE HOUSE NETWORK CABLING	$28,980.00	$0.00	E
		SHOPOI	SHORE POINT ARCHITECTURE,PA	25-01630	Invoice 1539 Firehouse Admin	$17,200.00	$0.00	
						$75,209.97		
	Extd Total: Odr. 2018-57 Acq.Prop./C					**$75,209.97**		
Extd:Ord. 2024-26 Various Veh. & Cap. Equip.								
C-04-55-998-186-003	Vehicles & Eqip. IT							
		CDWGOV	CDW GOVERNMENT LLC	25-01144	#1CH03DY Detective VS	$1,381.63	$0.00	
C-04-55-998-186-004	Vehicles & Equipment Police							
		PELLE005	PELLEGRINO CHEVROLET	24-02940	SIX 2025 CHEVROLET TRAVERSES	$220,845.00	$0.00	B
	Extd Total: Ord. 2024-26 Various Vel					**$222,226.63**		
	Department Total:					**$297,436.60**		
	CAFR Total:					**$297,436.60**		
	Fund Total: GENERAL CAPITAL FUI					**$297,436.60**		
Fund:PARKING CAPITAL								
Department:Ord. 2020-8 Memorial Drive Paving								
Extd:Ord. 2020-8 Memorial Drive Paving								
C-09-17-906-000-901	Section 20 Costs							
		TMASSO	T & M ASSOCIATES	20-03383	Reso 2020-303 Memorial Dr.	$290.00	$0.00	B
		DILWO005	DILWORTH PAXSON, LLP	25-01508	Invoice 625023 Memorial Drive	$40.00	$0.00	
						$330.00		
	Extd Total: Ord. 2020-8 Memorial Dri					**$330.00**		

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account *Description*

Vendor Id	*Vendor Name*	*P.O. Id*	*P.O. Description*	*Amount*	*Void Amount*	
C-09-17-906-000-901	Section 20 Costs		*Account Continued*			
	Department Total: Ord. 2020-8 Mem			**$330.00**		
Department:Ord. 2021-37 Var. Transportation Impr.						
Extd:Ord. 2021-37 Var. Transportation Impr.						
C-09-17-908-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	24-03653	TRAFFIC SIGNALS GRAND & SUNSET	$7,209.83	$0.00	E
	Extd Total: Ord. 2021-37 Var. Transp			**$7,209.83**		
	Department Total: Ord. 2021-37 Var.			**$7,209.83**		
Department:Ord. 2024-20 1st Ave. Road Improvements						
Extd:Ord. 2024-20 1st Ave. Road Improvements						
C-09-17-911-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	24-02201	FIRST AVE ROADWAY IMPROVEMENTS	$15,335.68	$0.00	E
	Extd Total: Ord. 2024-20 1st Ave. Ro			**$15,335.68**		
	Department Total: Ord. 2024-20 1st /			**$15,335.68**		
	CAFR Total:			**$22,875.51**		
	Fund Total: PARKING CAPITAL			**$22,875.51**		
	Year Total:			**$320,312.11**		
Fund:GRANT FUND BUDGET:						
G-02-43-956-022-214	NJ DOT Asbury Ave. Bikeway Project					
TMASSO	T & M ASSOCIATES	23-03019	ASBURY AVE BIKEWAY IMPROVEMENT	$71.25	$0.00	E
G-02-43-956-022-217	Opiod Settlement Funds					
THERA005	PROSPERITYEHR	24-03404	Database Fees 11/2024 -10/2025	$542.50	$0.00	E
JOURN005	JOURNEYWORKS PUBLISHING	25-01446	Literature for Opioid O/R	$421.30	$0.00	
TMOBIL	T-MOBILE	25-01625	#990733363 4/21/25-5/20/25	$64.11	$0.00	
				$1,027.91		
G-02-43-956-022-218	UEZ Facade/Walkway Improvements					
RALPH005	RALPHS ITALIAN ICE AND ICE	25-01560	FACADE PROGRAM REIMBURSE	$625.00	$0.00	
	Extd Total:			**$1,724.16**		
	Department Total:			**$1,724.16**		
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance					
CONFE005	CONFECTIONS OF A ROCKSTAR LL	25-00435	LEASE SUBSIDY BLANKET $2976	$496.00	$0.00	B
CHOCO005	CHOCO LOVERS ASBURY, LLC	25-00586	TOTAL AMT FOR 6 PMNTS @$298 EA	$298.00	$0.00	B
RALPH005	RALPHS ITALIAN ICE AND ICE	25-00690	LEASE SUB - 6 PMNTS @$387.70	$387.70	$0.00	B
MOGOK005	MOGO KOREAN FUSION TACOS	25-01186	LEASE SUB BLANKET $2484	$414.00	$0.00	B
MOGOA005	MOGO ASBURY PARK LLC	25-01448	BLANKET-6 PMNTS OF $387.70 EA	$387.70	$0.00	B
PHILL005	PHILLY PRETZEL FACTORY	25-01561	LEASE SUB - 6PMNTS @ $365.35	$365.35	$0.00	B
				$2,348.75		
	Extd Total:			**$2,348.75**		
	Department Total:			**$2,348.75**		

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CITY OF ASBURY PARK
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Budget Account *Description*

Vendor Id	*Vendor Name*	*P.O. Id*	*P.O. Description*	*Amount*	*Void Amount*
G-02-43-984-024-201	Municipal Share				
TMASSO	T & M ASSOCIATES	24-02759	BOARDWALK RESTROOMS PROJECT	$11,464.75	$0.00
TMASSO	T & M ASSOCIATES	24-02760	BOARDWALK DECKING REPLACEMENT	$8,507.42	$0.00
				$19,972.17	
	Extd Total:			**$19,972.17**	
	Department Total:			**$19,972.17**	
G-02-43-995-024-200	Community Mental Health Grant				
INTNEI	INTERFAITH NEIGHBORS,INC.	25-01543	Invoice 043025AP Produce	$2,500.00	$0.00
	Extd Total:			**$2,500.00**	
	Department Total:			**$2,500.00**	
	CAFR Total:			**$26,545.08**	
	Fund Total: GRANT FUND BUDGET:			**$26,545.08**	
	Year Total:			**$26,545.08**	
Fund:COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:2024 CDBG 24-MC-83-850-850-000					
T-17-83-850-850-001	2024 Administration				
GANNE005	GANNETT NEW YORK/NEW JERSE	25-01511	CDBG Public Notices	$205.96	$0.00
	Extd Total: 2024 CDBG 24-MC-83-85			**$205.96**	
	Department Total:			**$205.96**	
	CAFR Total:			**$205.96**	
	Fund Total: COMMUNITY DEVELOPI			**$205.96**	
Fund:TRUST OTHER					
T-20-56-850-860-801	Reserve for Unemployment Compensation				
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLO	25-01608	3rd Q 2024 Unemployment	$28,563.95	$0.00
	Extd Total:			**$28,563.95**	
T-20-56-850-878-801	Reserve for Recreation				
INTIMP	INITIAL IMPACT	25-01061	City Jacket	$125.00	$0.00
INTIMP	INITIAL IMPACT	25-01205	uniformed shirts & hoodies	$136.00	$0.00
				$261.00	
	Extd Total:			**$261.00**	
	Department Total:			**$28,824.95**	
	CAFR Total:			**$28,824.95**	
	Fund Total: TRUST OTHER			**$28,824.95**	
Fund:PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:PLANNING & ZONING ESCROW FUND BUDGET:					

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account	Description	Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount
T-21-00-412-000-299	527 BANGS AVENUE(LINUS HOLDINGS CORP)						
		CLACAN	CLARKE CATON HINTZ PC	25-01578	PB & ZB PROF. SVS	$232.50	$0.00
		Extd Total:				**$232.50**	
		Department Total:				**$232.50**	
T-21-00-461-000-299	1201 MEMORIAL DRIVE(JEMAL'S BRAVERMAN)						
		CLACAN	CLARKE CATON HINTZ PC	25-01578	PB & ZB PROF. SVS	$2,566.25	$0.00
		Extd Total:				**$2,566.25**	
		Department Total:				**$2,566.25**	
Department:B.A.N's							
T-21-00-521-000-299	637/701 LAKE AVENUE(DOUGLAS DEVELOPMENT)						
		CLACAN	CLARKE CATON HINTZ PC	25-01578	PB & ZB PROF. SVS	$542.50	$0.00
		Extd Total:				**$542.50**	
		Department Total: B.A.N's				**$542.50**	
T-21-00-550-000-299	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP)						
		CLACAN	CLARKE CATON HINTZ PC	25-01578	PB & ZB PROF. SVS	$455.00	$0.00
		Extd Total:				**$455.00**	
		Department Total:				**$455.00**	
T-21-00-551-000-299	700 MONROE AVE(MONROE AVENUE REALTY,LLC)						
		CLACAN	CLARKE CATON HINTZ PC	25-01578	PB & ZB PROF. SVS	$620.00	$0.00
		Extd Total:				**$620.00**	
		Department Total:				**$620.00**	
T-21-00-593-000-299	BLOCK 4306(ASBURY PARTNERS, LLC)						
		CLACAN	CLARKE CATON HINTZ PC	25-01578	PB & ZB PROF. SVS	$465.00	$0.00
		TMASSO	T & M ASSOCIATES	25-01621	SE486082 The Delta	$274.50	$0.00
						$739.50	
		Extd Total:				**$739.50**	
		Department Total:				**$739.50**	
T-21-00-608-000-299	9 SUNSET DRIVE(MARIA D. TORRES)						
		CLACAN	CLARKE CATON HINTZ PC	25-01578	PB & ZB PROF. SVS	$310.00	$0.00
		Extd Total:				**$310.00**	
		Department Total:				**$310.00**	
T-21-00-613-000-299	201-203 EIGHTH AVENUE(K.HOVNANIAN)						
		CLACAN	CLARKE CATON HINTZ PC	25-01578	PB & ZB PROF. SVS	$697.50	$0.00
		Extd Total:				**$697.50**	

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

Budget Account	Description				
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount
T-21-00-613-000-299	201-203 EIGHTH AVENUE(K		Account Continued		
	Department Total:			**$697.50**	
T-21-00-620-000-299	711 BANGS AVENUE(725 MATTISON, LLC)				
CLACAN	CLARKE CATON HINTZ PC	25-01578	PB & ZB PROF. SVS	$465.00	$0.00
	Extd Total:			**$465.00**	
	Department Total:			**$465.00**	
T-21-00-622-000-299	601 GRAND AVENUE(HOPE ACADEMY CHARTER)				
CLACAN	CLARKE CATON HINTZ PC	25-01578	PB & ZB PROF. SVS	$697.50	$0.00
	Extd Total:			**$697.50**	
	Department Total:			**$697.50**	
T-21-00-636-000-299	807 SUMMERFIELD AVE(807 SUMMERFIELD,LLC)				
CLACAN	CLARKE CATON HINTZ PC	25-01578	PB & ZB PROF. SVS	$1,258.03	$0.00
	Extd Total:			**$1,258.03**	
	Department Total:			**$1,258.03**	
	CAFR Total: PLANNING & ZONING E			**$8,583.78**	
	Fund Total: PLANNING & ZONING E			**$8,583.78**	
Fund:CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-806	711&607 Mattison/545 Lake/550 Cookm(APB)				
TMASSO	T & M ASSOCIATES	25-01622	SE486081 711 Mattison Ave	$545.50	$0.00
T-48-56-850-000-830	216-218 3RD AVENUE(K.HOVNANIAN CO.,LLC)				
MARFAL	MARAZITI FALCON, LLP	25-01403	Professional Services Rendered	$130.00	$0.00
T-48-56-850-000-842	iSTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)				
MARFAL	MARAZITI FALCON, LLP	25-01403	Professional Services Rendered	$130.00	$0.00
T-48-56-850-000-857	201 6TH/KINGLSEY(AP LUXURY APTS.&RESORT)				
MARFAL	MARAZITI FALCON, LLP	25-01403	Professional Services Rendered	$585.00	$0.00
T-48-56-850-000-868	201 2ND AVE(209-213 FOURTH AVE,LLC)				
MARFAL	MARAZITI FALCON, LLP	25-01403	Professional Services Rendered	$715.00	$0.00
T-48-56-850-000-870	BLOCK 4306(ASBURY PARTNERS, LLC) DELTA				
MARFAL	MARAZITI FALCON, LLP	25-01403	Professional Services Rendered	$227.50	$0.00
T-48-56-850-000-874	MM BOARDWALK(MADISON MARQUETTE,LLC)				
MARFAL	MARAZITI FALCON, LLP	25-01510	Invoice 59496 Boardwalk	$30,707.97	$0.00
T-48-56-850-000-879	201-203 EIGHTH AVENUE(K.HOVNANIAN)				
MARFAL	MARAZITI FALCON, LLP	25-01403	Professional Services Rendered	$325.00	$0.00
T-48-56-850-000-884	AP TRANGLE2(BLOCK 3801)(ASBURY PARTNERS)				
MARFAL	MARAZITI FALCON, LLP	25-01403	Professional Services Rendered	$162.50	$0.00
T-48-56-850-000-887	BLOCK 3802(ASBURY PARTNERS, LLC)				
MARFAL	MARAZITI FALCON, LLP	25-01403	Professional Services Rendered	$162.50	$0.00
	Extd Total:			**$33,690.97**	

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

Budget Account *Description*

Vendor Id	*Vendor Name*	*P.O. Id*	*P.O. Description*	*Amount*	*Void Amount*
T-48-56-850-000-887	BLOCK 3802(ASBURY PAR		*Account Continued*		
	Department Total:			**$33,690.97**	
	CAFR Total:			**$33,690.97**	
	Fund Total: CITY OF ASBURY PARK			**$33,690.97**	
	Year Total:			**$71,305.66**	

Total Charged Lines: **343** **Total List Amount:** **$840,803.18** **Total Void Amount:** **$0.00**

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	4-01	$5,804.14	$0.00	$0.00	$5,804.14
TRANSPORTATION UT	4-06	$2,924.50	$0.00	$0.00	$2,924.50
	Year Total:	$8,728.64	$0.00	$0.00	$8,728.64
CURRENT	5-01	$266,482.88	$0.00	$0.00	$266,482.88
BEACH	5-05	$27,514.90	$0.00	$0.00	$27,514.90
TRANSPORTATION UT	5-06	$5,286.51	$0.00	$0.00	$5,286.51
SEWER UTILITY: BUDG	5-07	$114,627.40	$0.00	$0.00	$114,627.40
	Year Total:	$413,911.69	$0.00	$0.00	$413,911.69
GENERAL CAPITAL FU	C-04	$297,436.60	$0.00	$0.00	$297,436.60
PARKING CAPITAL	C-09	$22,875.51	$0.00	$0.00	$22,875.51
	Year Total:	$320,312.11	$0.00	$0.00	$320,312.11
GRANT FUND BUDGET	G-02	$26,545.08	$0.00	$0.00	$26,545.08
COMMUNITY DEVELOF	T-17	$205.96	$0.00	$0.00	$205.96
TRUST OTHER	T-20	$28,824.95	$0.00	$0.00	$28,824.95
PLANNING & ZONING I	T-21	$8,583.78	$0.00	$0.00	$8,583.78
CITY OF ASBURY PARI	T-48	$33,690.97	$0.00	$0.00	$33,690.97
	Year Total:	$71,305.66	$0.00	$0.00	$71,305.66
Total Of All Funds:		$840,803.18	$0.00	$0.00	$840,803.18

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

June 11, 2025 Meeting

Balance Brought Forward from Total List Amount	$ 840,803.13
CMRS-FP (25-01544)	$ 2,500.00
Treasurer, State of NJ NJHDEP-Bureau of Water (25-01581)	$ 150.00

Total: $ 843,453.13

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

Attachment: Bill List 6-11-25 (2025-292 : Payment of Bills)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-293

Resolution authorizing the purchase of admissions and group packages for the 2025 Summer Day Camp Program and the PAL Summer Camp as needed for summer camp activities to various locations in an amount not-to-exceed $125,000 utilizing Recreation and Police Funds.

RESOLUTION NO. 2025-293

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE PURCHASE OF ADMISSION AND GROUP PACKAGES NEEDED FOR THE 2025 SUMMER DAY CAMP PROGRAM AND 2025 POLICE ATHLETIC LEAGUE SUMMER CAMP IN AN AMOUNT NOT-TO-EXCEED $125,000

WHEREAS, the City of Asbury Park ("City") has a need to purchase various admissions and group packages for summer camp activities for the 2025 Summer Day Camp Program and the 2025 Police Athletic League (PAL) Summer Camp; and

WHEREAS, the potential destinations for the 2025 Summer Day Camp Program and the PAL Summer Camp are:

- Shore Lanes Bowling, Route 35, Neptune City
- Hot Sand, Cookman Avenue, Asbury Park
- Jenkinson's Boardwalk, Ocean Avenue, Point Pleasant Beach
- TAKA and Asbury Park Downtown City tour, Cookman Avenue, Asbury Park
- Monster Mini Golf, Hope Road, Eatontown
- Sky Zone Trampoline Park, Route 66, Ocean Township
- Adventure Aquarium, Riverside Drive, Camden
- Asbury Park Boardwalk, Ocean Avenue, Asbury Park
- Shark River Park, Schoolhouse Road, Wall Township
- Hurricane Harbor New Jersey, Six Flags Boulevard, Jackson Township
- Big Kahuna's Water Park, Route 73, West Berlin
- Medieval Times, Polito Avenue, Lyndhurst
- Woodbridge Community Center, Main Street, Woodbridge
- Dave & Buster's, Route 9, Freehold
- ClimbZone, Route 9 Howell
- Breakwater Beach, Grant Avenue, Seaside Heights
- The Funplex, Route 38, Mount Laurel
- Keansburg Amusement Park, Beachway Avenue, Keansburg
- American Dream Mall, American Dream Way, East Rutherford
- Bowlero, Route 36, Howell
- Pirates Adventures, Princeton Avenue, Brick
- iPlay America, Schanck Road, Freehold

- Liberty Science Center, Jersey City Boulevard, Jersey City
- Medieval Times, Polito Avenue, Lyndhurst
- Minskoff Theatre (Broadway Theatre), New York, NY

WHEREAS, the Department of Recreation and Police will solicit and obtain quotes as needed for all 2025 Summer Camp activities and trips; and

WHEREAS, the City of Asbury Park is desirous of awarding a blanket for the 2025 Summer Day Camp Program and the Police Athletic League Summer Camp in an amount not-to-exceed $125,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 5-01-28-370-000-290, 5-01-25-240-000-276 and T-20-56-850-87-801. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of various admissions and group packages for summer camp activities for the 2025 Summer Day Camp Program and the Police Athletic League Summer Camp as needed in an amount not-to-exceed $125,000.00 and a copy of this Resolution shall be provided to the City Manager, Chief of Police, Director of Recreation, CFO and Purchasing Agent.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-293 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-294
Resolution authorizing payment for two emergency by-pass pump rentals needed at the Wastewater Treatment Plant to Municipal Maintenance Co. totaling $39,373.74 utilizing Sewer O&E Funds. Emergency declared on March 17, 2025.

RESOLUTION NO. 2025-294

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING PAYMENT FOR TWO EMERGENCY BY-PASS PUMP RENTALS NEEDED AT THE WASTEWATER TREATMENT PLANT

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

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

WHEREAS, the City of Asbury Park authorizes payment to Municipal Maintenance Co. in the amount of $39,373.74 for two emergency by-pass pump rentals needed at the Wastewater Treatment Plant from April 19, 2025 through May 16, 2025; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Sewer Account C-08-55-529-025-002. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes payment to Municipal Maintenance Co. in the amount of $39,373.74 for two emergency by-pass pump rentals needed at the Wastewater Treatment Plant.

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-294 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Remit To: Municipal Maintenance Co.
1352 Taylors Lane
Cinnaminson, NJ 08077

MUNICIPAL MAINTENANCE CO.

Invoice

Invoice 26533
Invoice Date 05/21/25
Due Date 06/20/25

Bill To: City of Asbury Park
9 Main Street
Asbury Park, NJ 07712

Work Description:

This partial invoice is for the following work completed from 4/19 - 5/16

- Setup (2) 8" Godwin bypass pumps on 3/17
- Performed several routine maintenance services on bypass pumps
- Mobilized to remove rags from bypass impellers
- Removed primary bypass pump and discharge piping on 5/13
- Adjusted floats on the backup bypass pump to make it the backup for the station pumps

Monthly Bypass Rental (4/19 - 5/16) $19,512.00
Rag Removal Mobilizations $7,160.00
Routine Pump Maintenance $4,351.24
Breakdown Primary Bypass Pump $8,350.50

Total Due $39,373.74

*The reduced rental rate of $9,891.00 will go into effect on the rental period starting 5/17

Work Order: 251217

Service Location:
1700 Kingsley
Asbury Park, NJ 07712

Price Method: Flat Price

Description	Price Total	Tax Amount	Total
Total	39,373.74	0.00	39,373.74
	39,373.74	0.00	39,373.74

Discount Date: **Discount Rate:** 0% **Terms:** Net 30 days

Subtotal	39,373.74
Tax	0.00
Total	39,373.74

Attachment: MUNICIPAL MAINTENANCE INVOICE_001 (2025-294 : Authoring Payment for Emergency By-Pass Pumps Temporarily Needed at

Tracy Lizardi

From: John Hayes
Sent: Monday, March 17, 2025 8:40 AM
To: JoAnn Boos; Gregory Schweikert
Cc: Gregory Toro; Tracy Lizardi
Subject: RE: Influent pumps

Greg. S. This is been declared an emergency. Please keep us updated with any repairs needed.

Thanks.
John

John B. Hayes
Deputy City Manager
(He/Him/His)
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712
T: 732-502-5727
C: 732-456-9270

From: JoAnn Boos <JoAnn.Boos@asburypark.gov>
Sent: Monday, March 17, 2025 8:21 AM
To: John Hayes <John.Hayes@asburypark.gov>; Gregory Schweikert <Gregory.Schweikert@asburypark.gov>
Cc: Gregory Toro <Gregory.Toro@asburypark.gov>; Tracy Lizardi <Tracy.Lizardi@asburypark.gov>
Subject: RE: Influent pumps

Please declare it an emergency.

JoAnn Boos
Chief Financial Officer
1 Municipal Plaza
Asbury Park, NJ 07712
P:732-502-5709
Joann.boos@asburypark.gov

From: John Hayes <John.Hayes@asburypark.gov>
Sent: Sunday, March 16, 2025 1:34 PM
To: Gregory Schweikert <Gregory.Schweikert@asburypark.gov>
Cc: Gregory Toro <Gregory.Toro@asburypark.gov>; JoAnn Boos <JoAnn.Boos@asburypark.gov>; Tracy Lizardi <Tracy.Lizardi@asburypark.gov>
Subject: Re: Influent pumps

Attachment: MUNICIPAL MAINTENANCE INVOICE_001 (2025-294 : Authoring Payment for Emergency By-Pass Pumps Temporarily Needed at

Spoke with Greg S. via phone. He will touch base with us in the AM but this something we definitely have to fix. Thanks.
John B. Hayes
Deputy City Manager
City of Asbury Park
(He/Him/His)

On Mar 16, 2025, at 10:59 AM, Gregory Schweikert <Gregory.Schweikert@asburypark.gov> wrote:

We just had an influent pump (making a lot of noise) stop pumping yesterday, Saturday, March 15th. After isolating the area and inspecting the pump this morning we noticed that the wear ring fell and while down checking on the other pump it to had a similar issue (no noise was detected we just took advantage to pull rags while bay was isolated). This is catastrophic by nature as we are now down to a single pump. That means any rain event or failure of this pump would stop all flow from moving causing the sewer lines to back up. I would like to get the pump that is out being repaired (waiting on budget) to move forward immediately and have Municipal Maintenance pull the other 2 (which may need an easier repair). Unfortunately a bypass pump should also be put in place until we have at least 2 of our pumps in place. Please advise how you want me to proceed.

Greg S.

Get Outlook for iOS

Attachment: MUNICIPAL MAINTENANCE INVOICE_001 (2025-294 : Authoring Payment for Emergency By-Pass Pumps Temporarily Needed at

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-295
Resolution Amending the Contract with Shore Point Architecture for services at the new Fire Department Headquarters in the amount of $50,316 utilizing capital funds. This is due to the contract time extension needed to complete the project.

RESOLUTION NO. 2025-295

City of Asbury Park
County of Monmouth
State of New Jersey

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

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

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

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

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

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

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

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

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

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-295 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-296
Resolution authorizing the implementation of competitive contracting process to procure vendors to operate a valet parking service concession.

RESOLUTION NO. 2025-296

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO IMPLEMENT THE COMPETITIVE CONTRACTING PROCESS TO PROCURE VENDORS TO OPERATE A VALET PARKING SERVICE CONCESSION

WHEREAS, the City of Asbury Park (the "City") is interested in seeking proposals from interested vendors to operate a valet parking service concession; and

WHEREAS, the Mayor and Council believe that this proposed concession service will generate revenues for the City and provide a benefit and service to the public; and

WHEREAS, the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, *et seq*., allows municipalities to utilize the "competitive contracting" process in lieu of public bidding for certain specified purposes, including the awarding of concession services [See N.J.S.A. 40A:11-4.1(j)]; and

WHEREAS, the method to be utilized under the "competitive contracting" process seeks to encourage competitive bidding, but affords more discretion to the City in the ranking and awarding of the proposals received; and

WHEREAS, in order to initiate the "competitive contracting" process, the Governing Body must pass a Resolution authorizing the use of this procurement method, pursuant to N.J.S.A. 40A:11-4.3(a).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, that the "competitive contracting" process, pursuant to N.J.S.A. 40A:11-4.1, *et seq.,* is hereby authorized and shall be implemented for the purpose of receiving proposals for the concession service referenced above.

BE IT FURTHER RESOLVED, that all City officials and professionals are hereby authorized and directed to undertake all actions that are necessary in order to further this process.

BE IT FURTHER RESOLVED, that, following the receipt of proposals from interested vendors for the said concession service, and the review and ranking of the proposals received in accordance with the methodology to be enumerated in the RFP, the Mayor and Council shall consider making an award for the operation of said concession service at a future Council

meeting(s).

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

a. Adam Cruz, City Manager;
b. Anthony Cucci, Deputy City Clerk;
c. JoAnn Boos, CFO;
d. Tracy Lizardi, QPA; and
e. Kevin N. Starkey, Esq., Municipal Attorney.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-296 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-297
Resolution authorizing the implementation of competitive contracting process to procure vendors to operate vending machines concession.

RESOLUTION NO. 2025-297

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO IMPLEMENT THE COMPETITIVE CONTRACTING PROCESS TO PROCURE VENDORS TO OPERATE VENDING MACHINES CONCESSION

WHEREAS, the City of Asbury Park (the "City") is interested in seeking proposals from interested vendors to operate vending machines concession; and

WHEREAS, the Mayor and Council believe that this proposed concession service will generate revenues for the City and provide a benefit and service to the public; and

WHEREAS, the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, *et seq*., allows municipalities to utilize the "competitive contracting" process in lieu of public bidding for certain specified purposes, including the awarding of concession services [See N.J.S.A. 40A:11-4.1(j)]; and

WHEREAS, the method to be utilized under the "competitive contracting" process seeks to encourage competitive bidding, but affords more discretion to the City in the ranking and awarding of the proposals received; and

WHEREAS, in order to initiate the "competitive contracting" process, the Governing Body must pass a Resolution authorizing the use of this procurement method, pursuant to N.J.S.A. 40A:11-4.3(a).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, that the "competitive contracting" process, pursuant to N.J.S.A. 40A:11-4.1, *et seq.,* is hereby authorized and shall be implemented for the purpose of receiving proposals for the concession service referenced above.

BE IT FURTHER RESOLVED, that all City officials and professionals are hereby authorized and directed to undertake all actions that are necessary in order to further this process.

BE IT FURTHER RESOLVED, that, following the receipt of proposals from interested vendors for the said concession service, and the review and ranking of the proposals received in accordance with the methodology to be enumerated in the RFP, the Mayor and Council shall consider making an award for the operation of said concession service at a future Council

meeting(s).

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

a. Adam Cruz, City Manager;
b. Anthony Cucci, Deputy City Clerk;
c. JoAnn Boos, CFO;
d. Tracy Lizardi, QPA; and
e. Kevin N. Starkey, Esq., Municipal Attorney.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-297 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-298
Awarding a bid for the Transportation of Liquid Sewage Sludge to Spectraserv Inc. for 2025 with the option of renewing the contact for two (2) one-year extensions.

RESOLUTION NO. 2025-298

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AWARDING A BID FOR THE TRANSPORTATION OF LIQUID SEWAGE SLUDGE

WHEREAS, the City of Asbury Park duly advertised on Saturday, May 3, 2025 for the receipt of bids for Transportation of Liquid Sewage Sludge from Asbury Park Waste Water Treatment Facility to Passaic Valley Sewerage Commission; and

WHEREAS, five (5) bids were received on Wednesday, May 28, 2025 and reviewed by the Director of Purchasing; and

WHEREAS, N.J.S.A. 40A:11-23.1(a) provides that all bid proposal documents "shall include… a document for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents."; and

WHEREAS, if a bid does not include a proper acknowledgment of the receipt of any addenda, then N.J.S.A. 40A:11-23.2 directs the mandatory consequences that the bid defect is fatal, cannot be cured and the bid must be rejected; and

WHEREAS, the City issued addendum one on May 16, 2025 and was published and delivered to all prospective bidders; and

WHEREAS, the lowest bid received by Russell Reid Waste Hauling failed to include a properly executed Addendum Acknowledgement that specified the addenda received and an acknowledgement that the submitted bid takes into account the provisions of the addenda constitute a fatal defect that shall render the bid proposal unresponsive, cannot be cured by the governing body and is rejected; and

WHEREAS, it has been determined that Spectraserv, Inc. submitted the second lowest responsive and responsible bid in accordance with the bid specifications; and

WHEREAS, it is the desire of the governing body to award a contract for the Transportation of Liquid Sewage Sludge from the Asbury Park Waste Water Treatment Plant to Passaic Valley Sewerage Commission for one year with the option of renewing the contract for two (2) one-year extensions at the submitted bid prices to Spectraserv, Inc.; and

WHEREAS, there are sufficient funds in the Sewer Operating Budget to cover the cost of this contract for 2025 and funds will be provided for in the future budget as needed.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey that it herby awards a contract to Spectraserv, Inc. for the Transportation of Liquid Sewage Sludge from the Asbury Park Waste Water Treatment Plant to Passaic Valley Sewerage Commission.

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

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-298 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

City of Asbury Park
TRANSPORTATION OF LIQUID SEWAGE SLUDGE FROM AP WASTE WATER TREATMENT FACILITY TO PVSC
Wednesday, May 28, 2025
11:00 AM

	BIDDER NAME				
	Russell Reid Waste Hauling 200 Smith Street Keasbey, NJ 08832 (508) 406 - 5016 govteam@unitedsiteservices.com	Spectraserv Inc. 75 Jacobus Avenue Kearney, NJ 07032 (973) 589 - 0277 diego@spectraserv.com	Waste Management of N.J. , Inc. 100 Brandywine Blvd, Suite 300 Newtown, PA 18940 (484) 387 - 9989 cbisbee@wm.com	Wind River Environmental, LLC 46 Lizotte Drive, Suite 1000 Marlborough, MA 01752 (484) 949 - 5139 wmarchionne@wrenvironmental.com	Atlantic Septic & Sewer, Inc. 460 N. County Line Road Jackson, NJ 08527 (732) 928 - 6688 atlanticsepticnj@gmail.com
YEAR 1					
STANDARD FEE PER GALLON	0.0889	0.0920	0.0957	0.1019	0.119
ADD-ON FEE PER GALLON	0.020	0.020	0.020	0.0239	0.020
ADD-ON OR DEDUCT FEE PER MILE	$1.00	$3.25	$0.25	$0.8314	$0.075
SATURDAY, SUNDAY & HOLIDAY PER GALLON	0.1289	0.15	0.1457	0.1475	0.135
YEAR 2					
STANDARD FEE PER GALLON	0.0916	0.0940	0.0986	0.105	0.119
ADD-ON FEE PER GALLON	0.020	0.020	0.020	0.0246	0.020
ADD-ON OR DEDUCT FEE PER MILE	$1.00	$3.25	$0.25	0.8563	$0.075
SATURDAY, SUNDAY & HOLIDAY PER GALLON	0.1316	0.16	0.1586	0.0159	0.135
YEAR 3					
STANDARD FEE PER GALLON	0.0944	0.096	0.1015	0.1102	0.119
ADD-ON FEE PER GALLON	0.020	0.020	0.020	0.0258	0.020
ADD-ON OR DEDUCT FEE PER MILE	$1.00	$3.25	$0.25	0.8992	$0.075
SATURDAY, SUNDAY & HOLIDAY PER GALLON	0.1344	0.17	0.1715	0.1626	0.135

Attachment: BID SUMMARY (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

	BIDDER NAME				
	Russell Reid Waste Hauling 200 Smith Street Keasbey, NJ 08832 (508) 406 - 5016 govteam@unitedsiteservices.com	Spectraserv Inc. 75 Jacobus Avenue Kearney, NJ 07032 (973) 589 - 0277 diego@spectraserv.com	Waste Management of N.J. , Inc. 100 Brandywine Blvd, Suite 300 Newtown, PA 18940 (484) 387 - 9989 cbisbee@wm.com	Wind River Environmental, LLC 46 Lizotte Drive, Suite 1000 Marlborough, MA 01752 (484) 949 - 5139 wmarchionne@wrenvironmental.com	Atlantic Septic & Sewer, Inc. 460 N. County Line Road Jackson, NJ 08527 (732) 928 - 6688 atlanticsepticnj@gmail.com
BID PROPOSAL	YES	YES	YES	YES	YES
ADDENDA RECEIPT	*Yes, but marked as "No Addenda Received"*	YES	YES	YES	YES
AFFIRMATIVE ACTION	YES	YES	YES	YES will need item a, b or c from Affirmative Action Compliance Notice	YES will need item a, b or c from Affirmative Action Compliance Notice
NJ ANTI-DISCRIMINATION	YES	YES	YES	YES	YES
AMERICANS W/DISABILITIES ACT	YES	YES	YES	YES	YES
STOCKHOLDERS DISCLOSURE OF OWNERSHIP	YES	YES	YES	YES	YES
BUSINESS REGISTRATION CERTIFICATE	YES	YES	YES	YES	YES
DISCLOSURE OF INVESTMENTS IN IRAN	YES	YES	YES	YES	YES
NJ WORKERS & COMMUNITY RIGHT TO KNOW	due within 7 days of award	due within 7 days of award	due within 7 days of award	due within 7 days of award	due within 7 days of award
NON-COLLUSION AFFIDAVIT	YES	YES	YES	YES	YES
EXPERIENCE & QUALIFICATIONS STATEMENT	YES	YES	YES	YES	YES
CURRENT CONTRACT OBLIGATIONS	YES	YES	YES	YES	YES
ELECTIONS CONTRIBUTIONS	YES	YES	YES	YES	YES
W9 FORM	YES	YES	YES	YES	NO
INSURNACE DOCUMENTS	YES	YES	YES	YES	NO
	Fatal defect and rejected				

Attachment: BID SUMMARY (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilmember

Yvonne Clayton, City Councilmember

Angela Ahbez-Anderson, City Councilmember

John B. Hayes, Acting City Manager

BID SPECIFICATIONS
FOR
TRANSPORTATION OF LIQUID SEWAGE SLUDGE FROM ASBURY PARK WASTE WATER TREATMENT FACILITY TO PASSAIC VALLEY SEWERAGE COMMISSION

ISSUE DATE: May 3, 2025
DUE DATE: May 16, 2025 1:00 PM

ISSUED BY:
CITY OF ASBURY PARK
COUNTY OF MONMOUTH

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

BID PROPOSAL

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

TRANSPORTATION OF LIQUID SEWAGE SLUDGE FROM ASBURY PARK WASTE WATER TREATMENT FACILITY (APWWTF) TO PASSAIC VALLEY SEWERAGE COMMISSION (PVSC)

SUBMITTED BY:

Spectraserv Inc.
(Bidder's Name)

75 Jacobus Avenue, Kearny NJ 07032
(Address)

973-589-0277 (Phone Number)

973-589-0415 (Fax Number)

diego@spectraserv.com
(Email Address)

TO THE:

CITY OF ASBURY PARK – SEWER UTILITY

ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

(Corporate Seal)

5/28/2025
(Date Submitted)

The above referenced bidder hereby declares that:

1. The only persons or parties interested in this proposal as principals are named herein.
2. That this proposal is in all respects fair and without collusion or fraud.
3. That no officer or employee of the City of Asbury Park is directly or indirectly interested in this bid or the work of this contract or in any portions of the profits thereof.
4. That they have carefully examined the annexed bid specifications.
5. That they or their representative have made an inspection of the site(s) of the proposed work.
6. It is understood that they must show Unit and Total Prices in ink or typewritten, both in words and in figures.
7. That they understand that they must submit a unit price for, and be able to furnish and deliver all line items listed. Bids submitted with any year options left blank will not be accepted, unless otherwise stated below.
8. That they will furnish services, in accordance with specifications contained herein, for the following prices:

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

TRANSPORTATION OF LIQUID SEWAGE SLUDGE FROM ASBURY PARK WASTE WATER TREATMENT FACILITY (APWWTF) TO PASSAIC VALLEY SEWERAGE COMMISSION (PVSC)

SUBMITTED BY:

Spectraserv Inc.
(Bidder's Name)

75 Jacobus Avenue, Kearny NJ 07032
(Address)

973-589-0277 (Phone Number)

973-589-0415 (Fax Number)

diego@spectraserv.com
(Email Address)

TO THE:

CITY OF ASBURY PARK – SEWER UTILITY

ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

(Corporate Seal)

5/16/2025
(Date Submitted)

The above referenced bidder hereby declares that:

1. The only persons or parties interested in this proposal as principals are named herein.
2. That this proposal is in all respects fair and without collusion or fraud.
3. That no officer or employee of the City of Asbury Park is directly or indirectly interested in this bid or the work of this contract or in any portions of the profits thereof.
4. That they have carefully examined the annexed bid specifications.
5. That they or their representative have made an inspection of the site(s) of the proposed work.
6. It is understood that they must show Unit and Total Prices in ink or typewritten, both in words and in figures.
7. That they understand that they must submit a unit price for, and be able to furnish and deliver all line items listed. Bids submitted with any year options left blank will not be accepted, unless otherwise stated below.
8. That they will furnish services, in accordance with specifications contained herein, for the following prices:

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

BASE BID – YEAR 1

ITEM #	DESCRIPTION	UNIT PRICE (IN NUMBERS)
1	**STANDARD FEE PER GALLON** – FOR THE LOADING, TRANSPORTATION AND DELIVERY OF LIQUID SEWAGE SLUDGE (< 6.0% T.S.), FROM APWWTF TO PVSC **UNIT PRICE PER GALLON (WRITTEN OUT):** No Dollars and Ninety-two thousandths cents	$ 0.092 /GALLON
2	**ADD-ON FEE PER GALLON** – TO HANDLE SLUDGE > 6.0% T.S. – FROM APWWTF TO PVSC **UNIT PRICE PER GALLON (WRITTEN OUT):** No Dollars and Two cents	$ 0.02 /GALLON
3	**ADD-ON *OR* DEDUCT FEE PER MILE** – TO TRANSPORT SLUDGE > 50 MILES (ADD-ON) OR < 50 MILES (DEDUCT) - TO BE EMPLOYED IN CASES OF NOT TRANSPORTING TO PVSC (STANDARD ONE WAY TRIP FROM APWWTF TO PVSC = 50 MILES) **UNIT PRICE PER MILE (WRITTEN OUT):** Three dollars and twenty-five cents	SELECT ONLY ONE *ADD-ON $ 3.25 /MILE **OR** *DEDUCT $(_____)/MILE (*ONE OF THESE MUST BE LEFT BLANK)
4	**SATURDAYS, SUNDAYS & HOLIDAYS FEE PER GALLON** – TO HANDLE SLUDGE > 6.0% T.S. – FROM APWWTF TO PVSC (IF & WHEN DIRECTED) **UNIT PRICE PER GALLON (WRITTEN OUT):** No dollars and fifteen cents	$ .15 /GALLON

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

OPTION A – YEAR 2

ITEM #	DESCRIPTION	UNIT PRICE (IN NUMBERS)
1	**STANDARD FEE PER GALLON** – FOR THE LOADING, TRANSPORTATION AND DELIVERY OF LIQUID SEWAGE SLUDGE (< 6.0% T.S.), FROM APWWTF TO PVSC **UNIT PRICE PER GALLON (WRITTEN OUT):** No dollars and ninety-four thousandths cents	$ 0.094 /GALLON
2	**ADD-ON FEE PER GALLON** – TO HANDLE SLUDGE > 6.0% T.S. – FROM APWWTF TO PVSC **UNIT PRICE PER GALLON (WRITTEN OUT):** No dollars and two cents	$ 0.02 /GALLON
3	**ADD-ON *OR* DEDUCT FEE PER MILE** – TO TRANSPORT SLUDGE > 50 MILES (ADD-ON) OR < 50 MILES (DEDUCT) - TO BE EMPLOYED IN CASES OF NOT TRANSPORTING TO PVSC (STANDARD ONE WAY TRIP FROM APWWTF TO PVSC = 50 MILES) **UNIT PRICE PER MILE (WRITTEN OUT):** Three dollars and twenty-five cents	SELECT ONLY ONE *ADD-ON $ 3.25 /MILE **OR** *DEDUCT $(_____)/MILE (*ONE OF THESE MUST BE LEFT BLANK)
4	**SATURDAYS, SUNDAYS & HOLIDAYS FEE PER GALLON** – TO HANDLE SLUDGE > 6.0% T.S. – FROM APWWTF TO PVSC (IF & WHEN DIRECTED) **UNIT PRICE PER GALLON (WRITTEN OUT):** No dollars and sixteen cents	$ 0.16 /GALLON

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

OPTION B – YEAR 3

ITEM #	DESCRIPTION	UNIT PRICE (IN NUMBERS)
1	**STANDARD FEE PER GALLON** – FOR THE LOADING, TRANSPORTATION AND DELIVERY OF LIQUID SEWAGE SLUDGE (< 6.0% T.S.), FROM APWWTF TO PVSC **UNIT PRICE PER GALLON (WRITTEN OUT):** No dollars and ninety-six thousandths cents	$ 0.096 /GALLON
2	**ADD-ON FEE PER GALLON** – TO HANDLE SLUDGE > 6.0% T.S. – FROM APWWTF TO PVSC **UNIT PRICE PER GALLON (WRITTEN OUT):** No dollars and two cents	$ 0.02 /GALLON
3	**ADD-ON *OR* DEDUCT FEE PER MILE** – TO TRANSPORT SLUDGE > 50 MILES (ADD-ON) OR < 50 MILES (DEDUCT) - TO BE EMPLOYED IN CASES OF NOT TRANSPORTING TO PVSC (STANDARD ONE WAY TRIP FROM APWWTF TO PVSC = 50 MILES) **UNIT PRICE PER MILE (WRITTEN OUT):** Three dollars and twenty-five cents	SELECT ONLY ONE *ADD-ON $ 3.25 /MILE **OR** *DEDUCT $(_____)/MILE (*ONE OF THESE MUST BE LEFT BLANK)
4	**SATURDAYS, SUNDAYS & HOLIDAYS FEE PER GALLON** – TO HANDLE SLUDGE > 6.0% T.S. – FROM APWWTF TO PVSC (IF & WHEN DIRECTED) **UNIT PRICE PER GALLON (WRITTEN OUT):** No dollars and seventeen cents	$ 0.17 /GALLON

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

BID PROPOSAL NOTES

1. Prospective bidders propose and agree that if this proposal is accepted, they will contract with the City of Asbury Park, in the form of the contract hereto annexed, and to provide the necessary services, machinery, tools, apparatus and other means, and to furnish all the services, materials, equipment and labor specified in the bid specifications in the manner and time therein specified, and according to the requirements as therein specified.

2. Prospective bidders accept all of the terms and conditions of the bid specifications including without limitation, those dealing with the disposition of the Bid Bond. This Bid will remain open for sixty days after the day of Bid opening or until the date of award by City, whichever occurs first. Bidder will sign the Agreement and submit the documents required by the bid specifications within seven (7) days after the date the City of Asbury Park's notice of award.

3. The estimated quantities of sludge to be loaded, transported and delivered under the proposed contract are set forth in the bid specifications. Those quantities are to be considered as approximate guidelines and are given solely for the bidder's information. The City of Asbury Park does not expressly or by implication agree that the actual final quantities will correspond therewith.

4. The Contractor shall at no time make a claim for anticipated profit or loss of profits because of any difference between the quantities of sludge actually loaded, transported and delivered, and the approximate guidelines in the bid specifications.

5. No separate additional payments shall be made at any time for fuel price index increases during this contract.

6. The City shall also reserve the right to award any or no contracts dependent upon the outcome of the bids submitted.

    a. YEAR 1 shall commence from June 2025 to May 2026.
    b. YEAR 2 shall commence from June 2026 to May 2027.
    c. YEAR 3 shall commence from June 2027 to May 2028.

    d. The bids submitted for Option A - Year 2 and Option B - Year 3 shall remain valid and in effect for the entire duration of the prior contract years, regardless of whether the City awards those years simultaneously with YEAR 1.

    e. The City reserves the right to postpone the award of contract for YEAR 2 and YEAR 3 until anytime that it desires, within the duration of the initial base contract award.

7. Prospective bidders agree that goods and special services will be furnished and delivered within 1 day after the Contractor's receipt of a purchase order and/or executed contract.

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

I. SUBMISSION OF BIDS

A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications. Please See Attachment II.

B. Sealed bids will be received by the designated representative on Friday May 16, 2025 at the time of 1:00 PM in the Municipal Council Chambers, One Municipal Plaza, Asbury Park, NJ as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

C. Please include one hard copy of the proposal, one exact copy of the original and a digital copy on a media (CDR, DVDRWE, flash drive, etc.) of bidder's choice, which will not be returned. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the bid/contract title.

D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will not be accepted.

E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

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

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

II. INTERPRETATION AND ADDENDA

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

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

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

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

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

(Please see Attachment III.)

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

III. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.

C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.

D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.

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

F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

IV. INSURANCE AND INDEMNIFICATION

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

A. INSURANCE REQUIREMENTS

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

☐ 2. General Liability Insurance
Combined Single Limit Liability – Occurrence Form
$1,000,000.00 Each Occurrence Limit
$2,000,000.00 Aggregate Limit

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

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

☒4. Other Forms of Insurance Required:

a. Commercial General Liability Insurance - Coverage shall include coverage for XCU exposures where applicable. Products/Completed Operations coverage shall be provided using standard New Jersey liability forms as approved by the New Jersey Department of Insurance and shall be written on an occurrence basis. Carrier shall be admitted to do business in the State of New Jersey on a direct or surplus lines basis. Primary limits of liability shall not be less than $1,000,000 combined single limit per occurrence and annual general aggregate of $2,000,000 per location. In addition to the indemnification provision under this Contract, the City, the PVSC, its officials, agents, and servants as further, shall be named as Additional Insured as respects the acts of the Contractor, and such coverage shall be primary. The insurance contract shall further include provisions for notification to the insured and to the City in the event that the general aggregate limit has been impaired to more than 70% of aggregate and shall further contain a provision to allow for reinstatement of full aggregate limit upon receipt of such notification. If Contractor certifies that it cannot obtain general liability coverage on an 'occurrence basis, a "claims made" form may be accepted, subject to review of form and compliance with the following additional criteria:

   i. Retroactive date, if applicable, shall predate inception of this Contract.

   ii. If cost of defense is included within the definition of claim, primary limits shall be not less than $2,000,000 each claim, $4,000,000 specific aggregate, $6,000,000 general aggregate.

   iii. Contractor shall continue coverage, and furnish proof of continuation, for not less than two years after completion of Contract.

b. Business Auto Liability Insurance - Business Auto Liability shall be carried utilizing symbol 1 to include coverage-for loss arising from any motor vehicle including owned, hired, or non-owned vehicles used in the prosecution of the Work under this Agreement. Primary limit of liability shall not be less than $1,000,000 per occurrence or as required under the Federal Motor Carrier Insurance statute.

c. Other Insurance - Due to the nature of the Work to be performed, any specialized insurance shall be provided if required or recommended by statute, regulation, licensing requirement or prevailing industry practice. Such insurance shall be in an amount acceptable to the City.

d. The transporter must carry either environmental coverage extensions under their General liability (no pollution exclusion) and Automobile Liability (e.g., CA9948 or equal) policies; or, carry Contractor's Pollution Liability Coverage with a Transportation extension.

e. Policy limits specified above are a minimum. Wherever the law requires higher limits, the higher limits shall govern.

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

B. CERTIFICATES OF THE REQUIRED INSURANCE

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

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

C. INDEMNIFICATION

The Contractor hereby agrees to indemnify and hold the City of Asbury Park, its Officers, Agents, Appointed or Elected Officials, Board Members and Directors, Employees, Volunteers and Insurers, including but not limited to the NJIIF (collectively referred to herein as the "Indemnities") harmless from any and all claims or liabilities, including attorney fees and defense costs, arising out of the activities of the Contractor, its sub-contractors, employees and agents in connection with all activities undertaken by the Contractor, pursuant to this Agreement (the "Indemnification"). The Indemnification shall include all losses and injuries of any kind including but not limited to those losses not covered by insurance and any insurance deductibles and any self-insured retentions. It is the intention of the Parties that any claim for relief of any type being asserted against any or all of the Indemnities, based upon any act of negligence of the Contractor, its affiliates and successors, shall be the responsibility of the Contractor, and the Contractor shall hold the City of Asbury Park and all of the Indemnities harmless from same. The City shall provide the Contractor with prompt, written notice of any claim covered by this indemnification and hold harmless provision; provided that any failure of the City to provide any such notice, or to provide it promptly, shall not relieve the Contractor from its indemnification and hold harmless obligation in respect of such claim, except to the extent the Contractor can establish actual prejudice and direct damages as a result thereof. The City shall cooperate with the Contractor in connection with the Contractor defense of such claim. The Contractor shall defend the City, at the City's request, against any claim with counsel of the City's choosing that is reasonably satisfactory to the Contractor.

V. PRICING INFORMATION FOR PREPARATION OF BIDS

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

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

C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VI. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

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

1. Goods, Professional Services and General Service Contracts

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

i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.

ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.

iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for $150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

Please see Attachment IV

B. NEW JERSEY ANTI-DISCRIMINATION

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

Please see Attachment V

C. AMERICANS WITH DISABILITIES ACT OF 1990

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

Please see Attachment VI

D. STATEMENT OF OWNERSHIP

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

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stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

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

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

Please see Attachment VII

E. PROOF OF BUSINESS REGISTRATION

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

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

During the course of contract performance:

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

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

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

Emergency Purchases or Contracts

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

Please see Attachment VIII

G. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they

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comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

Please see Attachment IX

H. CERTIFICATION ON NON-INVOLVEMENT IN PROHIBITED ACTIVITES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete a certification indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available at: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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 see Attachment X

I. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

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

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

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

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

☐ K. PREVAILING WAGE ACT

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

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☐ L. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

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

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

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

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

☒M. NON-COLLUSION AFFIDAVIT

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

Please see Attachment XI

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VII. METHOD OF CONTRACT AWARD

A. The length of the contract shall be stated in the bid specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

D. The owner may also elect to award the contract on the basis of unit prices.

E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

VIII. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

A. All bids pursuant to N.J.S.A. 40A:11-13.2;

B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;

C. Multiple bids from an agent representing competing bidders;

D. The bid is inappropriately unbalanced;

E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,

F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case, at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

IX. TERMINATION OF CONTRACT

A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.

C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.

D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

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

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

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

H. The owner may terminate the contract for convenience by providing 60-calendar days advanced notice to the contractor.

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

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

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

X. PAYMENT

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

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

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

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

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

D. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

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XI. OTHER PROVISIONS

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

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

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

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

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

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

D. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

ATTACHMENT I

Bid Document Checklist

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

City of Asbury Park

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Bid Proposal Form, Including Pricing Sheet	DB
☒	Acknowledgment of Receipt of Addenda	DB
☒	Mandatory Affirmative Action Language	DB
☒	New Jersey Anti-Discrimination	DB
☒	Americans with Disabilities Act of 1990 Language	DB
☒	Stockholder Disclosure Certification Statement of Ownership	DB
☒	Proof of Business Registration	DB
☒	Disclosure of Investment Activities in Iran	DB
☒	Certificate of Non-Involvement in Prohibited Activities in Russia or Belarus	DB
☒	Non-Collusion Affidavit	DB
☒	Experience & Qualifications Statement	DB
☒	Current Contract Obligations Statement	DB
☒	Election Contributions Disclosure Form Acknowledgment	DB
☒	NJ Worker and Community Right to Know Act	DB
☒	W9 Form	DB
☒	Insurance Documents	DB

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

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

ATTACHMENT II

Notice to Bidders

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals will be received by the City of Asbury Park, Monmouth County, New Jersey for **"Transportation of Liquid Sewage Sludge from Asbury Park Waste Water Treatment Facility to Passaic Valley Sewerage Commission",** to be opened and read in public at the City Hall Council Chambers, One Municipal Plaza, Asbury Park, New Jersey on **May 16, 2025 at 1:00 PM** prevailing time.

The scope of this bid includes the loading, transportation and delivery of liquid municipal sewage sludge from the Asbury Park Waste Water Treatment Facility (APWWTF) to Passaic Valley Sewerage Commission (PVSC) in Newark, NJ.

It is vital to the efficient operation of the plant that the minimum volume range of approximately 40,000-50,000 gallons be expeditiously removed from the APWWTF, without fail or other provision made to substitute, every week. Arrangements with the contract awarded will be made by APWWTF supervisory staff on a weekly basis, averaging approximately three haul days per week. The APWWTF may only be available for loading of sludge on weekdays during normal APWWTF business hours of 7 am – 2 pm from Monday through Friday. The A.P. Wastewater Treatment Superintendent may require additional pick-ups on weekends at his discretion. The City's sludge loading bay is available for inspection Monday – Friday from 7 am – 2 pm. Please call Gregory Schweikert, A.P. Wastewater Treatment Superintendent at (732) 921 - 1074 to coordinate ahead of time. **Bidders must not bid unless they are certain that they are able to keep up with the demand and schedule required for the proper loading, transportation and delivery of prescribed sludge volumes from the APWWTF to PVSC immediately upon notification of contract award by the City.**

Bid specifications for the proposed work are available at the Purchasing Office at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, and may be inspected by prospective bidders during the business hours of 9 AM – 4 PM and online at: www.cityofasburypark.com.

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

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

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

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

Tracy Lizardi
Qualified Purchasing Agent
Publication Date: Saturday May 3, 2025

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

ATTACHMENT III

Acknowledgement of Receipt of Addenda

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (Initial)
1	5/16/2025	DB

No addenda were received: ☐

Acknowledged for: Spectraserv Inc.
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name of above: Diego Barreiros
(Print or Type)

Title: Vice President

Date: 5/28/2025

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

ATTACHMENT IV

Affirmative Action Compliance

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

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.

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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.**

Signature Diego Barreiros, Vice President

5/28/2025
Date

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

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: Spectraserv Inc.

SIGNATURE: _____

PRINT NAME: Diego Barreiros

TITLE: Vice President

DATE: 5/28/2025

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

Certification 5329

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Aug-2022 to 15-Aug-2025

SPECTRASERV, INC.
75 JACOBUS AVE.
SO. KEARNY NJ 07032

ELIZABETH MAHER MUOIO
State Treasurer

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

ATTACHMENT V

New Jersey Anti-Discrimination Provisions

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

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 _____ Diego Barreiros
Vice President

5/28/2025
Date

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

ATTACHMENT VI

Americans with Disabilities Act of 1990

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

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. 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.

Signature Diego Barreiros
Vice President

5/28/2025
Date

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

ATTACHMENT VII

Stockholders Disclosure Certification

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: Spectraserv Inc.

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: See Attached

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Subscribed and sworn before me this 28th day of May, 2025.

(Notary Public) Ruth L Guerra

My Commission expires:

RUTH L GUERRA
Notary Public, State of New Jersey
Comm. # 2446147
My Commission Expires 5/7/2029

(Affiant)

Diego Barreiros, Vice Presider
(Print name & title of affiant)

(Corporate Seal)

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

Spectraserv Inc.
75 Jacobus Ave.
Kearny, NJ 07032

Spectraserv Ownership Disclosure Information

Joseph A. Miele: 4624 SE Williams Way Stuart, FL 34997	100 Shares, Voting Stock
Joseph A. Miele Trust UTAD 01/15/2008 75 Jacobus Ave Kearny, NJ 07032	234 Shares, Non-voting Stock
James Miele Trust UTAD 01/15/2008 75 Jacobus Ave Kearny, NJ 07032	333 Shares, Non-voting Stock
Dina Lobaina Trust UTAD 01/15/2008 75 Jacobus Ave Kearny, NJ 07032	333 Shares, Non-Voting Stock

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

ATTACHMENT VIII

Proof of Business Registration

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

RECEIVED

MAR 17 2008

SPECTRASERV IN

03/10/08

Taxpayer Identification# 221-688-447/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-1730.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fiore

James J. Fiore
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
SPECTRASERV INC.

ADDRESS:
75 JACOBUS AVE
KEARNY NJ 07032

EFFECTIVE DATE:
11/14/61

TRADE NAME:

SEQUENCE NUMBER:
0063238

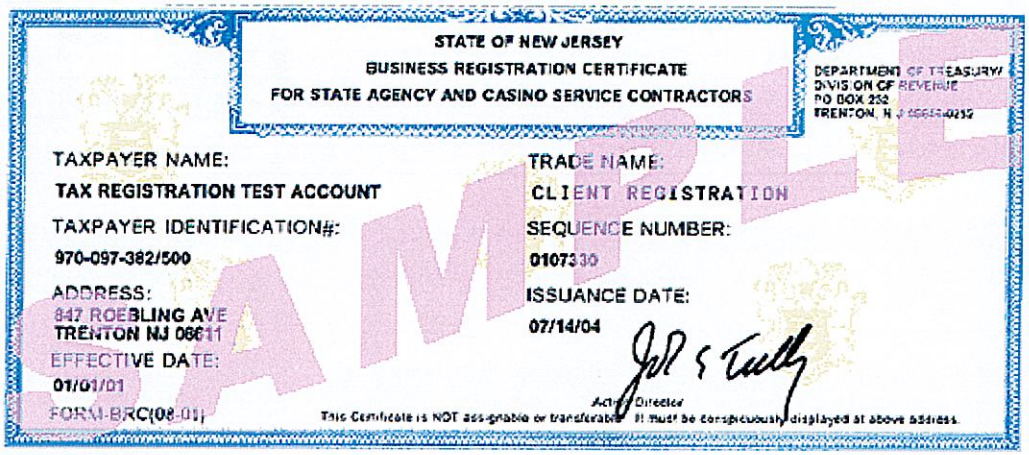
ISSUANCE DATE:
03/10/08

James J. Fiore

Director
New Jersey Division of Revenue

FORM BRC(02-04)

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)



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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
0107330

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

ISSUANCE DATE:
07/14/04

EFFECTIVE DATE:
01/01/01

Acting Director

FORM BRC(08-01)

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

SAMPLE

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:

20041014112823533

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

ATTACHMENT IX

Disclosure of Investment Activities in Iran

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

Disclosure of Investment Activities in Iran

Bidder Name: Spectraserv Inc.

Part 1: Certification

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

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

CHECK THE APPROPRIATE BOX:

X	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

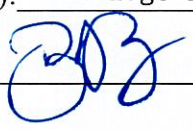
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activates in Iran on additional sheets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

Title: Vice President

Signature: 

Date: 5/28/2025

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

ATTACHMENT X

Certificate of Non-Involvement in Prohibited Activities in Russia or Belarus

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, mu complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If th Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as ma 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)

[X] That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

[ ] That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

[ ] That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary)

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

Signature of Vendor's Authorized Representative	5/28/2025 Date
Diego Barreiros, Vice President Print Name and Title of Vendor's Authorized Representative	22-1688447 Vendor's FEIN
Spectraserv Inc. Vendor's Name	973-589-0277 Vendor's Phone Number
75 Jacobus Avenue Vendor's Address (Street Address)	973-589-0415 Vendor's Fax Number
Kearny NJ 07032 Vendor's Address (City/State/Zip Code)	diego@spectraserv.com Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, busines association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) An governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c) of th International Financial Institutions Act 22 U.S.C. 262r©(3); or (3) Any parent, successor, subunit, direct or indirect ownership or contro with, any entity described in paragraph (1) or (2).

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

ATTACHMENT XI

Non-Collusion Affidavit

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of HUDSON ss:

I, Diego Barreiros (name of affiant) residing in Lyndhurst (name of municipality)
in the County of Bergen 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 (Title or position) of the firm of Spectraserv Inc. (Name of firm)

_____ the bidder making this Proposal for the bid

entitled Transportation of Liquid Sewage Sludge (title of bid proposal), 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 Spectraserv Inc..

Subscribed and sworn to

before me this day

Signature

5/28, 2025

Diego Barreiros, Vice President
(Type or print name of affiant under signature)

Ruth L Guerra
Notary public of

My Commission expires

RUTH L GUERRA
Notary Public, State of New Jersey
Comm. # 2446147
My Commission Expires 5/7/2029

(Seal)

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

ATTACHMENT XII

Experience Statement

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

EXPERIENCE STATEMENT

The bidder shall furnish with the Proposal a listing of similar type projects on which he has performed work:

Project Name	Owner	Approximate Value	Contact Person	Dates Work Performed
Sludge Hauling	Western Monmouth UA	$414,000	Michael Cruoglio	2/1/24-1/31/25
Sludge Collection	Washington Twp MUA	$334,600	E. Moranski	3/21/23-3/20/24
Sludge Hauling	Secaucus MUA	$486,000	K. Acevedo	1/1/24- 12/31/26

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

ATTACHMENT XIII

Current Contract Obligations Statement

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

CURRENT CONTRACT OBLIGATIONS STATEMENT

The bidder shall furnish with the Proposal a listing of similar type projects on which he is performing work:

Project Name	Owner	Approximate Value	Contact Person
Sludge Hauling	Twp of Cedar Grove	$.041/gal	Dale Ford
Liquid Sludge Disposal	Oyster Bay SD	$489,168	Steven Hearl (H2M)
Sludge & Slurry Removal	NYCDEP	$735,000	Naomi Burros

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

ATTACHMENT XIV

Election Contributions Disclosure Notification Acknowledgement Form

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

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
Diego Barreiros, Vice President

5/28/2025
Date of Acknowledgement

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

Attachment XV

Technical Specifications

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

Specifications

1. The contractor shall provide an add-on/deduct cost per mile in the proposal to transport sludge greater/less than 50 miles (distance from APWWTF to PVSC). The contractor shall provide an add-on cost per gallon in the proposal to handle sludge with a concentration greater than 6.0% Total Solids.

2. It is the Contractor's responsibility, prior to the bid, to determine the conditions at the sludge loading and discharging areas. Each bidder must inform themselves fully of the conditions relating to the furnishing of required materials and labor under which the work will be performed; failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid. Each bidder in bidding represents that he relies exclusively upon his own investigations and he makes his bid with a full knowledge of conditions, and the kind, quality and quantity of work required. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents, including all Addenda. The failure of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to this bid.

3. The Contractor shall arrange for loading of the sludge at the Asbury Park Wastewater Treatment Facility (APWWTF) between the hours of 7:00 AM and 2:00 PM, local time, Monday through Friday, with weekends and holidays only as directed. It is anticipated that sludge loading shall be at the rate of approximately 7,000 gallons per half hour.

4. The Contractor shall have sufficient vehicles to supply this service for every day which the APWWTF has operating hours. The APWWTF's normal operating hours to load sludge are 7:00 AM to 2:00 PM, Monday through Friday. The City shall pump Liquid Sewage Sludge during Work Hours from the sludge storage tanks into Tanker Trucks at the City's Wastewater Treatment Plant. The Contractor will then transport the Liquid Sewage Sludge directly, without any stops in between, to the PVSC's loading facilities in Newark, New Jersey, and discharge the Liquid Sewage Sludge into PVSC's receiving facilities.
The City reserves the right to load Liquid Sewage Sludge any day including Saturdays, Sundays, and Holidays within the same work hours as on weekdays. The City will endeavor to notify the Contractor when export of Liquid Sewage Sludge may be required in its opinion. In the case of floods or other emergencies, the Contractor shall provide additional vehicles prior to and/or after the event to mitigate impact to the APWWTF. The normal hours of operation at the City's facility are 7:00 AM to 2:00 PM, Monday through Friday.

Asbury Park's holiday closings are:
New Year's Day
Martin Luther King Day
Lincoln's Birthday
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

PVSC will accept delivery of Liquid Sewage Sludge twenty-four (24) hours a day, seven (7) days a week, on 363 days of the year, on the condition that the Contractor provide PVSC twenty-four (24) hours advanced notice of a delivery. The PVSC may change this policy. It is the Contractor's responsibility to coordinate delivery with the PVSC. The Contractor shall satisfy all federal, state and local regulatory requirements associated with transporting the liquid sewage sludge from the City's sludge storage tanks to the PVSC's sludge unloading facility. The Contractor shall hold a current NJDEP ID number and Solid Waste Administration Registration to haul sludge.

5. Trucks will utilize the rear Ocean Avenue gate, south of Deal Lake Drive, to enter and exit the APWWTF sludge bay door. The sludge loading operation is to be performed completely indoors with the roll-up door closed.

Contact person(s): Gregory Schweikert
Superintendent Asbury Park Wastewater Treatment
732-774-5131
gregory.schweikert@asburypark.gov

The primary sludge disposal site is the Passaic Valley Sewerage Commission (PVSC) located at 600 Wilson Avenue, Newark, NJ 07105.

Contact person: Michael Mecca
Director of Liquid Waste Acceptance
973-466-2569
mmecca@pvsc.nj.gov

6. Tanker trucks shall be filled from overhead into the tanker truck's main overhead fill opening, via a 10" diameter hose with liquid sludge fed through it by pressure via multiple positive displacement sludge transfer pumps. The approximate fill time for a 7,000-gallon tanker truck in one half hour. It is the Contractor's responsibility, prior to the bid, to determine the conditions at the sludge loading bay and to provide any/all additional equipment necessary for the loading of sludge into their particular tanker trucks. The City will measuring total volume pumped for hauling with a magnetic meter to be used in verification for bills received from the hauling contractor and PVSC.

The total capacity of each tanker truck must be dedicated to the APWWTF Liquid Sewage Sludge only. All liquid sewage sludge received by the Contractor at the City's loading facilities shall be delivered to PVSC or to an alternate location directly. The Contractor shall NOT divert any liquid sewage sludge to any other facility unless so designated by the City of Asbury Park in writing. Conversely the Contractor MUST NOT make any stops there between at which additional sludge may be accepted in the APWWTF's tanker truck for "topping off", should any such tanker not be filled to its capacity when loading at the APWWTF.

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

7. The Contractor shall connect to PVSC's truck delivery panel or other connection and begin discharge only with approval of the facility staff and shall stop or interrupt discharge immediately when so directed by the facility staff.

   Prior to disconnecting the sludge discharge hoses, the Contractor shall blow air through the pipe lines to the sludge storage tanks to remove all sludge from the lines. The Contractor shall be responsible for cleaning up all spills at the discharge connection point.

   It is expected that the hauler will make every reasonable effort to fully unload each tanker of sludge at the receiving facilities; the hauler will employ equipment suitable for removing the sludge at the disposal facility and will return to the Asbury Park facility with an empty tanker. A charge based upon the total volume remaining in the tanker at the unit price bid will be discounted from payment for any sludge remaining in the tanker.

   It is the Contractor's responsibility to verify with PVSC whether there are any documentation or equipment requirements in order to properly comply with their regulations. The Contractor shall receive and transport all of the Liquid Sewage Sludge produced by the City in accordance with all Applicable Laws. The Contractor shall abide by all rules and regulations of the PVSC, or any lawful order of the PVSC in delivering Liquid Sewage Sludge to the PVSC's Facilities. The Contractor must be on the PVSC approved haulers list; or apply and gain approval, prior to award of this contract. Any costs incurred by the Contractor to pay for any additional documentation or equipment required by PVSC shall be borne by the Contractor and at no time shall any separate payment be made therefore.

8. Bids shall be accepted only from contractors licensed by the New Jersey Department of Environmental Protection, Compliance and Enforcement Section, Solid and Hazardous Waste Regulation, Licensing and Registration Unit to transport sludge and septage. Haulers shall provide a copy of the license and all vehicles must have decal labeling in accordance with The Bureau of Hazardous Waste Regulations, Licensing and Registration Unit. Contact The New Jersey Department of Environmental Protection, Licensing and Registration Unit at (609) 292-7081 for information.

9. The Contractor shall provide the sufficient amount of tanker trucks necessary to transport the sludge per the APWWTF's sludge export requirements. The Contractor must register all assigned tanker trucks with the City. The City must also be presented with copies of the motor vehicle registration and insurance for each tanker truck assigned. The Contractor shall provide the City with a daily report and log of tanker truck loads, including truck license number, date and time of day for pumping.

10. The quantity to be removed on a weekly basis, Monday through Friday, except holidays, is estimated to be approximately 40,000 to 50,000 gallons of undigested liquid sanitary sewage sludge, with a solids content generally expected to be approximately in the range of 5 to 6 percent which may deviate therefrom. Sludge may not be required to be removed every day of the week. APWWTF staff will contact the Contractor on a weekly basis to coordinate the schedule for removal and hauling of sludge. While there is no limit to how much sludge export may be required in any single day, it is anticipated that the Contractor will average two (2) 7,000-gallon loads per day of sludge export.

    The Contractor shall provide all necessary labor, equipment, transportation, and appurtenances to transport sewage sludge to its sludge disposal facilities in accordance with all applicable laws,

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

rules and regulations of State and/or Federal governments, or promulgated by any agency thereof having lawful control over such operations. The Contractor shall possess at all times, all proper credentials and permits, including licenses and permits necessary from NJDEP, NJDOT and Board of Public Utilities, to transport the sludge; and shall file such documents with the City.

11. Care shall be taken by the Contractor to cause the least disturbance to the nearby residents and the users of the beach, boardwalk and playground recreational facilities. The Contractor shall provide suitable means for odor control so that public nuisance will not be created by or as a result of his operations.

    Tanker trucks used to haul the sludge shall be fully enclosed and operated in such a manner that the material being removed from the treatment plant will not drip or spill onto roadways or cause odors or nuisance. In the event of an accidental release of sewage sludge (i.e., tank truck overturns, significant storage tank rupture, etc.) the NJDEP Action Hot line (877) 927-6337 or (877-WARNDEP) shall be immediately contacted for clean-up instructions (including those that may be conducted under NJDEP supervision).

12. This is an open-ended contract for the purpose of satisfying the requirement of NJ Public Contracts Law N.J.A.C. 5:34-4.3 (b). The maximum amount of the contract is the total amount in gallons of the liquid sewage sludge that may be transported by the Contractor for the duration of this contract. The minimum amount of this contract is zero. There are no guarantees as to the quantities.

13. The Contractor shall sign daily log sheets prepared by the City staff verifying the total volume of sludge pumped into each tanker as read directly from the City's magnetic flow meter. These log sheets shall take precedent in final billing. Any discrepancies in billing from the sludge hauling contractor shall be rectified by using the volume numbers recorded on the City's log sheets as verified by the truck driver on a daily basis.

14. The unit prices bid shall cover all costs of furnishing all labor, equipment and transportation and performing all work required for removal and transport of undiluted sanitary sewage sludge.

    Payment for sludge removal and transport will be made for the quantity as above determined, in gallons, at the unit price bid therefore in the Proposal for the Contract Year in which the work is performed, which price shall include the cost of all labor, equipment, transportation, insurance, testing, permits, and all else necessary therefore and incidental thereto.

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

CONTRACT

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

(THE FOLLOWING FORM OF CONTRACT IS INCLUDED AS A SAMPLE. THE FINAL FORM OF CONTRACT WILL BE COMPLETED AND DISTRIBUTED TO THE CONTRACTOR, BY THE CITY, IMMEDIATELY FOLLOWING AWARD OF CONTRACT)

CONTRACT

FOR

TRANSPORTATION OF LIQUID SEWAGE SLUDGE FROM ASBURY PARK WASTE WATER TREATMENT FACILITY TO PASSAIC VALLEY SEWERAGE COMMISSION

CITY OF ASBURY PARK, MONMOUTH COUNTY, NJ

BETWEEN

THE

CITY OF ASBURY PARK

AND

_____

Dated _____, 20____

Bids Received _____, 20___ at _____, City Hall

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

THIS AGREEMENT, made this _____ day of _____ in the year of Our Lord Two Thousand Twenty-five, Between the

City of Asbury Park, Monmouth County, NJ,

Hereinafter called "Owner", and,

_____, _____, NJ,

Hereinafter called the "Vendor".

WITNESSETH: That the Owner and the Vendor, for the consideration hereinafter specified, agree as follows:

ARTICLE ONE: SCOPE OF WORK. Vendor covenants and agrees to furnish and deliver all services, in conformity with the Bid Documents hereto annexed which said Bid Documents and Vendor's Proposal annexed thereto are hereby made a part of this agreement as fully and with the same effect as if the same had been set forth in the body of this agreement.

ARTICLE TWO: TIME OF DELIVERY AND PERFORMANCE: Said delivery of services and performance thereof shall be in accordance with the provisions of the Bid Documents annexed hereto or if no time is set forth therein, as directed by the Owner.

ARTICLE THREE: PAYMENT: Owner agrees to pay Vendor for said services when rendered, in accordance with the said Bid Documents within the time stated for the actual quantity of liquid sanitary sewage sludge transferred in the Proposal, at the respective unit prices bid therefore by the Vendor, payments to be made in accordance with the Owner's requirements, subject to approval by authorized official(s). It is further agreed that this contract shall be open ended and the Owner reserves the right to ultimately control the total volume transferred by the Vendor and that no certain minimum or maximum quantities are guaranteed. Acceptance of the final payment to the Vendor shall be understood to be a release in full of all claims against the Owner arising out of or by reason of the services rendered under this Contract.

ARTICLE FOUR: INDEMNIFICATION: In addition to all other indemnities contained in the Bid Documents, the Vendor shall indemnify and hold harmless the Owner, the Engineer, and the Counsel and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the rendering of services by the Vendor, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property , including the loss of use resulting therefrom and (b) is caused in whole or in part of any negligent act or omission of the Vendor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all causes against the Owner, the Engineer, or the Counsel or any of their agents, or employees by any employee of the Vendor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article Four shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or from the Vendor or employee thereof under workmen's compensation acts, disability benefits acts, or other employee benefit acts.

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

ARTICLE FIVE: ASSIGNMENT OF SUBLETTING: Vendor covenants and agrees not to assign or sublet the work specified or covered under the terms of this agreement, unless strictly approved in writing by the Owner prior thereto.

ARTICLE SIX: DISCRIMINATION: It is agreed that the provisions contained in R.S. 10:2-1 prohibiting discrimination by reasons of race, creed, color, national origin, or ancestry and providing for the imposition of penalties against Vendor for such discrimination and the right of cancellation and incidental remedies in favor of the Owner in the event of such discrimination shall become a part of this Contract as if fully set forth herein.

ARTICLE SEVEN: DISPUTE RESOLUTION: in accordance with N.J.S.A. 40A:11-50 provisions for alternate dispute resolution are to be provided through mediation. The Vendor shall carry on the provision of services and maintain the progress schedule during the dispute resolution proceedings, unless otherwise agreed by Vendor and Owner in writing.

Mediation:

A. Owner and Vendor agree that all claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof shall be subject to mediation before Owner or Vendor, may appeal any such claims or disputes to a court of competent jurisdiction. Mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect at the time of bidding.

B. Demand for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen and only after the Engineer has made a final decision in writing with respect to claim or dispute. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

C. The parties agree to allow the American Arbitration Association to appoint a single mediator having at least ten years' experience in the construction industry field and holding a Professional Engineering license for the State of New Jersey.

D. No mediation arising out of or relating to this Contract shall include, by consolidation, joinder or any other manner, an additional person or entity not a party to this Contract, except by written consent containing a specific reference to this Contract signed by the Owner and any other person or entity sought to be joined. Consent to mediation of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by the parties to this Contract shall be specifically enforceable in accordance with applicable law and any court having jurisdiction thereof.

E. The award rendered by the mediator shall be nonbinding on the parties. Should mediation terminate by execution of a settlement agreement by the parties, such agreement shall be enforceable and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Should mediation terminate by written declaration of the mediator that mediation is no longer worthwhile or by written declaration of either party for any reason, the claim or dispute may

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

be appealed to a court of competent jurisdiction. During any and all mediation, the Vendor shall continue to work on the project and the time to complete the project shall not be extended as a result of the processing of mediation hereunder.

This Contract shall be binding upon the Owner, its successors, and assigns, and upon the Vendor, its successors, and assigns of heirs, executors, administrators and assigns IN WITNESS WHEREOF, the Owner has caused this instrument to be signed by the Mayor, and attested by the Clerk, and the City seal to be hereunto affixed, and the Vendor hereunto set their hands and seals, or caused these presents to be signed by their proper corporate seal to be hereto affixed, the day and year first above mentioned.

OWNER City of Asbury Park

SIGNED BY John Moor

SIGNATURE _____

TITLE City Mayor

ATTEST Anthony Cucci, Deputy City Clerk

SIGNATURE _____

(SEAL)

VENDOR _____

SIGNED BY _____

SIGNATURE _____

TITLE _____

ATTEST _____

SIGNATURE _____

(SEAL)

NOTE: Attach additional signature sheets in the above form if necessary.

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

TAXPAYER IDENTIFICATION

Form **W-9** (Rev. October 2007)
Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Spectraserv Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
75 Jacobus Avenue

Requester's name and address (optional)

City, state, and ZIP code
Kearny NJ 07032

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
22 : 1688447

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — Signature of U.S. person ▶ [signature] Date ▶ 2/14/2025

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

P3609230802 20241205139071

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/25/2024

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

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

PRODUCER 908-566-1010 The Baldwin Group Specialty Industry, LLC Campus View Plaza 1250 Route 28, Suite 201 Branchburg, NJ 08876 USA	CONTACT NAME: Lauren Bowman PHONE (A/C, No, Ext): 908-566-1010 FAX (A/C, No): 908-566-1020 E-MAIL ADDRESS: certs.construction@baldwin.com
INSURED Spectraserv Inc. 75 Jacobus Avenue South Kearny, NJ 07032 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: NAUTILUS INS CO — 17370 INSURER B: STARR IND & LIAB CO — 38318 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 751520921 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			ECP2024812-17	12/01/24	12/01/25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			1000198558241	12/01/24	12/01/25	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			FFX2024813-17	12/01/24	12/01/25	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		100000307708	12/01/24	12/01/25	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution/Env. Impairment			ECP2024812-17	12/01/24	12/01/25	Per Occurrence Aggregate Limit Deductible	1,000,000 2,000,000 25,000

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

Contractor's Pollution Liability is included within the General Liability policy limits. The General Liability/Contractor's Pollution Liability, Automobile Liability and Employers Liability policies are scheduled underlying policies to the Excess Liability policy.
Evidence of Insurance.

CERTIFICATE HOLDER

Spectraserv, Inc.

75 Jacobus Avenue

South Kearny, NJ 07032 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

SPECTRASERV INC.
75 Jacobus Avenue
South Kearny, NJ 07032

Resolved that

STEVEN WELLS – PRESIDENT/CEO
DIEGO BARREIROS – VICE PRESIDENT
JOSEPH P. MIELE – VICE PRESIDENT
DIANA WELCH - SECRETARY
FRANCIS M. BROWN – TREASURER/CFO

be authorized to sign the proposal of this corporation for the following project:

CITY OF ASBURY PARK
TRANSPORTATION OF LIQUID SEWAGE SLUDGE
FROM ASBURY PARK WWTF TO PVSC

foregoing is a true and correct copy of the resolution adopted by SPECTRASERV INC. at a meeting of its Board of Directors held on the 6TH day of MAY 2025.

Diana Welch, Secretary

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

Spectraserv Inc.
75 Jacobus Avenue
South Kearny, NJ 07032

Phone: 973-589-0277
Fax: 973-589-0415

Federal I.D. # 22-1688447

Incorporated November 7, 1961 under the State Laws of New Jersey

Steven Wells, President/CEO
100 Mountain Avenue, Pompton Plains, NJ 07444

Diego Barreiros, Vice President
320 Sanford Avenue, Lyndhurst, NJ 07071

Joseph P. Miele II, Vice President
1080 Greenview Drive, Lancaster, PA 17601

Diana Welch, Secretary
80 Hawthorne Avenue, Bloomfield, NJ 07003

Francis M. Brown, Treasurer/CFO
120 White Rock Road, Apt. 4118, Verona, NJ 07044

Joseph A. Miele, Chairman
4624 SE Williams Way, Stuart, FL 34997

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

This Certificate is Non-Transferable

State of New Jersey
Department of Environmental Protection
County Environmental, Solid Waste and Pesticide Enforcement
Bureau of Solid Waste Compliance and Enforcement
9 Ewing Street, Mail Code 09-01
P.O. Box 420
Trenton, New Jersey 08625
Tel: (609) 984-2080
Fax: (609) 292-3991

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

CERTIFICATE
Of
PUBLIC CONVENIENCE AND NECESSITY

HEREBY ISSUED TO: **SPECTRASERV, INC.**

STREET ADDRESS
75 JACOBUS AVENUE
KEARNY, NEW JERSEY 07032

MAILING ADDRESS
75 JACOBUS AVENUE
KEARNY, NEW JERSEY 07032

SW NUMBER: SW2929

FOR AUTHORITY TO ENGAGE IN THE BUSINESS OF SOLID WASTE COLLECTION AS DEFINED IN N.J.S.A. 13:1E-1 ET SEQ. IN AND ABOUT THE STATE OF NEW JERSEY

The authority granted shall not exceed that requested in Docket No. **CF2011-046**

IT IS MADE A CONDITION OF THIS CERTIFICATE THAT THE HOLDER SHALL OPERATE IN COMPLIANCE WITH THE AUTHORITY HEREIN GRANTED UNDER THE PROVISIONS OF N.J.S.A. 48:13A-1 ET SEQ. AND N.J.S.A. 13:1E-1 ET SEQ. FAILURE TO DO SO SHALL CONSTITUTE SUFFICIENT GROUNDS FOR SUSPENSION OR REVOCATION PURSUANT TO N.J.S.A. 48:13A-9 ET SEQ.

Date of Issue: 6-27-2011

Deborah Pinto

Deborah Pinto
Bureau of Solid Waste Compliance and Enforcement

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

SPECTRASERV, INC.

Equipment List

Quantity	Type	Description	Capacity
2	Backhoe	Caterpillar	----------
2	Barges	----------	8,000 Tons
1	Barge	----------	3,000 Tons
1	Bulldozer	Caterpillar	----------
5	Box Trailer	Various	----------
5	Compressors	Various	----------
1	Crane Truck	Elliot/Autocar	36,000 Pounds
1	Crane Truck	National/Peterbilt	25,000 Pounds
12	Debris Containers	Galebreth	30 Cubic Yards
32	Debris Containers	Galebreth	20 Cubic Yards
10	Debris Containers	Galebreth	10 Cubic Yards
11	Dump Trailers	Dorsey	42 Cubic Yards
1	Dump Truck	Autocar	72,000 Pounds
1	Dump Truck	Ford	15,000 Pounds
1	Excavator	Caterpillar	----------
1	Flat Bed Trailer	Eager/Beaver	----------
6	Fork Lift	Various	----------
2	Front-End Loader	Caterpillar/Trojan	----------
5	Generators	Various	----------
1	LowBoy	Witzco	----------
1	Mobile Filter Presses	Carter/Monan	----------
1	Mobile Centrifuge	Centrisys/Manac	----------
9	Office Trailers	Various	----------
6	Pick-up Trucks	Ford	----------
3	Pick-up Trucks	Dodge	----------
3	Roll-off	Mack	80,000 Pounds
1	Roll-off	Peterbilt	80,000 Pounds
1	Roll-off Trailer	Benlee	----------
14	Tank Trailers	Various	5,000 – 8,000 Gallons
1	Tractor Motor Unit	Ford	80,000 Pounds
3	Tractor Motor Unit	Kenworth	80,000 Pounds
2	Tractor Motor Units	International	80,000 Pounds
18	Tractor Motor Units	Peterbilt	80,000 Pounds
1	Vacuum Truck	Peterbilt	80,000 Pounds
9	Vacuum Trailers	Various	6,000 – 7,000 Gallons
5	Vans	Ford	----------
3	Welding Machines	Various	----------

Attachment: SPECTRASERV, INC. (2025-298 : Awarding a Bid for the Transportation of Liquid Sewage Sludge)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-299

A 5 Year Consolidated Plan must be done every five years and must include an Annual Action Plan. The 2025-2029 Consolidated Plan and 2025 Annual Action Plan will be submitted to HUD on or about June 30th 2025.

RESOLUTION NO. 2025-299

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION ADOPTING THE MONMOUTH COUNTY HOME CONSORTIUM FISCAL YEAR 2025-2029 CONSOLIDATED AND 2025 ANNUAL ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the submission of the City's 2025-2029 Consolidated and Fiscal Year 2025 Annual Action Plan for Housing and Community Development Block Grant Programs (hereinafter referred to as the "Consolidated Plan") is a requirement of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended; and

WHEREAS, the Consolidated Plan was adopted to enable the City to apply to the US Department of Housing and Urban Development (HUD) for funds under the Community Development Block Grant (CDBG) program. This five-year plan includes an assessment of housing and homelessness needs in the city, a housing market analysis and a strategic plan to address housing and non-housing needs. In addition, a one-year Action plan must be completed each year of the consolidated plan to describe the activities to be undertaken with CDBG funds. The Annual Action Plan is a planning document and management tool that will assist the City in addressing their housing and community development needs; and

WHEREAS**,** the Federal regulations require program grantees to identify housing and community development needs and develop a plan for carrying out the strategies necessary to meet its housing and community development needs; and

WHEREAS, the Monmouth County Planning and Community Development staff, in conjunction with the staff from the other participating cities; Asbury Park, Long Branch and Middletown Township, has prepared its 2025-2029 Consolidated and 2025 Annual Action Plan in accordance with Federal Regulations and will collectively submit those plans including Asbury Park's, to the U.S. Department of Housing and Urban Development (HUD) on or before June 30th 2025; and

WHEREAS, the City of Asbury Park held a public hearing on May 20th and 21st 2025 in order to provide citizens, public agencies, and other interested parties an opportunity to provide

comments and suggestions on the 2025-2029 Consolidated and 2025 Annual Action Plan; and

NOW, THERFORE BE IT RESOLVED, by the Mayor and Governing body that the City's 2025-2029 Consolidated and 2025 Annual Action Plan for Housing and Community Development Block Grant Programs be and the same is hereby approved and authorized; and

BE IT FURTHER RESOLVED, that the Appointing Authority be and hereby is authorized to execute any and all documents as may be required by the U.S. Department of Housing and Urban Development for the submission and securing grant funds.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-299 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-300
Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2025-2026 Licensing Year

RESOLUTION NO. 2025-300

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING A LIQUOR LICENSE WITH SPECIAL CONDITIONS FOR PORTA AT ASBURY PARK, LLC D/B/A PORTA FOR THE 2025-2026 LICENSING YEAR

WHEREAS, Porta at Asbury Park, LLC doing business as Porta (the "**Licensee**") located at 911-915 Kingsley Street is the holder of Liquor License Number: 1303-33-046-013 (the "**License**"); and

WHEREAS, the Licensee has applied for a License renewal for the 2025-2026 licensing term (covering the period from July 1, 2025 to June 30, 2026).

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 above Alcoholic Beverage License in the City of Asbury Park, for the period from July 1, 2025 until June 30, 2026, is hereby renewed with the following special conditions:

1. The Licensee shall hire four (4) off-duty police officers on Friday evenings, all year round, from 10:30 p.m. until 2:30 a.m. The Licensee shall also be required to hire four (4) off-duty police officers, from 10:30 p.m. until 2:30 a.m., on any other evening during the license term when "Club" type activities (which may include dancing, etc.) are planned to occur.

2. The Licensee shall not be required to hire off-duty police officers on Saturday evenings, all year round, from 10:30 p.m. until 1:30 a.m., except when the highest-ranking police officer deems it necessary, the highest-ranking police officer shall increase the conditions of off-duty officers set forth in this paragraph.

3. The Licensee shall hire four (4) off-duty police officers from 10:30 p.m. until 2:30 a.m., all year round, when special events have been advertised or larger crowds are expected; by way of example: the Wednesday prior to Thanksgiving and New Year's Eve., except for evenings when "Club" type activities are planned to occur. In cases of "Club" type activities, the provisions of Paragraph 1 above shall apply.

4. At the sole discretion of the highest ranking police officer, up to two (2) off-duty

police officers of the total number to be provided (per paragraphs 1-3 above) may be provided in Police vehicles.

5. The Licensee shall hire twenty-four (24) security guards on Friday evenings and twelve (12) security guards on Saturday evenings. However, when "Club" type activities are planned to occur on any night, the Licensee shall be required to hire no less than twenty four (24) security guards for those evenings. A minimum of (4) of the security guards hired on any evening shall be assigned to work the entrances/exterior of the building to assist with quality of life issues from midnight to closing on Friday and Saturday nights.

6. The highest ranking police officer shall have the discretion to increase or relax the conditions set forth in paragraph 5 above, from time to time as needed upon advance consultation with, and approval of, the City Manager, which shall be effectuated prior to the scheduled off-duty police detail. The City Manager shall thereafter notify the Mayor and Council as soon as possible.

7. The Licensee in coordination with the Police Department shall have private security and/or off duty police officers to patrol the block(s) west of Porta at the end of the night as patrons move to their cars and cabs. The Licensee's private security shall not interact with patrons/individuals but shall report any concerns/issues to the City police officers.

8. The Licensee shall conduct background checks on all security guards (or require same from the contractors who source them).

9. The Licensee shall maintain logs (sign in sheets) and hours worked for all security guards working each day. The logs shall be maintained for no less than two years. The subject logs will be provided to the City promptly following the City's request for same.

10. The Licensee shall expand security cameras to ensure there is coverage at all building entrances/exits from, at a minimum, an exterior view, and along the street with views towards and away from the facility doorways.

11. The License shall install security cameras that are long range, night vision and high resolution. The video recordings shall be stored for no less than 90 days (and preferably 120 days or more). The subject video recordings will be provided to the City promptly following the City's request for same.

12. Licensee agrees to defend, indemnify and hold harmless the City, its employees, officials, volunteers, contractors, and insurers, including the New Jersey Intergovernmental Insurance Fund (collectively, the "City Indemnitees"), for claims and losses suffered by the City Indemnitees to the extent same are proximately caused by the acts and omissions of Porta, its successors, assigns, employees, contractors and agents during the City's police assignments at Porta.

Further, within ten days following the City's adoption of this resolution, Porta will arrange for its private security contractor, MDE&A Enterprises, LLC d/b/a Alpha Security, with a corporate address of 415 Cobblestone Court, Franklin Lakes, N.J. 07417, to return to the City's Clerk a fully executed and notarized copy of the Indemnification and Hold Harmless Agreement attached hereto as Exhibit A.

This license is further conditioned upon Licensee, within ten days following the City's adoption of this resolution, providing the City Clerk with a certificate of insurance ("COI") demonstrating insurance coverages procured by Licensee with a company or companies qualified to do business in the State of New Jersey, acceptable to CITY, and written on the standard approved certification forms. The COI shall reflect coverage and terms consistent with this Paragraph 12.All liability insurance policies will be endorsed to name the CITY, its employees, volunteers, divisions, departments, boards, elected and appointed officials and the NJ Intergovernmental Insurance Fund (collectively referred to herein as the "City Entities") as additional insureds on a primary and non-contributory basis with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with, any loss, damage, or injury resulting from the alleged or confirmed negligence, gross negligence or intentional misconduct of Licensee, its agents, representatives, employees, contractors, invitees, and customers. All policies will include a waiver of subrogation in favor of the CITY Entities and provide a 30-day notice of cancellation or non-renewal to the CITY. The above-referenced policies of insurance shall include the following lines of coverage with the minimum limits provided as follows:

(a) Workers' Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws.

(b) Employer's Liability Insurance which limit shall be one million dollars ($1,000,000) per accident for Bodily Injury and two million dollars ($2,000,000) per employee/aggregate for disease.

(c) Liquor Liability with a minimum combined single limit of liability of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(d) Commercial General Liability Insurance with a minimum combined single limit of liability of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury, death, property damage and personal injury. This policy shall include products/completed operations coverage and shall also include contractual liability coverage.

(e) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Vendor with a

minimum combined single limit of liability of one million dollars ($1,000,000) for injury and/or death and/or property damage.

(f) Sunrise Covenant: If, during the twelve month period of this License, the City receives two tort claim notices or law suits or similar notices of intent to sue or suit in fact which notices or suits include allegations of wrongdoing by Licensee, its agents, employees, contractors or assigns (including but not limited to MDE&A Enterprises, LLC d/b/a Alpha Security), within 30 days following written notice to Licensee by the City, Licensee will increase its insurance coverage required under Paragraphs 12 (b), (c) and (d) herein to $2MM per claim, $2MM aggregate and shall provide the City with an updated COI reflecting same.

13. The Licensee shall eliminate 16 oz. mixed drinks from the club menu and serve mixed drinks in glass sizes no larger than 12 oz.

14. 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.

15. The establishment must adhere to the Property Maintenance Code, Chapter XIII of the City Code.

16. The Licensee shall install video surveillance signs inside and outside of the licensed premises to advise patrons and the public that: “Warning this property under video surveillance, you are being videotaped” or wording of similar import.

17. The Licensee shall include on their website, on social media platforms, flyers and other forms of paper/physical and digital advertisement that identification is required, that two (2) forms of identification may be required, the type/form of acceptable identification, and the required dress code.

18. The Licensee shall use a moveable sign to advise individuals online to enter the licensed premises that identification is required, that two (2) forms of identification may be required, the type/form of acceptable identification, and the required dress code, as well as continuing to maintain the existing sign with the same information by the entrance to the licensed premises.

19. The Licensee shall require, from Friday evening on Memorial Day weekend through Monday evening on Labor Day weekend, a $10.00 cover charge for entrance to the licensed premises starting at 12:00 midnight.

20. The Licensee shall prohibit any patron or person, except for employees, who leaves the licensed premises after 1:00 a.m. from re-entering the licensed premises.

21. The Licensee shall have no new patrons after 1 a.m.

22. A representative of the Licensee and/or their security manager shall meet with or have a telephone call with the highest ranking police officer and or his/her designee on a monthly basis, during the first week of each month.

23. The highest ranking police officer shall have the discretion to increase or relax the condition(s) set forth in paragraphs 1-3 above from time to time as needed upon advance consultation with, and approval of, the City Manager, which shall be effectuated prior to the scheduled off-duty police detail. The City Manager shall thereafter notify the Mayor and Council as soon as possible.

24. Upon receipt of a credible and legitimate noise complaint that has been investigated by the shift commander within the Police Department, Licensee shall close open exterior doors upon the request of the Shift Commander.

25. Anytime an incident occurs (arrest), the on-duty Manager will document the case and ensure the surveillance footage is made available for the Asbury Park Police Department. Storage of said footage is currently 40 to 50 days and will be increased to at least 90 days.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately, and that the City Clerk shall sign and deliver the license to the licensee designated.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-300 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-301
Resolution Approving 2025-2026 Alcoholic Beverage Control License for Steinbach Liquor License, LLC Trading As- Asbury Ale House/ Lola's Cafe/ Mainstay

RESOLUTION NO. 2025-301

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING A LIQUOR LICENSE RENEWAL WITH SPECIAL CONDITIONS FOR STEINBACH LIQUOR LICENSE, LLC TRADING AS- ASBURY ALE HOUSE/ LOLA'S CAFE/ MAINSTAY FOR THE 2025-2026 LICENSING TERM

WHEREAS, Steinbach Liquor Lic. LLC, trading as Asbury Ale House (also referenced as the "Licensee"), is the holder of a liquor license bearing license number **1303-33-017-012** (also referenced as the "License") for premises located at 541 Cookman Avenue (also referenced as the "licensed premises"); and

WHEREAS, the Licensee has applied for renewal of the License for the 2025-2026 licensing term (covering the period from July 1, 2025 to June 30, 2026).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the above Alcoholic Beverage License in the City of Asbury Park, for the period from July 1, 2025 until June 30, 2026, is hereby renewed with the following special conditions:

1. That liquor license number **1303-33-017-012,** as issued to the Licensee for premises located at 541 Cookman Avenue, is hereby renewed for the 2025-2026 licensing term, subject to the special conditions referenced below.

2. That the following existing special conditions shall continue to apply to the License for the 2025-2026 licensing term:

   (a) At least seventy-five percent (75%) of the floor space of the licensed premises shall be dedicated to food service; and

   (b) The security and bar staff of the licensed premises shall clean sidewalks and curbs adjacent to the licensed premises nightly after club nights and in the morning following club nights. The Licensee must adhere to the City's Property Maintenance Code (Chapter XIII of the City Code).

   (c) The Licensee shall hire a minimum of (4) Security Officers to work the front doors to assist with quality of life issues on Friday and Saturday nights.

(d) The Licensee shall hire two (2) off-duty Asbury Park Police Officers on Friday evenings and Saturday evenings, who shall work from 10:30 p.m. through 2:30 a.m., in order to assist with crowd management and control and the orderly running of the licensed premises. The highest ranking police officer shall have the discretion to relax this condition from time to time as needed upon advance consultation with, and approval of, the City Manager, which shall be effectuated prior to the scheduled off-duty police detail. The City Manager shall thereafter notify the Mayor and Council as soon as possible.

3. That the following **new** special conditions shall apply to the License for the 2025-2026 licensing term:

(a) This license is further conditioned upon Licensee, within ten days following the City's adoption of this resolution, providing the City Clerk with a certificate of insurance ("COI") demonstrating insurance coverages procured by Licensee with a company or companies qualified to do business in the State of New Jersey, acceptable to CITY, and written on the standard approved certification forms. The COI shall reflect coverage and terms consistent with this Paragraph 3(a). All liability insurance policies will be endorsed to name the CITY, its employees, volunteers, divisions, departments, boards, elected and appointed officials and the NJ Intergovernmental Insurance Fund (collectively referred to herein as the "City Entities") as additional insureds on a primary and non-contributory basis with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with, any loss, damage, or injury resulting from the alleged or confirmed negligence, gross negligence or intentional misconduct of Licensee, its agents, representatives, employees, contractors, invitees, and customers. All policies will include a waiver of subrogation in favor of the CITY Entities and provide a 30-day notice of cancellation or non-renewal to the CITY. The above-referenced policies of insurance shall include the following lines of coverage with the minimum limits provided as follows:

(1) Workers' Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws.

(2) Employer's Liability Insurance which limit shall be one million dollars ($1,000,000) per accident for Bodily Injury and two million dollars ($2,000,000) per employee/aggregate for disease.

(3) Liquor Liability with a minimum combined single limit of liability of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(4) Commercial General Liability Insurance with a minimum combined single limit of liability of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury, death, property damage and personal injury. This policy shall include products/completed operations coverage and shall also include contractual liability coverage.

(5) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Vendor with a minimum combined single limit of liability of one million dollars ($1,000,000) for injury and/or death and/or property damage.

(b) The Licensee shall install security cameras that are long range, night vision and high resolution. The video recordings shall be stored for no less than 90 days (and preferably 120 days or more). The subject video recordings will be provided to the City promptly following the City's request for same.

(c) The Licensee shall install video surveillance signs inside and outside of the licensed premises to advise patrons and the public that: "Warning this property under video surveillance, you are being videotaped" or wording of similar import.

(d) The Licensee shall shut off all music (live, DJ and/or other) within the licensed premises no later than 7:00 p.m., prevailing time, on Sunday evenings, and no later than 11:00 p.m., prevailing time, on every other evening. The highest ranking police officer shall have the discretion to increase or relax this condition from time to time as needed upon advance consultation with, and approval of, the City Manager, which shall be effectuated prior to the scheduled off-duty police detail. The City Manager shall thereafter notify the Mayor and Council as soon as possible.

(e) That the City shall revisit and reconsider the condition set forth in Paragraph 3(d) above concerning noise no later than September 30, 2025, as the parties are currently working to resolve noise issues associated with the licensed premises.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately, and that the City Clerk shall sign and deliver the license to the licensee designated.

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

(a) State of New Jersey Division of Alcoholic Beverage Control;
(b) Steinbach Liquor Lic. LLC, trading as Asbury Ale House;
(c) Police Chief;
(d) City Manager; and

(e) City Attorney

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-301 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-302
House of Independents Liquor License Renewal for the 2025-2026 term.

RESOLUTION NO. 2025-302

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION APPROVING 2025-2026 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR HOUSE OF INDEPENDENTS, 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 1303-33-054-009, issued to House of Independents, LLC (the "applicant"), for the 2025-2026 license term; and

WHEREAS, the applicant is in compliance with the Division of Taxation and has paid renewal fees to 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 above Alcoholic Beverage License in the City of Asbury Park, for the period from July 1, 2025 until June 30, 2026, is hereby renewed with the following special conditions:

1. This license is conditioned upon Licensee, within ten days following the City's adoption of this resolution, providing the City Clerk with a certificate of insurance ("COI") demonstrating insurance coverages procured by Licensee with a company or companies qualified to do business in the State of New Jersey, acceptable to CITY, and written on the standard approved certification forms. The COI shall reflect coverage and terms consistent with this Paragraph 1. All liability insurance policies will be endorsed to name the CITY, its employees, volunteers, divisions, departments, boards, elected and appointed officials and the NJ Intergovernmental Insurance Fund (collectively referred to herein as the "City Entities") as additional insureds on a primary and non-contributory basis with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with, any loss, damage, or injury resulting from the alleged or confirmed negligence, gross negligence or intentional misconduct of Licensee, its agents, representatives, employees, contractors, invitees, and customers. All policies will include a waiver of subrogation in favor of the CITY Entities and provide a 30-day notice of cancellation or non-renewal to the CITY. The above-referenced policies of insurance shall include the following lines of coverage with the minimum limits provided as follows:

(a) Workers' Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws.

(b) Employer's Liability Insurance which limit shall be one million dollars ($1,000,000) per accident for Bodily Injury and two million dollars ($2,000,000) per employee/aggregate for disease.

(c) Liquor Liability with a minimum combined single limit of liability of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(d) Commercial General Liability Insurance with a minimum combined single limit of liability of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury, death, property damage and personal injury. This policy shall include products/completed operations coverage and shall also include contractual liability coverage.

2. This license is further conditioned as follows:

(a) For the duration of this License, Licensee will retain the services of a private security firm, Metropolitan Asset Security, Inc. with an address of 420 Lexington Ave., Ste. 300, New York, NY 10170 ("MAS"), to provide security, at a minimum, for the venue otherwise known as the House of Independence Theater, and on an as-needed basis for all other Licensee operations; and

(b) During the term of this License, Licensee shall confer with the City Manager for the City of Asbury Park every two weeks to discuss events scheduled to take place at the House of Independence Theater in the following two weeks. The City Manager, in consultation with the Police Department and Licensee, will determine if Licensee will be required to hire off-duty City police officers for any of the upcoming events to provide additional security. The City's determination as to the need for said off-duty officers will be based upon numerous factors, including but not limited to, the nature of the event, the record of calls for service at the venue, etc. The number of off-duty police officers required for each event shall not exceed two (2).

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately, and that the City Clerk shall sign and deliver the license to the licensee designated.

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

RESOLUTION NO. 2025-302 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-303
Appointing Donald K. Greer, Jr., Esq. as City Public Defender from June 3, 2025 through December 31, 2025

RESOLUTION NO. 2025-303

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE APPOINTMENT OF CITY PUBLIC DEFENDER

WHEREAS, the City of Asbury Park has a need to fill a vacancy in the position of City Public Defender, due to the appointment of Matthew Sage, Esq. to be a Judge of the Superior Court; and

WHEREAS, the City desires to fill the vacancy for the unexpired term and to engage the services of a Public Defender for the period beginning June 3, 2025 through December 31, 2025, to provide services as per N.J.S.A. 2B:24-6, et al.; and

WHEREAS, the Mayor and Council have determined to appoint Donald K. Greer, Jr., Esq. to serve as Public Defender for the City from June 3, 2025 through December 31, 2025; and

WHEREAS, in prior years the City determined to award a contract for these services through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law; and

WHEREAS, the City of Asbury Park is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c. 19, N.J.S.A. 19:44-20.4 et seq.) ("Act"); and

WHEREAS, the City of Asbury Park followed the guidelines as set forth in the New Jersey Local Unit Pay-to-Play Law issued by the New Jersey Department of Community Affairs; and

WHEREAS, the anticipated term of this contract shall commence on June 3, 2025, and expire on December 31, 2025, or until a successor has been duly appointed and qualified; and

WHEREAS, the contract is being awarded under non-fair and open process.

WHEREAS, following said review, the City Council wishes to appoint Donald K. Greer, Jr., Esq. as the City Public Defender commencing June 3, 2025 through December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED that the award of the contract for City Public Defender services is hereby made to Donald K. Greer, Jr., Esq. for all Court matters held in Municipal and Superior Court, for a period commencing June 3, 2025 through December 31, 2025.

WHEREAS, the services to be provided are considered to be "professional services" under the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq;* and

WHEREAS, the City's Chief Financial Officer has certified the availability of funds for said contract in budget account 5-01-43-495-000-021;

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the newspaper(s) of record.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign all documents associated with this contract and City Clerk will attest, so long as said documents are in form satisfactory to the City Attorney.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-303 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-304
Appointing Lawrence W. Luttrell, Esq. and Anthony L. Cherry, Jr., Esq. to serve as Alternate Public Defenders for the City from June 3, 2025 through December 31, 2025

RESOLUTION NO. 2025-304

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE APPOINTMENT OF ALTERNATE PUBLIC DEFENDERS

WHEREAS, the City of Asbury Park has a vacancy in the position of Alternate City Public Defenders and needs to make an appointment to fill the position for the remainder of the term, beginning June 3, 2025 through December 31, 2025, to provide services as per N.J.S.A. 2B:24-6, et al.; and

WHEREAS, the Mayor and Council have determined to appoint Lawrence W. Luttrell, Esq. and Anthony L. Cherry, Jr., Esq. to serve as Alternate Public Defenders for the City from June 3, 2025 through December 31, 2025; and

WHEREAS, in prior years the City determined to award a contract for these services through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law; and

WHEREAS, the City of Asbury Park is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c. 19, N.J.S.A. 19:44-20.4 et seq.) ("Act"); and

WHEREAS, the City of Asbury Park followed the guidelines as set forth in the New Jersey Local Unit Pay-to-Play Law issued by the New Jersey Department of Community Affairs; and

WHEREAS, the anticipated term of this contract commences on June 3, 2025, and expires on December 31, 2025, or until a successor has been duly appointed and qualified; and

WHEREAS, the CFO has verified that funds exist for this activity in account 5-01-43-495-000-020; and

WHEREAS, the contract is being awarded under non-fair and open process.

NOW, THEREFORE, BE IT RESOLVED that the award of contracts for Alternate City Public Defender services is hereby made to Lawrence W. Luttrell, Esq. and Anthony L. Cherry, Jr., Esq., for a period commencing June 3, 2025 through December 31, 2025, or until a successor has been duly appointed and qualified;

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the newspaper(s) of record.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign all documents associated with these contracts and City Clerk will attest, so long as said documents are in form satisfactory to the City Attorney.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-304 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-305
Property that has exceeded its useful life and no longer serves the need of the City that will be placed at Municipal Auction.

RESOLUTION NO. 2025-305

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY

WHEREAS, the City of Asbury Park has property that have exceeded their useful life and no longer serve the needs of the City of Asbury Park; and

WHEREAS, it is the desire of the Mayor and City Council to declare the property as surplus as follows as attached to this Resolution:

WHEREAS, the equipment and vehicles will be auctioned on MUNICIBID.com.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park do hereby authorize the disposition of the equipment and vehicles listed as they are no longer needed for municipal purposes and is hereby considered surplus.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-305 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

AUCTION LIST

Vehicles

2FABP7BV2BX107969 2011 Ford Crown Victoria (ABS Light, Transmission slipping in R) ODO: 76005
3FADP0L32AR340616 2010 Ford Fusion (Runs) ODO: 48430
3FADP0L34AR340617 2010 Ford Fusion (Runs) ODO: 126939
1fmeu73ex8ua06753 2008 Ford Explorer (Heavy Rust) ODO: 93236

Computers & Electronics (All HDD and RAM Removed)

4X Lenovo ThinkCentre M20s
3x Dell Optiplex 3050 Micro
4x Dell Optiplex 3050 Tower
T130 Poweredge Server
3x Super Micro Servers (2x 1U, 1x 2U) (No HDD)
15x Misc. Monitors (6x Dell 24 Inch, 1x Dell 19 Inch, 1x HP 27 inch).
Micro boards DVD Duplicator
5X VERTEX STANDARD EVX-5300 25 Watt VHF DMR/Analog Mobile Radios
295A ARC Welder
2x iPad 6th Gen 32GB Cellular (One screen cracked)
ASUS RT-68U Wireless Router

Toner

MP C406 (5) Black
MP C406 (1) Magenta
MP C406 (1) Yellow
MP C406 (1) Blue
MP C305H (1) Black
MP C305H (1) Blue
MP C305H (1) Yellow
MP C305H (1) Magenta
IM C300 (1) Yellow
IM C300 (1) Black
SP C310HA (1) Magenta
SP C310HA (1) Yellow
6110D/6075/6110D (2) Black
Savin 6075 (1) Black
HP LaserJet 87A (2) Black
IM C 3500 (1) Yellow
IM C3500 (1) Black
IM C3500 (1) Magenta

Attachment: Auction List June 2025 (2025-305 : Resolution Authorizing the Disposition of Surplus Property 6.11.25)

IM C3500 (1) Blue
Brother TN-225C Brother
5X HP 410X Toner

Attachment: Auction List June 2025 (2025-305 : Resolution Authorizing the Disposition of Surplus Property 6.11.25)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 11, 2025
RESOLUTION SUMMARY

2025-306
Appointments to the Environmental Shade Tree Commission: Mary Vileno-Murray & Samantha Keegan (Alt 1)

RESOLUTION NO. 2025-306

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING APPOINTMENTS TO THE ENVIRONMENTAL SHADE TREE COMMISSION

WHEREAS, pursuant to Section 2-41 of the "Revised General Ordinances of the City of Asbury Park, New Jersey," an Environmental/Shade Tree Commission (the "Commission") has been duly created in and for the City of Asbury Park (the "City"); and

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

WHEREAS, the appointments are to fill two unexpired terms; and,

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Environmental/Shade Tree Commission for the term referenced:

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

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

Appointee	Term
Mary Vileno-Murray	6/11/2025 - 1/15/2030
Samantha Keegan (Alt 1)	6/11/2025 - 12/31/2026

2. That a certified copy of this Resolution shall be provided to each appointed member and the City Manager.

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

RESOLUTION NO. 2025-306 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

CERTIFIED BY ME THIS 12th DAY OF June, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2025-15

BOND ORDINANCE PROVIDING FOR THE TRAIN STATION CANOPIES, APPROPRIATING $1,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $704,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY

BE IT ORDAINED by the CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken in and by the City of Asbury Park, in the County of Monmouth, New Jersey (the "City"). For the improvements or purposes described in Section 3, there is hereby appropriated $1,000,000, said sum being inclusive of all appropriations heretofore made therefor, including $296,000 grant funds expected to be received from the New Jersey Department of Transportation (NJDOT) FY2025 Transit Village Program. No down payment is required or appropriated herein, in accordance with N.J.S.A. 40A:2-11c of the Local Bond Law.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of a down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed $704,000, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized to be undertaken consist of transportation center canopy repairs, together with all purposes necessary, incidental or apparent thereto, all as shown on and in accordance with plans, specifications or requisitions therefor on file with or through the City's Chief Financial Officer, as finally approved by the governing body of the City.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is $704,000, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is $1,000,000, which is equal to the amount of the appropriation herein made therefor. The excess of the appropriation of $1,000,000 over the estimated maximum amount of bonds or notes to be issued therefor being the amount of said $296,000 grant funds expected to be received from the NJDOT.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the City (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the City may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is twenty (20) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the City Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by $704,000 and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding $140,000 for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the City are used to finance, on an interim basis, costs of said improvements or purposes, the City reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto. This ordinance shall constitute a declaration of official intent for the purposes and within the meaning of Section 1.150-2(e) of the United States Treasury Regulations.

Section 6. The capital budget of the City is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the City Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the City for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements within the appropriation herein authorized or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and, unless paid from other sources, the City shall be obligated to levy ad valorem taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

DATED: June 11, 2025

ANTHONY CUCCI,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2025

JOHN MOOR,
Mayor of the City of Asbury Park

Asbury Park, New Jersey
ORDINANCE NO. 2025-14

AMENDMENT TO THE MAIN STREET REDEVELOPMENT PLAN

WHEREAS, on November 12, 2008 the Mayor and City Council adopted Ordinance No. 2886 entitled "ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ADOPTING THE MAIN STREET REDEVELOPMENT PLAN RELATING TO THE MAIN STREET REDEVELOPMENT AREA" (the "Ordinance"); and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq., the " Act") the Ordinance adopted a plan (the "Main Street Redevelopment Plan" or the "Plan") for the redevelopment of an area (the "Main Street Redevelopment Area" or the "Area"); and

WHEREAS, on November 12, 2014, the Mayor and City Council amended the Main Street Redevelopment Plan to permit microbreweries on Block 2702, Lot 7 in the Community Shopping Zone; and

WHEREAS, on February 28, 2018, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit recording studios in the Community Shopping Zone permit valet parking in the Civic/South Gateway; and

WHEREAS, on August 22, 2018, the Mayor and City Council still further amended the Main Street Redevelopment Plan to permit banks and accessory ATM machines in the Sunset Park Zone; and

WHEREAS, on July 14, 2021, the Mayor and City Council further amended the Main Street Redevelopment Plan in order to add Block 2503, Lots 2-5 under the City-wide Area in Need of Rehabilitation designation, and to permit Block 2503, Lots 1-5 to have a maximum height of five stories (60 feet) with an additional penthouse of 12 feet in height, and to require large expanses of blank walls to have murals as approved by the municipal public art commission; and WHEREAS, the Main Street Redevelopment Plan has led to an increase in public and private investment within the Area since its adoption, however, the Plan may benefit from amendments to remove barriers to further improvement and community benefit; and

WHEREAS, on July 17, 2024, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit soup kitchens and food pantries Block 2805, Lot 17, and added related standards; and

WHEREAS, the Act sets forth the process by which amendments to any redevelopment

plan shall be considered and, if appropriate, adopted; and

WHEREAS, an existing adult day care, known as Jersey Shore Adult Day Health Care Center, located on Main Street, requested the City consider an amendment to the Main Street Redevelopment Plan to permit relocation of the use to 1105 Main Street (Block 2804, Lot 5.01) within the Main Street Redevelopment Area, Community Shopping Zone;

WHEREAS, the adult daycare is not a permitted use in the Community Shopping Zone of the Main Street Redevelopment Plan;

WHEREAS, in evaluating this request, the Mayor and Council considered the permitted uses in the existing Plan and the effect, if any, this amendment would have on the surrounding area as well as the community need for the services offered by the adult day care center;

WHEREAS, the Council finds that amendment to the Main Street Redevelopment Plan, Community Shopping Zone, is appropriate in order to permit the continuation of the use and provision of services to a vulnerable population of City and area residents, and that the location is appropriate given the existing conditions and surrounding land uses that include a variety of services as well as retail and restaurant uses;

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

SECTION 1. (additions are shown as ***thus;*** deletions are shown as ~~***thus***~~)

Page 39 of the Main Street Redevelopment Plan, the *Proposed Land Uses & Building Requirements By Character District* table, within the row setting forth the *Principal Uses* in the *Community Shopping Zone,* the following language shall be added:

> ***; adult day care, which may or may not be licensed by the NJ DOH, and associated services, including but not limited to social programming, medical services, transportation services and food preparation / services, is permitted on Block 2804, Lot 5.01.***

SECTION 2. (additions are shown as ***thus;*** deletions are shown as ~~***thus***~~)

Page 40 of the Main Street Redevelopment Plan, the *Proposed Land Uses & Building Requirements By Character District* table, the following language shall be added below the table:

* SPECIFIC ZONING AND DESIGN REGULATIONS FOR BLOCK 2804, Lot 5.01:

- One (1) off-street parking space shall be reserved for a vehicle providing transportation services to attendees of an adult day care located on the property. When not in use by transportation services, the parking space may be used for loading and deliveries. The reserved parking space may be included in those that satisfy the minimum parking standards stated in the *Parking Standards* table herein.

SECTION 3. (additions are shown as ***thus;*** deletions are shown as ~~***thus***~~)

Page 43 of the Main Street Redevelopment Plan, within the *Parking Standards* table, within the *Commercial Uses* row, the following shall be added:

Land Use	Unit	Min. No Spaces/Unit	Max. No. Spaces/Unit
Adult day care	***Per 900 sf***	***1***	***N/A***

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2025-14 which was finally adopted by the City Council at a meeting held on the 11th day of June, 2025

_____
ANTHONY CUCCI
DEPUTY CITY CLERK

Attachment: Res to Council Adult Day Care Center May 2025 SIGNED 5.19.25 (2025-14 : Ordinance Amendment to the Main Street

RESOLUTION
CITY OF ASBURY PARK PLANNING BOARD

WHEREAS, the City Council of the City of Asbury Park authorized the Planning Board by Resolution Number 2025-210, to undertake a review of proposed amendments to the Main Street Redevelopment Plan, hereinafter referred to as the MSRP or Plan, that will permit the premises located on Block 2804, Lot 5.01 a/k/a 1105 Main Street to be used as an adult daycare center which is not presently permitted within the Plan (this specific location is located in the Community Shopping Zone) pursuant to the requirements set forth in N.J.S.A. 40A:12A-7e. The details of the proposed Ordinance amendments are set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, said statute requires that the Planning Board prepare and transmit a report back to the Governing Body; and

WHEREAS, said statute further requires that the report of the Planning Board include an identification of any provision or provisions set forth in the proposed amendments to the MSRP that are inconsistent with the City Master Plan and contain recommendations concerning those inconsistencies and any other matters as the Board deems appropriate; and

WHEREAS, the Board conducted a public hearing on May 5, 2025, on the proposed amendments, at which hearing the amendments were presented on behalf of the Governing Body of the City of Asbury Park by Board Planner, Donna Miller; and

WHEREAS, members of the public were afforded the opportunity to testify at the meeting on the proposed amendments; and

WHEREAS, the Board finds that the proposed amendments are consistent with the majority of the elements of the City Master Plan and the MSRP, with a minor inconsistency with the Land Use Plan element of the Master Plan.

NOW, THEREFORE BE IT RESOLVED, by the Planning Board of the City of Asbury Park that it hereby recommends the adoption of the proposed amendments with the following recommendations being incorporated therein and the foregoing finding that the proposed amendments are consistent with the majority of the City Master Plan and the goals and objectives of the MSRP; and

BE IT FURTHER RESOLVED that the Board hereby directs the Board Secretary to transmit this Resolution (and the attachment) as the Report of the Board to the Clerk of the City of Asbury Park pursuant to the Statute first mentioned above forthwith.

The recommendations of the Board are as follows:

1. The Board recommends that the Mayor and Council ensure that there is adequate on-site parking for transportation vehicles and employee vehicles.

Barbara Krzak offered a motion to authorizing the foregoing action of the Board which motion was seconded by Jim Henry.

The members of the Board who voted in favor of the foregoing action of the Board are authorized to vote for the adoption of this Resolution. They are Barbara Krzak, John Moor, Jim Henry, Yvonne Clayton, Michael Goonan, Kathryn McLaughlin and Daniel Sciannameo.

Board member Jennifer Souder abstained from voting on the motion.

Motion D. Sciannameo Seconded by M. Goonan

BOARD MEMBERS	AYES	NAYS	ABSTAIN/ABSENT
James Bonanno	X		
Councilwoman Clayton			Absent
Jim Henry	X		
Mayor John Moor			Absent
Daniel Sciannameo	X		
Jen Souder			Abstain
Vice Chair Goonan	X		
Chairwoman Krzak	X		

May 19, 2025

Marie Rodrigues

Marie Rodrigues, Board Secretary

I certify this to be a true copy of the written Resolution adopted by the City of Asbury Park Planning Board on May 19, 2025.

Marie Rodrigues

Marie Rodrigues, Board Secretary

Attachment: Res to Council Adult Day Care Center May 2025 SIGNED 5.19.25 (2025-14 : Ordinance Amendment to the Main Street

RESOLUTION NO. 2025-210

City of Asbury Park County of Monmouth State of New Jersey

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK REFERRING PROPOSED AMENDMENTS TO THE MAIN STREET REDEVELOPMENT PLAN TO THE CITY OF ASBURY PARK PLANNING BOARD AND DIRECTING THE PLANNING BOARD TO TAKE CERTAIN ACTIONS PURSUANT TO N.J.S.A. 40A:12A-7(E)

WHEREAS, on November 12, 2008 the Mayor and City Council adopted Ordinance No. 2886 entitled "ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ADOPTING THE MAIN STREET REDEVELOPMENT PLAN RELATING TO THE MAIN STREET REDEVELOPMENT AREA" (the "Ordinance"); and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 *et seq.,* the "Act") the Ordinance adopted a plan (the "Main Street Redevelopment Plan" or the "Plan") for the redevelopment of an area (the "Main Street Redevelopment Area" or the "Area"); and

WHEREAS, on November 12, 2014, the Mayor and City Council amended the Main Street Redevelopment Plan to permit microbreweries on Block 2702, Lot 7 in the Community Shopping Zone; and

WHEREAS, on February 28, 2018, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit recording studios in the Community Shopping Zone permit valet parking in the Civic/South Gateway; and

WHEREAS, on August 22, 2018, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit banks and accessory

Attachment: Res to Council Adult Day Care Center May 2025 SIGNED 5.19.25 (2025-14 : Ordinance Amendment to the Main Street

ATM machines in the Sunset Park Zone;and

WHEREAS, on July 14, 2021, the Mayor and City Council further amended the Main Street Redevelopment Plan in order to add Block 2503, Lots 2-5 under the City-wide Area in Need of Rehabilitation designation, and to permit Block 2503, Lots 1-5 to have a maximum height of five stories (60 feet) with an additional penthouse of 12 feet in height, and to require large expanses of blank walls to have murals as approved by the municipal public art commission;and

Attachment: Res to Council Adult Day Care Center May 2025 SIGNED 5.19.25 (2025-14 : Ordinance Amendment to the Main Street

WHEREAS, on July 17, 2024, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit soup kitchens and food pantries Block 2805, Lot 17, and added related standards; and

WHEREAS, the Main Street Redevelopment Plan has led to an increase in public and private investment within the Area since its adoption, however, the Plan may benefit from amendments to increase further investment; and

WHEREAS, the Act sets forth the process by which amendments to any redevelopment plan shall be considered and, if appropriate, adopted; and

WHEREAS, an existing adult day care, known as Jersey Shore Adult Day Health Care Center, located on Main Street, requested the City consider an amendment to the Main Street Redevelopment Plan to permit relocation of the use to 1105 Main Street (Block 2804, Lot 5.01) within the Main Street Redevelopment Area, Community Shopping Zone;

WHEREAS, the adult daycare is not a permitted use in the Conununity Shopping Zone of the Main Street Redevelopment Plan;

WHEREAS, in evaluating this request, the Mayor and Council considered the permitted uses in the existing Plan and the effect, if any, this amendment would have on the surrounding area as well as the community need for the services offered by the adult day care center;

WHEREAS, the City desires to consider the request by the adult day care center to amend the Main Street Redevelopment Area and has prepared proposed amendments to the Main Street Redevelopment Plan, as set forth in the attached EXHIBIT A, in order to permit, within the Community Shopping Zone of the Redevelopment Area, an adult day care at 1105 Main Street, provide specific parking standards for the use, and require one (1) off-street parking space to be reserved for each vehicle providing transportation services to attendees; and

WHEREAS, the City's Director of Planning and Redevelopment has opined that the proposed amendments are appropriate as set forth in and attached hereto as EXHIBIT A; and

WHEREAS, the Mayor and City Council have reviewed the Proposed Amendment in Exhibit A and desire to forward the Proposed Amendment to the Planning Board for review pursuant to *NJS.A.* 40A:12A-7(e).

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

I. The Mayor and Council hereby refer the Proposed Amendment in Exhibit A to the Plaiming Board for review and recommendation in accordance with the requirements of *NJS.A.* 40A:12A-7(e).

2. The Plaiming Board is authorized and directed to prepare a report of its

Attachment: Res to Council Adult Day Care Center May 2025 SIGNED 5.19.25 (2025-14 : Ordinance Amendment to the Main Street

reconunendations (the "Planning Board Report") regarding the Proposed Amendment to the Plan within forty-five (45) days of the date hereof.

3. The Planning Board Report shall identify any prov1s10ns within the Proposed Amendment to the Plan that are inconsistent with the City's Master Plan, along with recommendations concerning those inconsistencies and any other matters the Plmming Board deems appropriate.

4. If the Plmming Board Report is not transmitted to the Mayor and Council within forty-five (45) days of the date hereof, the Mayor and Council shall be relieved of the requirement to obtain a Plmming Board Report for the Proposed Amendment to the Plan in accordance with *N.JS.A.* 40A:12A-7(e).

5. The Clerk of the City shall forward a copy of this Resolution and the Proposed Amendment to the Plmming Board for review forthwith pursuant to *N.JS.A.* 40A:12A-7(e).

6. This Resolution shall take effect inm1ediately.

I, ANTHONY CUCCI, Deputy City Clerk of the City of Asbury Park, Mornnouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-210 which was finally adopted by the City Council at a meeting held on the 23rd day of April, 2025

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

Anthony Cucci, Deputy City Clerk 4/24/2025

ANTHONY CUCCI
DEPUTY CITY CLERK

Vote Record - Resolution 2025-210

0 Adopted
☐ Adopted as Amended
☐ Defeated
☐ Tabled
☐ Withdrawn
☐ Second Reading
☐ Resolution Failed for Lack of Seconder

		Yes/Aye	No/Nay	Abstain	Absent
Mgela Ahbcz-Andcrson	Sccondcl	0	☐	☐	☐
Eileen Chapman	Voter	0	☐	☐	☐
Yvonne Clayton	Mover	0	☐	☐	☐
Quinn	Voter	0	☐	☐	☐
John Moor	Voter	0	☐	☐	

Attachment: Res to Council Adult Day Care Center May 2025 SIGNED 5.19.25 (2025-14 : Ordinance Amendment to the Main Street

Exhibit A.

DRAFT ORDINANCE AMENDING THE MAIN STREET REDEVELOPMENT PLAN

WHEREAS, on November 12, 2008 the Mayor and City Council adopted Ordinance No. 2886 entitled "ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ADOPTING THE MAIN STREET REDEVELOPMENT PLAN RELATINGTO THE MAIN STREET REDEVELOPMENT AREA" (the "Ordinance"); and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq., the " Act") the Ordinance adopted a plan (the "Main Street Redevelopment Plan" or the "Plan") for the redevelopment of an area (the "Main Street Redevelopment Area" or the "Area"); and

WHEREAS, on November 12, 2014, the Mayor and City Council amended the Main Street Redevelopment Plan to permit microbreweries on Block 2702, Lot 7 in the Community Shopping Zone; and

WHEREAS, on February 28, 2018, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit recording studios in the Community Shopping Zone permit valet parking in the Civic/South Gateway; and

WHEREAS, on August 22, 2018, the Mayor and City Council still further amended the Main Street Redevelopment Plan to permit banks and accessory ATM machines in the Sunset Park Zone; and

WHEREAS, on July 14, 2021, the Mayor and City Council further amended the Main Street Redevelopment Plan in order to add Block 2503, Lots 2-5 under the City-wide Area in Need of Rehabilitation designation, and to permit Block 2503, Lots 1-5 to have a maximum height of five stories (60 feet) with an additional penthouse of 12 feet in height, and to require large expanses of blank walls to have murals as approved by the municipal public art commission; and WHEREAS, the Main Street Redevelopment Plan has led to an increase in public and private investment within the Area since its adoption, however, the Plan may benefit from amendments to remove barriers to further improvement and community benefit; and

WHEREAS, on July 17, 2024, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit soup kitchens and food pantries Block 2805, Lot 17, and added related standards; and

WHEREAS, the Act sets forth the process by which amendments to any redevelopment plan shall be considered and, if appropriate, adopted; and

WHEREAS, an existing adult day care, known as Jersey Shore Adult Day Health Care Center, located on Main Street, requested the City consider an amendment to the Main Street Redevelopment Plan to permit relocation of the use to 1105 Main Street (Block 2804, Lot 5.01) within the Community Shopping Zone of the Main Street Redevelopment Area;

Attachment: Res to Council Adult Day Care Center May 2025 SIGNED 5.19.25 (2025-14 : Ordinance Amendment to the Main Street

WHEREAS, the adult daycare is not a permitted use in the Community Shopping Zone of the Main Street Redevelopment Plan;

WHEREAS, in evaluating this request, the Mayor and Council considered the permitted uses in the existing Plan and the effect, if any, this amendment would have on the surrounding area as well as the community need for the services offered by the adult day care center;

WHEREAS, the Council finds that amendment to the Main Street Redevelopment Plan, Community Shopping Zone, is appropriate in order to permit the continuation of the use and provision of services to a vulnerable population of City and area residents, and that the location is appropriate given the existing conditions and surrounding land uses that include a variety of services as well as retail and restaurant uses;

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

SECTION 1. (additions are shown as ***thus:*** deletions are shown as **#ms)**

Page 39 of the Main Street Redevelopment Plan, the *Proposed Land Uses & Building Requirements By Character District* table, within the row setting forth the *Principal Uses* in the *Community Shopping Zone,* the following language shall be added:

: adult day care, which may or may not be licensed by the NJ DOH, and associated services, including but not limited to social programming, medical services, transportation services and food preparation /services, is permitted on Block 2804, Lot 5.01.

SECTION 2. (additions are shown as ***thus:*** deletions are shown as **#His)**

Page 40 of the Main Street Redevelopment Plan, the *Proposed Land Uses & Building Requirements By Character District* table, the following language shall be added below the table:

* SPECIFICZONING AND DESIGN REGULATIONS FOR BLOCK 2804, Lot 5.01:
    - One (1) off-street parking space shall be reserved for each vehicle providing transportation services to attendees of an adult day care located on the property. The pick-up/drop-off of attendees shall occur in the parking space(s) reserved for this purpose. When not in use by transportation services, the parking space(s) may be used for loading and deliveries. The reserved parking space(s) may be included in those that satisfy the minimum parking standards stated in the *Parking Standards* table herein.

Attachment: Res to Council Adult Day Care Center May 2025 SIGNED 5.19.25 (2025-14 : Ordinance Amendment to the Main Street

SECTION 3. (additions are shown as ***thus:*** deletions are shown as **#ws}**

Page 43 of the Main Street Redevelopment Plan, within the *Parking Standards* table, within the
Commercial Uses row, the following shall be added:

Land Use	Unit	Min. No Spaces/Unit	Max. No. Spaces/Unit
Adult da'l, care	*Per 900s[*	*1*	*NIA*

Attachment: Res to Council Adult Day Care Center May 2025 SIGNED 5.19.25 (2025-14 : Ordinance Amendment to the Main Street

Attachment: Res to Council Adult Day Care Center May 2025 SIGNED 5.19.25 (2025-14 : Ordinance Amendment to the Main Street

Minutes
Meeting of the Municipal Council
Wednesday, June 11, 2025
REGULAR MEETING

Executive Session - 4:00 p.m.

2025-255 Resolution Authorizing a Meeting Which Excludes the Public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

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

ITEMS TO BE PRESENTED:

Matters from City Council
Council member Ahbez-Anderson stated, Good Evening, everyone. I have several announcements. You just heard from our recreation director and she is hitting the ball out of the park with some other activities for the summer. We have Saturdays from June 28th through August 2nd swimming lessons for our youngsters. We also have the summer day camp program and this is for current kindergarteners to current 7th graders. This begins June 30th, runs through August 8th, Monday through Friday, 12:00PM noon to 4:30PM. There are payment plans available until June 10th, all payments are non-refundable so please bring the exact amount. No child will be turned away, but you must show proof of living in the same household. Limited slots are available. And lastly, on the 13th, right here in the council chambers the city will be hosting a Stay in New Jersey Senior Freeze Program. Please be here at 1:00PM, they will have a workshop, they will also have applications to assist you. You will need your 2023 tax returns, and when I say "they" this is from the office of Vin Gopal, Assemblywoman Luanne Peterpaul, and Assemblywoman Dr. Margie Donlon. That's all for me, thank you.

Council member Chapman had no matters at this time.

Council member Clayton stated, Good Evening, just wanted to let you know that North to Shore is coming back to Asbury Park. It is going to be here from June 14th through the 29th. And that means that all over the city there are going to be all types of activities, art, music, dance, anything you can think of. So, if you go to the N2S website it will give you all the events that are happening throughout the city during that two-week period. Also, Juneteenth is coming up and there will be a Juneteenth festival in Springwood Park on June 21st from 12:00PM to 6:00PM. Again, it will be an event that is designed for the family. So, please come out and celebrate Juneteenth with us. Thank you.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager
City Manager Adam Cruz had no matters at this time.

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

1. Presentation of Fourth Round Affordable Housing Plan by Beth McManus, PP, AICP

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:

Frank Cuccinotta and Paul McEvely made a comment about the infrastructure improvement plan. Nina Summerlin made a comment about the timeline for the development of the new Lincoln Village. Linda Brophy made a comment about infrastructure and bike paths. Alexandra Wright and Steven Wright made a comment about sewer bills for rentals. Matthew Whalen made a comment about Asbury Fest during the weekend.
A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

MINUTES

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

1. Municipal Council- Executive Meeting May 28, 2025 4:00 PM

2. Municipal Council - Regular Meeting - May 28, 2025 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2025-256 Resolution Approving 2025-2026 Alcoholic Beverage Control License for PF, LLC d/b/a/ Garcia Liquors/Tapatia in the City of Asbury Park, County of Monmouth, New Jersey

2025-257 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Akshay Enterprises-d/b/a/ Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey

2025-258 Resolution Approving 2025-2026 Alcoholic Beverage Control License for 601-603 Liquor License Partnership, LLC, -d/b/a/ Barrio Costero in the City of Asbury Park, County of Monmouth, New Jersey

2025-259 Resolution Approving 2025-2026 Alcoholic Beverage Control License For Asbury Pub , LLC-D/B/A Homesick In The City Of Asbury Park, County Of Monmouth, New Jersey

2025-260 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Ohana Kitschen Company-d/b/a/ The Break, Low Dive, Aloha Market in the City of Asbury Park, County of Monmouth, New Jersey

2025-261 Resolution Approving 2025-2026 Alcoholic Beverage Control License for 1101 Ocean Ave Venture, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2025-262 Resolution Approving 2025-2026 Liquor License Renewal for 1303-33-013-002 Asbury Landmark Liquor LLC (Pocket)

2025-263 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Cookman Restaurant Group, LLC d/b/a/ Cross & Orange in the City of Asbury Park, County of Monmouth, New Jersey

2025-264 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Pettibone Paradise, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2025-265 Resolution Approving 2025-2026 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

2025-266 Resolution Approving 2025-2026 Alcoholic Beverage Control License for AP Restaurant II-d/b/a/ Watermark in the City of Asbury Park, County of Monmouth, New Jersey

2025-267 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Stone Pony Liquor License , LLC-d/b/a/ The Stone Pony in the City of Asbury Park, County of Monmouth, New Jersey

2025-268 Resolution Approving 2025-2026 Alcoholic Beverage Control License for RBAR AP, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2025-269 Resolution Approving 2025-2026 Alcoholic Beverage Control License for AP Thirty Property Holdings, LLC-d/b/a/ Convention Hall Concessions (Beach Bar) in the City of Asbury Park, County of Monmouth, New Jersey

2025-270 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Iconic Saint Laurent, AP Drink LLC d/b/a The Saint Laurent in the City of Asbury Park, County of Monmouth, New Jersey

2025-271 Resolution Approving 2025-2026 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

2025-272 Resolution Approving 2025-2026 Alcoholic Beverage Control License for McLoone's Asbury Park, LLC.-d/b/a/ The Robinson Ale House/Supper Club/Iron Whale Restaurant/AP Rooftop in the City of Asbury Park, County of Monmouth, New Jersey

2025-273 Resolution Approving 2025-2026 Alcoholic Beverage Control License for AP Restaurant III , LLC-d/b/a/ The Wonder Bar in the City of Asbury Park, County of Monmouth, New Jersey

2025-274 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Asbury F&B , LLC-d/b/a/ The Berkeley Hotel in the City of Asbury Park, County of Monmouth, New Jersey

2025-275 Resolution Approving 2025-2026 Alcoholic Beverage Control License for 210 5th Ave. Venture Urban Renewal, LLC, D/B/A The Asbury Hotel in the City of Asbury Park, County of Monmouth, New Jersey

2025-276 Resolution Approving 2025-2026 Alcoholic Beverage Control License for 934 SHIV, LLC.-d/b/a/ Lush in the City of Asbury Park, County of Monmouth, New Jersey

2025-277 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Citigroup Supermarket Corp d/b/a/ CitiSuperMarket in the City of Asbury Park, County of Monmouth, New Jersey

2025-278 Resolution Approving 2025-2026 Alcoholic Beverage Control License for SRI Sarawati, Inc-d/b/a/ Mak on Main Liquors in the City of Asbury Park, County of Monmouth, New Jersey

2025-279 Resolution Approving 2025-2026 Alcoholic Beverage Control License for TBD, Inc.-d/b/a/ Taka Restaurant in the City of Asbury Park, County of Monmouth, New Jersey

2025-280 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Asbury Two Liquor License, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2025-281 Resolution Approving 2025-2026 Alcoholic Beverage Control License for AP Restaurant 1 LLC-d/b/a/ Stella Marina in the City of Asbury Park, County of Monmouth, New Jersey

2025-282 Resolution Approving 2025-2026 Alcoholic Beverage Control License for Cookman Limited Liability Co. ,-d/b/a/ Brandos Restaurant in the City of Asbury Park, County of Monmouth, New Jersey

2025-283 Resolution Approving 2025-2026 Alcoholic Beverage Control License for 1411 Kingsley Street, LLC, the City of Asbury Park, County of Monmouth, New Jersey

2025-284 Resolution Approving 2025-2026 Alcoholic Beverage Control License for KB & AD HOLDINGS LLC. -d/b/a/ Moonstruck Restaurant & Lounge in the City of Asbury Park, County of Monmouth, New Jersey

2025-285 Resolution Approving 2025-2026 Alcoholic Beverage Control License for 614 Liquor License, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2025-286 Resolution Approving 2025-2026 Alcoholic Beverage Control License for 1211 Main Street, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2025-287 Resolution Approving 2025-2026 Alcoholic Beverage Control License for AP Restaurant V LLC d/b/a Swim Crush, in the City of Asbury Park, County of Monmouth, New Jersey

2025-288 Resolution Approving Special Event Applications

2025-289 Resolution Amending Resolution #2025-163 Authorizing Repairs to the Fire Department Ambulance #83-60

2025-290 Resolution Amending Resolution 2025-235 To Include Certification Of Funds

2025-291 Resolution Amending Temporary Budget Appropriations for 2025 Budget

INDIVIDUAL RESOLUTIONS

2025-292 Resolution Approving Payment of Bills

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

2025-293 Resolution Authorizing the Purchase of Admission and Group Packages Needed for the 2025 Summer Day Camp Program and 2025 Police Athletic League Summer Camp In An Amount Not-To-Exceed $125,000

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

2025-294 Resolution Authorizing Payment for Two Emergency By-Pass Pump Rentals Needed at the Wastewater Treatment Plant

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

2025-295 Resolution Amending the Contract with Shore Point Architecture for Services at the New Fire Department Headquarters

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

2025-296 Resolution Authorizing the City of Asbury Park to Implement The Competitive Contracting Process to Procure Vendors To Operate a Valet Parking Service Concession

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

2025-297 Resolution Authorizing the City of Asbury Park to Implement The Competitive Contracting Process to Procure Vendors To Operate Vending Machines Concession

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

2025-298 Resolution Awarding a Bid for the Transportation of Liquid Sewage Sludge

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

2025-299 Resolution Adopting the Monmouth County Home Consortium Fiscal Year 2025-2029 Consolidated and 2025 Annual Action Plan for Housing and Community Development Block Grant Program

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

2025-300 Resolution Approving a Liquor License with Special Conditions for Porta at Asbury Park, LLC d/b/a Porta for the 2025-2026 Licensing Year

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

2025-301 Resolution Approving A Liquor License Renewal With Special Conditions For Steinbach Liquor License, LLC Trading As- Asbury Ale House/ Lola's Cafe/ Mainstay For The 2025-2026 Licensing Term

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

2025-302 Resolution Approving 2025-2026 Alcoholic Beverage Control License for House of Independents, LLC in the City of Asbury Park, County of Monmouth, New Jersey

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

2025-303 Resolution Authorizing The Appointment Of City Public Defender

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

2025-304 Resolution Authorizing The Appointment Of Alternate Public Defenders

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

2025-305 Resolution Authorizing the Disposition of Surplus Property

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

2025-306 Resolution Authorizing Appointments to the Environmental Shade Tree Commission

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

ORDINANCES

Introduction

2025-15 BOND ORDINANCE PROVIDING FOR THE TRAIN STATION CANOPIES, APPROPRIATING $1,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $704,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY

RESULT:	**INTRODUCED [4 TO 1]** **Next: 6/25/2025 6:00 PM**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	John Moor

Second Reading/Public Hearing

2025-14 Amendment to the Main Street Redevelopment Plan

RESULT:	**TABLED [UNANIMOUS]**
	Next: 6/25/2025 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 6:49 PM

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Council member Chapman. Meeting adjourned at 6:49 PM.

Respectfully submitted by:

_____

Anthony Cucci, Deputy City Clerk