



Agenda
Meeting of the Municipal Council
Wednesday, August 10, 2022
REGULAR MEETING 6:00 PM

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

2022-348 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Temporary structures for the Asbury Hotel, Block 4104 Lot 13
2. Temporary Cellular Installation on the Northwest Portion of Block 4306, Lot 2 and the Northeast corner of Block 4105, Lot 4 Within the Waterfront Redevelopment Area

B. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

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

Proclamation

1. Recognizing Diana Pittet
2. Recognizing Celia Morissette

Items to be Presented:

Matters from City Council

Matters from City Manager

Matters from City Attorney

III. **Regular Meeting**

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting July 27, 2022 5:00 PM
- Municipal Council - Regular Meeting - Jul 27, 2022 6:00 PM

C. Consent Agenda Resolutions

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

2022-349 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Pettibone Paradise, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2022-350 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Asbury Two Liquor License, LLC in the City of Asbury Park, County of Monmouth, New Jersey

2022-352 Resolution Appointing Members to the Zoning Board of Adjustment

D. Individual Resolutions

2022-351 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Stefan Aschan for properties located at 509 Third Avenue and 614 Second Avenue, Asbury Park, New Jersey

2022-353 Resolution Approving Payment of Bills

2022-343 Resolution of The Mayor and Council of the City of Asbury Park, Acting as the Waterfront Redevelopment Entity, Granting Conceptual Approval to Madison Asbury Retail LLC, For Modifications To The Façade Of The Third Avenue Pavillion, 1000 Ocean Avenue Parcel in Block 4502, Lot 1.10 and Referring the Matter to the Planning Board For Appropriate Approvals.

2022-354 Resolution Awarding a Contract to Taylor Fence Company for New Fencing at Springwood Park

2022-355 Resolution Awarding of a Contract to Millennium Communications Group for Yearly Camera Support and Service

2022-356 Resolution Authorizing Membership with the Keystone Purchasing Network Cooperative Purchasing Program

2022-357 Resolution of The Mayor And Council of The City of Asbury Park, Acting as The Redevelopment Entity, Authorizing A Temporary Cellular

Installation on The Northwest Portion of Block 4306, Lot 2 and the
Northeast corner of Block 4105, Lot 4 Within The Waterfront
Redevelopment Area

2022-358 Resolution Approving Change Order #5 for Bond Street Improvements
Project

2022-359 Resolution Authorizing The Execution Of A “Use And License
Agreement” With SHN Festivals, LLC, Concerning A Live Cultural
Music And Art Festival To Be Held In A Designated Portion Of The
Asbury Park Waterfront Area On Certain Specified Dates In 2022, 2023,
And 2024, And Authorizing The Issuance Of A Special Events Permit(S)
In Connection Therewith

2022-360 Resolution Clarifying The City Council’s Legislative Intent Regarding
The Location Of Medical Cannabis Alternative Treatment Centers Within
The City Of Asbury Park

E. Adjournment

**RESOLUTION NO. 2022-348****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 August 10, 2022 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. Temporary structures for the Asbury Hotel, Block 4104 Lot 13
2. Temporary Cellular Installation on the Northwest Portion of Block 4306, Lot 2 and the Northeast corner of Block 4105, Lot 4 Within the Waterfront Redevelopment Area

B. Attorney-Client Privilege:

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


Lisa Esposito 8/11/2022

LISA ESPOSITO
DEPUTY CITY CLERK



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

Executive Session - 5:00 p.m.

2022-336 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Melody Hartsgrove called the meeting to order at 6:20 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 Jul 27, 2022 6:00 PM (Minutes)

ITEMS TO BE PRESENTED:**Matters from City Council**

Council member Chapman stated, this Saturday there will be a Family Day at the beach from noon until 5:00 PM. There will be surf lessons, beach games, live music, ocean safety, snacks and fun. It's free of charge for community members, family members, children in our community. On August 10th, there will be coffee with a council person at Macro Bites at 10:00 AM. It will be Jesse Kendle and myself meeting with anyone who has any questions or concerns. This is also the last few days to submit an idea for our participatory budgeting. July 31st is the deadline. Everyone who submits an idea will have the opportunity to present their ideas at a town hall meeting for the community to vote on these ideas for projects. If you haven't already done so, please submit some ideas.

Council member Clayton stated, on Tuesday August 2nd is the Annual National Night Out celebration in Springwood Park from 5:00 PM to 8:00 PM. It is a great event, everyone should come out and bring their family. Also this weekend and next weekend, the Quality of Life Committee is continuing their summer spruce up. For this weekend, the dumpsters will be available on Monroe Avenue near the Boys & Girls Club for July 30th and 31st. The following weekend they will be located on Grand Avenue south of First, next to the library. That is going to be August 6th and 7th.

Council member Kendle stated, I want to give Eileen and the foundation a big shout out for what you're doing this year. So many people come away from the park on Monday nights full of joy. There was one particular group that came, two ladies and one said, "I haven't been this happy since my divorce!" I had to ask her, "How many years?" She said 15, so pat on the back to you guys. Also as Yvonne said, the Turf Club and that's on a Tuesday and try to also support that if you can.

Deputy Mayor Quinn stated, I use the dumpster thing last week and it was great, it was fantastic. So kudos to the Quality of Life Committee.

Mayor Moor stated, I just wanted to say a little more on Family Fun Day, Saturday on 8th Avenue beach. This event is put on by the city, the Boys & Girls Club, and Surfriders. Diana from Surfriders, I call her Marco Polo Pittet. She travels the world, she's all over the place. But this weekend she's going to be there. It's a great time. Destiny from the Boys & Girls Club is going to be doing some outrageous stuff. Everyone is going to be having a great day, it's a great event. The same day at Springwood Park from 12:00 PM to 9:00 PM, Jesse Stevens is City employee at DPW rents the park. He's a DJ and he's raising money for book bags. He's raised money in the past for coats. It's a great events, so if anyone gets a chance please stop over to his event Saturday and Springwood Park from 12:00 PM to 9:00 PM.

Matters from City Manager

City Manager, Donna Viero was absent.

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Stephen Williams made a comment about Police presence and funding at the AP Youth Football and Cheerleading practice; Annette Harnell made comments about a letter she sent to the City Manager, and shootings in town; Sylvia Sylvia made comments about DPW doing a great job cleaning the beach, the 4th of July Fireworks, and AP Youth Football program promoted on the radio; Diane Shelton made comments about new hours at the library due to no air-conditioning, and a new mural on the west side at the boys and girls club.

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

MINUTES

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

1. Municipal Council- Executive Meeting July 13, 2022 3:30 PM
2. Municipal Council - Regular Meeting - Jul 13, 2022 6:00 PM **Accepted**

INDIVIDUAL RESOLUTIONS

2022-337 Resolution Approving Special Event Applications

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

2022-338 Resolution Approving Payment of Bills

PO#22-00891 & PO#22-01503 (Arcari & Iovino Architects) were removed from Resolution 2022-338.

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

2022-339 Resolution Accepting Donations From Michael Attianese Of Whacky Tobaccy, Ken Seigler Of E-Bike King NJ, Adam Of Yes Graphics And NJ Photoworks For The Asbury Park Police Department

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

2022-340 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey
 Providing for the Insertion of Special Items of Revenue in the 2022 Sewer Budget of the
 City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - American Rescue
 Plan

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

2022-341 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey
 Providing for the Insertion of Special Items of Revenue in the 2022 Budget of the City of
 Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Mental Health Services
 Additional Funds

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

2022-342 Resolution Canceling Balances of Grant Receivables and Grants Appropriated

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

2022-344 Resolution Authorizing First Amendment To Lease Agreement With New Cingular
 Wireless PCS, LLC

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

2022-345 Resolution Appointing Muralists To Paint Murals On The City Of Asbury Park
 Wastewater Treatment Plant

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

2022-346 Resolution to Authorize a Grant Application From the New Jersey Department of
 Community Affairs for the Purchase of a New Oxygen Generator for the Fire Department

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

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

2022-347 Resolution Authorizing an Appointment to the Housing Authority

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

ADJOURNMENT

The meeting was adjourned at 6:50 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded by Council member Clayton. All were in favor. Meeting adjourned at 6:50 PM.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

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



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 10, 2022
RESOLUTION SUMMARY

2022-349

Resolution Approving 2022-2023 Alcoholic Beverage Control License for Pettibone Paradise, LLC in the City of Asbury Park, County of Monmouth, New Jersey



RESOLUTION NO. 2022-349

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

**RESOLUTION APPROVING 2022-2023 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 2022-2023 license term. (Job#523125)

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, 2022 until June 30, 2023, is hereby renewed:

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-349 which was finally adopted by the City Council at a meeting held on the 10th day of August, 2022

CERTIFIED BY ME THIS 10th DAY OF August, 2022.



Lisa Esposito 8/11/2022

LISA ESPOSITO
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 10, 2022
RESOLUTION SUMMARY

2022-350

Resolution Approving 2022-2023 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. 2022-350

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

RESOLUTION APPROVING 2022-2023 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 2022-2023 license term. (Job#526311)

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, 2022 until June 30, 2023, 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, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-350 which was finally adopted by the City Council at a meeting held on the 10th day of August, 2022

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



Lisa Esposito 8/11/2022

LISA ESPOSITO
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 10, 2022
RESOLUTION SUMMARY

2022-352

Appointment of John Scully to Regular Member of the Zoning Board of Adjustment



RESOLUTION NO. 2022-352

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

RESOLUTION APPOINTING MEMBERS TO THE ZONING BOARD OF ADJUSTMENT

WHEREAS, pursuant to N.J.S.A. 40:55D-69, *et seq.*, and Section 30-22, *et seq.*, of the Asbury Park City Code, a Zoning Board of Adjustment has been established within the City consisting of seven (7) regular members and two (2) alternate members; and

WHEREAS, per Section 30-22.1 of the City Code, all regular and alternate members of the Zoning Board of Adjustment are to be appointed by the Mayor and Council; and

WHEREAS, pursuant to N.J.S.A. 40:55D-69, the terms of all members first appointed to the Zoning Board of Adjustment shall be so determined that, to the greatest practicable extent, the expiration of such terms shall be distributed, in the case of regular members, evenly over the first four years after their appointment, and in the case of alternate members, evenly over the first two years after their appointment; and

WHEREAS, thereafter, the term of each regular member shall be for four (4) years, and the term of each alternate member shall be for two (2) years; and

WHEREAS, with the above in mind, the Mayor and Council wish to make the following appointments to the Zoning Board of Adjustment.

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

1. Effective immediately, the following resident(s) of the City of Asbury Park is/are hereby appointed as Member of the Zoning Board of Adjustment:

John Scully, Regular Member Term Expires: 12/31/2022

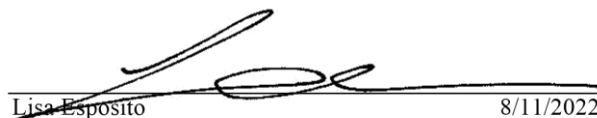
2. A certified copy of this Resolution shall be provided to each of the following:

- a. Each Appointee referenced above
- b. Zoning Board of Adjustment Secretary
- c. Donna Vieiro, City Manager

d. Frederick C. Raffetto, Esquire, Municipal Attorney

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-352 which was finally adopted by the City Council at a meeting held on the 10th day of August, 2022

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



Lisa Esposito 8/11/2022

LISA ESPOSITO
DEPUTY CITY CLERK



Application for Appointment as a Citizen to a Board, Committee or Commission

City of Asbury Park

3.C.3.a

Submitted On:
November 15, 2021 9:45pm
America/New_York

Board, committee or commission you are applying for?	Zoning Board of Adjustment
Name	John Scully
Do you reside within the City of Asbury?	Yes
Address	1307 4th Avenue Asbury Park NJ 07712
Phone number	973-600-5210
Email	jvscully@live.com
Are you 18 years of age or older?	Yes
Experience, civic activities & statement of interest: (List experience you may have, include other boards, committees etc. and why you wish to serve)	Hello- My name is John V. Scully and I would like to be considered for a role on the Zoning Board of Adjustment. One of the many great things about living in Asbury Park is the incredible sense of community. It is this sense of community that has inspired me to volunteer for a committee position. Throughout my professional career, I have always believed in the value of engaging the community. From my time in law enforcement through my time as a business owner, I never forgot that the residents, workers, and business owners must all work together to create a place that welcomes everyone. I spent the majority of my law enforcement career in the community policing division of Wayne Township. I engaged daily with residents and business leaders to find ways for us to work together to make the township a better place for all. After retiring from law enforcement I had the opportunity to start my own business. As a business owner, our team worked closely with community leaders in New York City to help provide jobs to local residents. I am thankful I am now in a position in my life that I have time to dedicate to a volunteer position. Please feel free to reach me via the email or phone number below. I look forward to the opportunity to discuss a possible board role. Sincerely, John V. Scully, Esq. jvscully@live.com 973.600.5210
Education	BA/BA and JD

Attachment: John Scully-Zoning Board 11.2021 (2022-352 : Resolution Appointing Zoning Board Member)

Upload resume	https://seam.ly/NNhOYfjn Scully.John-Resume.pdf 3.C.3.a
Do you have any conflicts you may have if chosen to serve?	No
Signature Data	First Name: John Last Name: Scully Email Address: jvscully@live.com Signed at: November 15, 2021 9:45pm America/New_York



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 10, 2022
RESOLUTION SUMMARY

2022-351

Discharge of Mortgage for Stefan Aschan for properties located at 509 Third Avenue and 614 Second Avenue



RESOLUTION NO. 2022-351

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

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A DISCHARGE OF MORTGAGE FOR STEFAN ASCHAN FOR PROPERTIES LOCATED AT 509 THIRD AVENUE AND 614 SECOND AVENUE, ASBURY PARK, NEW JERSEY

WHEREAS, the City of Asbury Park, through its Regional Contribution Agreement (RCA) Program, executed mortgages to Stefan Aschan in the total amount of \$98,283 for housing repairs; and

WHEREAS, an agreement was entered into for repairs for 509 Third Avenue, Asbury Park, Block 3401 Lot 16, on July 17, 2015, and were recorded in the Monmouth County Clerk's Office on November 16, 2015, Book OR-9140, Page 5121, in the amount of \$46,660; and

WHEREAS, an agreement was entered into for repairs for 614 Second Avenue, Asbury Park, Block 2705 Lot 2, on January 24, 2017, and were recorded in the Office of Monmouth County Clerk's Office on May 10, 2017, Book OR-9226, Page 4224 in the amount of \$51,623; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loans in the total amount of \$98,283 for a period of ten years on each property; and

WHEREAS, Stefan Aschan has satisfied the requirements of said loan, by repaying the total amount of \$98,283 and is requesting a Discharge of Mortgage for 509 Third Avenue and 614 Second Avenue; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of the Mortgage by the City with respect to 509 Third Avenue and 614 Second Avenue, Asbury Park, New Jersey.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-351 which was finally adopted by the City Council at a meeting held on the 10th day of August, 2022

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

LISA ESPOSITO
DEPUTY CITY CLERK

Discharge of Mortgage

A certain Mortgage dated January 24, 2017, was made by City of Asbury Park

to STEPAN ASCHEN, 614 Second Avenue, Asbury Park, N.J. 07712

This Mortgage was made to secure payment of \$ 51,623 and interest. It was recorded or registered in the office of the county recording officer of Monmouth County, State of New Jersey, on May 10, 2017, in Mortgage Book 02-9226 on Page 4224.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.
2. I sign and CERTIFY to this Discharge of Mortgage on August 10, 2022.

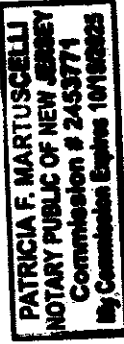
Witnessed or Attested by:

 (Seal)
Donna M. Vieiro, City Manager

 (Seal)
Melinda Hanson, City Clerk

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on August 10, 2022

personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) executed this instrument as his or her own act.



Patricia Martuscelli
Patricia Martuscelli, Notary Public
Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on _____

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as City of Asbury Park the entity named in this instrument; and,
- (c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:

The City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712
Attn: Community Development
CDBG


Donna M. Vieiro, City Manager
Print name and title below signature

(For Recorder's Use Only)

City of Asbury Park
City Hall
One Municipal Plaza
Asbury Park, NJ 07712

W. S. G. J. P.

PROGRAM LIEN PAYOFF

Date Prepared: January 26, 2022

For: Stefan Aschan

Address: 509 Third Avenue, Asbury Park, NJ 07712

Program: City of Asbury Park Regional Contribution Agreement Rehabilitation Program.

Program Mortgage Amount: \$51,623.00

Date of Mortgage: January 24, 2017 - recorded in the Monmouth County Clerk's Office on May 10, 2017, Book 9226, Pg. 4224.

Mortgage Terms: Refer to the terms listed in the Mortgage above and as follows:

Borrower agrees to pay the principal (\$51,623.00) with no interest in its entirety upon vacating or the transfer of title of this property prior to the end of the 10 years after completion of the rehabilitation as evidenced by certification from the Housing Inspector of the City of Asbury Park.

Payoff Amount is: \$51,623.00

Payable to: City of Asbury Park

C/O: City of Asbury Park: City Hall. One Municipal Plaza, Asbury Park,
NJ 07712

Attn: Donna Vieiro, City Manager.

The Program Lien will be discharged after receipt of payment.

Discharge of Mortgage

A certain Mortgage dated July 7, 2015, was made by City of Asbury Park

to Stefan Aschan, 509 Third Avenue, Asbury Park, N.J. 07712

This Mortgage was made to secure payment of \$ 416,660 and interest. It was recorded or registered in the office of the county recording officer of Monmouth County, State of New Jersey, on November 16, 2015 in Mortgage Book 08-9140 on Page 5121.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and CERTIFY to this Discharge of Mortgage on August 19, 2022.

Witnessed or Attested by:

Melody Hartgrove, City Clerk

Donna M. Vieiro, City Manager (Seal)

(Seal)

STATE OF NEW JERSEY, COUNTY OF Monmouth

SS:

I CERTIFY that on August 19, 2022

Donna M. Vieiro, City Manager

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) executed this instrument as his or her own act.



Patricia Martuscelli

Patricia Martuscelli, Notary Public

Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF Monmouth

SS:

I CERTIFY that on _____

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as City of Asbury Park the entity named in this instrument; and,
- (c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:

The City of Asbury Park
1 Monmouth Plaza
Asbury Park, NJ 07712
Attn: Community Development
CD86

Donna M. Vieiro, City Manager

Print name and title below signature

(For Recorder's Use Only)

**City of Asbury Park
City Hall
One Municipal Plaza
Asbury Park, NJ 07712**

PROGRAM LIEN PAYOFF

Date Prepared: June 16, 2022

For: Stefan Aschan

Address: 509 Third Avenue, Asbury Park, NJ 07712

Program: City of Asbury Park Regional Contribution Agreement Rehabilitation Program.

Program Mortgage Amount: \$46,660.00

Date of Mortgage: July 17, 2015 - recorded in the Monmouth County Clerk's Office on November 16, 2015, Book 9140, Pg. 5121.

Mortgage Terms: Refer to the terms listed in the Mortgage above and as follows:

Borrower agrees to pay the principal (\$46,660.00) with no interest in its entirety upon vacating or the transfer of title of this property prior to the end of the 10 years after completion of the rehabilitation as evidenced by certification from the Housing Inspector of the City of Asbury Park.

Payoff Amount is: \$46,660.00

Payable to: City of Asbury Park

**C/O: City of Asbury Park: City Hall. One Municipal Plaza, Asbury Park,
NJ 07712**

Attn: Donna Vieiro, City Manager.

The Program Lien will be discharged after receipt of payment.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 10, 2022
RESOLUTION SUMMARY

2022-353

Payment of Bills.



RESOLUTION NO. 2022-353

**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:

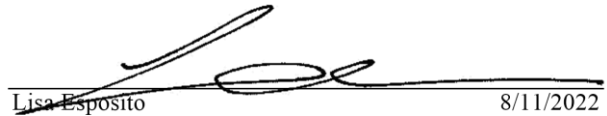
BE IT RESOLVED, that these vouchers payable totaling \$1,051,920.96

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

CURRENT VOUCHERS	\$ <u>1,051,920.96</u>
TOTAL VOUCHERS	\$ <u>1,051,920.96</u>

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-353 which was finally adopted by the City Council at a meeting held on the 10th day of August, 2022

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


Lisa Esposito 8/11/2022

LISA ESPOSITO
DEPUTY CITY CLERK

August 3, 2022
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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

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

Fund: CURRENT
Department: FIRE DEPT.
Extd: FIRE DEPARTMENT

1-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01070 2021 Cloth Allow-Annunziata,P.			218.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01129 2021 Clothing Allow-Gabriel			<u>262.62</u>	0.00	B
				480.62		
	Extd Total: FIRE DEPARTMENT			480.62		
	Department Total: FIRE DEPT.			480.62		
	CAFR Total:			480.62		
	Fund Total: CURRENT			480.62		
	Year Total:			480.62		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

2-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR KEPWEL SPRING WATER	22-02173 ACCT #117290 JULY 2022			459.50	0.00	
	Extd Total: ADMINISTRATION			459.50		
	Department Total: ADMINISTRATION			459.50		

Department: MUNIC CLERK
Extd: MUNICIPAL CLERK

2-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK ASBURY PARK PRESS	22-02165 #0005349166 EXECUTIVE TIME			43.80	0.00	
2-01-20-120-000-238	MUNICIPAL CLERK Contractual					
JUSTF005 JUSTFOIA, INC.	22-01624 #RN8320 2022-2023 RENEWAL			3,162.50	0.00	
GRALLC GRANICUS, LLC	22-02159 INVOICE #154439 AUGUST 2022			<u>706.20</u>	0.00	
				3,868.70		
	Extd Total: MUNICIPAL CLERK			3,912.50		
	Department Total: MUNIC CLERK			3,912.50		

Department: FINANCE
Extd: FINANCIAL ADMINISTRATION

2-01-20-130-000-202	FINANCE Office Supplies					
WBMASON W.B.MASON CO., INC.	22-02077 FINANCE SUPPLIES			84.67	0.00	
WBMASON W.B.MASON CO., INC.	22-02095 8.5 x 11 COPY PAPER			<u>569.90</u>	0.00	
				654.57		

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-20-130-000-205	FINANCE Ads					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES		22-01893	JOB AD - PAYROLL/HR ASST	115.00	0.00	
2-01-20-130-000-207	FINANCE HR Testing					
MERHEA MERIDIAN OCCUPATIONAL HEALTH		22-02115	INVOICE #484610 JUNE 7,2022	490.00	0.00	
2-01-20-130-000-209	FINANCE Fees					
GREFIN GREATAMERICA FINANCIAL SVCS.		22-02175	INV. #32110358 - SEPT 2022	339.50	0.00	
2-01-20-130-000-223	FINANCE Condo Reimbursements					
THEM0005 THE MONROE CONDOMINIUM		22-02025	2nd Q Recycling Reimbursement	1,380.00	0.00	
Extd Total: FINANCIAL ADMINISTRATION				2,979.07		
Department Total: FINANCE				2,979.07		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
2-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
AMAZ0005 AMAZON.COM SERVICES		22-02020	APFD iPad Case	69.95	0.00	
AMAZ0005 AMAZON.COM SERVICES		22-02065	Construction-Code Dehumidifier	353.97	0.00	
				423.92		
2-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
SURMON SURVEYMONKEY INC.		22-02098	INV#42915688 8/22-8/23	408.00	0.00	
Extd Total: COMPUTERIZED DATA PROCESSING				831.92		
Department Total: COMPUTER MIS				831.92		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
2-01-20-150-000-202	TAX ASSESSOR Office Supplies					
CRAPRI CRAFTMASTER PRINTING, INC.		22-02067	2022-3Q Tax Assessor Letter	520.00	0.00	
2-01-20-150-000-209	TAX ASSESSOR Fees					
READAT REALTY DATA SYSTEMS LLC		22-01982	INV #609 2022 ADDED INSPECTION	4,635.00	0.00	
SHAIN005 SHAIN SCHAFFER, PC		22-02075	#10005 JUNE 2022 TAX APPEAL	610.50	0.00	
				5,245.50		
Extd Total: TAX ASSESSOR				5,765.50		
Department Total: TAX ASSESSOR				5,765.50		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
2-01-20-155-000-209	LEGAL SERVICES Fees					
LAWOF005 LAW OFFICE OF GENE J ANTHONY		22-01928	#20841 JUNE RENT LEVELING	195.00	0.00	
ANSZAR ANSELL,GRIMM & AARON, P.C.		22-02006	June 2022 General Legal	8,317.87	0.00	

Attachment: Bill List 8-10-22 (2022-353 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-20-155-000-209	LEGAL SERVICES Fees		Continued			
ARCHGR ARCHER & GREINER, P.C.		22-02084	Invoice CIT061-00401	6,870.96	0.00	
				15,383.83		
	Extd Total: LEGAL SERVICES			15,383.83		
	Department Total: LEGAL SERVICES			15,383.83		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
2-01-20-162-000-202	APTV Equipment					
AMAZ005 AMAZON.COM SERVICES		22-02081	XLR TO STEREO	25.92	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			25.92		
	Department Total: APTV			25.92		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
2-01-20-165-000-209	ENGINEERING SERVICES Fees					
TREDEP TREASURER-STATE NJ - NJDEP		22-02044	PID 492793 1216 Springwood Ave	2,775.00	0.00	
	Extd Total: ENGINEERING SERVICES			2,775.00		
	Department Total: ENGINEER SERV			2,775.00		
	CAFR Total:			32,133.24		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
2-01-21-180-000-201	PLANNING BOARD General Plant					
THEBE005 THE BEEKMAN LAW FIRM, LLC		22-01976	SERVICES RENDERED 4/12 - 6/28	1,425.00	0.00	
	Extd Total: PLANNING BOARD			1,425.00		
	Department Total: PLANNING BOARD			1,425.00		
Department: ZONING BOARD						
Extd: ZONING BOARD OF ADJUSTMENT						
2-01-21-185-000-209	ZONING BOARD Fees					
THEBE005 THE BEEKMAN LAW FIRM, LLC		22-01976	SERVICES RENDERED 4/12 - 6/28	3,150.00	0.00	
	Extd Total: ZONING BOARD OF ADJUSTMENT			3,150.00		
	Department Total: ZONING BOARD			3,150.00		
	CAFR Total:			4,575.00		

Attachment: Bill List 8-10-22 (2022-353 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
2-01-23-220-000-209 NJSHBP NJSHBP	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
	22-02142 HEALTH COVERAGE AUGUST 2022			507,038.11	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			507,038.11		
	Department Total: GROUP INSUR.			507,038.11		
	CAFR Total:			507,038.11		
Department: POLICE						
Extd: POLICE DEPARTMENT						
2-01-25-240-000-202	POLICE Office Supplies					
CRAPRI CRAFTMASTER PRINTING, INC.	22-01900 ESTIMATE #11396 PETTWAY CARDS			45.00	0.00	
STAPLE STAPLES BUSINESS ADVANTAGE	22-02016 Air purifiers			735.54	0.00	
				780.54		
2-01-25-240-000-203	POLICE Motor Vehicle					
EASTC EAST COAST EMERGENCY LIGHTING,	22-02097 Car #4 Siren Repair			471.90	0.00	
EASTC EAST COAST EMERGENCY LIGHTING,	22-02122 INV #32459 PD #58 TINT REPAIR			475.00	0.00	
EASTC EAST COAST EMERGENCY LIGHTING,	22-02157 Car 26 Siren Repair			471.90	0.00	
				1,418.80		
2-01-25-240-000-211	POLICE HR Testing					
INSPSY INSTITUTE FOR FORENSIC	22-02045 INVOICE #16796 EVALUATIONS			3,825.00	0.00	
2-01-25-240-000-212	POLICE Dues,Subscript.					
THOWES THOMSON WEST CUSTOMER SERVICE	22-02136 #84662365 JUNE 2022 SOFTWARE			246.00	0.00	
2-01-25-240-000-218	POLICE Contract.Serv.					
TARLEA TARGETSOLUTIONS LEARNING, LLC	22-01621 guardian tracking subscription			4,653.12	0.00	
2-01-25-240-000-222	POLICE Training					
MONCON MONMOUTH COUNTY POLICE ACADEMY	22-01986 #102ND BCPO 53RD SLEO II			2,250.00	0.00	
	Extd Total: POLICE DEPARTMENT			13,173.46		
	Department Total: POLICE			13,173.46		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
2-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
RICAUT RICH'S AUTO BODY	22-02038 BLANKET PO NOT TO EXCEED			250.00	0.00	
2-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
MOTOR005 MOTOROLA SOLUTIONS, INC C/O	22-01645 Q#Q51722-MR-0531-100 RADIO MIC			880.00	0.00	
2-01-25-265-000-212	FIRE DEPT. Dues,Licenses,Subscriptions					
NJCHIE NJ CAREER FIRE CHIEFS ASSOC.	22-00290 INV#1071 2022 DUES K. KEDDY			375.00	0.00	

Attachment: Bill List 8-10-22 (2022-353 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005	CORONIS HEALTH RCM, LLC dba	22-01983	Invoice CHRCM5539 JUNE 2022	4,839.93	0.00	
2-01-25-265-000-261	FIRE DEPT. Software					
POWDMS	POWERDMS INC.	22-01833	INV-21888 ANNUAL SUBSCRIPTION	5,819.26	0.00	
	Extd Total: FIRE DEPARTMENT			12,164.19		
	Department Total: FIRE DEPT.			12,164.19		
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
2-01-25-275-000-202	PROSECUTOR Fees					
JAMBT	JAMES N. BUTLER, JR.	22-02171	prosecutor july 2022	5,200.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			5,200.00		
	Department Total: PROSECUTOR			5,200.00		
	CAFR Total:			30,537.65		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
2-01-26-290-000-202	STREETS & ROAD Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	22-02063	Laminated Maps	60.00	0.00	
2-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
THEHOS	THE HOSE SHOP, INC.	22-00372	VARIOUS HYDRAULIC HOSE	196.60	0.00	B
ALLDIE	ALLIED DIESEL SERVICE, INC.	22-00748	various truck parts	126.25	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	22-01327	various parts for kubotas	69.56	0.00	B
LAWPRO	LAWSON PRODUCTS, INC.	22-01329	Various supplies	851.29	0.00	B
NORSWE	NORTHEAST SWEEPERS & RENTALS,	22-01610	exhaust wraps	429.06	0.00	
SERVIO05	SERVICE TIRE TRUCK CENTERS	22-01753	BLANKET PO FOR TIRES N.T.E.	616.80	0.00	B
SEAFOR	SEA BREEZE FORD INC.	22-01810	VARIOUS SUPPLIES AS NEEDED	324.00	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-01906	BLANKET PO FOR VARIOUS PARTS	1,473.86	0.00	B
PARSTE	PARK STEEL & IRON COMPANY	22-01951	WELDING SUPPLIES AS NEEDED	250.00	0.00	B
ACTIO005	ACTION YAMAHA	22-02032	Autoparts	595.92	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	22-02033	VARIOUS PARTS BLANKET	189.96	0.00	B
THEBRO	THE BROYHILL MANUFACTURING CO.	22-02037	REPAIRS TO HYDRAULIC LEAK	1,253.79	0.00	
LORCO	LORCO PETROLEUM SERVICES	22-02054	BL#1754913 PETROLEUM SERVICES	225.00	0.00	
THEHOS	THE HOSE SHOP, INC.	22-02056	AUTOPARTS BLANKET	95.71	0.00	B
SEAFOR	SEA BREEZE FORD INC.	22-02058	AUTOPARTS BLANKET	107.50	0.00	B
SERVIO05	SERVICE TIRE TRUCK CENTERS	22-02060	Q #125672-00 RAVO #28 TIRES	863.54	0.00	
SEACHE	SEACOAST CHEVROLET OLDS-	22-02094	#Q79467 PD CAR #38 FUEL LINE	67.89	0.00	
ACTIO005	ACTION YAMAHA	22-02130	AUTOPARTS TICKET #440784	42.99	0.00	
				7,779.72		
2-01-26-290-000-208	STREETS & ROAD Concrete					
SUFFREDI	SUFFOLK REDI-MIX	22-01105	READY MIX CONCRETE BLANKET PO	889.50	0.00	B
2-01-26-290-000-212	STREETS & ROAD Tools					
JOHGUI	JOHN GUIRE SUPPLY	22-01101	HS 82 T-30" Hedge Trimmer	589.99	0.00	
BARGS005	BARG'S LAWN & GARDEN SHOP	22-01808	28" Chainsaw chains	472.90	0.00	

Attachment: Bill List 8-10-22 (2022-353 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-26-290-000-212	STREETS & ROAD Tools		Continued			
AMAZ0005	AMAZON.COM SERVICES	22-02001	Trash Grabbers	399.40	0.00	
				<u>1,462.29</u>		
2-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
COSTCO	COSTCO WHOLESALE	22-02015	cold drinks Gatorade	275.76	0.00	
BURKE005	BURKE LANDSCAPING & IRRIGATION	22-02086	INVOICE #2056 7/15/22 SERVICES	321.83	0.00	
				<u>597.59</u>		
2-01-26-290-000-216	STREETS & ROAD Carpentry Supplies					
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	22-02073	2 x 10 x 16' treated	199.98	0.00	
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	22-02109	2x10x16' treated	199.98	0.00	
				<u>399.96</u>		
2-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
BYDES	BY DESIGN LANDSCAPES, INC.	22-01978	INV #46229 BACKFLOW TESTING	1,310.75	0.00	
PRESPE	PREVENTION SPECIALISTS, INC.	22-02059	INV #32538 TESTING 6/27/22	107.00	0.00	
CINCOR	CINTAS CORPORATION NO 2	22-02092	SUPPLIES & MONTHLY AGREEMENT	295.20	0.00	
CINCOR	CINTAS CORPORATION NO 2	22-02147	INV #5118193523 1ST AID KIT	70.48	0.00	
				<u>1,783.43</u>		
2-01-26-290-000-222	STREETS & ROAD Training					
RUTGOV	RUTGERS, THE STATE UNIV. OF NJ	22-02052	Operations Resource Mgt.	3,078.00	0.00	
2-01-26-290-000-235	STREETS & ROAD Shade Tree Commission					
NJGRAV	NEW JERSEY GRAVEL & SAND CO	22-02018	INV #138168 STONE DUST 6/24	27.20	0.00	
GRAING	GRAINGER, INC.	22-02118	hoses	188.48	0.00	
				<u>215.68</u>		
	Extd Total: STREETS & ROADS MAINTENANCE			16,266.17		
	Department Total: STREETS & ROAD			16,266.17		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
2-01-26-305-000-209	SOLID WASTE Fees					
COUCUR	MONMOUTH COUNTY TREASURER	22-01955	grit screening, bulk trash	3,765.68	0.00	
DELDEM	DELISA DEMOLITION, INC.	22-02041	#239503 & 239504 CONSTR DEBRIS	2,318.85	0.00	
DELDEM	DELISA DEMOLITION, INC.	22-02042	#239641 TRASH FEES 7/1 - 7/15	31,926.20	0.00	
DELDEM	DELISA DEMOLITION, INC.	22-02066	#239630 & 239629 CONSTR DEBRIS	761.60	0.00	
DELDEM	DELISA DEMOLITION, INC.	22-02089	INV#240904, 240905 & 240920	1,887.45	0.00	
				<u>40,659.78</u>		
2-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM	DELISA DEMOLITION, INC.	22-02053	#240534 AUGUST 2022	45,416.65	0.00	
	Extd Total: SOLID WASTE COLLECTION			86,076.43		
	Department Total: SOLID WASTE			86,076.43		

Attachment: Bill List 8-10-22 (2022-353 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: BUILDING & GND Extd: BUILDINGS & GROUNDS						
2-01-26-310-000-203 GRAING GRAINGER, INC.	BUILDING & GND Misc. Hardware	22-02023	FINANCE SINK	390.78	0.00	
2-01-26-310-000-218 TERPES THE TERMINIX INTERNATIONAL CO	BUILDING & GND Contract.Serv.	22-02076	PEST CONTROL CITY HALL, SPRING	382.00	0.00	
Extd Total: BUILDINGS & GROUNDS				772.78		
Department Total: BUILDING & GND				772.78		
CAFR Total:				103,115.38		
Department: SENIOR CENTER Extd: SENIOR CENTER						
2-01-27-350-000-202 OPTIMUM OPTIMUM	SENIOR CENTER Util. and Service Contr.	22-02120	#07866-196932-01-7 7/15 - 8/14	8.33	0.00	
Extd Total: SENIOR CENTER				8.33		
Department Total: SENIOR CENTER				8.33		
CAFR Total:				8.33		
Department: LIGHTING Extd: LIGHT,HEAT,POW						
2-01-31-435-435-299 NJNATU N.J. NATURAL GAS CO.	LIGHT, HEAT & POWER Misc.	22-02090	#14-3167-6036-16 6/14-7/18	1,944.01	0.00	
NJAMER N.J. AMERICAN WATER CO.		22-02116	#1018-210024806988 6/4 - 7/5	5,326.19	0.00	
NJNATU N.J. NATURAL GAS CO.		22-02117	#14-3167-6035-28 5/13 - 6/14	671.45	0.00	
				7,941.65		
Extd Total: LIGHT,HEAT,POW				7,941.65		
Extd: STREET/TRAFFIC						
2-01-31-435-436-299 JCPL JCPL	STREET&TRAFFIC LIGHTING Misc.	22-02085	#100 013 520 380 6/21-7/20	19,356.38	0.00	
JCPL JCPL		22-02151	#100 101 775 961 6/24-7/26	80.75	0.00	
				19,437.13		
Extd Total: STREET/TRAFFIC				19,437.13		
Department Total: LIGHTING				27,378.78		
Department: TELEPHONE Extd: TELEPHONE						
2-01-31-440-000-299 ATTLLC AT&T MOBILITY LLC	TELEPHONE Misc.	22-02083	#287284936037 6/12-7/11	965.12	0.00	
ATTLLC AT&T MOBILITY LLC		22-02088	#287284651437 6/12-7/11	3,051.32	0.00	
ATTLLC AT&T MOBILITY LLC		22-02113	#287315151017 6/22 - 7/11/22	278.01	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-31-440-000-299	TELEPHONE Misc.		Continued			
MONINT MONMOUTH INTERNET CORPORATION	22-02174 INVOICE 333625-M AUGUST 2022			<u>3,661.71</u>	0.00	
				7,956.16		
	Extd Total: TELEPHONE			7,956.16		
	Department Total: TELEPHONE			7,956.16		
	CAFR Total:			35,334.94		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
2-01-43-490-000-219	MUNIC COURT Judges Fees					
PETER010 PETERPAUL LAW, LLP	22-02050 INVOICE #0001 JUNE & JULY			1,000.00	0.00	
2-01-43-490-000-246	MUNIC COURT Postage					
GREFIN GREATAMERICA FINANCIAL SVCS.	22-02102 INVOICE #32078172 AUGUST 2022			145.00	0.00	
	Extd Total: MUNICIPAL COURT			1,145.00		
	Department Total: MUNIC COURT			1,145.00		
Department: PUBLIC DEFEND.						
Extd: PUBLIC DEFENDER						
2-01-43-495-000-021	Fees					
THELA010 THE LAW OFFICE OF MATTHEW SAGE	22-02172 public defender july 2022			3,000.00	0.00	
	Extd Total: PUBLIC DEFENDER			3,000.00		
	Department Total: PUBLIC DEFEND.			3,000.00		
	CAFR Total:			4,145.00		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
2-01-55-001-000-005	PILOT \$ DUE TO COUNTY					
TRECTY TREASURER CTY OF MONMOUTH	22-01996 2nd Quarter 2022 Pilots			60,784.46	0.00	
	Extd Total: TAXES PAYABLE:			60,784.46		
	Department Total: TAXES PAYABLE:			60,784.46		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			60,784.46		
	Fund Total: CURRENT			777,672.11		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
2-05-55-502-000-208	BEACH UTILITY O/E: Office Expense					
WBMASON W.B.MASON CO., INC.	22-01417 Office Supplies - BEACH DEPT			1,286.56	0.00	
2-05-55-502-000-209	BEACH UTILITY O/E: Custodial Supplies					
GRAING GRAINGER, INC.	22-02028 Toilet Paper Dispensers			273.60	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-05-55-502-000-211 JCPL JCPL	BEACH UTILITY O/E: Light & Power	22-02085	#100 013 520 380 6/21-7/20	231.58	0.00	
2-05-55-502-000-212 GRAING GRAINGER, INC.	BEACH UTILITY O/E: Misc. Hardware	22-01691	BEACH MISC ITEMS NEEDED	128.36	0.00	B
GRAING GRAINGER, INC.		22-02124	Maint. Stock	945.16	0.00	
				<u>1,073.52</u>		
2-05-55-502-000-214 LIFUSA LIFEFORCE USA, INC.	BEACH UTILITY O/E: Lifeguard Supplies	22-01693	60 EMR & 60 BLS certificates	1,132.80	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			3,998.06		
	Department Total: UTILITY OE			3,998.06		
	CAFR Total:			3,998.06		
	Fund Total: BEACH			3,998.06		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
2-06-55-502-000-202 KEPSPR KEPWEL SPRING WATER	TRANS.UTILITY O/E: Office Supplies	22-02173	ACCT #117290 JULY 2022	19.50	0.00	
2-06-55-502-000-207 OPTIMUM OPTIMUM	TRANS.UTILITY O/E: Internet	22-02096	07866-196915-01-3 7/13-8/14/22	140.60	0.00	
2-06-55-502-000-210 GLESUP GLENCO SUPPLY INC.	TRANS.UTILITY O/E: Signs	22-01696	City Hall Lot Signage	800.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		22-01850	Pop Up Bike Lane Signage	137.50	0.00	
				<u>937.50</u>		
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			1,097.60		
	Department Total: UTILITY OE			1,097.60		
	CAFR Total:			1,097.60		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			1,097.60		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
2-07-55-502-000-202 JEMIND JEM INDUSTRIAL SERVICES, INC.	SEWER UTILITY O/E: Hardware/Tools	22-01967	Degreaser, Gloves, Consumables	1,466.36	0.00	
2-07-55-502-000-205 BRWELD BR WELDING, INC.	SEWER UTILITY O/E: Repairs	22-01703	RBC Bearing Replacement	3,857.00	0.00	
SECWOR SECURITY WORLD INC.		22-01713	New Fire Panel to Fire Code	3,400.00	0.00	
RAPPUM RAPID PUMP & METER SERVICE		22-02080	#RSRI64802 7/7/22 RBC BLOWER	512.50	0.00	
BRWELD BR WELDING, INC.		22-02112	INV #14952 RBC REPLACEMENT	5,280.00	0.00	
				<u>13,049.50</u>		
2-07-55-502-000-211 NJNATU N.J. NATURAL GAS CO.	SEWER UTILITY O/E: Light & Power	22-02090	#14-3167-6036-16 6/14-7/18	1,525.13	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
SECWOR SECURITY WORLD INC.	22-02013 FIRE ALARM REPAIRS AT WWTP			6,800.00	0.00	
CERID005 CERIDA INVESTMENT CORP.	22-02079 INV #127-17607 JULY 2022			172.20	0.00	
KEPSPR KEPWEL SPRING WATER	22-02173 ACCT #117290 JULY 2022			98.00	0.00	
				<u>7,070.20</u>		
2-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL PASSAIC VALLEY SEWERAGE COM.	22-01927 INVOICE #520669 JUNE 2022			16,660.00	0.00	
2-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
UNIVAR UNIVAR SOLUTIONS USA, INC.	22-02078 INVOICE #50416750 JULY 2022			4,311.75	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			44,082.94		
	Department Total: UTILITY OE			44,082.94		
2-07-55-599-001-299	SEWER REFUNDS - P/Y					
135 LIZ 135 ELIZABETH LLC	22-01974 SEWER REFUND 10459500-2			1,280.00	0.00	
	Extd Total:			1,280.00		
	Department Total:			1,280.00		
	CAFR Total:			45,362.94		
	Fund Total: SEWER UTILITY: BUDGET:			45,362.94		
	Year Total:			828,130.71		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-014	Admin general plant					
TANNOR TANNER NORTH JERSEY, LLC	22-01739 10 Stacking Chairs Q#2022-0393			3,955.50	0.00	
	Extd Total: Ord. 2018-4 Var. Capital Improvements			3,955.50		
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001	Section 20 Costs					
SHOPOI SHORE POINT ARCHITECTURE, PA	21-01208 ENGINEERING SERVICES NEW FIRE			37,184.80	0.00	B
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			37,184.80		
	Department Total:			41,140.30		
	CAFR Total:			41,140.30		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			41,140.30		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038)					
ARCHGR ARCHER & GREINER, P.C.	22-02084 Invoice CIT061-00401			1,374.60	0.00	
	Extd Total: Sewer Plant Improvements - Ord. #3038			1,374.60		
	Department Total:			1,374.60		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. 2018-7 Sewer Utility Improvements					
C-08-55-528-018-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	22-02084	Invoice CIT061-00401	39.86	0.00	
C-08-55-528-018-002	Sewer Utility Improvements					
BRWELD	BR WELDING, INC.	21-02859	MEDIA REMOVAL & DELIVERY	6,793.82	0.00	B
	Extd Total: Ord. 2018-7 Sewer Utility Improvements			6,833.68		
Extd:	Ord. 2018-49 Var. Sewer Utility Impr.					
C-08-55-528-020-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	22-02084	Invoice CIT061-00401	48.11	0.00	
C-08-55-528-020-002	Sewer Utility Improvements					
BRWELD	BR WELDING, INC.	21-02859	MEDIA REMOVAL & DELIVERY	101,551.65	0.00	B
	Extd Total: Ord. 2018-49 Var. Sewer Utility Impr.			101,599.76		
	Department Total:			108,433.44		
	CAFR Total:			109,808.04		
	Fund Total: SEWER CAPITAL FUND BUDGET:			109,808.04		
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					
ARCHGR	ARCHER & GREINER, P.C.	22-02084	Invoice CIT061-00401	2,391.77	0.00	
	Extd Total: Ord. 2020-8 Memorial Drive Paving			2,391.77		
	Department Total: Ord. 2020-8 Memorial Drive Paving			2,391.77		
Department:	Ord. 2020-24 Bond Street Improvements					
Extd:	Ord. 2020-24 Bond Street Improvements					
C-09-17-907-000-901	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	22-02084	Invoice CIT061-00401	1,063.01	0.00	
C-09-17-907-000-903	Bond Street Improvements					
LUCBRO	LUCAS BROTHERS, INC.	21-03115	BOND STREET IMPROVEMENTS GRANT	32,063.88	0.00	B
	Extd Total: Ord. 2020-24 Bond Street Improvements			33,126.89		
	Department Total: Ord. 2020-24 Bond Street Improvements			33,126.89		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Ord. 2021-37 Var. Transportation Impr. Extd: Ord. 2021-37 Var. Transportation Impr.						
C-09-17-908-000-901	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	22-02084	Invoice CIT061-00401	1,200.00	0.00	
	Extd Total: Ord. 2021-37 Var. Transportation Impr.			1,200.00		
	Department Total: Ord. 2021-37 Var. Transportation Impr.			1,200.00		
	CAFR Total:			36,718.66		
	Fund Total: PARKING CAPITAL			36,718.66		
	Year Total:			187,667.00		
Fund: GRANT FUND BUDGET:						
G-02-43-871-015-209	MONMOUTH CONSERVATORY - SPRINGWOOD PARK					
WHRCN	WHIRL CONSTRUCTION	22-01762	Patch Repair Springwood Park	900.00	0.00	
	Extd Total:			900.00		
G-02-43-871-016-218	Brownfields Petroleum Assessment					
BRORED	BROWNFIELD REDEVELOPMENT	22-02119	Drawdown 60 Hazardous Assmt.	750.00	0.00	
	Extd Total:			750.00		
	Department Total:			1,650.00		
G-02-43-873-017-200	Brownfields Assessment Grant					
BRORED	BROWNFIELD REDEVELOPMENT	22-02027	Drawdown 59 Hazardous assmt.	8,102.37	0.00	
BRORED	BROWNFIELD REDEVELOPMENT	22-02119	Drawdown 60 Hazardous Assmt.	1,677.50	0.00	
				9,779.87		
	Extd Total:			9,779.87		
	Department Total:			9,779.87		
G-02-43-883-017-200	NJ DOT Transportation Alternatives					
FREPAR	FRENCH & PARRELLO, PA	22-01962	INV #133382 SERVICES RENDERED	1,451.11	0.00	
	Extd Total:			1,451.11		
	Department Total:			1,451.11		
Department: CAP. IMP. FUND						
G-02-43-901-018-200	Clean Communities Grant 2018					
YESGRA	YES GRAPHIC	22-01998	DPW Staff T-shirts	249.77	0.00	
	Extd Total:			249.77		
	Department Total: CAP. IMP. FUND			249.77		
G-02-43-922-019-200	Clean Communities Grant					
YESGRA	YES GRAPHIC	22-01998	DPW Staff T-shirts	157.34	0.00	
	Extd Total:			157.34		
	Department Total:			157.34		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-950-021-200 YESGRA YES GRAPHIC	Clean Communities Grant	22-01998	DPW Staff T-shirts	394.39	0.00	
	Extd Total:			394.39		
	Department Total:			394.39		
	CAFR Total:			13,682.48		
	Fund Total: GRANT FUND BUDGET:			13,682.48		
	Year Total:			13,682.48		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2021 CDBG B21MC340100 CFDA 14.218					
T-17-80-850-850-001	2021 Administration					
ASBPAK ASBURY PARK PRESS		22-02110	#0005319476 PUBLIC NOTICE 7/1	84.28	0.00	
THECOA THE NEW COASTER, LLC		22-02111	INV #58976 BACK TO SCHOOL 7/21	200.00	0.00	
				284.28		
	Extd Total: 2021 CDBG B21MC340100 CFDA 14.218			284.28		
	Department Total:			284.28		
	CAFR Total:			284.28		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			284.28		
Fund:	TRUST OTHER					
T-20-56-850-878-801	Reserve for Recreation					
HOTSAN HOT SAND AP, LLC		22-01617	summer camp BLANKET NTE	2,000.00	0.00	
WBMASON W.B.MASON CO., INC.		22-02072	SANITIZER, WATER, GATORADE	689.56	0.00	
SHORIT SAKER SHOPRITE, INC.		22-02154	Gifts for Book Bag Event	1,575.00	0.00	
				4,264.56		
	Extd Total:			4,264.56		
T-20-56-850-930-301	Reserve for Police Community Relations					
COSTCO COSTCO WHOLESALE		22-01229	Supplies Lead Program snacks	103.31	0.00	
	Extd Total:			103.31		
T-20-56-850-933-301	Reserve for National Night Out					
CRAPRI CRAFTMASTER PRINTING, INC.		22-02030	Fliers/Sign-National Night Out	494.50	0.00	
SHORIT SAKER SHOPRITE, INC.		22-02126	Supplies/Gifts for NNO Event	958.55	0.00	
TRILIF TRIUMPHANT LIFE CHURCH		22-02134	DJ Services for NNO	300.00	0.00	
				1,753.05		
	Extd Total:			1,753.05		
	Department Total:			6,120.92		
	CAFR Total:			6,120.92		
	Fund Total: TRUST OTHER			6,120.92		

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CITY OF ASBURY PARK
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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-358-000-299	ISTAR-SUMMER EXP(216 COOKMAN)(ISTAR FIN)					
CLACAN	CLARKE CATON HINTZ PC	22-02017	cch PB/ZB inv mar-apr 2022	3,712.85	0.00	
	Extd Total:			3,712.85		
	Department Total:			3,712.85		
T-21-00-496-000-299	316 MAIN STREET(316 MAIN AVENUE, LLC)					
CLACAN	CLARKE CATON HINTZ PC	22-02017	cch PB/ZB inv mar-apr 2022	334.00	0.00	
	Extd Total:			334.00		
	Department Total:			334.00		
T-21-00-518-000-299	AP TRIANGLE-INSPECTION(ASBURY PRT/iStar)					
CLACAN	CLARKE CATON HINTZ PC	22-02017	cch PB/ZB inv mar-apr 2022	217.50	0.00	
	Extd Total:			217.50		
	Department Total:			217.50		
T-21-00-538-000-299	1411 MEMORIAL DR(THOMAS CALTABILOTA,LLC)					
CLACAN	CLARKE CATON HINTZ PC	22-02017	cch PB/ZB inv mar-apr 2022	3,701.90	0.00	
	Extd Total:			3,701.90		
	Department Total:			3,701.90		
T-21-00-549-000-299	929 ASBURY/1000 1ST(PARTNER PROP.,LLC)					
CLACAN	CLARKE CATON HINTZ PC	22-02017	cch PB/ZB inv mar-apr 2022	1,026.70	0.00	
	Extd Total:			1,026.70		
	Department Total:			1,026.70		
T-21-00-550-000-299	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP)					
CLACAN	CLARKE CATON HINTZ PC	22-02017	cch PB/ZB inv mar-apr 2022	160.00	0.00	
	Extd Total:			160.00		
	Department Total:			160.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			9,152.95		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			9,152.95		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-833	1201 MEMORIAL(DOUGLAS DEVELOPMENT CORP)					
ARCHGR	ARCHER & GREINER, P.C.	22-02177	Invoice 4259816 1201 Memorial	425.00	0.00	
T-48-56-850-000-839	45 BORDEN AVE.(VETERAN REL.PROJECT,LLC)					
ARCHGR	ARCHER & GREINER, P.C.	22-02178	Invoice 4259817 45 Borden	2,957.50	0.00	

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Purchase Order Listing By Budget Account

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor						
T-48-56-850-000-842	iSTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	22-02166	Invoice 485911 Block 4001	19.50	0.00	
	Extd Total:			3,402.00		
	Department Total:			3,402.00		
	CAFR Total:			3,402.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			3,402.00		
	Year Total:			18,960.15		
Total Charged Lines:	278	Total List Amount:	1,048,920.96	Total Void Amount:	0.00	

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	1-01	480.62	0.00	0.00	480.62
CURRENT	2-01	777,672.11	0.00	0.00	777,672.11
BEACH	2-05	3,998.06	0.00	0.00	3,998.06
TRANSPORTATION UTILITY: BUDGET:	2-06	1,097.60	0.00	0.00	1,097.60
SEWER UTILITY: BUDGET:	2-07	45,362.94	0.00	0.00	45,362.94
Year Total:		828,130.71	0.00	0.00	828,130.71
GENERAL CAPITAL FUND BUDGET:	C-04	41,140.30	0.00	0.00	41,140.30
SEWER CAPITAL FUND BUDGET:	C-08	109,808.04	0.00	0.00	109,808.04
PARKING CAPITAL	C-09	36,718.66	0.00	0.00	36,718.66
Year Total:		187,667.00	0.00	0.00	187,667.00
GRANT FUND BUDGET:	G-02	13,682.48	0.00	0.00	13,682.48
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	284.28	0.00	0.00	284.28
TRUST OTHER	T-20	6,120.92	0.00	0.00	6,120.92
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	9,152.95	0.00	0.00	9,152.95
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	3,402.00	0.00	0.00	3,402.00
Year Total:		18,960.15	0.00	0.00	18,960.15
Total Of All Funds:		1,048,920.96	0.00	0.00	1,048,920.96

August 10, 2022 Council Meeting

Balance Brought Forward from Total List Amount	\$ 1,048,920.96
CMRS-FP (Postage)	\$ 3,000.00
Total:	<u><u>\$ 1,051,920.96</u></u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 10, 2022
RESOLUTION SUMMARY

2022-343

To permit a garage style door and marquee interchangeable letter sign for Langosta Lounge



RESOLUTION NO. 2022-343

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

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK,
ACTING AS THE WATERFRONT REDEVELOPMENT ENTITY, GRANTING
CONCEPTUAL APPROVAL TO MADISON ASBURY RETAIL LLC, FOR
MODIFICATIONS TO THE FAÇADE OF THE THIRD AVENUE PAVILLION, 1000
OCEAN AVENUE PARCEL IN BLOCK 4502, LOT 1.10 AND REFERRING THE
MATTER TO THE PLANNING BOARD FOR APPROPRIATE APPROVALS.**

WHEREAS, Madison Asbury Retail, LLC (the “Applicant”) under the name Third Avenue Pavilion LLC is the owner of Tax Block 4502, Lot 1.10 (the “Property”), commonly known as the Third Avenue Pavillion in the City of Asbury Park (the “City”), which property is located in the Waterfront Redevelopment Area Zone; and

WHEREAS, on June 5, 2002 the City Council adopted Ordinance No. 2607 adopting the Amended Waterfront Redevelopment Plan for the City of Asbury Park (the “Plan”) which provides for the redevelopment of certain properties situated in the Waterfront Redevelopment Area (the “Area”); and

WHEREAS, in furtherance of the Plan, the City and Asbury Partners, L.L.C. (“Partners”), a limited liability company formed under the laws of the State of New Jersey with offices located at 1100 Ocean Avenue, Asbury Park, New Jersey 07712, entered into the Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002 (as amended to date and as may hereafter be amended, the “Redeveloper Agreement”) pursuant to which Partners was appointed “Master Developer” for the Area; and

WHEREAS, pursuant to the Redeveloper Agreement, in order to implement the development, financing, construction, operation and management of certain areas in the Area, the City entered into a Subsequent Developer Agreement dated June 1, 2010 (the “Subsequent Developer Agreement”) with Partners and Madison Asbury Retail, LLC, with principal offices located at 1100 Ocean Avenue, Asbury Park, New Jersey 07712 (“MA Retail”); and

WHEREAS, MA Retail wishes to make modifications to the façade of the Third Avenue Pavillion; and

WHEREAS, the applicant made application to the City's Technical Review Committee (TRC) because the modifications do not comply with the design guidelines of the redevelopment plan for the garage style door for the restaurant and for the additional sign and its form; and

WHEREAS, on July 12, 2022, the applicant presented the modifications to the TRC which include adding a garage door to the western façade and to include a marquee style sign with changeable letters (Exhibit A; and

WHEREAS, the TRC reviewed the proposed improvements and recommends in its memo dated July 20, 2022 (Exhibit B) the following:

That the external bulb lights be removed from sign face and the sign will be internally lit. The sign will be no more than 21 feet in area with the letters no more than four inches in height; and

WHEREAS, the Mayor and City Council, acting as the City's Redevelopment Entity, wish to set forth their conceptual review of MA Retail's Proposal, with the recommended conditions of the TRC.

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

1. The recitals are incorporated herein by reference.
2. The Mayor and Council find that the Proposal is generally consistent with the Plan which regulates the exterior appearance of the Third Avenue Pavillion and refers this proposal to the Planning Board for appropriate review and approvals in accordance with the provisions of the Plan and the Municipal Land Use Law.
3. The Mayor and Council endorse the recommendations of the TRC, set forth, and recommend the Planning Board require MA Retail to revise their Proposal accordingly to remove the external bulb lights from the sign face and the sign will be internally lit. The sign will be no more than 21 feet in area with the letters no more than four inches in height.
4. This Resolution shall take effect immediately.
5. A copy of this resolution shall be forwarded to the Planning Board Secretary.

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

RESOLUTION NO. 2022-343 which was finally adopted by the City Council at a meeting held on the 10th day of August, 2022

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

LISA ESPOSITO
DEPUTY CITY CLERK

EXHIBIT B

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

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



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

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

Technical Review Committee

To: Municipal Council

From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment on behalf of the Technical Review Committee

CC: Joseph Maraziti, Redevelopment Counsel
George McGill, Counsel for Developer

Date: July 20, 2022

Re: TRC REVIEW
Block 4502, Lot 1.10
1000 Ocean Avenue- Third Avenue Pavillion
Madison Asbury Retail

The TRC met on July 12, 2022 and was attended by Michele Alonso, Cassandra Dickerson, Barbara Kryzak, Yvonne Clayton, Keenan Hughes representing Istar, Jason Fichter of Insite Engineering, and Michael Nelson of CCH.

The property owner of 1000 Ocean Avenue- third Avenue Pavillion has made application on behalf of the tenant Langosta Lounge to install a “garage door” in the western façade (street facing) and a “marquee” sign with interchangeable letters. The sign will be back lit. The sign is 3.5 feet wide and 6 feet in length. It is 21 feet in total area. The interchangeable letters will be four inches in height with three rows of letters. The sign will be internally lit.

The garage door does not comply with the design guidelines of the Waterfront Redevelopment Plan.

However, the façade already has two “garage doors.” They are not garage doors for car use, but for restaurant uses to mimic open air dining. The TRC did not find it objectionable and did not detract from the plan.

Doors (including garage doors) shall be painted wood or composite wood

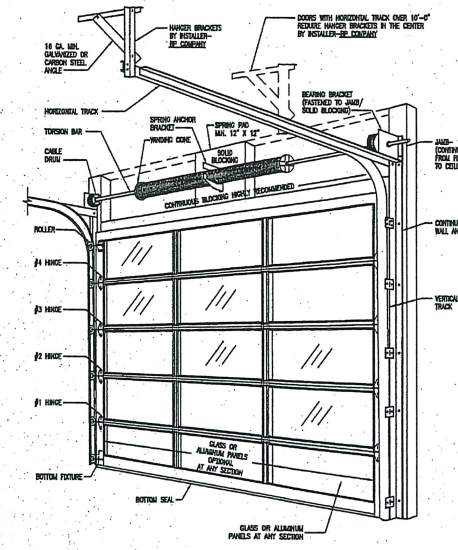
The sign does not comply with the design guidelines of the Waterfront Redevelopment Plan.

Each building may have a single sign band 60 percent of the width of the building frontage, with a height not to exceed 3 feet. The sign shall be integrally designed with the building or the associated storefronts in material and paint color. The sign band may only be externally lit.

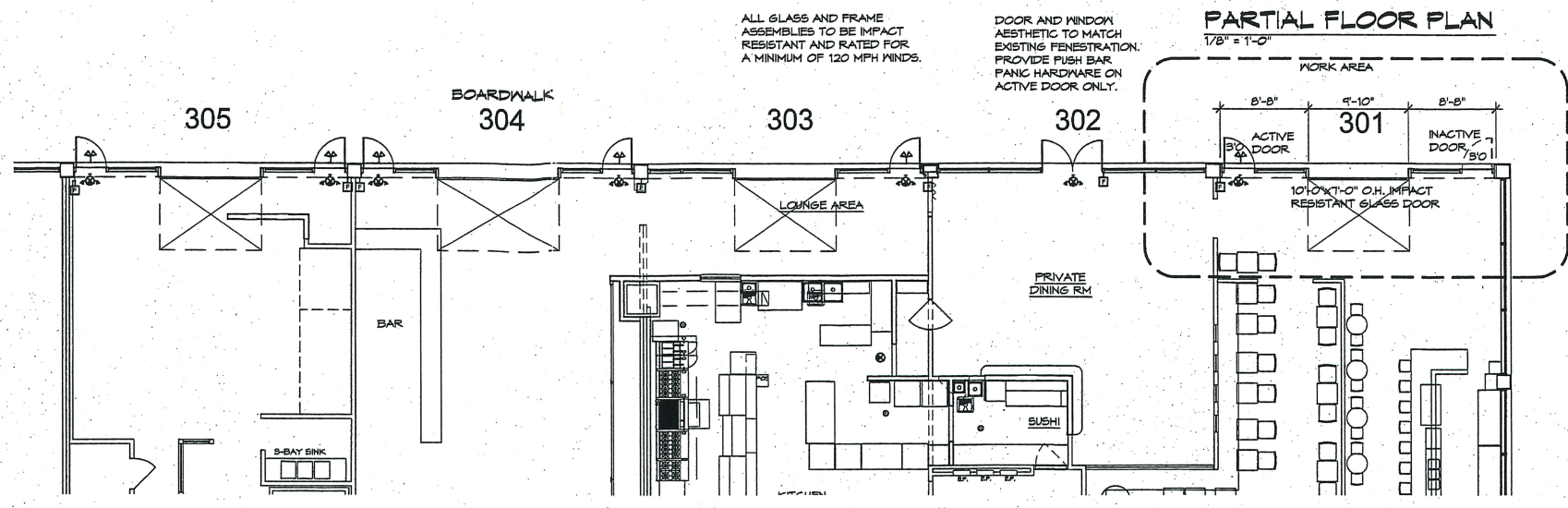
The marquee sign is not objectionable as it is similar to that of the Wonderbar with the removal of the external light bulbs.

TRC recommendations

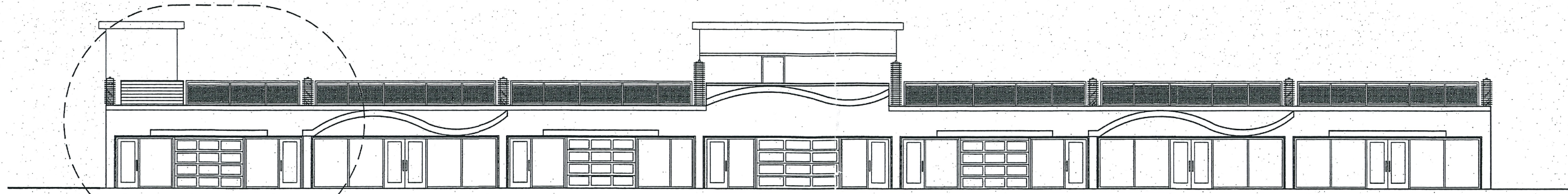
To approve the application and recommend it the governing body with the exception that the external bulb lights be removed from sign face and the sign will be internally lit. The sign will be no more than 21 feet in area with the letters no more than four inches in height.



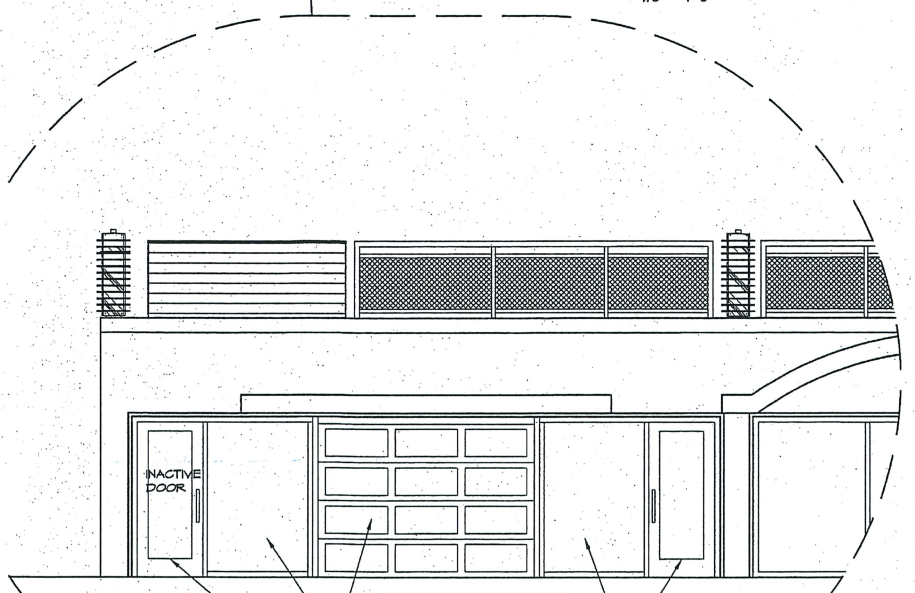
A-1 SECTIONAL DOOR DIAGRAM



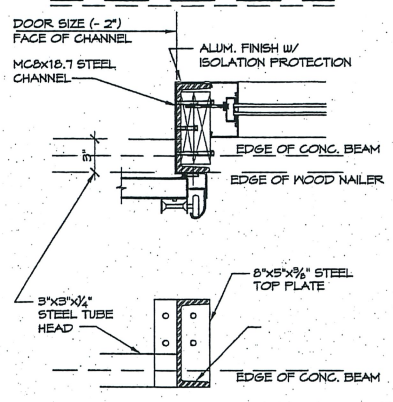
PARTIAL FLOOR PLAN
1/8" = 1'-0"



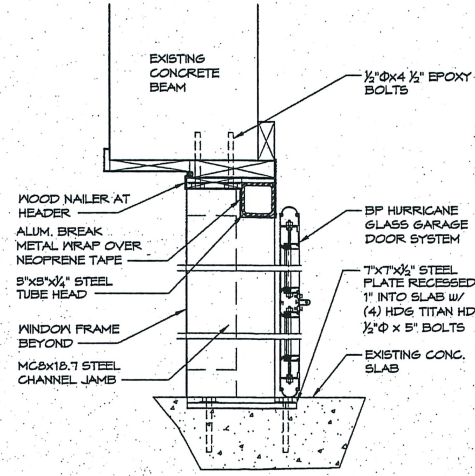
PROPOSED EAST ELEVATION
1/8" = 1'-0"



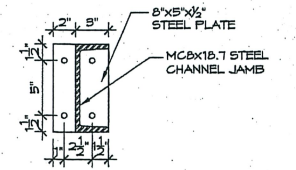
EAST ELEVATION DETAIL
1/4" = 1'-0"



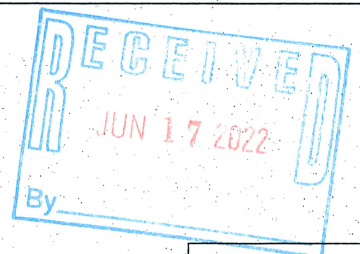
3 SECTIONAL DOOR JAMB DETAILS
A-1 1-1/2" = 1'-0"



2 SECTIONAL DOOR HEAD DETAIL
A-1 1-1/2" = 1'-0"



1 BASE PLATE DETAIL
A-1 1-1/2" = 1'-0"



APPROVALS
SECRETARY - PLANNING BOARD
CHAIRPERSON - PLANNING BOARD
ENGINEER

ALTERATIONS TO THE 3RD AVENUE PAVILION FOR:
MADISON MARQUETTE

1000 N. OCEAN AVENUE
ASBURY PARK, NEW JERSEY

EAST ELEVATION AND GARAGE DOOR DETAILS

CONCL. No. • 22.019
DWN BY • AE CHK BY • AE
REVISED •

DATE • 5 / 27 / 22
JOB No. • Zoning

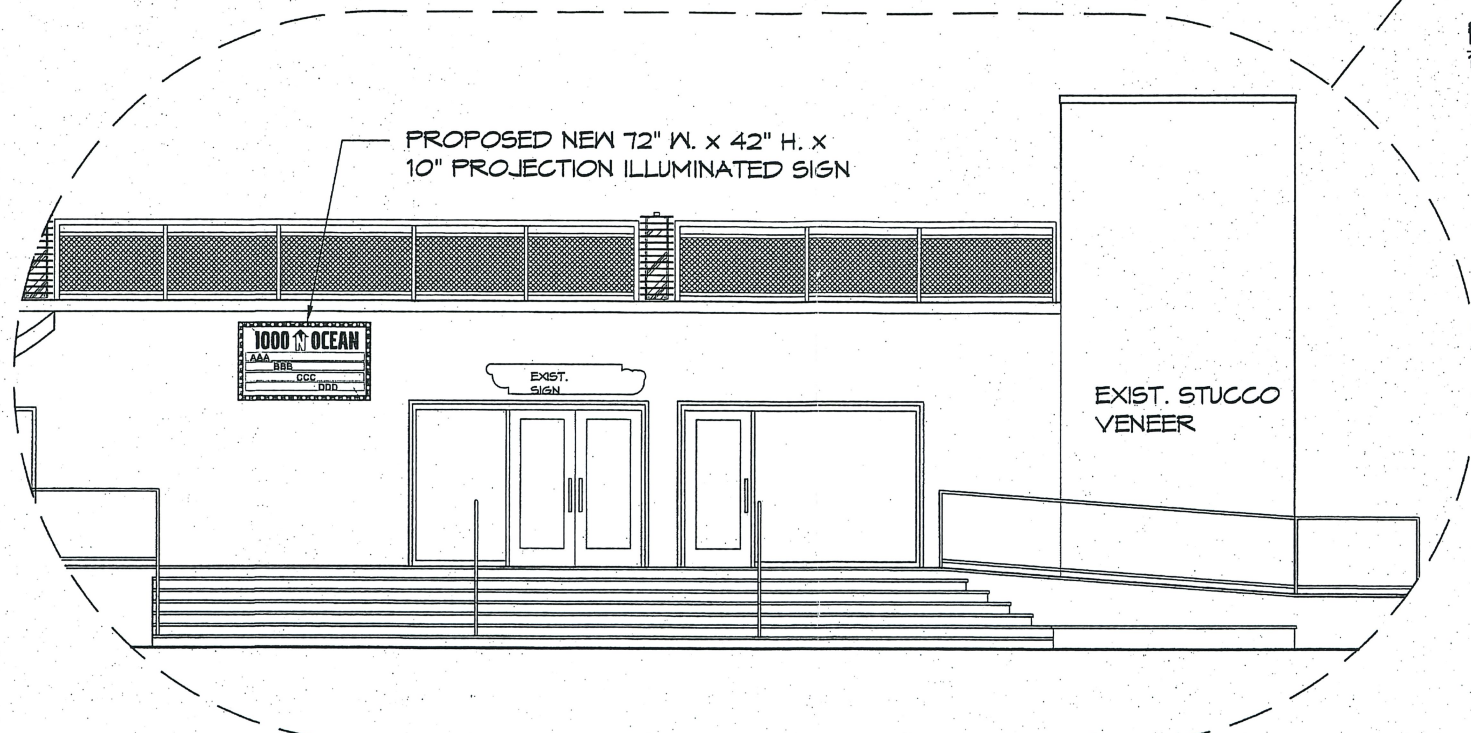
A-1

PASSMAN ERCOLINO
Architects P.C.

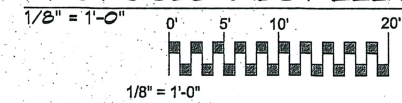
Donald J. Passman, AIA
N.J. RA Lic. No. 00897
NY RA Lic. No. 027792-1
NJ RA Lic. No. 5432
N.C.A.R.B. Cert. No. 35616

Anthony J. Recolino
N.J. RA Lic. No. 12129
N.C.A.R.B. Cert. No. 4

1390 Alaire Avenue, Ocean, New Jersey 07712 Ph. 732-531-6700 Fax. 732-531-6700

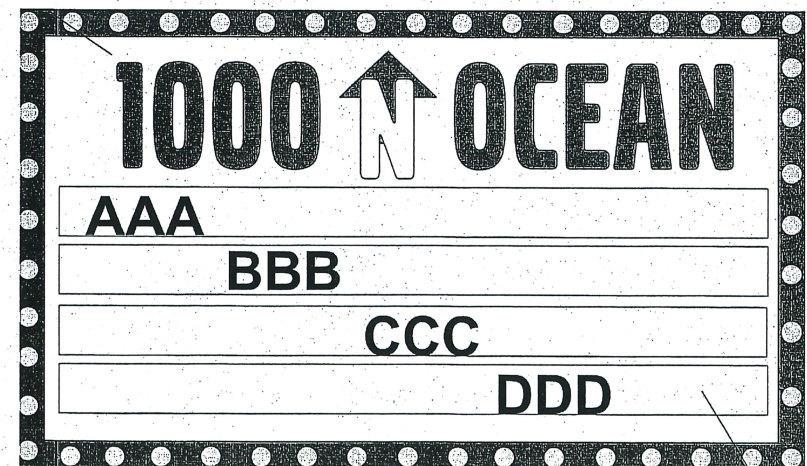
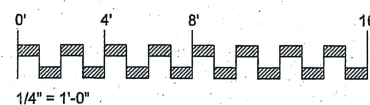


PROPOSED WEST ELEVATION



WEST ELEVATION DETAIL

1/4" = 1'-0"



1 SIGN DETAIL
A-2 1-1/2" = 1'-0"

ALTERATIONS TO THE 3RD AVENUE PAVILION FOR:
MADISON MARQUETTE

1000 N. OCEAN AVENUE
ASBURY PARK, NEW JERSEY

WEST ELEVATION AND SIGN DETAIL

COMM. No. • 22.019

DWN BY • AE CHK BY • AE

REVISIO •

DATE • 5 / 27 / 22

JOB No. • Zoning

A-2

PASSMAN ERCOLINO
Architects P.C.

Donald J. Passman, AIA
N.J. Reg. No. 00897
P.E. Reg. No. 00227-7-1
Jill R. Ercolino, AIA
N.J. Reg. No. 6432
N.C.A.A.R. Cert. No. 33616

1320 Allaire Avenue, Ocean, New Jersey 07712 Ph. 732-581-8709 Fax. 732-581-8706



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 10, 2022
RESOLUTION SUMMARY

2022-354

Resolution awarding a contract with Taylor Fence Company for new fencing at Springwood Park (behind the band shell) totaling \$9,650.00 utilizing Grant Funds.



RESOLUTION NO. 2022-354

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

RESOLUTION AWARDING A CONTRACT TO TAYLOR FENCE COMPANY FOR NEW FENCING AT SPRINGWOOD PARK

WHEREAS, the City has a need for the installation of new fencing at Springwood Park;
and

WHEREAS, the City has solicited quotes from Taylor Fence Company, Inc. and Fencing by Dente, Inc.; and

WHEREAS, the City of Asbury Park is desirous of authorizing the City Manager to execute a contract for Taylor Fence Company, Inc. in the amount of \$9,650.00 for the installation of new fencing at Springwood Park; 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 accounts G-02-43-871-015-209 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizing the City Manager to execute a contract to Taylor Fence Company, Inc. in the amount of \$9,650.00.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-354 which was finally adopted by the City Council at a meeting held on the 10th day of August, 2022

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



Lisa Esposito 8/11/2022

LISA ESPOSITO
DEPUTY CITY CLERK

TAYLOR FENCE COMPANY, INC

P O Box 126

Red Bank, NJ 07701

(732) 938-4355, 747-5498, 254-2820

FAX (732) 938-5671 taylorfencenj.com

CITY OF ASBURY PARK (Cust.No:N22179)

1 MUNICIPAL PLAZA

ASBURY PARK, NJ 07712 / 732-775-2100



Proposal/Contract **3.D.4.a**

Print Date: 07/19/22

Proposal Date: 07/18

Salesperson:

Qty	Item Description	P
	ATTENTION: ROBERT JOB SITE: SPRINGWOOD PARK	
	INSTALLATION OF APPROXIMATELY 50' OF 6' HIGH BLACK DECORATIVE STEEL FENCE WITH THREE SINGLE SWING GATES.	\$9,650
	INSTALLATION OF 6' HIGH ALL BLACK CHAIN LINK FENCE WITH THREE SINGLE SWING GATES	\$6,370

Terms of contract: 1/3 deposit, 1/3 on start, 1/3 on completion

- 1) All special "Conditions" must be included in this contract. No representations, warranties, understandings, terms or agreements are valid unless they are included in this contract.
- 2) Customer is responsible for adhering to all applicable governmental rules and regulations. Customer must obtain all permits. Customer must determine location of fence lines. Taylor Fence Company, Inc. (hereafter "Company") cannot be held liable for incorrect line location. Customer must be home at start of work. Customer is responsible for clearing of fence lines prior to installation.
- 3) Customer must specify if the fence is to follow the ground contour or to be level on top. Company cannot be held responsible for any filling, leveling or landscaping of customer's property.
- 4) This contract does not include removal or disposal of existing fence or debris unless specifically stated. Company assumes no responsibility for damage to vegetation, underground wires, pipes, sprinklers, etc.
- 5) Company is not responsible for wind and weather damage, acts of God, or other causes beyond Company's control.
- 6) Where it is necessary to break concrete or asphalt, customer grants Company permission to do so and waives all claims for cracks and damages, which may occur.
- 7) All wood fencing is sold "as is." It is available for inspection at Company's yard location. Cracking, warping or discoloration are all inherent characteristics of wood for which Company holds no responsibility.
- 8) Should customer fail to make the required payments, Company has the right to cease all work. All materials remain property of Company until this contract is paid for in full.
- 9) An interest rate of 1.5% per month (18% annually) will be charged on all past due accounts.
- 10) Installation schedule: 3 to 6 weeks approximately (may extend to 12 weeks during Company's peak business season).
- 11) If this contract is cancelled by customer, Company will refund all payments made by customer (minus 25% the down payment). Refunds will be made within 30 days of cancellation.

FENCES BY DENTE, INC.

108 DRUMMOND AVE.
P. O. BOX 906
NEPTUNE, NJ 07754



Ph: 732-775-3737 Fax: 732-776-9389

6 or 12 MONTHS - 0% INTEREST
Financing available to qualified customers
on all Installation Contracts. Monthly payments required.
Financing through Mariner Finance.

CITY OF ASBURY PARK
COMMUNITY DEVELOPMENT DEPT.
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

Estimate

Date	Estimate #
7/21/2022	7704

Job Site	Rep	P.O. No.	Terms
SPRINGWOOD PARK ASBURY PARK, NJ	EJD		NET 30
Description	Qty	Rate	Total
SUPPLY AND INSTALL 6FT HIGH IRONWORLD COMMERCIAL STEEL FENCING IN BLACK ABERDEEN STYLE. THE FENCING WILL HAVE 3/4" THICK PICKETS, THREE HORIZONTAL RAILS, AND 2" SQUARE POSTS.	1	21,278.00	21,278.00
SUPPLY AND INSTALL ONE 4FT WIDE WALK GATE AND ONE 6FT WIDE WALK GATE. EACH GATE WILL BE STRAIGHT TOP AND WILL HAVE TWO HEAVY WALL 2-1/2" SQUARE POSTS, SPRING HINGES, AND FULCRUM LATCH.			
TOTAL COST: \$21,278.00			
ALL FENCE LINES WILL BE AS DISCUSSED AND A DRAWING WITH FOOTAGE WILL BE SUPPLIED UPON SIGNING OF CONTRACT. THE CUSTOMER MUST SUPPLY A COPY OF THE PROPERTY SURVEY PRIOR TO INSTALLATION.			
MATERIAL IS SPECIAL ORDER AND AN AUTHORIZED PURCHASE ORDER IS REQUIRED. PLEASE ALLOW AT LEAST 4-6 WEEKS TO OBTAIN ALL MATERIAL. WE CAN PROCEED WITH INSTALL WITHIN 1-2 WEEKS AFTER RECEIVING ALL MATERIAL, WEATHER PERMITTING.			
CUSTOMER TO OBTAIN ANY PERMITS. DUE TO THE CURRENT VOLATILE MARKET, ANY MATERIAL PRICE INCREASES FROM THE MANUFACTURER WILL BE PASSED ON TO THE CUSTOMER. WE			
NJ CONTRACTOR REG. #13VH00629700	Sales Tax (7.0%)		
ALL PRICES ARE VALID FOR THIRTY DAYS. ESTIMATE IS BASED ON A FLAT & ACCESSIBLE SITE, NO JACK HAMMERING, CUTTING OR CLEARING OF TREES OR VEGETATION. PRICES DO NOT INCLUDE THE REMOVAL OF SOIL FROM DIGGING THE POST HOLES. THE SOIL CAN BE DISPERSED AROUND THE PROPERTY AT NO CHARGE OR ADD \$15.00 PER POST HOLE FOR REMOVAL.			Total
E-mail	Website		
info@fencesbydente.com	Website: www.fencesbydente.com		

Attachment: QUOTES FOR FENCING AT SPRINGWOOD PARK (2022-354 : Awarding of a contract to Taylor Fence Company for new fencing at

FENCES BY DENTE, INC.

108 DRUMMOND AVE.
P. O. BOX 906
NEPTUNE, NJ 07754

Ph: 732-775-3737 Fax: 732-776-9389



6 or 12 MONTHS - 0% INTEREST
Financing available to qualified customers
on all Installation Contracts. Monthly payments required.
Financing through Mariner Finance.

CITY OF ASBURY PARK
COMMUNITY DEVELOPMENT DEPT.
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

Estimate

Date	Estimate #
7/21/2022	7704

Job Site	Rep	P.O. No.	Terms
SPRINGWOOD PARK ASBURY PARK, NJ	EJD		NET 30
Description	Qty	Rate	Total
ARE UNABLE TO HOLD PRICING. PLEASE CONTACT MY OFFICE WITH ANY FURTHER QUESTIONS. THANK YOU, GENE DENTE			
NJ CONTRACTOR REG. #13VH00629700	Sales Tax (7.0%)		\$0.00
ALL PRICES ARE VALID FOR THIRTY DAYS. ESTIMATE IS BASED ON A FLAT & ACCESSIBLE SITE, NO JACK HAMMERING, CUTTING OR CLEARING OF TREES OR VEGETATION. PRICES DO NOT INCLUDE THE REMOVAL OF SOIL FROM DIGGING THE POST HOLES. THE SOIL CAN BE DISPERSED AROUND THE PROPERTY AT NO CHARGE OR ADD \$15.00 PER POST HOLE FOR REMOVAL.			Total \$21,278.00
E-mail	Website		
info@fencesbydente.com	Website: www.fencesbydente.com		

Attachment: QUOTES FOR FENCING AT SPRINGWOOD PARK (2022-354 : Awarding of a contract to Taylor Fence Company for new fencing at



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 10, 2022
RESOLUTION SUMMARY

2022-355

Resolution awarding a contract to Millennium Communications Group for yearly camera and service.

\$9,120 for a 48-hour block of time, to be used as needed.



RESOLUTION NO. 2022-355

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

RESOLUTION AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR YEARLY CAMERA SUPPORT AND SERVICE

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for forty-eight (48) support and service hours for 2022; and

WHEREAS, price of the project is \$9,120.00 and is attached to this Resolution; and

WHEREAS, pricing is based off of State Contract #T2989/#88740; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in Accounts 2-01-20-140-000-224 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications in the amount of \$9,120.00 for yearly support and service.

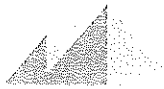
I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-355 which was finally adopted by the City Council at a meeting held on the 10th day of August, 2022

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



Lisa Esposito 8/11/2022

LISA ESPOSITO
DEPUTY CITY CLERK



MILLENNIUM
COMMUNICATIONS GROUP INC.

*One Point of Contact.
Endless Possibilities.*

Federal GSA Schedule 70: #GS-351-0220R

Cisco / NASPO NJ-21-1111-01506

Extreme / NASPO NJ-21-1111-01518

NJ State Wiring Services Contract # 12989 / #88740

Passaic County Co-Op 38PCPP

TIPS: The Interlocal Purchasing System Contract #s 191003, 200105, 200203

PEPPAI: Pennsylvania Educational Purchasing Program for Microcomputers

July 13th, 2022

Joe Dellaragione
Asbury Park Police Department
One Municipal Plaza
Asbury Park NJ, 07712

Millennium Managed Services - Yearly Block Hour Contract

PRICING

SUPPORT OPTIONS	CONTRACT PRICE
48 hours (yearly)**	\$9,120.00 (yearly)**
96 hours (yearly)**	\$18,240.00 (yearly)**

FEATURES

- Access to client portal to keep track of ticket and time used
- Ability to open trouble tickets via Email, Phone, or Client Portal (support@millenniuminc.com)
- To be used for Moves, Adds, and Changes (MACs) and Break/Fix

Service Level Agreement (SLA)

- 4 Hour Remote Response during normal business hours; Minimum 1 hour at time of service
- NBD On-site Response during normal business hours; Minimum 4 hours at time of service
- Emergency / After Hour support will be deducted from block hour at 1.5x rate; Minimum 4 hours at time of service
- Normal business hours: Monday - Friday, 8:00am - 5:00pm
- NJ State Wiring Contract #88740

Minimum service period of twelve (12) months from acceptance.

* Unused time will not be carried forward into the following year. The overage billing rate is \$190.00 per hour.

** To be invoiced up front at the acceptance of the service.

** Materials & shipping costs will be charged at 20% over cost if used any

The following list of equipment / application is incorporated into your Millennium Managed Services Agreement:

Genetec Physical Security and it's associated network equipment

** Outside Plant Fiber is not covered by this contract.

Notes

- This Contract does not include union labor. If needed, prevailing wage, second shift, and holiday rates will apply.
- It is **STRONGLY** recommended that the Customer have proper extended support contract from manufacturer in case of product malfunction, and Millennium Communications Group Inc. will escalate the issue.

Sincerely,

Keith P. Burkhard

Vice President of Physical Security



Endless Possibilities.

Federal GSA Schedule 70: #GS-35F-0220R

Cisco / NASPO NJ-21-111E-01506

Extreme / NASPO NJ-21-111E-01518

NJ State Wiring Services Contract / #T2989 / #88740

Passaic County Co-Op 38PCPP

TIPS: The Interlocal Purchasing System Contract #'s 191003, 200105, 200203

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers

Standard Terms & Conditions

NJ Sales tax is not included. Customer to provide appropriate tax exempt certificate. All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of 1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Deposit of 35% with Order. (Mobilization & Equipment Ordering)

Tentative scheduling is four to six weeks from receipt of order and subject to change without notice.

All drawings, proposals and related documentation are proprietary and will remain the property of Millennium Communications Group Inc., until Final Payment is received-any use or reproduction of same are strictly prohibited.

Permits, fees, Environmental evaluation and inspections are the responsibility of others.

Invoice will be issued for equipment received at customer site or at Millennium Communications Group Inc. warehouse.

Cancelled orders will incur a 30% restocking charge.

Equipment identified as custom order is not returnable and must be paid for in full

Any & All materials/equipment are subject to change based on availability. Any substitute in equipment or material will be of equal quality, function and value.

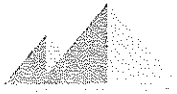
Delays to the project schedule which are out of the control of Millennium Communications Group Inc. will not be cause for delays in billing per the schedule.

Changes to this contract shall not affect above payment schedule.

All work will be performed by IBEW Tele data technicians during normal business hours. No allowance has been made for restricted work hours.

MCG technicians will ONLY be authorized to perform work that is specifically listed in the above scope of work. ANY additional work will be done by executing a CHANGE ORDER.

The capabilities of the system proposed are complete as defined herein. Any prior oral or written representations outside the body of this proposal are excluded.



MILLENNIUM
COMMUNICATIONS GROUP INC.

*One World of Connection
Endless Possibilities.*

Federal GSA Schedule 70: #GS-35F-0220R

Cisco / NASPO NJ-21-TELE-01506

Extreme / NASPO NJ-21-TELE-01518

NJ State Wiring Services Contract / #T2989 / #88740

Passaic County Co-Op 38PCPP

TIPS: The Interlocal Purchasing System Contract #'s 191003, 200105, 200203

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers

Customer Acceptance

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

Please include a copy of your ST-4 tax exempt form.

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

Attachment: MILLENNIUM YEARLY BLOCK HOUR CONTRACT (2022-355 : Awarding of a contract to Millennium Communications Group for



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 10, 2022
RESOLUTION SUMMARY

2022-356

Resolution authorizing the membership of the Keystone Purchasing Network Cooperative Purchasing Program for 2022. Membership is free.



RESOLUTION NO. 2022-356

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

RESOLUTION AUTHORIZING MEMBERSHIP WITH THE KEYSTONE PURCHASING NETWORK COOPERATIVE PURCHASING PROGRAM

WHEREAS, the City of Asbury Park, pursuant to P.L. 2011.c.139; N.J.S.A.40A:11-12 and N.J. A.C. 5:34-7.29 and per Local Finance Notice 2012-10, may by resolution and without advertising for bids, purchase goods under any national and/or regional cooperative entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, the City of Asbury Park has the need on a timely basis to purchase goods and services utilizing the Keystone Purchasing Network (KPN) National Cooperative Purchasing Program; and

WHEREAS, the City of Asbury Park, desires to become a member of the KPN National Cooperative Purchasing Program effective immediately and;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey hereby authorizes the Purchasing Agent to purchase certain goods from KPN National Cooperative Purchasing Program for the 2022 calendar year pursuant to all conditions of the individual awarded bids; and

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-356 which was finally adopted by the City Council at a meeting held on the 10th day of August, 2022

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



Lisa Esposito 8/11/2022

LISA ESPOSITO
DEPUTY CITY CLERK

1. The Keystone Purchasing Network (KPN) is a program initiative of the Central Susquehanna Intermediate Unit (CSIU), 90 Lawton Lane, Milton, PA 17847.

KPN is a cooperative purchasing program operating under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. §§1901 et seq., as the same may be amended from time to time (the "Act") for those school districts assigned to the CSIU, as well as other organizations eligible to participate under the Act, whether such eligible organizations are located inside or outside of the Commonwealth of Pennsylvania.

Eligible organizations under the Act include state purchasing agencies, agencies of the United States, political subdivision public authorities, tax-exempt nonprofit educational institutions, tax-exempt nonprofit public health institutions and organizations, nonprofit fire companies, nonprofit rescue companies, nonprofit ambulance companies, and to the extent provided by law, any other entity that expends public funds for the procurement of supplies, services and construction.

By entering into this Membership Agreement, Member Agency does hereby attest and affirm that it is an eligible organization under the Act.

2. KPN has conducted the steps of bidding and awarding contracts to vendors who are required to offer their best agency discounted prices and most responsible services to KPN members.

3. It is the sole responsibility of each Member Agency to adhere to its state's procurement statutes as they apply to cooperative purchasing or joint power agreements, with in-state and out-of-state public agencies.

4. Membership in KPN is free.

5. In the use of each KPN contract, the Member Agency shall adhere to the terms and conditions of the contract, including without limitation the order placement procedures provided by each official KPN Contract Vendor.

6. It is the sole responsibility of the Member Agency to accept delivery of supplies, construction and/or services, and the Member Agency hereby agrees to make timely payments to each KPN Contract Vendor for supplies, construction and/or services purchased under the KPN program. Under no circumstances shall any other Member Agency or the CSIU be responsible for payments on account of an individual Member Agency's purchases, it being the intent hereof that any such purchases shall constitute the separate agreement of each participating Member Agency with the particular Contract Vendor. Any disputes that may arise between the Member Agency and the KPN Contract Vendor are to be resolved between the Member Agency and the Contract Vendor. The CSIU will endeavor to facilitate a resolution between the Member Agency and the Contract Vendor.

7. The CSIU may make improvements or changes to the KPN program, or terminate the KPN program at any time. The CSIU may modify this Membership Agreement at any time, and such modifications shall be effective immediately upon distribution of the modified agreement. Notification of any such improvements or changes to the KPN program, termination of the KPN program, or modifications to this Membership Agreement may be distributed to Member Agencies via e-mail. Member Agency agrees to review the notices of any improvements, changes or modifications prior to entering into a contract with a Contract Vendor and entry into a contract shall be deemed acceptance of such improvements, changes or modifications. Member Agency may cancel its membership in KPN by providing thirty (30) days prior written notice to the CSIU at the address listed in Section 1 of this Membership Agreement.

8. This Membership Agreement, together with any additional improvements, changes, or modifications referenced in Section 7 hereof constitutes the entire agreement and understanding between the CSIU and the Member Agency. This Membership Agreement shall not be altered, changed or amended by the Member Agency, except by written addendum executed by the CSIU and Member Agency.

9. The Member Agency is not obligated to use KPN contracts or make purchases in order to retain membership.

10. The CSIU will use Membership Agency contact information to announce updates and new opportunities. Occasionally KPN Contract Vendors may contact Member Agencies to announce special discounts. The CSIU will not sell or share contact information with any other third party for commercial purposes unrelated to KPN. The CSIU reserves the right to disclose non-specific aggregate Member Agency information, such as geographic spread of membership and number and types of members to third parties.

11. In no event shall the CSIU be liable for any special, indirect, punitive, incidental, exemplary, reliance or consequential damages or any damages whatsoever resulting from loss of use, business, data or profits, litigation and the like, whether based on breach of contract, tort (including negligence), product liability or otherwise. Any liability of the CSIU under this Membership Agreement shall be limited to direct, actual damages only. Member agency acknowledges that the limitation set forth above are fundamental elements of this membership agreement and KPN would not be provided to Member Agency absent such limitations.

The *KPN staff* is a group of experienced public sector employees of the Central Susquehanna Intermediate Unit in Milton Pennsylvania. They are leaders in educational and government purchasing. As purchasing agents, the group solicits bids, evaluates responses, and recommends awards to the agency's board of directors.

BROWSE CONTRACTS BY CATEGORY:

Facility (/ct/facility/category/)

Technology (/ct/technology/category/)

Supplies (/ct/supplies/category/)

Furniture (/ct/furniture/category/)

Energy (/ct/energy/category/)

Vehicles (/ct/vehicles/category/)

Custodial (/ct/custodial/category/)

Sports (/ct/sports/category/)

Security (/ct/security/category/)

More Stories



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 10, 2022
RESOLUTION SUMMARY

2022-357

To permit two temporary cell towers for Sea.Hear.Now on property owned by Asbury Partners until September 23, 2022



RESOLUTION NO. 2022-357

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

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK,
ACTING AS THE REDEVELOPMENT ENTITY, AUTHORIZING A TEMPORARY
CELLULAR INSTALLATION ON THE NORTHWEST PORTION OF BLOCK 4306,
LOT 2 AND THE NORTHEAST CORNER OF BLOCK 4105, LOT 4 WITHIN THE
WATERFRONT REDEVELOPMENT AREA**

WHEREAS, on June 5, 2002 the City Council adopted Ordinance No. 2607 adopting the Amended Waterfront Redevelopment Plan for the City of Asbury Park (the “**Waterfront Redevelopment Plan**”) which provides for the redevelopment of certain properties situated in the Waterfront Redevelopment Area; and

WHEREAS, Asbury Partners, LLC (the “**Master Developer**”) and the City are parties to a certain Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002 (the “**Redeveloper Agreement**”) concerning the redevelopment of the City’s Waterfront Redevelopment Area; and

WHEREAS, the Master Developer, is the owner of that certain property identified as Block 4306, lot 2 and Block 4105, Lot 4 as set forth on the Tax Map of the City of Asbury, generally situated at the Northeast corner of Kingsley Street and Eighth Avenue and the Southwest corner of Fourth And Kinsley Avenues which is located within the Redevelopment Area (the “**Properties**”); and

WHEREAS, Cellco Partners d/b/a Verizon Wireless (has requested to use the Properties to install two temporary cellular communications system including tower and generators on the Properties until September 23, 2022 specifically for the Sea.Hear.Now Music Festival; and

WHEREAS, the Mayor and City Council, acting as the City’s Redevelopment Entity, wish to approve and authorize this temporary use as conditioned herein,

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

1. The foregoing recitals are incorporated herein by reference.

2. The temporary cellular communications system on the Property will be within a compound measuring approximately 30 feet by 30 feet. The compound will largely be located on Block 4306, lot 2 and Block 4105, Lot 4 as further depicted on the plans prepared by Advantage Engineers, entitled: ASBURY PARK SEA HEAR NOW COW 1 2022 and ASBURY PARK SEA HEAR NOW COW 2 2022 and dated 1/25/2022, revised to 5/9/2022, consisting of four sheets LE1- to LE4 and attached hereto as **EXHIBIT A** (the “**Plans**”).

3. The purpose of the temporary cellular communications system is: (i) to provide cellular coverage during the high demand created by the Sea.Hear.Now Music festival and as a temporary location on an annual basis only during the time of the festival.

4. The City has determined that the temporary and interim use of the Properties as a temporary cellular communications system is necessary in order to assist the City, and to accommodate and support the needs Sea.Hear.Now Festival visitors, for the convenience of the public at large.

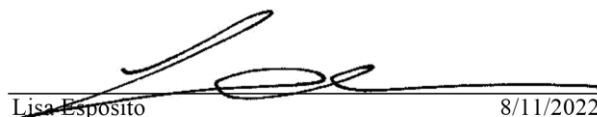
5. The use of the Property for a temporary cellular communications system until September 23, 2022 is hereby approved and due to the limited nature and duration of this use, and the benefit to the City, review and approval by the Technical Review Committee (TRC) and/or the Planning Board shall not be required.

6. The City’s approval is specifically conditioned upon the temporary cellular communications system ceasing operation and being removed prior to September 23, 2022 and being located, constructed and operated in conformance with the Plans.

7. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-357 which was finally adopted by the City Council at a meeting held on the 10th day of August, 2022

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

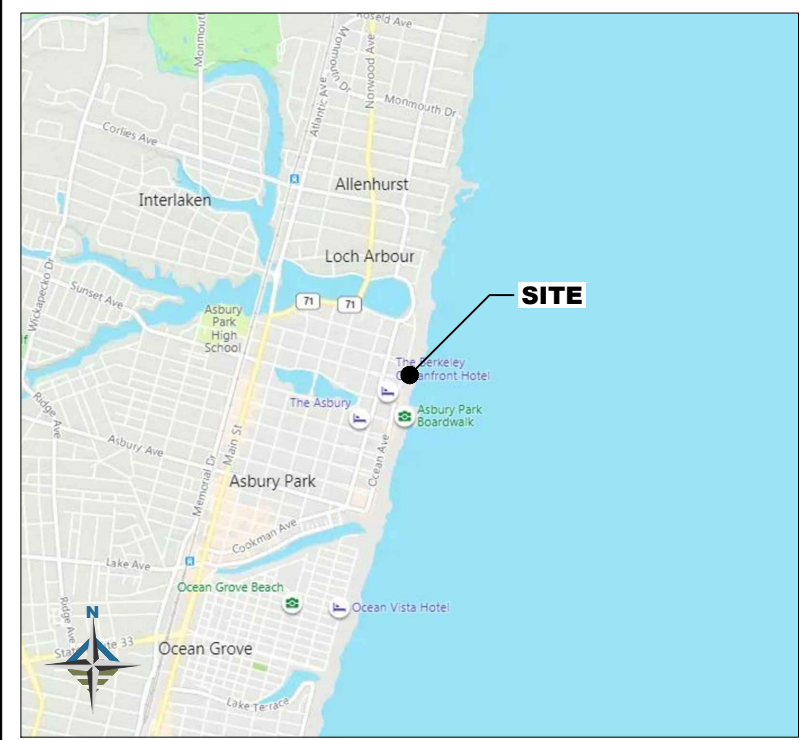

Lisa Esposito 8/11/2022

LISA ESPOSITO
DEPUTY CITY CLERK

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

SITE NAME:
ASBURY PARK SEA HEAR NOW
COW 1 2022
SITE ADDRESS:
8TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY 07712

VICINITY MAP:



DRIVING DIRECTIONS:

HEADING FROM VERIZON OFFICE AT 512 EAST TOWNSHIP LINE ROAD: TURN RIGHT ONTO WALTON ROAD. TURN LEFT ONTO WEST GERMANTOWN PIKE. TAKE THE RAMP FOR I-276 TOWARD HARRISBURG / NEW JERSEY. TAKE THE RAMP ON THE LEFT FOR I-95 NORTH / NEW JERSEY TURNPIKE NORTH. TAKE EXIT 7A FOR I-195 TOWARD SHORE POINTS / TRENTON. KEEP STRAIGHT ONTO NJ-138 EAST. TAKE THE RAMP FOR NJ-18 NORTH TOWARD EATONTOWN. TAKE EXIT 10A FOR NJ- 66 EAST TOWARD ASBURY PARK. KEEP STRAIGHT ONTO NJ-35 / STATE ROUTE 35 NORTH. BEAR LEFT ONTO ASBURY AVENUE / COUNTY HIGHWAY 16. TURN LEFT ONTO NJ-71 / MAIN STREET. TURN RIGHT TO STAY ON NJ-71 / DEAL LAKE DRIVE. KEEP STRAIGHT ONTO DEAL LAKE DRIVE. TURN RIGHT ONTO KINGSLEY STREET. SITE IS ON THE RIGHT.

SHEET INDEX:	
DRAWING SHEET:	DRAWING TITLE:
LE-1	TITLE SHEET
LE-2	SITE PLAN
LE-3	COMPOUND PLAN
LE-4	ELEVATION

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

2 VALLEY SQUARE / SUITE 300
512 EAST TOWNSHIP LINE ROAD
BLUE BELL, PENNSYLVANIA 19422



PLAN REVISIONS:			
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0	05-09-22	MBM	REVISED LE
A	01-19-22	MBM	PRELIMINARY LE
REV No	DATE	DESIGNER	DESCRIPTION

AE DESIGN INFO:	
DESIGNER: MBM	AE JOB No: 19E0178.001

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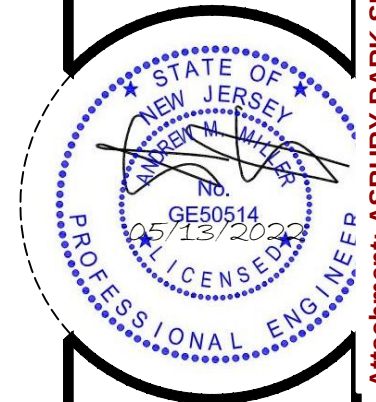
TITLE SHEET

DRAWING SHEET:

LE-1

SITE INFORMATION:

SITE NAME:
ASBURY PARK
SEA HEAR NOW
COW 1 2022
SITE ADDRESS:
8TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY
07712
JURISDICTION:
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY
SHEET NUMBER:
1 OF 4
ENGINEER SEAL:
AE CERTIFICATION OF AUTHORIZATION
24GA28073100



ANDREW M. MILLER, PE
NEW JERSEY PROFESSIONAL ENGINEER

Attachment: ASBURY PARK SEA HEAR NOW COW 1 2022 LE 050922-S&S (2022-357 : A Resolution Authorizing Temporary Cellular Installation

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

2 VALLEY SQUARE / SUITE 300
512 EAST TOWNSHIP LINE ROAD
BLUE BELL, PENNSYLVANIA 19422



PLAN REVISIONS:

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REV No	DATE	DESIGNER	DESCRIPTION

AE DESIGN INFO:

DESIGNER: MBM
AE JOB No: 19E0178.001

DRAWING TITLE:

SITE PLAN

DRAWING SHEET:

LE-2

SITE INFORMATION:

SITE NAME:
ASBURY PARK
SEA HEAR NOW
COW 1 2022
SITE ADDRESS:
8TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY
07712
JURISDICTION:
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

SHEET NUMBER:

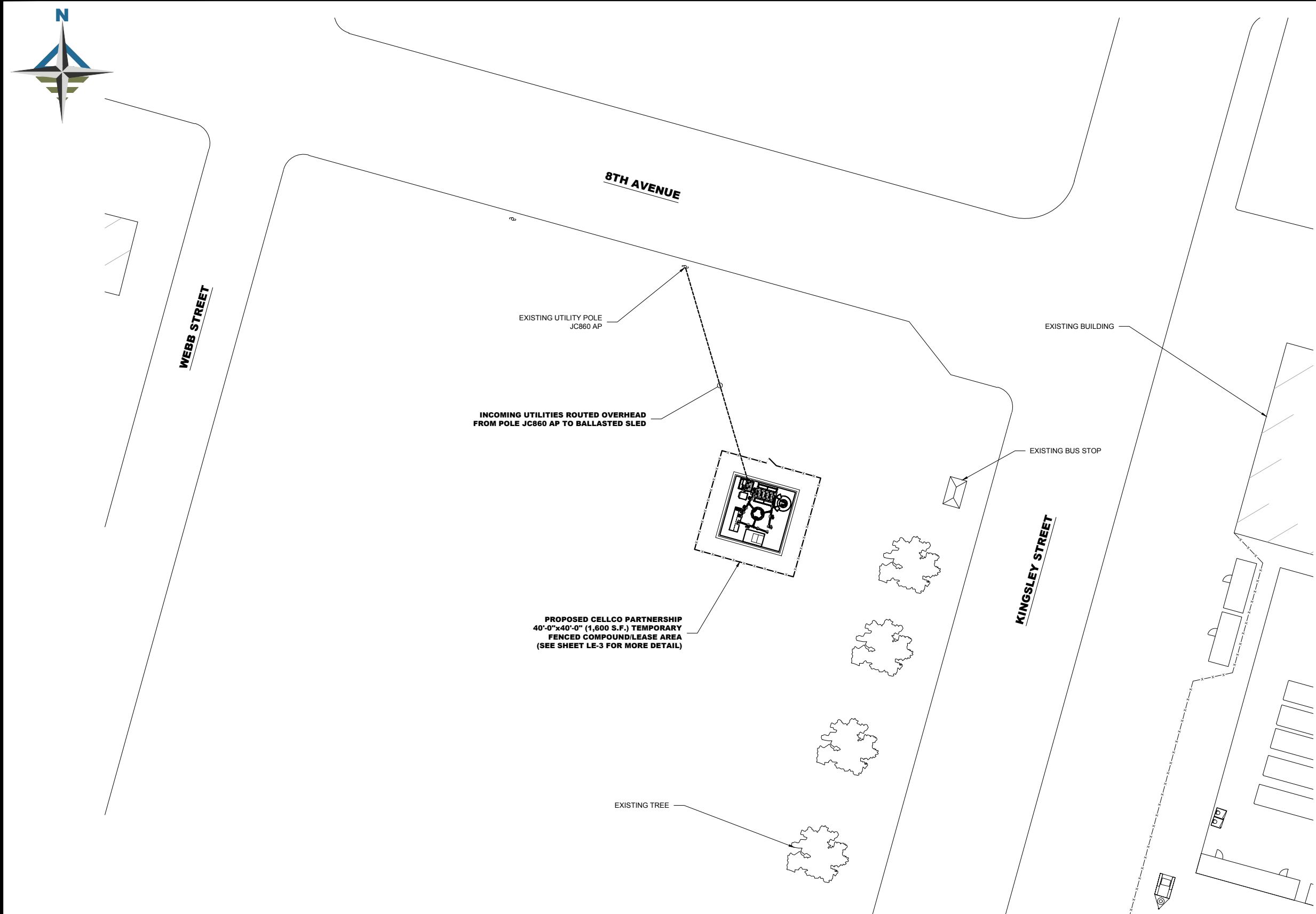
2 OF 4

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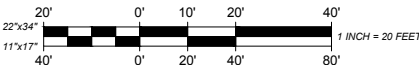
AE CERTIFICATION OF AUTHORIZATION
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ANDREW M. MILLER, PE
NEW JERSEY PROFESSIONAL ENGINEER



1 SITE PLAN
LE-2 SCALE: 1" = 20'-0"



CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

2 VALLEY SQUARE / SUITE 300
512 EAST TOWNSHIP LINE ROAD
BLUE BELL, PENNSYLVANIA 19422



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AE DESIGN INFO:

DESIGNER: MBM
AE JOB No: 19E0178.001

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COMPOUND PLAN

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LE-3

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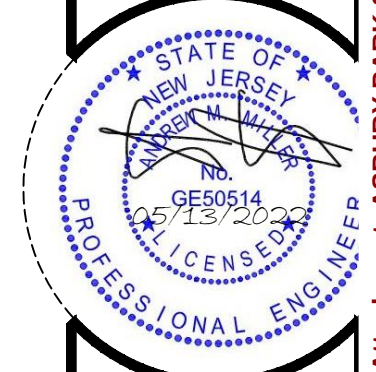
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ASBURY PARK
SEA HEAR NOW
COW 1 2022
SITE ADDRESS:
8TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY
07712
JURISDICTION:
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

SHEET NUMBER:

3 OF 4

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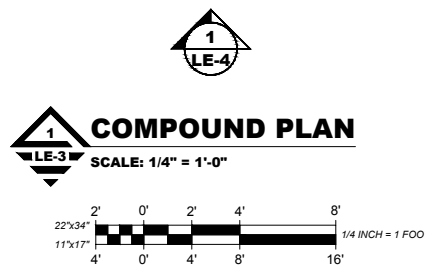
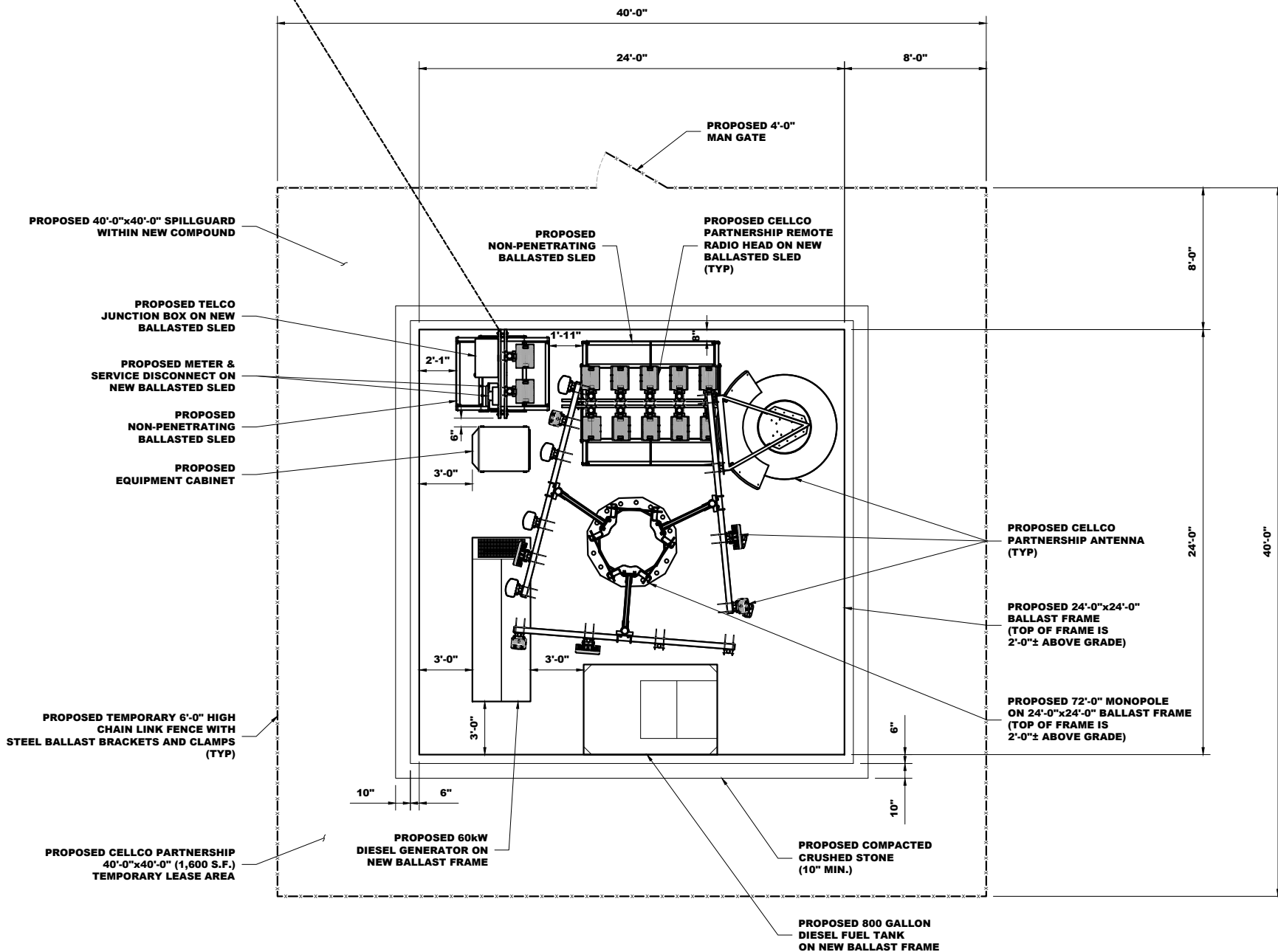
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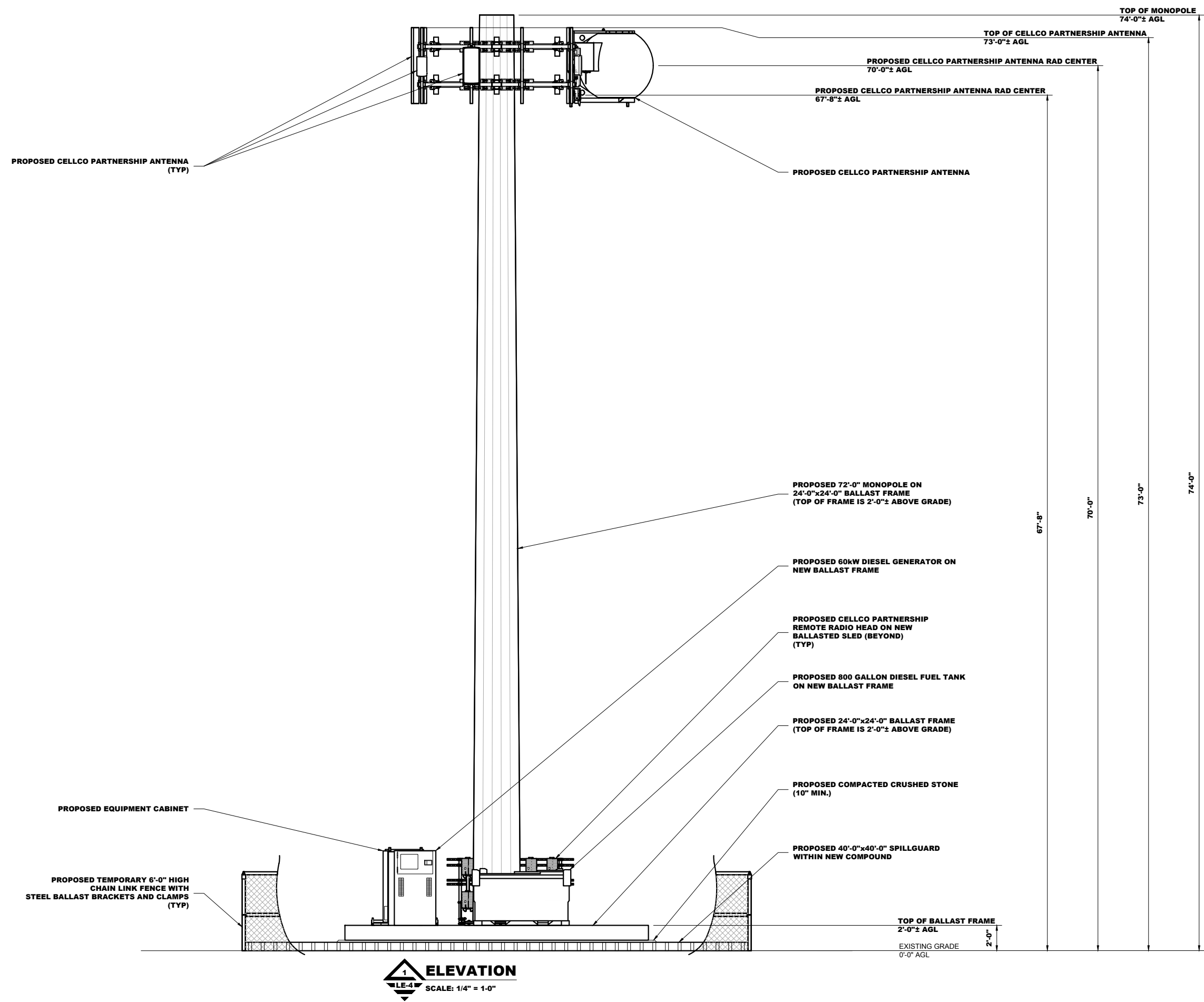


ANDREW M. MILLER, PE
NEW JERSEY PROFESSIONAL ENGINEER



INCOMING UTILITIES ROUTED OVERHEAD
FROM EXISTING UTILITY POLE JC860 AP
TO NEW BALLASTED SLED
(SEE SHEET LE-2 FOR ROUTING)





CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

2 VALLEY SQUARE / SUITE 300
512 EAST TOWNSHIP LINE ROAD
BLUE BELL, PENNSYLVANIA 19422



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AE DESIGN INFO:

DESIGNER: MBM
AE JOB No: 19E0178.001

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ELEVATION

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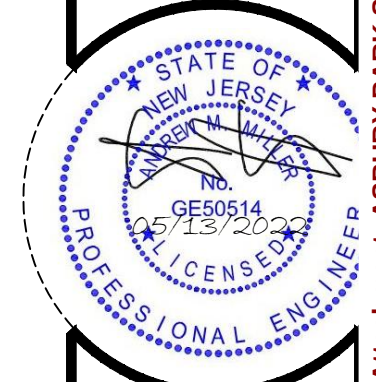
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ASBURY PARK
SEA HEAR NOW
COW 1 2022
SITE ADDRESS:
8TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY
07712
JURISDICTION:
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

SHEET NUMBER:

4 OF 4

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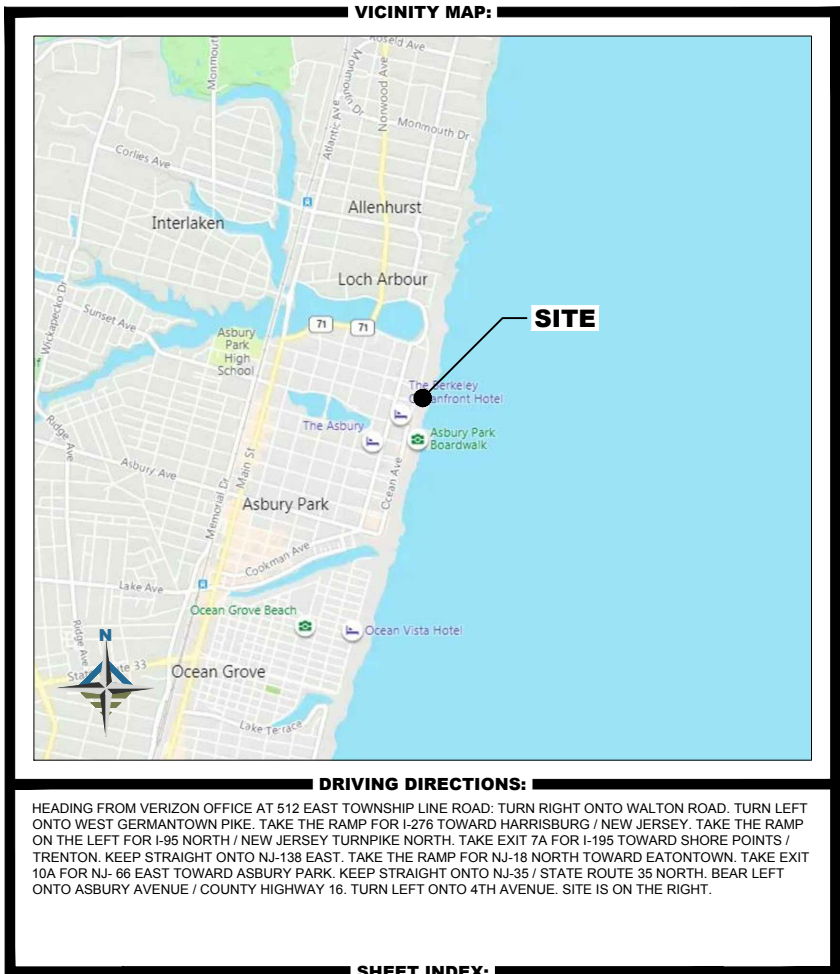
AE CERTIFICATION OF AUTHORIZATION
24GA28073100



ANDREW M. MILLER, PE
NEW JERSEY PROFESSIONAL ENGINEER

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

SITE NAME:
ASBURY PARK SEA HEAR NOW
COW 2 2022
SITE ADDRESS:
4TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY 07712



SHEET INDEX:	
DRAWING SHEET:	DRAWING TITLE:
LE-1	TITLE SHEET
LE-2	SITE PLAN
LE-3	COMPOUND PLAN
LE-4	ELEVATION

MOUNT ANALYSIS NOTE:

ADVANTAGE ENGINEERS IS NOT RESPONSIBLE FOR DESIGN OR STRUCTURAL CERTIFICATION OF NEW OR EXISTING ANTENNA AND RRH MOUNTS REQUIRED FOR THE INSTALLATION OF THE PROPOSED EQUIPMENT ASSOCIATED WITH THIS PROJECT. PLEASE REFER TO THE MOUNT ANALYSIS COMPLETED BY OTHERS FOR ALL STRUCTURAL INFORMATION RELATED TO THE ANTENNA AND RRH MOUNTS.

STRUCTURAL ANALYSIS NOTE:

ADVANTAGE ENGINEERS IS NOT RESPONSIBLE FOR DESIGN OR STRUCTURAL CERTIFICATION OF NEW OR EXISTING TOWER STRUCTURE REQUIRED FOR THE INSTALLATION OF THE PROPOSED EQUIPMENT ASSOCIATED WITH THIS PROJECT. PLEASE REFER TO THE STRUCTURAL ANALYSIS COMPLETED BY OTHERS FOR ALL STRUCTURAL INFORMATION RELATED TO THE TOWER.

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS**

2 VALLEY SQUARE / SUITE 300
512 EAST TOWNSHIP LINE ROAD
BLUE BELL, PENNSYLVANIA 19422



PLAN REVISIONS:			
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REV No	DATE	DESIGNER	DESCRIPTION

AE DESIGN INFO:

DESIGNER: MBM	AE JOB No: 19E0178.001
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DRAWING TITLE:

TITLE SHEET

DRAWING SHEET:

LE-1

SITE INFORMATION:

SITE NAME:
ASBURY PARK
SEA HEAR NOW
COW 2 2022

SITE ADDRESS:
4TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY
07712

JURISDICTION:
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

SHEET NUMBER:
1 OF 4

ENGINEER SEAL:
AE CERTIFICATION OF AUTHORIZATION
24GA28073100



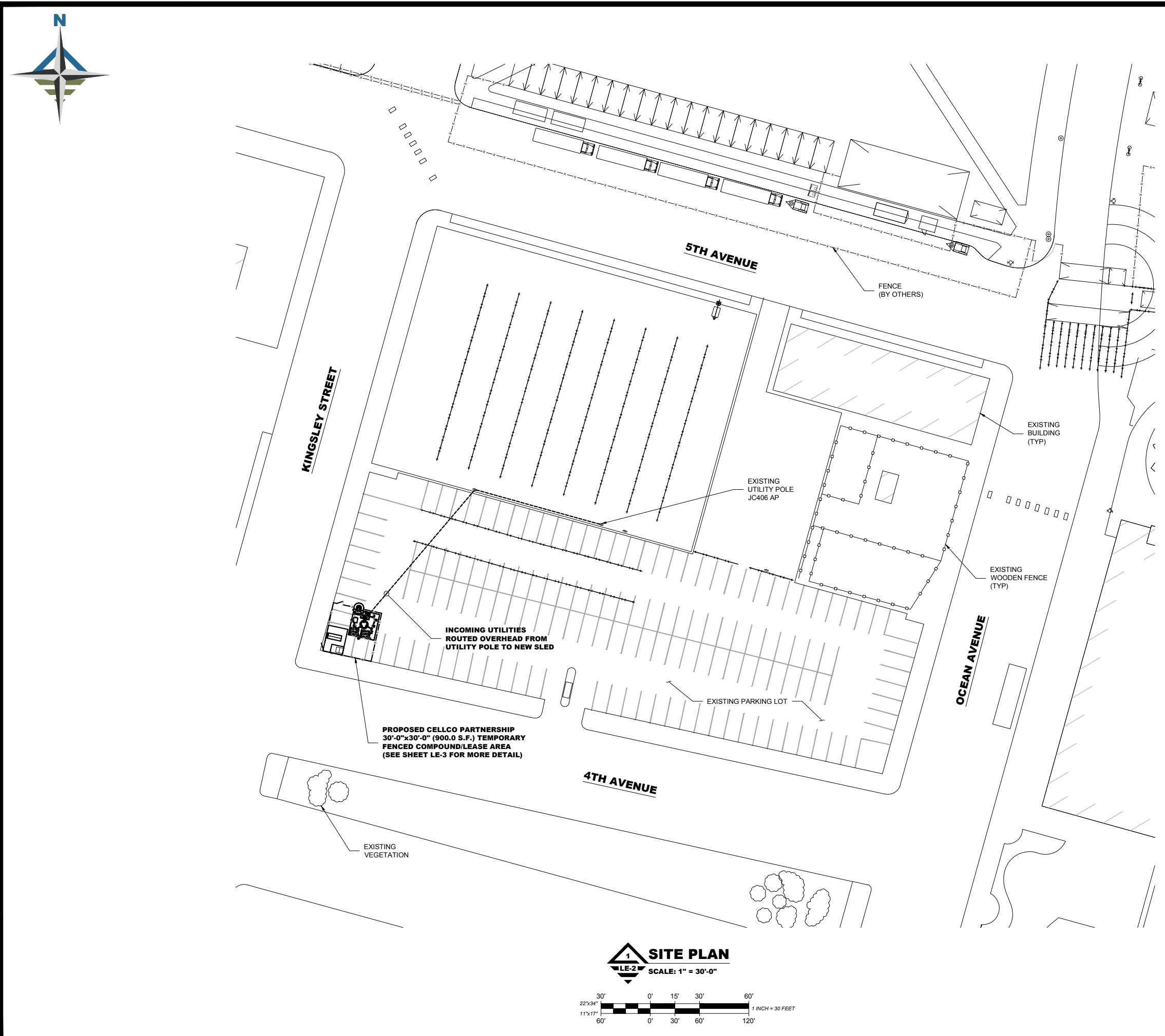
ANDREW M. MILLER, PE
NEW JERSEY PROFESSIONAL ENGINEER

Packet Pg. 79

3.D.7.b

:PROH

Attachment: ASBURY PARK SEA HEAR NOW COW 2 2022 LE 050922-SS (002) (2022-357 : A Resolution Authorizing Temporary Cellular



CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

2 VALLEY SQUARE / SUITE 300
512 EAST TOWNSHIP LINE ROAD
BLUE BELL, PENNSYLVANIA 19422



advantage engineers
520 FELLOWSHIP ROAD, SUITE A-108
MT. LAUREL, NEW JERSEY 08054
PHONE: (856) 316-4788
www.advantageengineers.com

PLAN REVISIONS:			
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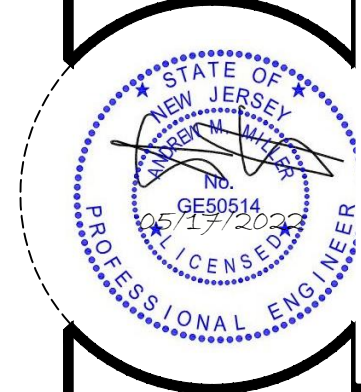
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SITE INFORMATION:

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ASBURY PARK
SEA HEAR NOW
COW 2 2022
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ASBURY PARK, NEW JERSEY
07712
JURISDICTION:
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

SHEET NUMBER:
2 OF 4

ENGINEER SEAL:
AE CERTIFICATION OF AUTHORIZATION
24GA28073100



ANDREW M. MILLER, PE
NEW JERSEY PROFESSIONAL ENGINEER

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

2 VALLEY SQUARE / SUITE 300
512 EAST TOWNSHIP LINE ROAD
BLUE BELL, PENNSYLVANIA 19422



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REV No	DATE	DESIGNER	DESCRIPTION

AE DESIGN INFO:

DESIGNER: MBM
AE JOB No: 19E0178.001

DRAWING TITLE:

COMPOUND PLAN

DRAWING SHEET:

LE-3

SITE INFORMATION:

SITE NAME:
ASBURY PARK
SEA HEAR NOW
COW 2 2022
SITE ADDRESS:
4TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY
07712
JURISDICTION:
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

SHEET NUMBER:

3 OF 4

ENGINEER SEAL:

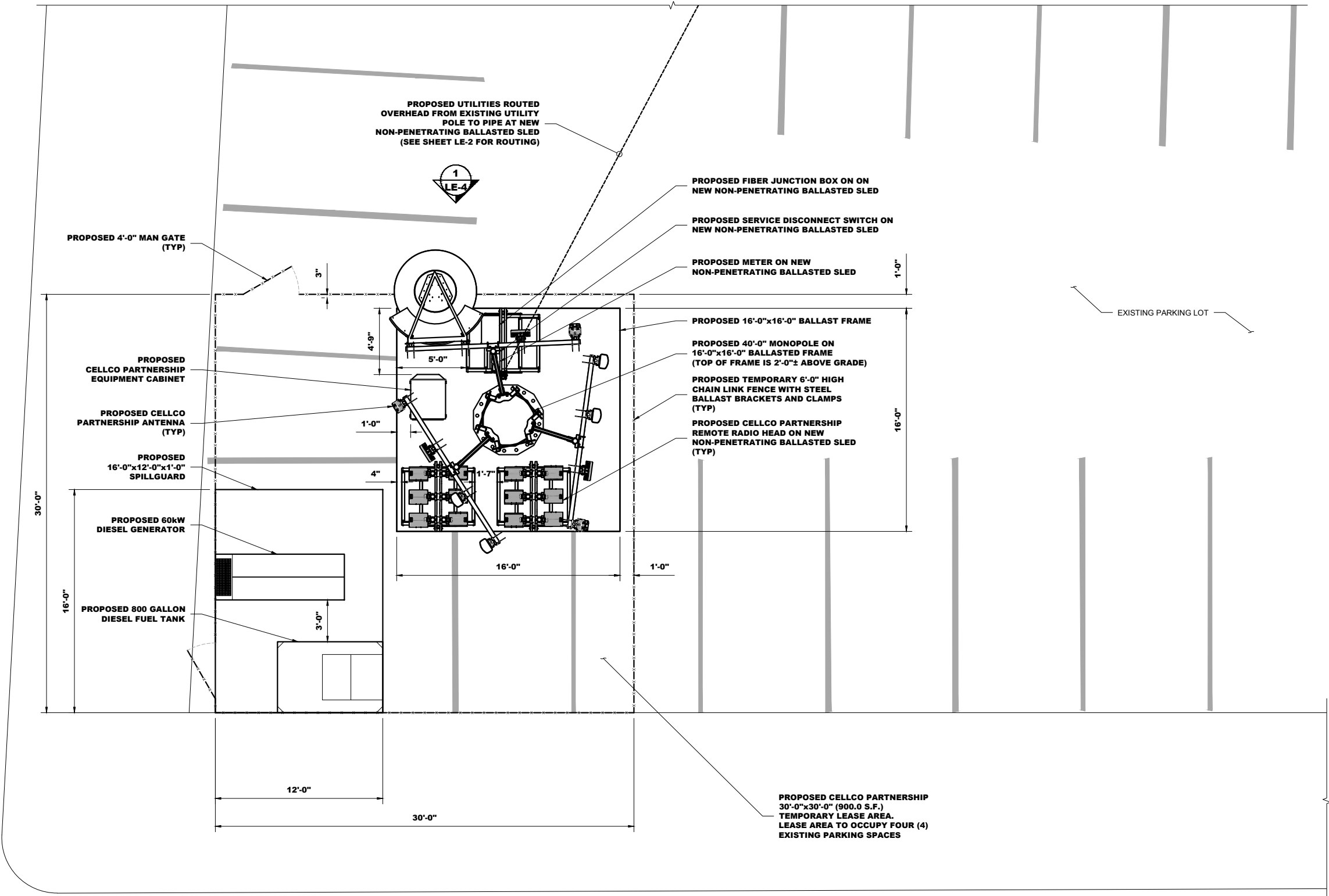
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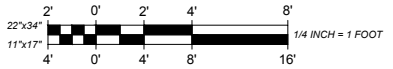
ANDREW M. MILLER, PE
NEW JERSEY PROFESSIONAL ENGINEER



KINGSLEY STREET



1
LE-3
COMPOUND PLAN
SCALE: 1/4" = 1'-0"



CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

2 VALLEY SQUARE / SUITE 300
512 EAST TOWNSHIP LINE ROAD
BLUE BELL, PENNSYLVANIA 19422



PLAN REVISIONS:

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0	05-09-22	MBM	REVISED LE
A	01-25-22	MBM	PRELIMINARY LE
REV No	DATE	DESIGNER	DESCRIPTION

AE DESIGN INFO:

DESIGNER: MBM
AE JOB No: 19E0178.001

DRAWING TITLE:

ELEVATION

DRAWING SHEET:

LE-4

SITE INFORMATION:

SITE NAME:
ASBURY PARK
SEA HEAR NOW
COW 2 2022
SITE ADDRESS:
4TH AVENUE & KINGSLEY STREET
ASBURY PARK, NEW JERSEY
07712
JURISDICTION:
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

SHEET NUMBER:

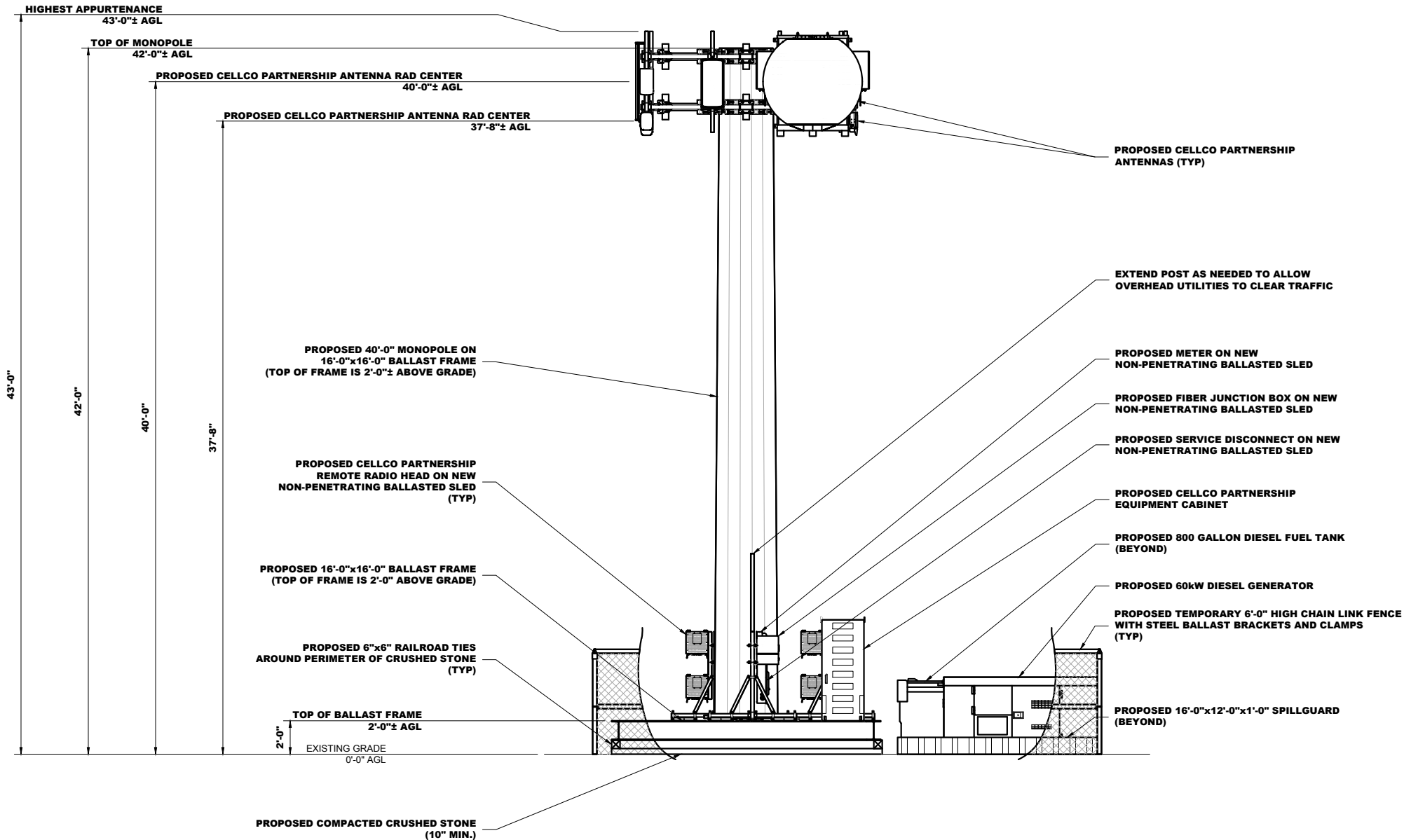
4 OF 4

ENGINEER SEAL:

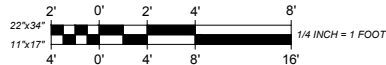
AE CERTIFICATION OF AUTHORIZATION
24GA28073100



ANDREW M. MILLER, PE
NEW JERSEY PROFESSIONAL ENGINEER



ELEVATION
SCALE: 1/4" = 1'-0"





Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 10, 2022
RESOLUTION SUMMARY

2022-358

Resolution approving change order #5 for Bond Street Improvements Project in the amount of \$0.00



RESOLUTION NO. 2022-358

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

RESOLUTION APPROVING CHANGE ORDER #5 FOR BOND STREET IMPROVEMENTS PROJECT

WHEREAS, the City Council of Asbury Park awarded a contract to Lucas Brothers Inc. on November 10, 2021 for Bond Street Improvements Project via Resolution #2021-477; and

WHEREAS, the original contract amount approved by the City Council was in the sum of one million six hundred fifty-seven thousand six hundred and fifty-seven dollars (\$1,657,657.00); and

WHEREAS, the City had approved via Resolution 2022-161 Change Order #1 and had no change to the contract amount of \$1,657,657.00; and

WHEREAS, the City had approved via Resolution 2022-180 Change Order #2 and had no change to the contract amount of \$1,657,657.00; and

WHEREAS, the City had approved via Resolution 2022-221 Change Order #3 and had no change to the contract amount of \$1,657,657.00; and

WHEREAS, the City had approved via Resolution 2022-278 Change Order #4 and had no change to the contract amount of \$1,657,657.00; and

WHEREAS, the City Engineer is requesting Change Order #5 in the amount of \$0.00; and

WHEREAS, Change Order #5 reflects adjustments to as-built quantities and resolves fuel and asphalt price adjustments as permitted by NJDOT resulting in a zero (\$0.00) dollar net change to the contract; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-09-17-907-000-902 and C-09-17-907-000-903 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Mayor and State of New Jersey that this Change Order 5 shall not exceed zero dollars and zero cents (\$0.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 5 on behalf of the Governing Body.

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

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-358 which was finally adopted by the City Council at a meeting held on the 10th day of August, 2022

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



Lisa Esposito 8/11/2022

LISA ESPOSITO
DEPUTY CITY CLERK

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

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00776

CHANGE ORDER NO. 5

DATE: July 21, 2022
PROJECT: Bond Street Improvements
OWNER: City of Asbury Park
CONTRACTOR: Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items are reduced to reflect current as-built quantities.

EXTRA:

Various items are reduced to reflect current as-built quantities.

SUPPLEMENTARY:

APPROVAL RECOMMENDED:

Jason D. Harzold
JASON D. HARZOLD PRINCIPAL
PROJECT MANAGER

ACCEPTED:

Edmund McConery
CONTRACTOR:
Lucas Brothers, Inc.

OWNER'S
APPROVALS:

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$28,468.24
B. TOTAL EXTRAS THIS C.O.	\$28,468.24	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$28,468.24	\$28,468.24
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$191,593.35	\$191,593.35
TOTAL CHANGE ORDERS TO DATE	\$220,061.59	\$220,061.59
NET CHANGE IN CONTRACT	\$0.00	\$0.00

ORIGINAL CONTRACT BID PRICE

\$1,657,657.00

CHANGE ORDERS TO DATE

0.00%

\$0.00

REVISED CONTRACT PRICE

\$1,657,657.00

Attachment: LUCAS BROTHERS CHANGE ORDER 5 (2022-358 : Change Order #5 for Bond Street Improvement Project)

CHANGE ORDER NO. 5

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00776

PROJECT: Bond Street Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
1	Silt Fence	420.00	LF	\$0.01	\$4.20
4	Traffic Cone	4.00	UN	\$0.01	\$0.04
5	Construction Sign	2.00	SF	\$12.00	\$24.00
15	HMA 19M164 Base Course, 4" Thick	200.00	TON	\$125.00	\$25,000.00
21	Combination Concrete Curb and Gutter	86.00	LF	\$40.00	\$3,440.00
REDUCTION					

A. TOTAL REDUCTIONS \$28,468.24

8	Fuel Price Adjustment	11322.06	DOL	\$1.00	\$11,322.06
9	Asphalt Price Adjustment	17146.18	DOL	\$1.00	\$17,146.18
EXTRA					

B. TOTAL EXTRA \$28,468.24

SUPPLEMENTARY					

C. TOTAL SUPPLEMENTARY \$0.00

Attachment: LUCAS BROTHERS CHANGE ORDER 5 (2022-358 : Change Order #5 for Bond Street Improvement Project)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 10, 2022
RESOLUTION SUMMARY

2022-359

Authorizing the execution of a “Use And License Agreement” with SHN Festivals, LLC.



RESOLUTION NO. 2022-359

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

RESOLUTION AUTHORIZING THE EXECUTION OF A “USE AND LICENSE AGREEMENT” WITH SHN FESTIVALS, LLC, CONCERNING A LIVE CULTURAL MUSIC AND ART FESTIVAL TO BE HELD IN A DESIGNATED PORTION OF THE ASBURY PARK WATERFRONT AREA ON CERTAIN SPECIFIED DATES IN 2022, 2023, AND 2024, AND AUTHORIZING THE ISSUANCE OF A SPECIAL EVENTS PERMIT(S) IN CONNECTION THEREWITH

WHEREAS, SHN Festivals, LLC (also referenced as the “applicant”) has applied to the City of Asbury Park (also referenced as the “City”) for a special events permit(s), pursuant to Section 4-10 of the Asbury Park City Code, relating to a proposed live cultural music and art festival and related activities (collectively referenced as the “Event”) to be held in a designated portion of the Asbury Park waterfront area on certain specified dates (as referenced below) in 2022, 2023, and 2024, including load-in and load-out activities during the days immediately prior to and following the Event, respectively; and

WHEREAS, the dates in question for the Event include the following:

- 2022: From Friday, September 16, 2022 through Sunday, September 18, 2022;
- 2023: From Friday, September 15, 2023 through Sunday, September 17, 2023; and
- 2024: From Friday, September 13, 2024 through Sunday, September 15, 2024; and

WHEREAS, the applicant’s proposal has been reviewed by the City’s Special Events Committee, as well as relevant City Officials; and

WHEREAS, given the anticipated size, scope and significance of the Event, it is necessary that an Agreement be executed between the City and the applicant (collectively, the “Parties”) regarding the terms and conditions associated with the holding of the Event during the time periods specified above; and

WHEREAS, the Parties have drafted a “Use and License Agreement” (the “Agreement”) for this purpose, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Mayor and City Council wish to approve the attached Agreement and to authorize the Mayor and City Clerk to execute the same, and to authorize the issuance of a special events permit(s) in connection with the Event concerning the time periods referenced above.

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

1. That the attached “Use and License Agreement” regarding the Event is hereby approved by the City of Asbury Park, concerning the time periods referenced above, and its execution on behalf of the City by the Mayor and City Clerk is hereby authorized.
2. That, subject to the full execution of the attached Agreement, the issuance of a special events permit(s) in connection with the Event, concerning the time periods referenced above, is hereby authorized.
3. That a certified copy of this Resolution (along with the attached Agreement) shall be provided to each of the following:
 - a. SHN Festivals, LLC
c/o Tim Sweetwood
C3 Presents
634 N. Highland Ave., NE
Atlanta, GA 30307;
 - b. Donna Vieiro, City Manager;
 - c. Kevin Keddy, Fire Chief;
 - d. David Kelso, Police Chief;
 - e. Guy Thompson, Deputy Police Chief;
 - f. Frederick C. Raffetto, Esquire, City Attorney;
 - g. Eric Nemeth, Esq., NJIIF; and
 - h. Ezio Altamura, GJEM - Otterstedt Insurance Agency, Inc.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-359 which was finally adopted by the City Council at a meeting held on the 10th day of August, 2022

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



Lisa Esposito 8/11/2022

LISA ESPOSITO
DEPUTY CITY CLERK

CITY OF ASBURY PARK
USE AND LICENSE AGREEMENT

This Use and License Agreement (the "**Agreement**") is made on _____, 2022 by and between the **City of Asbury Park**, with an address of One Municipal Plaza, Asbury Park, New Jersey 07712 (**also referenced as "AP" or the "City"**) and **SHN Festivals, LLC**, with an address of 1645 E. 6th Street, Suite 150, Austin, Texas 78702 ("**SHN**") with respect to a live music festival and related activities known as the "*Sea Hear Now Cultural Music & Art Festival*" (the "**Festival**") intended to be held in the City of Asbury Park during certain specified dates in 2022, 2023 and 2024. Together, AP and SHN shall be known as the "**Parties**" and each shall be a "**Party**". **In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:**

1. **Term; Facilities; Permitted Uses; SHN's Responsibilities.**

(a) **The within Agreement is intended to govern the terms and conditions associated with the conduct of the Festival in AP on the following dates in 2022, 2023 and 2024:**

- (i) 2022: Friday, September 16, 2022 through Sunday, September 18, 2022 (referenced as the "2022 Term" or the "2022 Festival");
- (ii) 2023: Friday, September 15, 2023 through Sunday, September 17, 2023 (referenced as the "2023 Term" or the "2023 Festival"); and
- (iii) 2024: Friday, September 13, 2024 through Sunday, September 15, 2024 (referenced as the "2024 Term" or the "2024 Festival").

(b) During the time periods covered by the 2022 Term, the 2023 Term and the 2024 Term, as defined above, SHN shall have the exclusive right to use the areas, parks, streets and other facilities as more specifically described on and as generally depicted in **Exhibit A** (the "**Facilities**") for the purpose of managing, producing and conducting the Festival and conducting all related activities and operations within the Facilities and adjacent areas, including, but not limited to, live music entertainment, concessions, sale of food and beverages, sale of merchandise, marketing and promotional activities, installation and use of patron access control equipment, sale of tickets, street closures (as defined below) and the sale and consumption of alcoholic beverages (collectively, the "**Permitted Uses**"). The area of the Facilities is shown on **Exhibit A**. The Parties recognize that the exact area of the Facilities is subject to change; however, the final area of the Facilities shall be substantially similar to that shown in **Exhibit A**. The sale and consumption of alcoholic beverages shall be limited to those specific and distinct areas within the Facilities which are shown on **Exhibit A-1** (representing the "**Areas Licensed for the Sale and Consumption of Alcohol**"). Service and consumption of alcoholic beverages shall only be permitted within those specific "Areas Licensed for the Sale and Consumption of Alcohol," and shall be subject to all requirements mandated by the New Jersey State Division of Alcoholic Beverage Control (the "**ABC**").

In addition, the Facilities and Permitted Uses shall include and AP shall facilitate street closures as shown on **Exhibit A-2**. Notwithstanding the foregoing, should AP determine in its reasonable discretion that street closures, traffic flow or parking requirements need to be adjusted, AP shall have the exclusive right to change same, subject to the following conditions: (a) any changes or adjustments are solely in the interest of public safety, as AP determines in its sole reasonable discretion; (b) any changes or adjustments

are communicated to SHN in accordance with “Emergency Notices” as outlined in Sections 14 and 16 below; and (c) AP shall use its best efforts to provide reasonable alternatives in all instances.

The Parties acknowledge that current applicable local laws do not allow for the possession or consumption of alcoholic beverages on the beach or boardwalk, along with adjacent public areas, except for those areas of the beach, boardwalk and other public areas for which appropriate approvals have been granted by the City.

The Parties also acknowledge that, by virtue of this Agreement, all Permitted Uses, street closures and other activities contemplated by this Agreement and depicted on the various exhibits attached hereto, including the possession and consumption of alcoholic beverages on specific portions of the beach, boardwalk, and other public areas as depicted on Exhibit A-1 during the 2022 Term, the 2023 Term, and the 2024 Term of the Festival, are deemed approved and permitted by AP, subject only to: (1) the payment of those certain fees set forth in this Agreement; and (2) the receipt of necessary approval(s) required from any other outside agencies (i.e., the ABC, etc.). Furthermore, the Parties acknowledge and agree that SHN has put AP on notice of the anticipated nature, scope and times of sound checks and the performances of various artists at the Festival and that all noise and sound associated with the Festival (including but not limited to system ring out, sound check, etc.) shall be deemed approved and in conformance with applicable noise, curfew and related ordinances by AP.

(c) The Facilities may be used by SHN and its vendors, concessionaires and contractors during the days and times set forth in Exhibit A-3 (“Use Schedule”) for the purpose of deliveries, loading in, installing equipment, preparing the Facilities, constructing stage(s), packing, removal of all equipment and demobilization and removal of stage(s) and such other purposes as are reasonably related to the use for which SHN is being allowed to use the Facilities as agreed to by the Parties. SHN agrees at all times that SHN, its vendors, concessionaires and contractors shall use the Facilities pursuant to the provisions of this Agreement, that SHN will use good faith efforts, and shall cause its vendors, concessionaires and contractors to use good faith efforts, to minimize any material adverse and/or disruptive effects from the Festival on the residents of and the businesses located in the City.

(d) SHN shall be required to obtain all permits, licenses and approvals identified in Exhibit B (collectively, the “**Permits**”) (and the cost to obtain each such permit is set forth in Exhibit B) to hold the Festival and conduct the Permitted Uses in accordance with the terms and conditions set forth in this Agreement. The Permits listed in Exhibit B do not necessarily represent an exhaustive list of all permits, licenses and/or approvals which may be required to conduct the Festival. SHN shall be responsible to ascertain and acquire all necessary permits, licenses and/or other approvals which may be necessary from applicable local and/or State agencies in order to conduct the Festival. SHN shall diligently apply for all such permits, licenses and approvals and the issuance of all such permits, licenses and approvals shall be subject to the ordinary conditions applicable to same. AP shall assist SHN with the issuance of all such permits, licenses and approvals and, further, shall not unreasonably withhold, condition or delay the issuance of such permits, licenses and approvals.

(e) SHN agrees that it has inspected the Facilities and agrees to accept same “AS-IS.” SHN finds and accepts that the Facilities are safe and reasonably suited for the Festival. Except as expressly made in this Agreement, AP makes no representations or warranties with respect to the condition of the Facilities or their suitability for SHN’s use. AP represents and warrants that the Facilities have been maintained and will be maintained in a commercially reasonable and safe manner and in compliance with all applicable laws. Designated representative(s) of AP and SHN will inspect the Facilities to determine and memorialize what conditions and damages to the Facilities, if any, exist prior to the Festival on the following dates: on

Thursday, September 15, 2022 for the 2022 Festival; on Thursday, September 14, 2023 for the 2023 Festival; and on Thursday, September 12, 2024 for the 2024 Festival. The same designated representative(s) of AP and SHN will inspect the Facilities once again to determine what damages to the Facilities, if any, have occurred as a result of the Festival on the following dates: on Wednesday, September 21, 2022 for the 2022 Festival; on Wednesday, September 20, 2023 for the 2023 Festival; and on Wednesday, September 18, 2024 for the 2024 Festival. SHN shall be required to remove all of its equipment and to clean up and remove all trash, garbage and other debris left in or around the Facilities as a result of the Festival at its own cost and expense no later than 8:00 p.m. (EST) on Wednesday, September 21, 2022 for the 2022 Festival; on Wednesday, September 20, 2023 for the 2023 Festival; and on Wednesday, September 18, 2024 for the 2024 Festival, so that AP and SHN can complete the post-Festival inspection required to be undertaken pursuant to this Paragraph. SHN shall be required to return the Facilities to the same or reasonably similar condition as that which existed immediately prior to the Festival. The payment for damages directly caused by the Festival shall be the sole responsibility of SHN, except to the extent that any damages are caused by AP, its departments, or their respective officers, directors, employees, or representatives.

(f) SHN shall be solely responsible for the collection of all solid waste, rubbish, trash, etc. (collectively, "solid waste"), as well as all recyclable refuse ("recyclables"), generated in and immediately around the Facilities over the course of the Festival, and for the removal of same. Recyclables shall be separated from all other forms of solid waste. Removal of all solid waste and recyclables from the Facilities and adjacent areas shall be conducted by SHN regularly during the course of the Festival. Final removal of all solid waste and recyclables from the Facilities and adjacent areas shall be effectuated no later than 8:00 p.m. (EST) on Wednesday, September 21, 2022 for the 2022 Festival; on Wednesday, September 20, 2023 for the 2023 Festival; and on Wednesday, September 18, 2024 for the 2024 Festival.

(g) AP agrees that SHN may, at its sole cost and expense, and under the supervision and direction of the AP Department of Public Works, remove certain railings from the AP boardwalk, and may construct temporary steps leading from the boardwalk to the beach areas, in order to facilitate the Festival. Any such railings removed shall be reinstalled and any such temporary steps constructed shall be removed under the supervision and direction of the AP Department of Public Works no later than 5:00 p.m. (EST) on Tuesday, September 20, 2022 for the 2022 Festival; on Tuesday, September 19, 2023 for the 2023 Festival; and on Tuesday, September 17, 2024 for the 2024 Festival.

2. Fees and Costs.

(a) For and in consideration of AP's grant of the use of the Facilities for conducting the Festival (including but not limited to all required street closures, temporary signage rights, etc.) and the Permitted Uses, SHN agrees to pay to AP the sum of **Seventy Five Thousand and 00/100 Dollars (\$75,000.00)** per year (the "Fee") **by certified or cashier's check, or by wire transfer. The Fee shall be paid as follows: On or before the close of business on Friday, September 9, 2022 for the 2022 Term; on or before the close of business on Friday, September 8, 2023 for the 2023 Term; and on or before the close of business on Friday, September 6, 2024 for the 2024 Term.** The Fee shall be deposited into the Attorney Trust Account of the City Attorney (the "Escrow Agent") immediately following receipt. The Escrow Agent shall hold the Fee in trust in a separate account and shall not commingle the Fee with other funds. Immediately upon completion of the Festival, Escrow Agent shall distribute the Fee in accordance with this Agreement.

(b) In addition to the fee, SHN shall pay to AP the following sum per ticket sold: **Four and 00/100 Dollars (\$4.00)** per ticket sold for the 2022 Festival; **Five and 00/100 Dollars (\$5.00)** per ticket sold for

the 2023 Festival; and **Six and 00/100 Dollars (\$6.00)** per ticket sold for the 2024 Festival. The number of tickets sold shall be determined by SHN's audit (the "Audit"), and shall include tickets of every type (i.e., single day, entire weekend, etc.) that are sold, but shall not include complimentary tickets or tickets given to artists or sponsors. SHN agrees that it shall provide the Audit to AP on or before the close of business on Wednesday, October 6, 2022 for the 2022 Festival; on or before the close of business on Wednesday, October 4, 2023 for the 2023 Festival; and on or before the close of business on Wednesday, October 2, 2024 for the 2024 Festival. The Audit shall be certified by an officer of SHN to be true and accurate. All payments due to AP as provided for herein shall be based upon the final Audit, and shall be made no later than Wednesday, October 19, 2022 for the 2022 Festival; no later than Wednesday, October 18, 2023 for the 2023 Festival; and no later than Wednesday, October 16, 2024 for the 2024 Festival. Such payments shall be made without previous demand therefor and without any offset or deduction whatsoever.

(c) In addition to the Fee, SHN shall be responsible for the actual cost of the provision of Police, Fire, EMS, lifeguard services, construction services, DPW services (over and above those normally provided for the area around the Festival), and any necessary clean-up services provided by AP for the Festival, and any other necessary miscellaneous services provided by AP, including the City's legal costs associated with the preparation of the within Agreement and the conduct of the Festival (collectively, the "City Services"), which services, fees and related costs are estimated in Exhibit C (the "Costs"). **The Costs set forth in Exhibit C represent a reasonable estimate of the anticipated costs to be expended by AP for the City Services; however, in the event that AP reasonably elects, in the interest of public safety and within its sole reasonable discretion, to deploy additional resources, then SHN shall be required to pay for those additional costs (also referenced as the "excess costs") at the same rates listed in Exhibit C.**

The Costs for the 2023 Festival and the 2024 Festival, as itemized in Exhibit C, shall be updated and approved by the Parties no later than August 1st of each year.

SHN shall pay to AP an amount equal to the Costs by certified or cashier's check **or by wire transfer on or before the close of business on the following dates: Friday, September 9, 2022 for the 2022 Festival; Friday, September 8, 2023 for the 2023 Festival; and Friday, September 6, 2024 for the 2024 Festival.** The Costs shall also be deposited into the Attorney Trust Account of the Escrow Agent immediately following receipt. The Escrow Agent shall hold the Costs in trust in a separate account and shall not commingle the Costs with other funds. Following the Festival, the Escrow Agent shall disburse the Costs to AP in accordance with this Agreement.

The Parties recognize that SHN is only responsible to pay the actual costs associated with the City Services based upon the specific level of staffing/scope of work that is actually utilized for the Festival, based upon the rates specified in Exhibit C. As such, if a reduced scope of work or less staffing in any instance is actually required and performed by AP, then SHN will only be required to pay the amount associated with the actual work/service(s) performed. Likewise, if an increased scope of work or additional staffing in any instance is actually required and performed by AP, then SHN shall be required to pay the "excess costs" associated with the additional actual work/service(s) performed.

The Costs do not include any amounts which may be related to "Emergency Conditions" (defined below) as rendered by AP or by any other municipal, county or state agency and billed to AP, which shall be the sole responsibility of SHN.

In the event of an "Emergency Condition" (as defined herein), SHN shall be responsible for the actual costs associated with all of the services rendered by AP or by any other **municipal, county or state**

agency and billed to AP, as required to ensure public safety at the Festival. **“Emergency Conditions”** shall mean conditions and circumstances which involve a high likelihood of personal injury or death and/or property damage, such that the concern for public safety requires the deployment of resources and manpower significantly exceeding those initially anticipated. “Emergency Conditions” include, but are not necessarily limited to, severe weather (floods, tornados, hurricanes, tsunami), civil unrest and terrorism.

(d) To secure payment of any “excess costs” and/or costs associated with Emergency Conditions, SHN shall deposit with Escrow Agent an additional sum equal to one-half (1/2) of the Costs (the **“Security”**) via certified or cashier’s check, **or by wire transfer**, on or before the close of business on **Friday, September 9, 2022 for the 2022 Festival; on or before the close of business on Friday, September 8, 2023 for the 2023 Festival; and on or before Friday, September 13, 2024 for the 2024 Festival**. Following receipt, the Escrow Agent shall likewise deposit the Security into the Attorney Trust Account of the Escrow Agent. The Escrow Agent shall hold the Security in trust in a separate account and shall not commingle the Security with other funds. Following the Festival, the Escrow Agent shall disburse the Security in accordance with this Agreement.

AP shall prepare an accounting of all of the actual costs expended by AP (and/or provided by any other outside agencies) and shall provide same to SHN by the following dates: by Monday, October 3, 2022 for the 2022 Festival; by Monday, October 9, 2023 for the 2023 Festival; and by Monday, October 7, 2024 for the 2024 Festival. The deposits previously made by SHN for the Costs associated with City Services and for Security, as referenced above, shall be used by AP to pay the following: (1) the actual costs associated with the City Services (including any “excess costs” deemed necessary by the City); (2) the actual costs **associated with services rendered by any other municipal, county or state agency, and billed to AP**; and (3) the actual costs associated with any services necessary to deal with Emergency Conditions. If the actual costs itemized in the preceding sentence exceed the deposits previously made by SHN for City Services and Security, then SHN shall pay the balance due to AP no later than Monday, October 24, 2022 for the 2022 Festival; Monday, October 23, 2023 for the 2023 Festival; and Monday, October 21, 2024 for the 2024 Festival, via certified or cashier’s check **or by wire transfer**. If, on the other hand, the actual costs are less than the deposits previously made by SHN for City Services and Security, then AP shall return the balance to SHN no later than Monday, October 24, 2022 for the 2022 Festival; Monday, October 23, 2023 for the 2023 Festival; and Monday, October 21, 2024 for the 2024 Festival.

(e) In addition to the fees and costs referenced in Sections (a) through (d) above, SHN shall be solely responsible for any and all costs associated with the provision of private security personnel in order to maintain peace and order within the Facilities during the Festival. A description of the extent and number of such private security personnel shall be provided by SHN to AP’s Deputy Police Chief for his approval no later than seven (7) days prior to the Festival. SHN agrees to abide by all reasonable requirements specified by the AP Deputy Police Chief relating to the provision of said private security personnel.

3. **Temporary Signage.** SHN shall have the right to temporary signage in and around the immediate vicinity of all areas of the Facilities for the purposes of Festival way-finding, marketing, promotional and related uses (collectively, **“Temporary Festival Signage”**). SHN is entitled to grant marketing, promotional and related rights to third parties for Temporary Festival Signage at the Festival within the Facilities. The placement of any Temporary Festival Signage and the conduct of any promotions and related activities within the Facilities, including but not limited to, promoting and/or marketing of a specific promotional or marketing platform or initiative within any product or service category, shall be in SHN’s sole and absolute discretion. All Temporary Signage shall be removed by no later than 8:00 p.m. (EST) on Monday, September 19, 2022 for the 2022 Festival; Monday, September 18, 2023 for the 2023 Festival; and Monday, September 16, 2023 for the 2023 Festival. Any damage caused by the installation

and/or removal of such Temporary Signage, or the reimbursement to AP relating to said damage, shall be the sole responsibility of SHN.

4. **Festival Name.** SHN shall own one hundred percent (100%) of the rights to the Festival's name and any related intellectual property ("**Intellectual Property**"). SHN may grant a license to AP to use the Intellectual Property for any purpose related to the Festival, subject to the terms of a separate agreement. SHN agrees that it will not use the registered mark "Asbury Park Where Music Lives" without obtaining AP's prior written permission. AP shall not enter into and shall not permit or license any third party to enter into any sponsorship arrangement using the Intellectual Property.

5. **Announcements.** SHN reserves the right to make announcements as SHN may deem necessary at any time in the interest of public safety in the Facilities, in substantially the form of certain communication protocol to be developed and mutually approved by the Parties following execution of this Agreement but prior to the Festival. AP agrees that it will cooperate and will cause its agents and employees to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to exit the Facilities. SHN retains the exclusive right in the Facilities of technical control and crowd management, including in the event that SHN deems it necessary for crowd control purposes to control access or to shut off power in the Facilities or because of maintenance or other problems remove any of the technical personnel and/or equipment from unauthorized areas. However, in any cases of emergency, SHN shall yield to the requirements of the AP Police and Fire Departments.

6. **Marketing Points.** Each Party agrees that, in appropriate marketing and promotion of the Festival, SHN shall identify the City of Asbury Park as the Festival location. AP shall provide mutually agreed upon marketing support for the Festival.

7. **Utilities, Electricity, Water.** SHN shall, at its sole cost and expense, contract with applicable third parties for the provision of electricity, water and other utility services necessary for the Festival, provided, however that AP shall cooperate, at no cost or expense to AP, and reasonably assist SHN with obtaining such services, including but not limited to granting reasonable access rights and easements to the applicable service providers for the purpose of installing and providing such services. Notwithstanding anything contained herein to the contrary, AP shall operate and maintain the existing municipal infrastructure serving the Facilities in good operating condition for the Festival, including but not limited to utilities, lights, pipes, plumbing, sewer and water, and water drainage. In addition, AP shall coordinate turning on and off lights in and around the Facilities, as requested by SHN.

8. **Lost Articles.** Subject to applicable laws, SHN shall have the sole right to collect and have custody of articles left in the Facilities by persons attending the Festival. SHN shall use reasonable efforts to return such property to the rightful owners in accordance with applicable laws. Persons in AP's employ shall not interfere with the collection or custody of such articles.

9. **Coordination of Activities; Emergencies.** The Parties shall reasonably cooperate with each other and keep each other informed on an ongoing and continuous basis with respect to their activities and responsibilities in connection with the Festival. In all cases of emergency, the AP Police and/or Fire Departments shall have sole authority and jurisdiction to maintain public safety within the Facilities.

10. **Credentials.** The following officers and designated employees of AP shall have access to the Facilities at all times during the Festival upon presentation of the authorized event credentials to be supplied by SHN: Police Chief David Kelso; Fire Chief Kevin Keddy; City Manager Donna Vieiro; Fire

Official Tee Gates; Construction Official George Selah; Public Works Director Robert Bianchini; or any of their respective successors or designees. Such credentials are to be appropriately displayed. The distribution of such credentials to AP's designated officers and employees shall be performed by SHN or its designee.

11. **INDEMNIFICATION.**

SHN AGREES TO INDEMNIFY, RELEASE, DEFEND AND HOLD AP AND ITS DEPARTMENTS, PARTNERS, AFFILIATES, DIVISIONS, COUNCIL MEMBERS, ALL ELECTED AND APPOINTED OFFICIALS, DIRECTORS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, INSURERS, THE NEW JERSEY INTERGOVERNMENTAL INSURANCE FUND ("NJIF"), AGENTS, PROFESSIONALS AND REPRESENTATIVES (INDIVIDUALLY AND COLLECTIVELY REFERRED TO HEREIN AS THE "AP PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LOSSES AND CLAIMS (INDIVIDUALLY AND COLLECTIVELY REFERRED TO HEREIN AS "CLAIMS") TO THE EXTENT SUCH CLAIMS ARE RELATED TO (A) BODILY INJURY OR PROPERTY DAMAGE WHICH IS CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE SHN PARTIES (AS DEFINED BELOW); (B) SHN'S BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT; AND (C) SHN'S VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OR LAWS RELATED THERETO. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SHN HAS NO INDEMNIFICATION OBLIGATIONS TO THE EXTENT SAID CLAIMS ARE BASED ON THE NEGLIGENCE OR WILLFULL MISCONDUCT OF THE AP PARTIES.

THE INDEMNIFICATION PROVISIONS CONTAINED THROUGHOUT THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR MATTERS THAT OCCUR DURING THE TERM OF THIS AGREEMENT AND SHALL NOT BE LIMITED OR CONDITIONED ON THE AVAILABILITY OF THE INSURANCE COVERAGES SET FORTH IN PARAGRAPH 12 HEREOF.

THE SHN PARTIES SHALL BE DEFINED, FOR PURPOSES OF THIS SECTION, COLLECTIVELY AS FOLLOWS: SHN AND ITS PARENTS, MEMBERS, PARTNERS, AFFILIATES, DIVISIONS AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, VOLUNTEERS, AGENTS, AND REPRESENTATIVES AND ALL PERSONS PROVIDING ENTERTAINMENT AT OR SERVICES TO OR THROUGH SHN WITH REGARD TO PREPARATION FOR AND CONDUCT OF THE FESTIVAL.

12. **Insurance Requirements.** SHN covenants and agrees to maintain and pay all premium costs and policy deductibles/self-insured retentions for the following insurance coverages in amounts not less than specified throughout the duration of the 2022 Term, the 2023 Term, and the 2024 Term; it being understood that each such policy must be an "occurrence form" of coverage and not "claims made" policies:

(a) Statutory Workers' Compensation including Employer's Liability Insurance, subject to limits of not less than One Million Dollars (\$1,000,000.00), affording coverage under applicable worker's compensation laws.

(b) Commercial General Liability Insurance for limits of not less than Three Million Dollars (\$3,000,000.00) per occurrence Bodily Injury and Property Damage combined; Three Million Dollars (\$3,000,000.00) per occurrence Personal and Advertising Injury; Three Million Dollars (\$3,000,000.00)

aggregate Products and Completed Operations Liability; Five Hundred Thousand Dollars (\$500,000.00) Fire Legal Liability, and Three Million Dollars (\$3,000,000.00) general aggregate limit per event. The policy shall be written on an occurrence basis. In addition, SHN or the contractor providing alcoholic beverages shall maintain liquor liability coverage with a limit of not less than Five Million Dollars (\$5,000,000.00).

(c) Automobile Liability Insurance with a limit of not less than Three Million Dollars (\$3,000,000.00) combined and covering all owned, non-owned and hired vehicles.

(d) Umbrella Liability Insurance at not less than Nine Million Dollars (\$9,000,000.00) limit providing excess coverage over all limits and coverages noted in paragraphs (b) and (c) above. This policy shall also be written on an occurrence basis.

(e) The Policies set forth in Paragraphs (b), (c) and (d) above shall be endorsed to list the AP Parties as “Additional Insureds” with respect to any and all Claims and the requirements of this Paragraph 12 (e). Further, coverage for the “Additional Insureds” will apply on a primary basis for matters for which SHN is liable under this Agreement irrespective of any other insurance, whether collectible or not. Terrorism coverage will be included on all said policies of insurance and each shall include an endorsement with a waiver of subrogation in favor of AP. Fireworks displays and amusement rides shall be subject to additional insurance requirements by the party providing such services. SHN shall ensure that all independent contractors utilized by SHN to provide services at the Festival maintain appropriate Workers Compensation insurance coverage, it being understood that those entities are not employees of AP.

(f) SHN will deliver to AP satisfactory evidence of the aforescribed insurance coverage on a certificate form approved by AP along with copies of the subject policies with all endorsements, by the following dates: no later than Friday, September 9, 2022 for the 2022 Festival; no later than Friday, September 8, 2023 for the 2023 Festival; and no later than Friday, 6, 2024 for the 2024 Festival. All required insurance will be placed with carriers licensed to do business in the state of New Jersey and which have a rating in the most current edition of A.M. Best’s Property Casualty Key Rating Guide that is reasonably acceptable to AP. SHN will provide AP with thirty (30) days written notice of cancellation or non-renewal.

(g) The insurance obligations stated in this section are independent of, and shall not be affected by the scope or validity of, any other indemnity or insurance provisions in other sections of this Agreement.

(h) SHN shall make best efforts to procure policies of insurance to reduce or eliminate their per claim deductibles to bring them beneath Two Hundred Thousand Dollars (\$200,000.00) per claim.

13. **Transfer Restrictions.** SHN shall not assign, delegate or transfer, including by operation of law, sale of assets, merger or otherwise, this Agreement or any of its rights or obligations, in whole or in part, under this Agreement to any third party without AP’s prior written consent, except that SHN has the right, without obtaining AP’s consent, to assign, delegate or transfer this Agreement and any of its rights or obligations (in whole or in part) to any contractor providing services in connection with the Festival and to any affiliate or subsidiary without releasing SHN from any liability in accordance with the terms of this Agreement.

14. **Force Majeure Event.** For purposes of this Agreement, the term “**Force Majeure Event**” shall be defined as the occurrence of any of the following (to the extent the same is not reasonably foreseeable at the time of drafting the within Agreement): an act of God, war, terrorism, civil commotion, casualty, extreme weather conditions, epidemics/pandemics, labor difficulties, general shortages of labor,

materials or equipment, government regulations (including but not limited to the proclamation and entry of Executive Orders by the Governor of the State of New Jersey which may affect the Festival) or other causes beyond the reasonable control of such Party, its agents, employees, contractors or subcontractors (other than causes related to such Party's financial condition, and the willful misconduct of the other Party to this Agreement or the default by the other Party to this Agreement). In order for a Party to benefit from an extension of time to perform as a result of a Force Majeure Event, the delayed Party must (a) have provided notice to the other Party of such Force Majeure Event within ten (10) business days after the delayed Party first learns of such event; (b) thereafter periodically keep the other Party reasonably informed by notice of such delays; and (c) have used its commercially reasonable efforts and reasonable due diligence to affect the required performance and overcome the Force Majeure Event. The provisions of this Section shall in no event be applicable with respect to the payment of money by any Party. In the event the Festival is rendered impossible by reason of a Force Majeure Event, and the Festival is cancelled and not rescheduled, SHN shall nevertheless be responsible for one hundred percent (100%) of the portion of the Costs actually incurred by AP for the cancelled Festival for which SHN would otherwise be required to reimburse AP for under this Agreement and upon payment of same, the Fee shall be concurrently returned to SHN along with the unused portion of the Costs, provided, however, that the Parties shall use reasonable efforts to mitigate such Costs. If only a portion of the Festival is rendered impossible by reason of a Force Majeure Event, then the Fee shall be equitably abated. In the event of cancellation of all or any portion of the Festival, both Parties will use commercially reasonable efforts to re-schedule. In the event that the Festival must be cancelled and not rescheduled due to a Force Majeure Event, AP shall have no responsibility or liability whatsoever for any losses that may be sustained by SHN as a result of such cancellation.

15. Intentionally omitted.

16. Notices. Except as otherwise expressly provided in this Agreement, any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be delivered either by certified or registered mail, return receipt requested, postage prepaid by United States mail, addressed to a Party at its address as set forth herein, in the case of SHN, Attention: **Tim Sweetwood** (see below). All notices shall be deemed delivered as follows: (1) upon actual receipt thereof if personally delivered; or (2) if mailed by regular mail, on the third day following deposit in the United States mails as provided above; or (3) if sent via electronic communication (e-mail), immediately upon successful transmission of the e-mail communication; or (4) if sent by facsimile, immediately upon confirmation of successful transmission of the facsimile. Any Party may change the address at which it receives notices by notifying the other Party of such change in the manner provided herein.

Copies of any notices sent to SHN shall be sent to:

Tim Sweetwood, SHN
634 N. Highland Ave., NE
Atlanta, GA 30307
E-mail address: Tsweetwood@c3presents.com

Copies of any notices sent to AP shall be delivered to the AP City Manager at the following address:

City Manager Donna M. Vieiro
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

Fax # (732) 502-5755
 E-mail address: donna.vieiro@cityofasburypark.com

Copies of any notices sent to AP shall also be sent to:

Police Chief David Kelso
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, New Jersey 07712
 E-mail address: david.kelso@cityofasburypark.com

Fire Chief Kevin Keddy
 Asbury Park Fire Department
 800 Main Street
 Asbury Park, New Jersey 07712
 E-mail address: kevin.keddy@cityofasburypark.com

Ansell Grimm & Aaron, P.C.
 1500 Lawrence Avenue
 Ocean, New Jersey 07712
Attention: Frederick C. Raffetto, Esq.
 Fax #: (732) 645-8967
 E-mail address: fcr@ansellgrimm.com

In addition, for purposes of "Emergency Notices," the Parties shall contact each other telephonically and via e-mail as follows:

Tim Sweetwood, C3 Presents
 634 N. Highland Ave., NE
 Atlanta, GA 30307
 E-mail address: Tsweetwood@c3presents.com

AP:

Police Chief David Kelso
 E-mail address: david.kelso@cityofasburypark.com

Deputy Chief Guy Thompson
 E-mail address: guy.thompson@cityofasburypark.com

Fire Chief Kevin Keddy
 E-mail address: kevin.keddy@cityofasburypark.com

City Manager Donna M. Vieiro
 E-mail address: donna.vieiro@cityofasburypark.com

17. **Fees.** The Special Event Permit (\$5,000.00), Beach Rental Fee (\$7,500.00) and the Park Rental Fee (7,500.00) are considered part and parcel of the \$75,000.00 for the festival as per Section 2(a) of the Agreement.

18. **Authorized Signatories.** SHN represents and warrants that it is owned by C3 Presents, LLC, Shaky Festival Holdings, LLC, and Between The Sets LLC, and that C3 Presents, LLC, with a corporate address of 1645 East 6th Street, Austin, Texas 78702, is a wholly owned subsidiary of Live Nation Entertainment, Inc., with a corporate address of 9348 Civic Center Drive, Beverly Hills, CA, 90210-3642.

Each of the signatories represents and warrants that they have obtained, through Board, shareholder, managing member, partner, or governing body approval, or otherwise possess, the requisite legal authority to execute the Agreement and hereby intends to and does bind the Party on whose behalf they have provided their signatures, to the terms of the Agreement.

19. **Civil Rights.** SHN and AP agree not to discriminate against any employees or any applicant for employment based on any category protected under state and federal law, and further agrees to likewise not discriminate for those same reasons against any persons relative to admissions, services or privileges offered to or enjoyed by the general public.

20. **Exhibits.** All exhibits referred to and attached to this Agreement are incorporated herein by this reference. Further, the Parties acknowledge and agree that the areas and configurations depicted in the attached exhibits represent the Parties' intent as of the date of execution of this Agreement, but that the areas depicted in the exhibits are subject to minor modifications, provided such minor modifications are mutually approved by the Parties. The Parties agree to work together and coordinate efforts to effectuate the terms and intent of this Agreement in the case of any minor modifications to the exhibits.

21. **Default.** Each of the following shall constitute a default: (i) a Party makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, (ii) a Party files a voluntary petition in bankruptcy, whether for the purpose of seeking a reorganization or otherwise, (iii) a receiver or trustee is appointed for a Party or its property, (iv) execution is issued pursuant to a judgment rendered against a Party, which judgment is related in any material respect to this Agreement or is reasonably expected to materially interfere with such Party's ability to perform its obligations hereunder, (v) a Party materially breaches any representation or warranty or defaults in the performance or observance of any of its material obligations or agreements contained herein. In the event of a material default, the non-defaulting Party may, upon delivering by personal delivery or facsimile written notice to the defaulting Party, immediately terminate this Agreement and all of the non-defaulting Party's obligations hereunder if the defaulting Party fails to cure such default within ten (10) business days of receipt of such notice or in the event that such default occurs less than ten (10) business days prior to the Festival, such shorter period of time as may be reasonable under the circumstances, or such shorter period if the Festival is scheduled to occur sooner; provided, that such default is capable of being cured and, provided, further, that if the defaulting Party has commenced action to cure such default, it shall be given a reasonable amount of additional time prior to the Festival, if any, to complete such cure. In the event of a material breach or threatened breach by a Party of any of its agreements or obligations hereunder, the other Party hereto shall have the right to seek an injunction and the right to seek any remedy allowed at law or in equity or otherwise as if entry, summary proceeding or other remedies were not provided for herein as well as the right to terminate this Agreement and all of the non-defaulting Party's obligations hereunder if the Party in breach fails to cure such breach as provided above. Any expense or damage which a non-defaulting Party may incur or sustain by reason of the defaulting Party's non-compliance with any of the provisions of this

Agreement shall be due and payable by the defaulting Party to the non-defaulting Party pursuant to the provisions hereof.

22. Intentionally omitted.

23. **Requests for Copies of the Agreement Pursuant to OPRA.** SHN recognizes that AP, as a public entity in New Jersey, is subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1, et seq., as well as the common law right to know. As such, this Agreement shall be considered a public document which shall, upon request, be released in an unredacted format by AP's Municipal Clerk to any requesting party. Therefore, there is no expectation of privacy by SHN to any of the terms and conditions contained in this Agreement, or to the exhibits attached hereto.

24. **Other Provisions.**

(a) This Agreement may not be modified, altered or amended except by a written instrument signed by the Parties hereto. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement. No course of dealing or delay by any Party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that Party, and no waiver by a Party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

(b) This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed wholly therein without regard to any principles of conflicts of laws.

(c) The Parties to this Agreement are independent contractors, and no partnership, joint venture or employment relationship between them is intended or created hereby. No Party shall have the right, power or authority to waive any right, grant any release, make any contract or other agreement, or assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party or to bind the other Party in any manner for anything whatsoever or otherwise to act in the name of the other Party except as expressly set forth in this Agreement.

(d) This Agreement embodies the entire agreement and understanding of the Party with respect to the subject matter hereof and supersedes all prior agreements or understandings, oral or written, with respect to the subject matter hereof. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile and/or electronically scanned signatures shall be deemed original for all purposes.

(e) The obligations and duties of set forth in this Agreement shall be binding upon the Parties and their successors and permitted assigns, and the rights of this Agreement shall inure to the benefit of permitted successors and assigns. The Parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the ____ day of _____, 2022.

ATTEST/WITNESS:

The City of Asbury Park

Lisa Esposito, Deputy City Clerk

By: _____
John Moor, Mayor

SHN Festivals, LLC

By: _____
Tim Sweetwood, SHN
(Title)

Exhibit A

FACILITIES

[See attached]

ACCESS TO SITE

- LOAD IN - A - TRUCKS - 8:00 - 8AM
- LOAD IN - B - FR - 9:00 - 9AM
- LOAD IN - C - FR - 9:30 - 10AM
- LOAD IN - D - FR - 10:00 - 11AM
- LOAD IN - E - SAT - 9:15 - 9AM
- LOAD IN - F - SUN - 9:15 - 9AM
- LOAD IN - G - MON - 9:30 - 9AM
- LOAD IN - H - TUE - 9:30 - 9AM
- LOAD IN - I - THUR - 9:15 - 9AM
- LOAD IN - J - FRI - 9:15 - 9AM
- LOAD IN - K - SAT - 9:17 - 9AM



SEA.HEAR.NOW 2022 154 E. 8TH STREET SUITE 150 ASBURY, NJ 07701 312.488.0711 www.seahearnow.com	EVENT DETAILS		REFERENCE				DRAWING DETAILS		NAVIGATION	
	LOCATION	ASBURY PARK, NJ	EQUIPMENT		QTY	EQUIPMENT	QTY	VERSION	v10 ACCESS MAP	0 25 50 100 FT
	SITE	DT & BEACHFRONT	EQUIPMENT		QTY	EQUIPMENT	QTY	REV DATE	8.5.22	
	DATES	9.17-18.22	EQUIPMENT		QTY	EQUIPMENT	QTY	DRAWN BY	SEA HEAR NOW ASBURY, NJ	
			EQUIPMENT		QTY	EQUIPMENT	QTY	SCALE	AS NOTED	
		EQUIPMENT		QTY	EQUIPMENT	QTY	DRW #	1		

Exhibit A-1**AREAS LICENSED FOR THE SALE AND CONSUMPTION OF ALCOHOL**

[See attached]

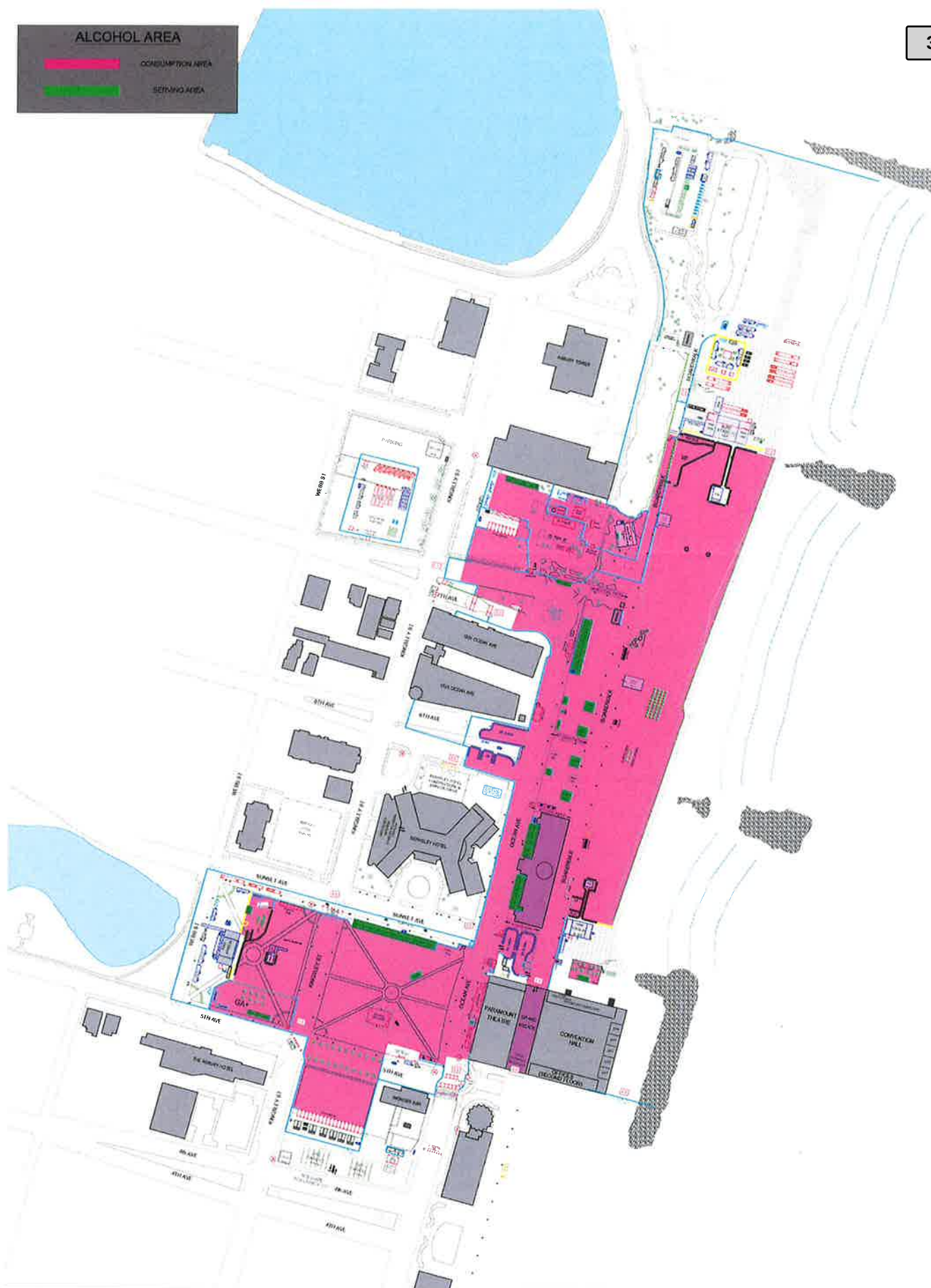


Exhibit A-2**STREET CLOSURES**

[See attached]

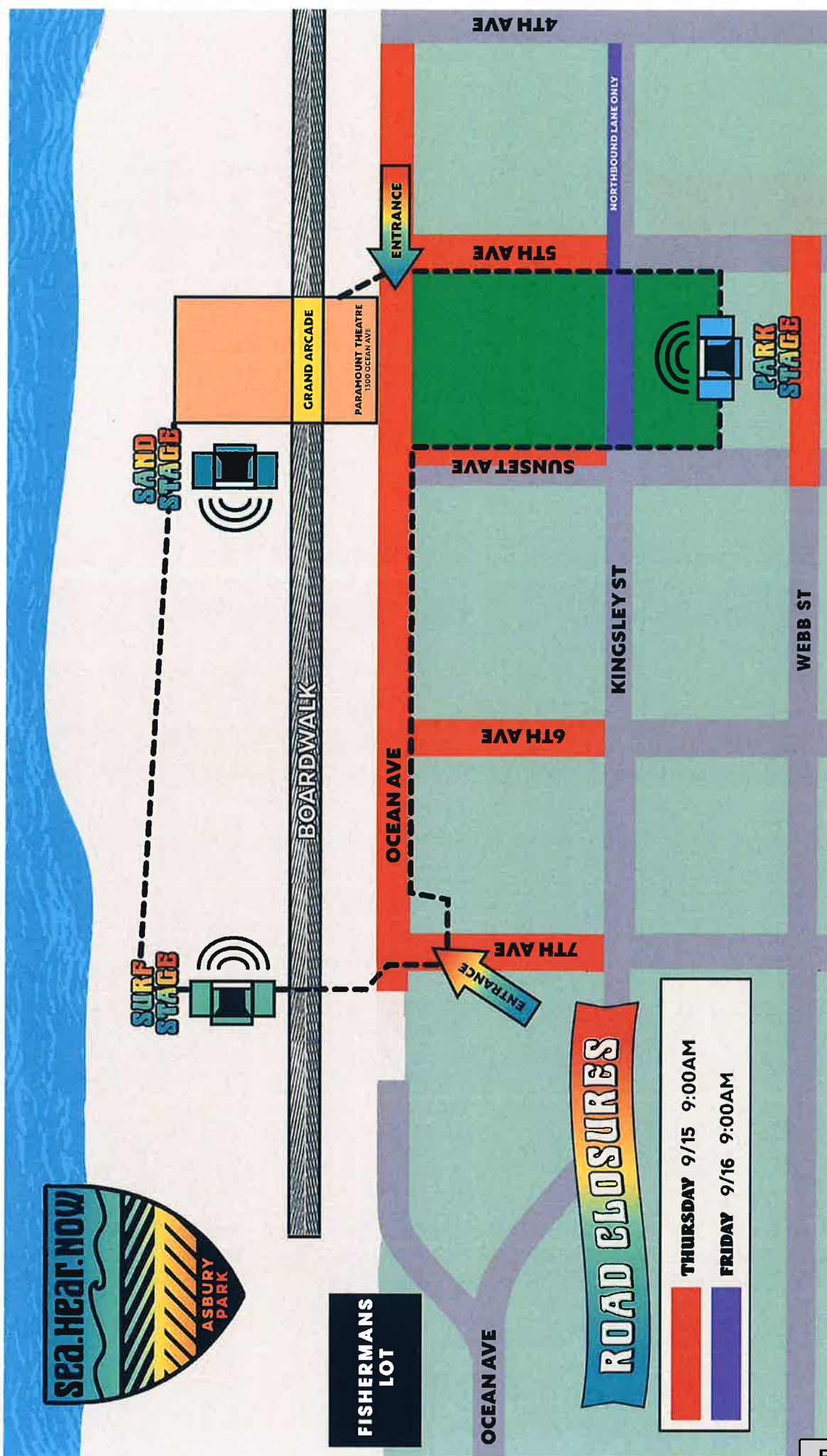


Exhibit A-3
USE SCHEDULE
[See attached]

ACCESS TO SITE

- LOAD IN - A - TRUCKS - 8:00 - 8AM
- LOAD IN - B - FR - 9:00 - 8AM
- LOAD IN - C - FR - 9:30 - 10AM
- LOAD IN - D - FR - 10:00 - 11AM
- LOAD IN - E - SAT - 9:15 - 8AM
- LOAD IN - F - SUN - 9:15 - 8AM
- LOAD IN - G - MON - 9:30 - 7AM
- LOAD IN - H - TUE - 8:15 - 8AM
- LOAD IN - I - THUR - 9:15 - 8AM
- LOAD IN - J - FRI - 9:15 - 8AM
- LOAD IN - K - SAT - 9:17 - 6PM



EVENT DETAILS		REFERENCE				DRAWING DETAILS		NAVIGATION	
LOCATION	ASBURY PARK, NJ	EQUIPMENT	QTY	EQUIPMENT	QTY	VERSION	v10 ACCESS MAP	 0 25 50 100 FT	
SITE	DT & BEACHFRONT	EQUIPMENT	QTY	EQUIPMENT	QTY	REV DATE	8.5.22		
DATES	9.17-18.22	EQUIPMENT	QTY	EQUIPMENT	QTY	DRAWN BY	SEA HEAR NOW		
		EQUIPMENT	QTY	EQUIPMENT	QTY	SCALE	AS NOTED		

Exhibit B**PERMITS/FEES***

1. **Special Event Permit:** Included as part of the Fee set forth in Section 2(a) of the Agreement.
2. **Beach Rental Fee:** Included as part of the Fee set forth in Section 2(a) of the Agreement.
3. **Park Rental Fee:** Included as part of the Fee set forth in Section 2(a) of the Agreement.
4. **Catering Permit(s):** \$150.00 per day, or fee as required per applicable ABC regulations.
5. **Fire Permit(s):** Permit fees as currently required per New Jersey Uniform Fire Code.
6. **Tent Permit(s):** Permit fees as currently required per applicable City Ordinances and/or New Jersey Uniform Fire Code.
7. **Construction Permit(s):** Fees vary depending upon the size and scope of the intended construction- required for each stage to be constructed. Importantly, engineering drawing(s) must be submitted by the applicant and approved by the Asbury Park Construction Department for each stage. Additionally, each stage must be built to withstand winds of up to 110 miles per hour.
8. **Generator Permit(s):** Fees vary depending upon the size and scope of the stage or structure - required for each stage and/or other applicable structure.
9. **Fence Permit(s):** Fees vary depending upon the size and scope of the intended installation - required for fences over six (6) feet in height.
10. **Miscellaneous Permits:**
 - a. Stages - \$4,147.00
 - b. Generators - \$2,410.00
 - c. ADA Platforms- \$ 635.00
 - d. Antennas - \$ 188.00

Total Miscellaneous Permits: \$7,380.00

*The above list does not include any licenses or permits which may be required by any other State, County, or municipal governing body or agency.

Exhibit CESTIMATED CITY SERVICES AND COSTS FOR 2022

Sea Hear Now Cultural Music & Art Festival
Friday, September 16, 2022 through Sunday, September 18, 2022

Asbury Park Police Services: Police Total : \$ 96,100.00

Asbury Park Fire/EMS Services: Fire/EMS Services Total: \$ 37,000.00

Asbury Park Lifeguard Services: Lifeguard Total: \$ 10,400.00
10-person lifeguard patrol for:
Saturday, 9/17/22 and Sunday, 9/18/22

Asbury Park 8th Ave Bathroom Matron Services:
For Saturday, 9/17/22 and Sunday, 9/18/22 (for the 2022 Festival)
Includes Cleaning Supplies \$ 1,600.00

Asbury Park Construction Services: Construction Total: \$ 4,000.00

Asbury Park Legal Services Legal Total: \$ 1,000.00

Asbury Park DPW Services: \$ 27,700.00

Remove and relocate beach lockers	\$ 7,500.00
Removal of trash Cans	\$ 1,000.00
Clean Beach Front	\$ 3,000.00
Set up & remove barricades	\$ 3,000.00
Street sweeper - clean streets	\$ 2,000.00
Litter clean up	\$ 7,000.00
Supervision	\$ 2,500.00
Repairs (sprinkler in Bradley Park)	\$ 500.00
Handicap Mats	\$ 600.00
Misc. - (8 th Ave. restroom flush)	\$ 200.00
Removal of electric from shed	\$ 400.00

Total DPW Estimate \$27,700.00

TOTAL ESTIMATE FOR SERVICES \$177,800.00



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 10, 2022
RESOLUTION SUMMARY

2022-360

City Council's Legislative Intent Regarding The Location Of Medical Cannabis Alternative Treatment Centers Within The City.



RESOLUTION NO. 2022-360

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

RESOLUTION CLARIFYING THE CITY COUNCIL’S LEGISLATIVE INTENT REGARDING THE LOCATION OF MEDICAL CANNABIS ALTERNATIVE TREATMENT CENTERS WITHIN THE CITY OF ASBURY PARK

WHEREAS, on January 18, 2010, the New Jersey State Legislature enacted P.L. 2009, c. 307, known as the “New Jersey Compassionate Use Medical Marijuana Act (the “Act”); and

WHEREAS, the Act made provision for the New Jersey Department of Health and Senior Services to accept applications from entities for permits to operate as “alternative treatment centers” in order to perform activities necessary to provide registered qualifying patients who suffer from certain medical conditions with usable marijuana and related paraphernalia in accordance with the provisions of the Act; and

WHEREAS, on July 2, 2019, the New Jersey State Legislature enacted P.L. 2019, c. 153 (the “2019 legislation”), which comprehensively amended and supplemented the Act; and

WHEREAS, among other things, the 2019 legislation re-named the Act as the “Jake Honig Compassionate Use Medical Cannabis Act,” and expanded upon all of the regulations relative to the medical use of cannabis in New Jersey, including the transfer of all powers, duties and responsibilities with regard to the Act, and the oversight of all activities pursuant to the Act, from the Department of Health and Senior Services to the newly created Cannabis Regulatory Commission; and

WHEREAS, one of the provisions contained in the 2019 legislation requires that any applicant seeking a permit to operate as a medical cannabis cultivator, medical cannabis manufacturer, or medical cannabis dispensary must include, as part of its application, proof that the proposed location will conform to municipal zoning requirements allowing for such activities, along with the submission of proof of local support for the suitability of the location; and

WHEREAS, use of any property within the City of Asbury Park (the “City”) as the site of a “medical cannabis alternative treatment center,” including but not limited to a medical cannabis cultivator, medical cannabis manufacturer, and/or medical cannabis dispensary, has never been permitted in any of the regular zoning districts of the City, nor under any of the Redevelopment Plans which govern the permitted uses allowed in the various redevelopment

areas that have been officially designated within the City pursuant to the New Jersey “Local Redevelopment and Housing Law,” N.J.S.A. 40A:12A-1, *et seq.*; and

WHEREAS, in response to the New Jersey State Legislature’s adoption of the Act and the 2019 legislation, the City’s governing body did not amend the City’s zoning regulations in order to allow any type of “medical cannabis alternative treatment centers,” including but not limited to a medical cannabis cultivator, medical cannabis manufacturer, and/or medical cannabis dispensary, to operate in any of the regular zoning districts of the City, nor under any of the Redevelopment Plans which govern the permitted uses allowed in the various redevelopment areas that have been officially designated within the City; and

WHEREAS, the governing body’s inaction in this regard was a conscious and knowing undertaking, in that the governing body did not believe that any of these facilities represented appropriate land uses to be permitted within the City; and

WHEREAS, before taking any action to permit any of the above referenced facilities in any zoning districts or redevelopment areas of the City, the governing body believed that it would be necessary for further studies to be undertaken to determine whether, and where, such uses may be desirable and feasible, including the receipt of guidance from the municipal Planner and Planning Board on these issues; and

WHEREAS, incorporating any such uses as “permitted uses” within any of the City’s zoning districts and/or redevelopment plans would require the adoption of local legislation in the form of municipal Ordinances, which would require the conduct of public hearings, along with the conduct of all other activities which are required in order to amend Ordinances and/or redevelopment plans generally, pursuant to applicable New Jersey law; and

WHEREAS, none of these activities has occurred as of yet with regard to the location and operation of any type of “medical cannabis alternative treatment center” within the City; and

WHEREAS, more recently, the New Jersey State Legislature enacted P.L. 2021, c. 16, known as the “New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act” (“CREAMMA”), which relates to adult use/recreational cannabis; and

WHEREAS, CREAMMA established six (6) separate classes of adult use/recreational cannabis licenses, including the following: (1) cannabis cultivator; (2) cannabis manufacturer; (3) cannabis wholesaler; (4) cannabis distributor; (5) cannabis retailer; and (6) cannabis delivery service; and

WHEREAS, pursuant to CREAMMA, municipalities in the State of New Jersey were afforded discretion as to whether to permit or prohibit the location and operation of any one or all of the classes of adult use/recreational cannabis establishments within their municipal jurisdictions (with the exception of the operation of cannabis delivery services); however, municipal determinations in this regard were required to be made through the affirmative adoption of an Ordinance within 180 days after the effective date of CREAMMA, or within 180 days from February 22, 2021, or else the municipality’s failure to act would be deemed to permit

the location and operation of certain types of cannabis establishments in the various zoning districts of the municipality; and

WHEREAS, on July 14, 2021, the Asbury Park governing body timely adopted Ordinance No. 2021-25 (the “Opt-Out Ordinance”), which prohibited the operation of any class of adult use/recreational cannabis businesses within the geographical boundaries of the City of Asbury Park, pursuant to CREAMMA, and amended the land development regulations of the City, as well as all existing Redevelopment Plans relating to all established redevelopment areas of the City, accordingly; and

WHEREAS, the City’s Opt-Out Ordinance was adopted in a timely manner in accordance with the 180-day provision required under CREAMMA; and

WHEREAS, the Opt-Out Ordinance made it clear that the legislative intent of the City of Asbury Park was to prohibit all classes of adult use/recreational cannabis from locating within the geographic boundaries of the City; and

WHEREAS, the City’s adoption of the Opt-Out Ordinance, along with its conscious decision not to take any official legislative action to permit any type of “medical cannabis alternative treatment centers” (including but not limited to a medical cannabis cultivator, medical cannabis manufacturer, and/or medical cannabis dispensary) within the geographic boundaries of the City of Asbury Park, evidences the legislative intent of the City Council to prohibit all types of cannabis establishments, whether medical or adult use/recreational, from locating within the City; and

WHEREAS, as relates to “medical cannabis alternative treatment centers,” the governing body is well aware of the longstanding provision contained within the City’s existing zoning Ordinances (at Section 30-15 thereof) which defines the term “prohibited use” to mean “a use or use classification which is not expressly permitted in a zone district”; and

WHEREAS, all types of cannabis establishments, whether medical or adult use/recreational, are considered to be prohibited uses within the City, as they are not expressly permitted in any zone district or in any Redevelopment Plan relating to any existing redevelopment area within the City.

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

1. That the Mayor and City Council hereby declare, affirm, and clarify that it has been the longstanding legislative intent of the City’s governing body to specifically prohibit all forms of cannabis establishments, whether medical or adult use/recreational, from locating within the geographical boundaries of the City of Asbury Park, by virtue of the actions and conscious inactions of the governing body taken to date, as referenced above.

2. That a certified copy of this Resolution shall be provided to each of the following:

- a. Asbury Park Planning Board;
- b. Asbury Park Zoning Board of Adjustment;
- c. Michele Alonso, Director of Planning and Redevelopment;
- d. Jack Serpico, Esq.;
- e. Jeffrey Beekman, Esq.;
- f. Ronald P. Mondello, Esq.;
- g. Frederick C. Raffetto, Esq., Municipal Attorney; and
- h. Donna M. Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-360 which was finally adopted by the City Council at a meeting held on the 10th day of August, 2022

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

LISA ESPOSITO
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, August 10, 2022
REGULAR MEETING

Executive Session - 4:00 p.m.

2022-348 Resolution Authorizing a meeting which excludes the public

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

Council member Clayton arrived at 4:30 PM

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

Deputy City Clerk Lisa Esposito called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

PROCLAMATION

1. Recognizing Diana Pittet
2. Recognizing Celia Morissette

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Chapman had no matters at this time.

Council member Clayton had no matters at this time.

Council member Kendle stated, as most of you know summer is coming to an end very soon and I would like to encourage you all to get involved with some of the city events that we have going on. We have a couple events that's coming up and a couple regular events: Monday night concerts, Music Foundation, Sea. Hear. Now. that will be on the beach. There's a couple more, you can look on our web page. I know that people downtown would be more than happy to see you.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

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

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Lakisha Johnson asked a question regarding the death of Kyshawn Walker and what the city is doing to address gun control; Rita Marano made a comment about the Bans Off Our Bodies Rally; Quasim Johnson made a comment about council members, and police presence at the Asbury Park Housing Authority; Penny Dees made a comment regarding crime and in the city; Matt Daniels made a comment about the death of Kyshawn Walker, gun violence, and police presence in the city; and Michele Hassler made a comment about the death of Kyshawn Walker.

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

MINUTES

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

1. Municipal Council- Executive Meeting July 27, 2022 5:00 PM
2. Municipal Council - Regular Meeting - Jul 27, 2022 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

- 2022-349 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Pettibone Paradise, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-350 Resolution Approving 2022-2023 Alcoholic Beverage Control License for Asbury Two Liquor License, LLC in the City of Asbury Park, County of Monmouth, New Jersey
- 2022-352 Resolution Appointing Members to the Zoning Board of Adjustment

INDIVIDUAL RESOLUTIONS

- 2022-351 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Stefan Aschan for properties located at 509 Third Avenue and 614 Second Avenue, Asbury Park, New Jersey

RESULT:	DEFEATED [2 TO 3]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Jesse Kendle, John Moor
NAYS:	Eileen Chapman, Yvonne Clayton, Amy Quinn

- 2022-353 Resolution Approving Payment of Bills

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

- 2022-343 Resolution of The Mayor and Council of the City of Asbury Park, Acting as the Waterfront Redevelopment Entity, Granting Conceptual Approval to Madison Asbury Retail LLC, For Modifications To The Façade Of The Third Avenue Pavillion, 1000 Ocean Avenue Parcel in Block 4502, Lot 1.10 and Referring the Matter to the Planning Board For Appropriate Approvals.

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

2022-354 Resolution Awarding a Contract to Taylor Fence Company for New Fencing at Springwood Park

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

2022-355 Resolution Awarding of a Contract to Millennium Communications Group for Yearly Camera Support and Service

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

2022-356 Resolution Authorizing Membership with the Keystone Purchasing Network Cooperative Purchasing Program

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

2022-357 Resolution of The Mayor And Council of The City of Asbury Park, Acting as The Redevelopment Entity, Authorizing A Temporary Cellular Installation on The Northwest Portion of Block 4306, Lot 2 and the Northeast corner of Block 4105, Lot 4 Within The Waterfront Redevelopment Area

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

2022-358 Resolution Approving Change Order #5 for Bond Street Improvements Project

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

2022-359 Resolution Authorizing The Execution Of A “Use And License Agreement” With SHN Festivals, LLC, Concerning A Live Cultural Music And Art Festival To Be Held In A Designated Portion Of The Asbury Park Waterfront Area On Certain Specified Dates In 2022, 2023, And 2024, And Authorizing The Issuance Of A Special Events Permit(S) In Connection Therewith

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

2022-360 Resolution Clarifying The City Council’s Legislative Intent Regarding The Location Of Medical Cannabis Alternative Treatment Centers Within The City Of Asbury Park

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

ADJOURNMENT

The meeting was adjourned at 6:57 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 6:57 PM.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk