



Agenda
Meeting of the Municipal Council
Wednesday, August 14, 2024
REGULAR MEETING 6:00 PM

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

2024-383 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. 1209 Ocean Avenue, Block 4105, Lots 3, and 4, Somerset Asbury Park Urban Renewal – Subsequent Developer Agreement
2. Parking Garage at Transportation Center Parking Lot RFP Contract
3. Sackman Asset Management for 512 Summerfield Avenue Block 3101, Lot 3 – Parking Agreement
4. 1001 First Avenue Redevelopment Plan Agreement Amendment
5. Purchase and Sale Agreement Concerning Block 704, Lots 9 and 10 - Asbury Park Housing Authority
6. CDM Smith - Wastewater Treatment Plant Assistance and Various Design Improvements Professional Services Contract Amendment
7. 316 Main Street Proposed Agreement

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 22, 2024, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications:

Items to be Presented:

1. Presentation of 2024 Transportation Update
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 31, 2024 4:00 PM
- Municipal Council - Regular Meeting - Jul 31, 2024 6:00 PM

C. Individual Resolutions

- 2024-384 Resolution Approving Payment of Bills
- 2024-385 Resolution Approving Special Event Applications
- 2024-387 Resolution Authorizing the Purchase of Various Computers and Accessories Needed for Citywide Computer Replacement
- 2024-388 Resolution Authorizing Purchase of Access Control Security System at Various Locations Citywide
- 2024-389 Resolution Authorizing Payment to the Boys & Girls Club of Monmouth for Public Facility Upgrades through Community Development Block Grant (CDBG) Funds
- 2024-390 Resolution Authorizing Payment to the Mercy Center for Public Facility Upgrades through Community Development Block Grant (CDBG) Funding
- 2024-391 Resolution Authorizing Payment to Community Affairs Resource Center for a Public Facility Upgrade through Community Development Block Grant (CDBG)
- 2024-392 Resolution Authorizing Payment to UFBC Manna Pantry for a Public Facility Upgrade through Community Development Block Grant (CDBG) Funding
- 2024-393 Resolution Authorizing Fiber Cable Installation at the New Fire Department Headquarters
- 2024-394 Resolution Authorizing an Annual Service Agreement with Power DMS for the Police Department
- 2024-395 Resolution Amending a Shared Service Agreement with Passaic Valley Sewerage Commission for Sludge Disposal

- 2024-396 Resolution Approving Change Order #1 for the 2022 Roadway Improvement Program
- 2024-397 Resolution Awarding a Bid for Asbury Avenue Bikeway Improvements
- 2024-398 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Melvin and Barbara Daniels for Property located at 1308 Fourth Avenue, Asbury Park
- 2024-399 Resolution Amending Resolution No. 2024-337 Approving 2024-2025 Alcoholic Beverage Control License For House Of Independents, LLC In The City Of Asbury Park, County Of Monmouth, New Jersey
- 2024-400 Resolution Amending Resolution 2024-295 Approving 2024-2025 Alcoholic Beverage Control License For RBAR AP, LLC In The City Of Asbury Park, County Of Monmouth, New Jersey, In Certain Limited Respects
- 2024-401 Resolution Amending The Scope Of Engineering Services To Be Performed By CDM Smith, Inc., Relating To The Design Of Phase I Wastewater Treatment Plant Improvements In Order To Include Odor Control

D. Ordinances

1. Introduction

- 2024-28 Ordinance of The City of Asbury Park, In The County of Monmouth, State Of New Jersey, Authorizing The Execution of a First Amendment To a Lease Agreement With Asbury Partners, LLC, Cajun Fish Holdings, LLC and AP Five Prop Holdings, LLC For Certain Property Within The Asbury Park Waterfront Redevelopment Area
- 2024-29 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons In The City Of Asbury Park along Bond Street, And Amending And Supplementing Section 7-36, Entitled, "Handicapped Parking," Of Chapter VII, "Traffic," Of The "Revised General Ordinances Of The City Of Asbury Park, New Jersey."
- 2024-30 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons residing at 1515 Summerfield Avenue In The City Of Asbury Park, And Amending And Supplementing Section 7-36, Entitled, "Handicapped Parking," Of Chapter VII, "Traffic," Of The "Revised General Ordinances Of The City Of Asbury Park, New Jersey."

2. Second Reading/Public Hearing

- 2024-27 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons In The City Of Asbury Park along Grand Avenue, And Amending And Supplementing Section 7-36, Entitled, "Handicapped Parking," Of Chapter VII, "Traffic," Of The "Revised General Ordinances Of The City Of Asbury Park, New Jersey."

E. Adjournment

**RESOLUTION NO. 2024-383****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 14, 2024 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. 1209 Ocean Avenue, Block 4105, Lots 3, and 4, Somerset Asbury Park Urban Renewal – Subsequent Developer Agreement
2. Parking Garage at Transportation Center Parking Lot RFP Contract
3. Sackman Asset Management for 512 Summerfield Avenue Block 3101, Lot 3 – Parking Agreement
4. 1001 First Avenue Redevelopment Plan Agreement Amendment
5. Purchase and Sale Agreement Concerning Block 704, Lots 9 and 10 - Asbury Park Housing Authority
6. CDM Smith - Wastewater Treatment Plant Assistance and Various Design Improvements Professional Services Contract Amendment
7. 316 Main Street Proposed Agreement

B. Attorney-Client Privilege:

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

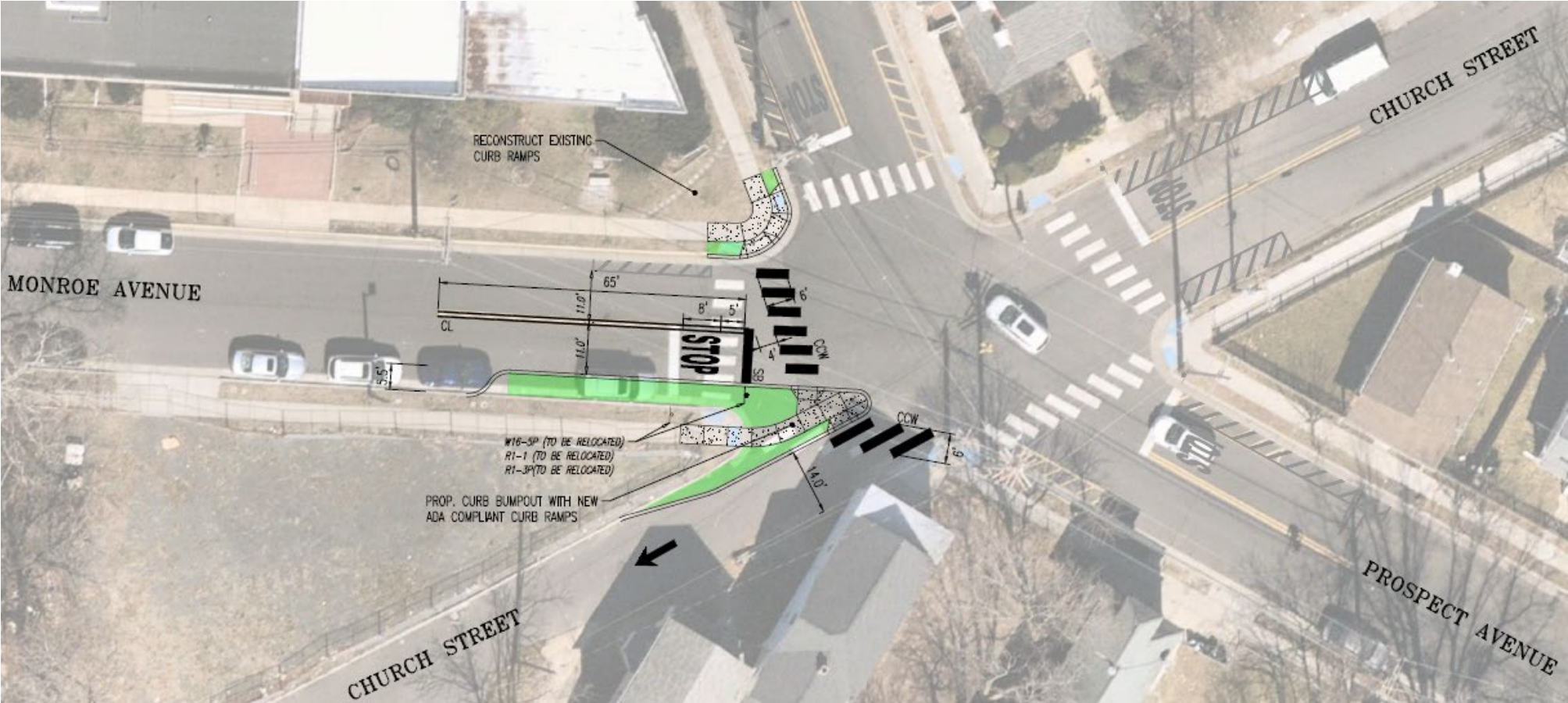
LISA ESPOSITO
CITY CLERK

Transportation Update Presentation 2024

James Bonanno
Director of Transportation

Completed Projects

Intersection of Prospect/Monroe/Church



Converted to four-way stop and seeking funding for corner extension

Temporary Loading Zones



Attachment: Transportation Update Presentation 2024 (DOC-2024-3 : 2024 Transportation

Scooter Share

- Launched May 24, 2024
- 17,835 trips over two minutes in June
- 2.32 rides per vehicle per day
- Median trip distance of 1.005 miles
- Median minutes per ride of 8 minutes
- 41,000 trips made since launch
- 9 Veo Access Members and 38 total trips



Traffic Studies

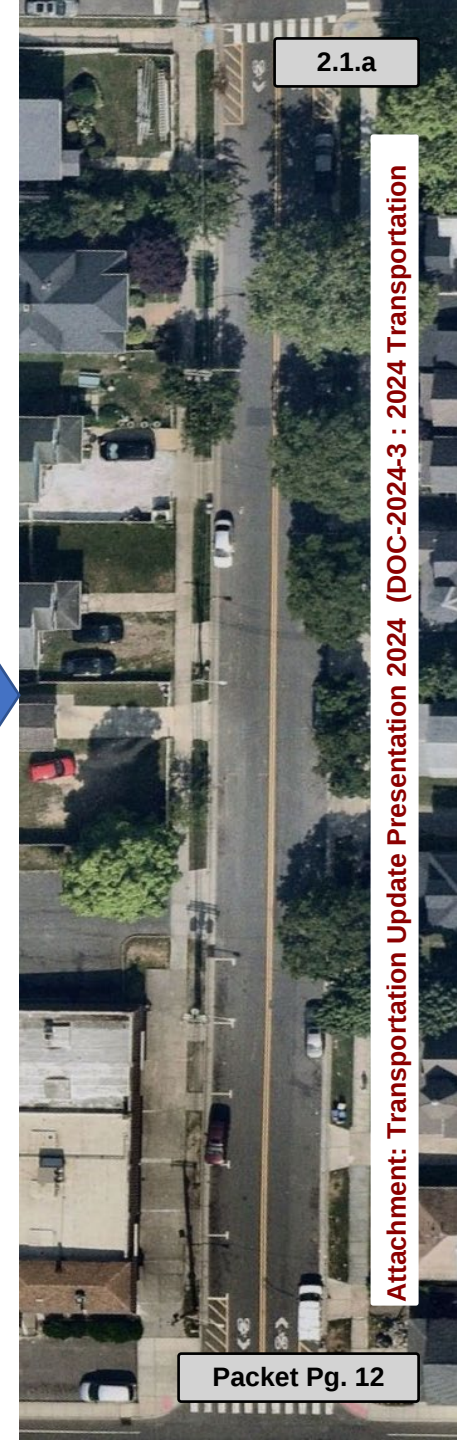
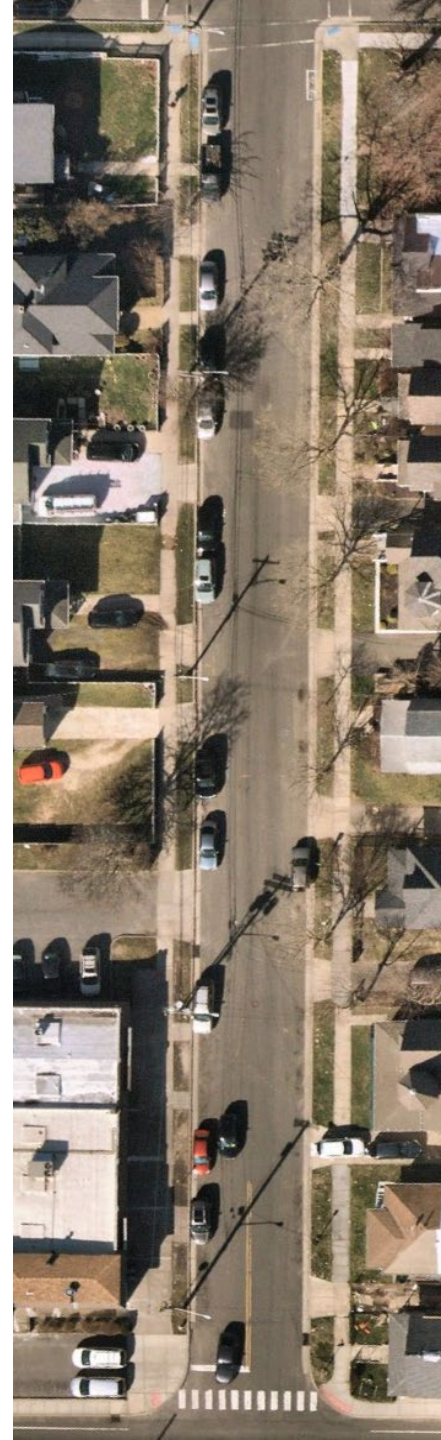
- Second Ave at Pine St
- Summerfield Ave at Langford St
- Ride Ave at Third Ave
- Fourth Ave at Langford St
- Ridge Ave at Ivy Place
- First Ave at Heck St



Striping

Sunset Ave
(Left)

Summerfield Ave
(Right)



Boardwalk Beach Pass Kiosks

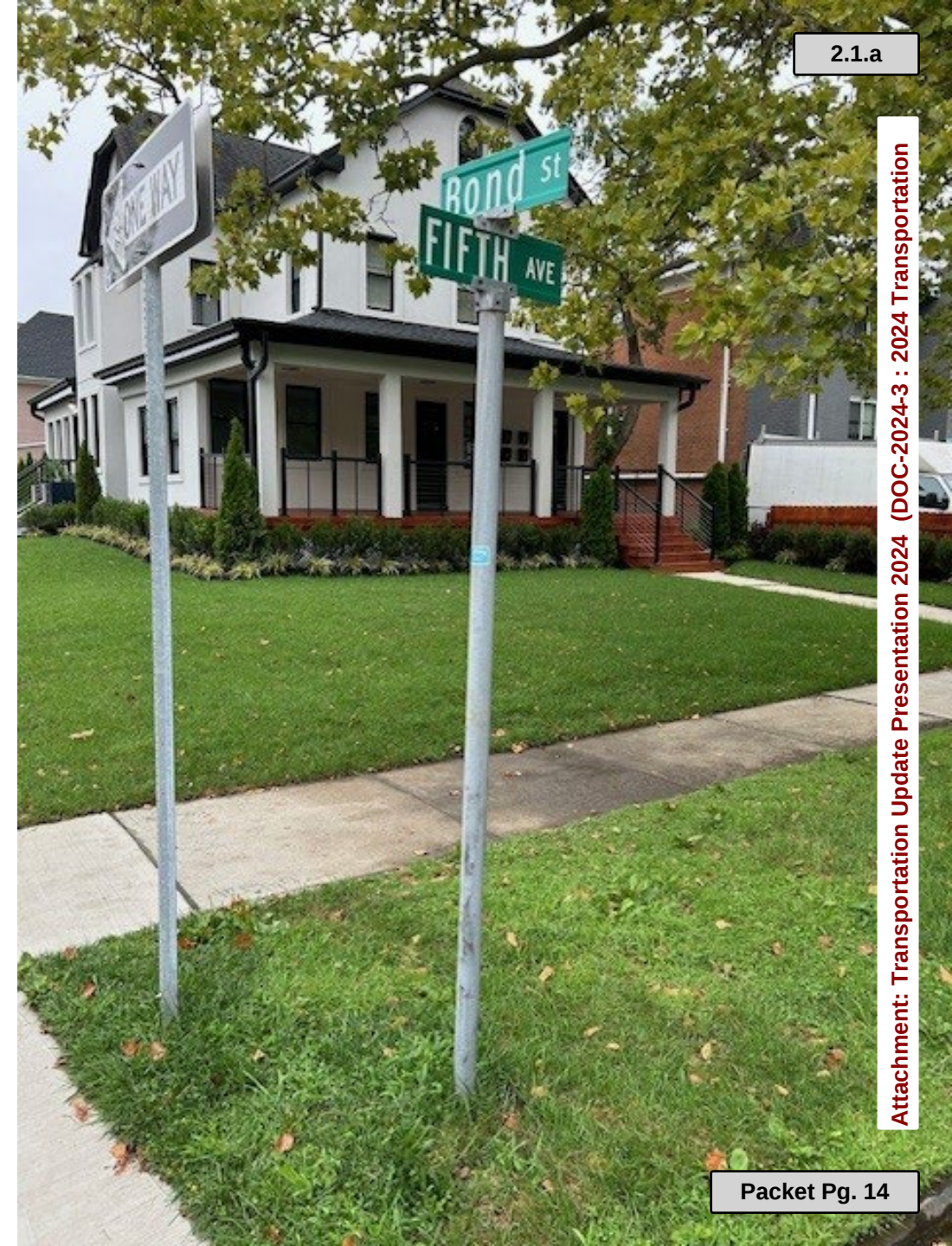
Seven new kiosks installed on Boardwalk for Beach Badge sales

Seven old kiosks refurbished and deployed along Heck Street and Park Avenue



Street Sign Replacement

All intersections city wide were reviewed for street signage and all missing or damaged signs and/or poles have been replaced



Complete Streets Policy

- Adopted April 2024
- Currently performing audit of procedures, policies, documents, etc. for compliance with the updated policy
- Developing an annual report to City Council regarding inclusions and exemptions of new Complete Streets features
- Complete Streets Checklist has been updated

Sunset Avenue Bollards



Asbury Ave and Ridge Ave Traffic Signal



Active Projects

Grant Projects

- Asbury Ave Bikeways Grant FY2022
- Safe Streets to Transit Grant FY 2023
- Safe Streets to Transit Grant FY 2024
- Safe Routes to School Grant FY 2019
- Safe Routes to School Grant FY 2024
- Safe Streets For All Grant FY2023
- Transportation Alternatives FY 2016
- Local Aid Infrastructure Grant FY 2023
- Municipal Aid Grant FY2019
- Municipal Aid Grant FY2021
- Municipal Aid Grant FY 2022
- Municipal Aid Grant FY 2023
- Municipal Aid Grant FY 2024
- Municipal Aid Grant FY 2025
- Transit Village Grant FY 2025
- RAISE Grant FY 2025

Grant Projects (continued)

- Asbury Ave Bikeways Grant FY2022
Repaving of Asbury Ave (Main to Heck), reconstruction of select sidewalks and curbing and addition of protected bicycle lanes
- Safe Streets to Transit Grant FY 2023
Bangs Ave and Prospect Ave Intersection
Upgrades including new sanitary sewer, storm drainage, curbing, sidewalk, pavement, traffic signal and addition of pedestrian signal
- Safe Streets to Transit Grant FY 2024
Cookman Ave and Bond St Intersection
Upgrades including new sanitary sewer, storm drainage, curbing, sidewalk, pavement, traffic signal and addition of pedestrian signal and bump outs
- Safe Routes to School Grant FY 2019
Traffic Calming along Third and Fourth Aves
- Safe Routes to School Grant FY 2024
Traffic Calming along Bangs Avenue (denied)
- Safe Streets For All Grant FY2023
Development of a Comprehensive Transportation Safety Action Plan
- Transportation Alternatives FY 2016
Main Street Streetscape improvements including installation of trees, bicycle racks, and limited benches
- Local Aid Infrastructure Grant FY 2023
Installation of bicycle racks and lockers at the Transportation Center and along Cookman Ave, Lake Ave, and Springwood Ave

Grant Projects (continued)

- Municipal Aid Grant FY2019
Reconstruction of Memorial Drive (Asbury to Sixth)
- Municipal Aid Grant FY2021
Reconstruction of Monroe Ave (Prospect to Memorial) and Comstock St (Prospect to Asbury)
- Municipal Aid Grant FY 2022
Reconstruction of Eighth Ave
- Municipal Aid Grant FY 2023
Reconstruction of First Avenue (Central to Memorial)
- Municipal Aid Grant FY 2024
Reconstruction of Second Ave and Third Ave (Grand to Bergh)
- Municipal Aid Grant FY 2025
Repaving of Langford St (pending)
- Transit Village Grant FY 2025
Refurbishing of Canopies at Transportation Center and Rail Platforms (pending)
- RAISE Grant FY 2025
Development of improvements plan for Asbury Ave (full length) in cooperation with Monmouth County (pending)

EZRyde4Life@AsburyPark

- Launched November 2023
- 11 Program Members
- 38 total trips

2.1.a



The EZ Ryde4Life @ Asbury Park program is designed to build a culture of health by subsidizing the cost of transportation for essential trips for senior and income-eligible residents. Rides are provided by EZ Ride, a non-profit corporation, through Lyft and Uber. The program, which will run until funding is exhausted, is available to Asbury Park residents from 8am to 8pm Monday-Friday and from 8am to 5pm on Saturday.

HOW IT WORKS: ▪ Through the EZ Ryde4Life program, the City of Asbury Park will provide eligible residents with the initial registration fee and the first \$15 of each trip taken (up to 6 trips per month) while funds are available. All additional expenses beyond the first \$15 must be paid for by the rider. Additionally, any trips over the maximum of the six (6) trips permitted each month will be the responsibility of the rider. ▪ Riders may request essential trips such as grocery/food shopping, bank visits, medical services, etc. to destinations within Asbury Park, Allenhurst, Avon-By-The-Sea, Belmar, Bradley Beach, Deal, Eatontown, Interlaken, Lake Como, Loch Arbour, Long Branch, Neptune City, Neptune Township, Ocean Township, Spring Lake Heights, Spring Lake, and West Long Branch, as well as the Jersey Shore Premium Outlets.	HOW TO APPLY: ▪ Eligible applicants must be Asbury Park Residents age 65+ or meet HUD income-eligibility guideline ▪ Applicants age 65+ must provide proof of age and residency in the form of photo ID. ▪ Applicants who meet income-eligibility guidelines must provide proof of income, such as pay stubs, number of residents in household, and proof of residence ▪ Applications can be found at www.cityofasburypark.com/ezride or picked up at Asbury Park City Hall (1 Municipal Plaza) ▪ For questions on applying, call 732-502-5762.
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TO USE THE FREE RIDE SERVICE:

- Riders must have a cell phone and a valid credit/debit card.
- Riders must be 65+ OR meet HUD income-eligibility requirements.
- Riders traveling alone must be over 18 years old.
- Rides are limited to locations in neighboring municipalities within 5 miles of Asbury Park.
- Riders must create an EZ Ride account and provide payment information for program overages.
- Rides must take place between 8am and 8pm Monday to Friday or 8am to 5pm on Saturday.
- All rides are on a first come/first served basis and subject to availability.

For more information, visit www.cityofasburypark.com

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Attachment: Transportation Update Presentation 2024 (DOC-2024-3 : 2024 Transportation

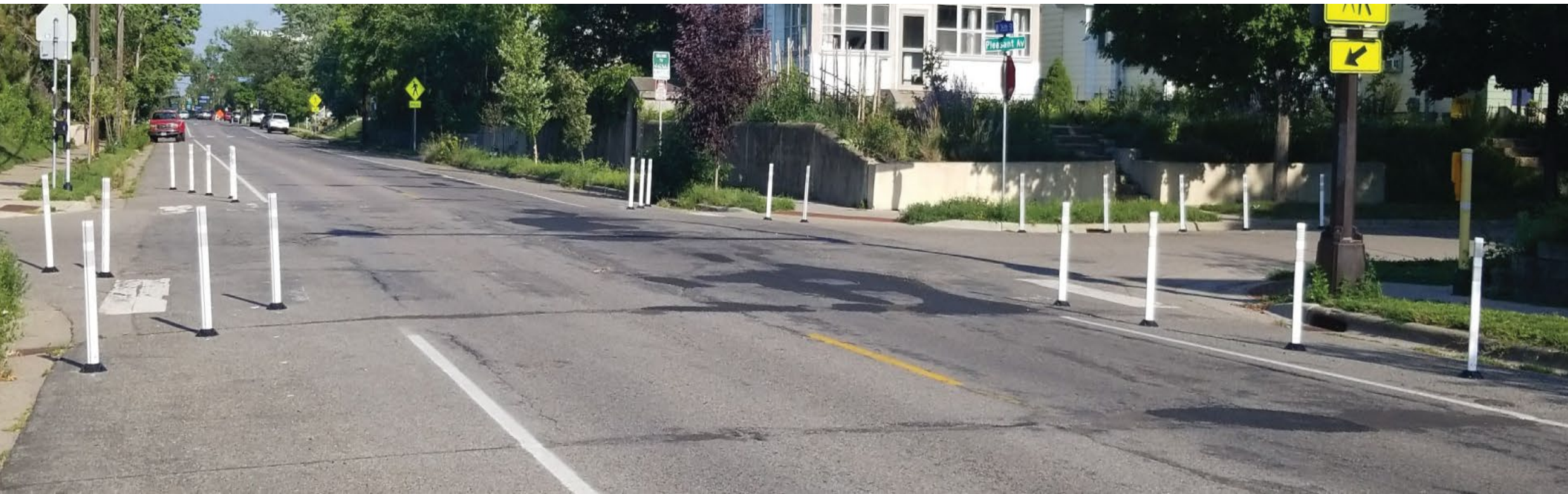
Traffic Intersection Reviews

- Deal Lake Drive and Kingsley Street
Currently reviewing crash data and performing a signal warrant analyses to determine most efficient traffic control method
- Springwood Avenue and Ridge Avenue
Development of plan for traffic signal and intersection improvements
- Lake Avenue and Bond Street
Evaluation of potential roundabout or intersection redesign to improve safety
- Lake Avenue and Emory Street
Development of plan for traffic signal and intersection improvements
- Kingsley Street at Fifth and Sunset Avenues
Evaluating to determine most efficient traffic control method

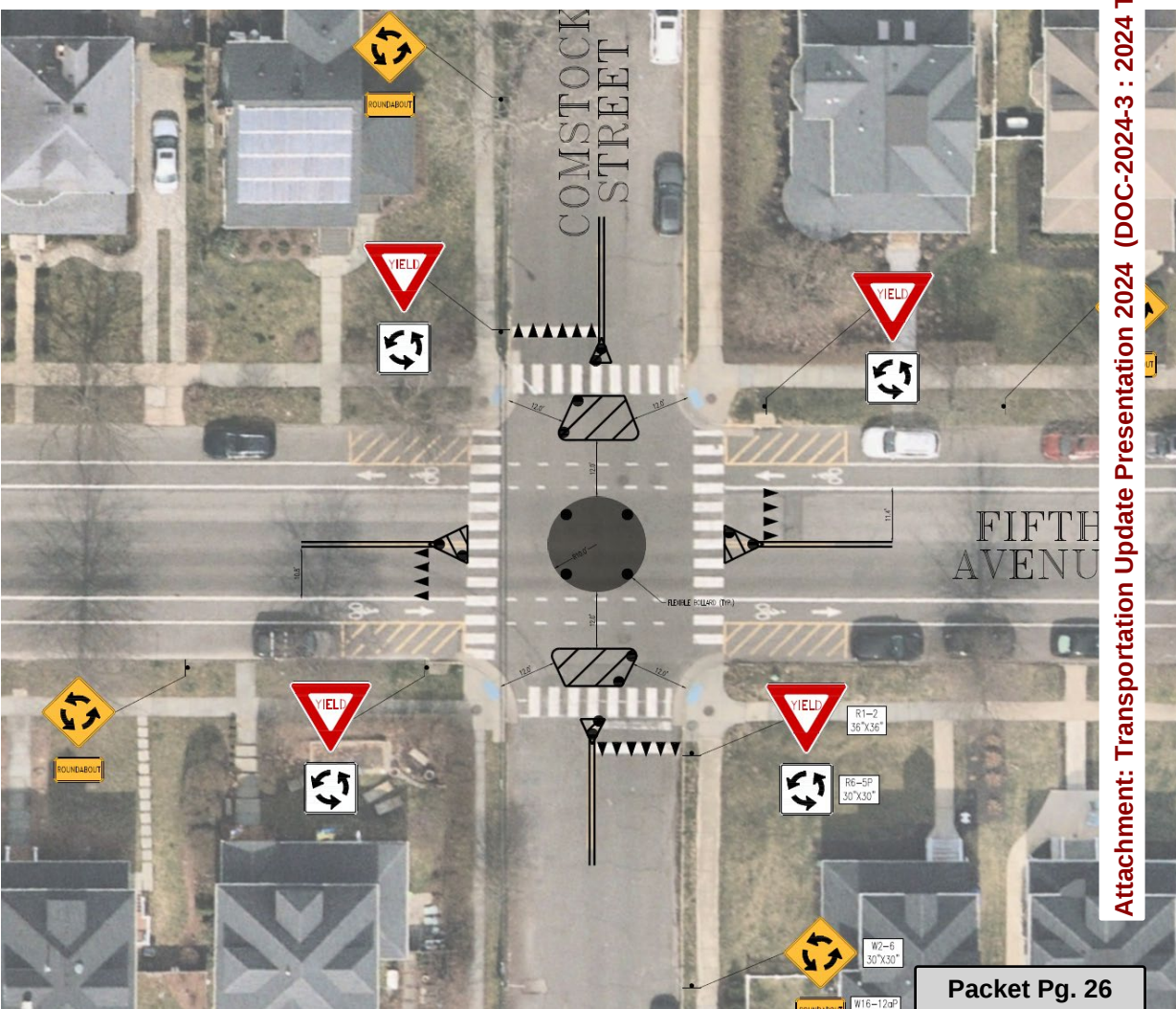
Pending Projects

Temporary Bumpouts

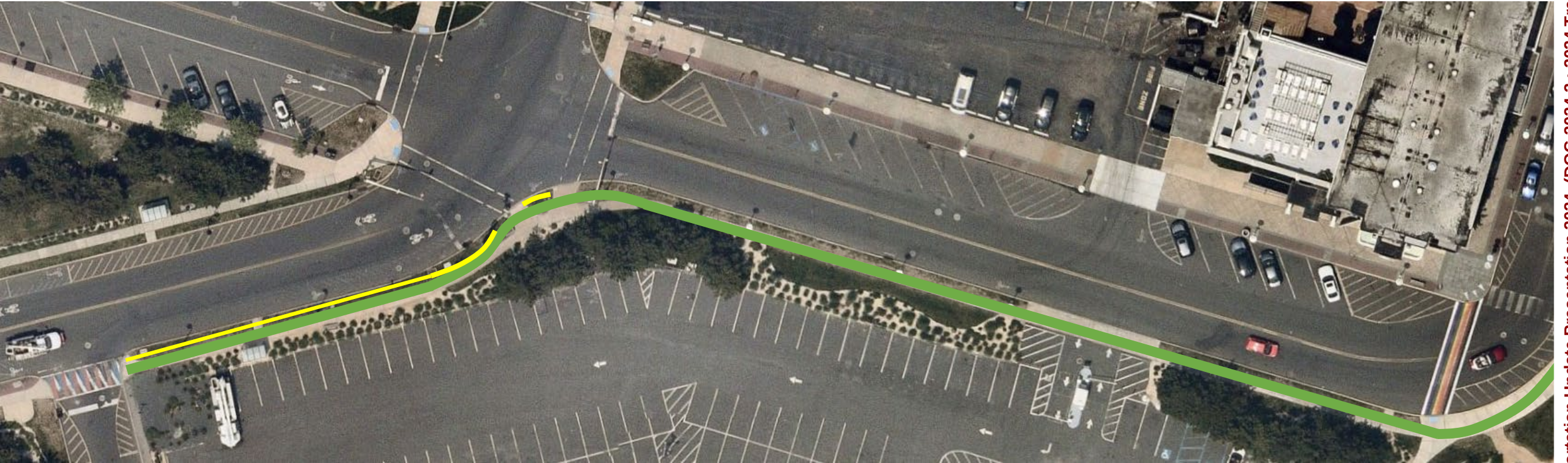
Recommended for Ridge Avenue and Third Avenue intersection



Temporary Roundabout



Cookman Avenue at Asbury Avenue Bike Lane



Permanently striping bicycle lane and buffer along Cookman Avenue and bicycle lane along Asbury Avenue will better define the travel lanes, discourage the creation of a second illegal parking lane, and provide cyclists and scooters with a safe turning movement between the Central Business District and Waterfront.

Driver Speed Feedback Signage Repairs

- Sunset Avenue
- Asbury Avenue
- Bangs Avenue





Minutes
Meeting of the Municipal Council
Wednesday, July 31, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-365 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Lillian Nazzaro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	

City Clerk Lisa Esposito called the meeting to order at 6:05 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

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

ITEMS TO BE PRESENTED:

1. Presentation by Harry Delgado, New Jersey State Association of Chiefs of Police: Re-Accreditation Certificate
2. Presentation by David Gannon of the 2023 Municipal Audit

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Ahbez-Anderson to open the meeting to the public. All were in favor. The following members of the public spoke: Rita Marano made a comment about the municipal audit; and Kerry Butch made a comment about the municipal audit and a UEZ contract.

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

MINUTES

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

1. Municipal Council- Executive Meeting July 17, 2024 4:00 PM
2. Municipal Council - Regular Meeting - Jul 17, 2024 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2024-366 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 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Affordable Housing Alliance Inc. Educational and Recreational Enrichment Grant
- 2024-367 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 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement Proceeds
- 2024-368 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 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Clean Communities Grant

- 2024-369 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 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Madison Marquette Payment for Special Police Boardwalk
- 2024-370 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 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Recycling Tonnage Grant
- 2024-380 Resolution Approving Special Event Applications

INDIVIDUAL RESOLUTIONS

- 2024-371 Resolution Approving Payment of Bills

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

- 2024-372 Resolution Authorizing a Professional Services Contract with T&M Associates for Professional Engineering Design and Construction Administration and Inspections Services at First Avenue Roadway Improvements

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

- 2024-373 Resolution Authorizing Execution Of A Shared Services Agreement With Eatontown Sewerage Authority For Technical Rescue Services

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

- 2024-374 Resolution Requesting Permission for the Dedication by Rider For Lead Based Paint and Inspection Services required by N.J.S.A. 52:27D-437.16

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

- 2024-375 Resolution Adopting a Corrective Action Plan in Response to the Recommendations Contained in the 2023 Report of Audit and Summary of Prior Year Findings and Recommendations

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

2024-376 Resolution Accepting the 2023 Municipal Audit

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

2024-377 Resolution Of The Mayor And City Council Of The City Of Asbury Park Authorizing The City Of Asbury Park To Enter Into A Redeveloper Agreement With Asbury Avenue Owners, LLC Regarding A Mixed-Use Project On The Property Located At 1012 Asbury Avenue Identified On The City Tax Map As Block 501, Lots 1 And 2

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

2024-378 Resolution Of The Mayor And City Council Of The City Of Asbury Park Authorizing The City Of Asbury Park To Enter Into A Financial Agreement With Asbury Avenue Owners, LLC For An HMFA Tax Exemption For The Mixed-Use Project On The Property Located At 1012 Asbury Avenue Identified On The City Tax Map As Block 501, Lots 1 And 2

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

2024-379 Resolution Authorizing Appointments to the Asbury Park TV Committee

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

2024-381 Resolution Authorizing Union County Cooperative Pricing System Membership

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

2024-382 Resolution Of The Mayor And Council Of The City Of Asbury Park, Acting As The Redevelopment Entity, Authorizing A Temporary Cellular Installation On The Property Located At Block 4104, Lot 13 (210 5th Avenue), Within The Waterfront Redevelopment Area

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

ORDINANCES

Introduction

2024-27 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons In The City Of Asbury Park along Grand Avenue, And Amending And Supplementing Section 7-36, Entitled, "Handicapped Parking," Of Chapter VII, "Traffic," Of The "Revised General Ordinances Of The City Of Asbury Park, New Jersey."

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 8/14/2024 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/Public Hearing

2024-25 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons In The City Of Asbury Park, And Amending And Supplementing Section 7-36, Entitled, "Handicapped Parking," Of Chapter VII, "Traffic," Of The "Revised General Ordinances Of The City Of Asbury Park, New Jersey."

A motion to open 2024-25 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were favor. Rita Marano made a comment.

A motion to close 2024-25 to the public was made by Council member Chapman and seconded by Council member Chapman. All were in favor.

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

2024-26 Bond Ordinance Providing For The Acquisition Of Various Vehicles And Capital Equipment, Appropriating \$3,975,000 Therefor And Authorizing The Issuance Of \$3,776,250 Bonds And Notes To Finance A Portion Of The Costs Thereof, Authorized In And By The City Of Asbury Park, In The County Of Monmouth, New Jersey

A motion to open 2024-26 to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were favor. Rita Marano made a comment.

A motion to close 2024-26 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were in favor.

Minutes Acceptance: Minutes of Jul 31, 2024 6:00 PM (Minutes)

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

ADJOURNMENT

The meeting was adjourned at 6:38 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 6:38 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Jul 31, 2024 6:00 PM (Minutes)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 14, 2024
RESOLUTION SUMMARY

2024-384

Resolution authorizing the payment of bills in the amount of \$3,772,783.25



RESOLUTION NO. 2024-384

**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 \$3,772,783.25

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	\$ 1,508,676.25
BOARD OF EDUCATION	<u>2,264,107.00</u>
 TOTAL VOUCHERS	 \$ <u>3,772,783.25</u>

I, LISA ESPOSITO, 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. 2024-384 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK

August 8, 2024
01:51 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.1.a

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 3-First to 4-zz-zz-zzz-zzz-zzz Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/24 Include Non-Budgeted:
Vendors: All
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

4-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR	KEPWEL SPRING WATER	24-02196	ACCT #117290 JULY 2024	867.50	0.00	
SHORIT	SAKER SHOPRITE, INC.	24-02230	Purchase of Water and Sundries	84.98	0.00	
				952.48		

4-01-20-100-000-238	ADMINISTRATION Conventions/Conferences					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	24-02241	Registrations for NJLM	180.00	0.00	
	Extd Total: ADMINISTRATION			1,132.48		
	Department Total: ADMINISTRATION			1,132.48		

Department: MAYOR/COUNCIL
Extd: MAYOR & COUNCIL

4-01-20-110-000-299	MAYOR & COUNCIL Misc.					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	24-02241	Registrations for NJLM	300.00	0.00	
	Extd Total: MAYOR & COUNCIL			300.00		
	Department Total: MAYOR/COUNCIL			300.00		

Department: MUNIC CLERK
Extd: MUNICIPAL CLERK

4-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
RRDON005	R.R. DONNELLEY & SONS COMPANY	24-02006	42a Forms Order 7.10.24	106.50	0.00	

4-01-20-120-000-212	MUNICIPAL CLERK Dues,Licenses					
INTINS	INTERNATIONAL INSTITUTE OF	24-02137	IIMC Annual Membership Fee	185.00	0.00	
MCANJ	MUNICIPAL CLERKS' ASSOC. OF NJ	24-02173	MCANJ membership app 2024-2025	100.00	0.00	
				285.00		

4-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA	THE NEW COASTER, LLC	24-02253	Inv #8848 ORD 2024-24 7/25/24	23.99	0.00	
GANNE005	GANNETT NEW YORK/NEW JERSEY	24-02254	#103967630, #10396700	155.36	0.00	
				179.35		

4-01-20-120-000-222	MUNICIPAL CLERK Training					
REGASO	REGISTRARS' ASSOCIATION OF NJ	24-02255	2024 Annual Meeting	200.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC GRANICUS, LLC		24-02170	INVOICE #187900 AUGUST 2024	793.42	0.00	
	Extd Total: MUNICIPAL CLERK			1,564.27		
	Department Total: MUNIC CLERK			1,564.27		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
4-01-20-130-000-202	FINANCE Office Supplies					
CRAPRI CRAFTMASTER PRINTING, INC.		24-02067	3 PART PURCHASE ORDERS	498.00	0.00	
4-01-20-130-000-205	FINANCE Ads					
THECOA THE NEW COASTER, LLC		24-02140	BID - ASBURY AVE BIKEWAY	53.75	0.00	
4-01-20-130-000-206	FINANCE Copier					
MUNCAP MUNICIPAL CAPITAL CORPORATION		24-02179	#40115602 Payment #12 of 60	2,284.56	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		24-02180	#40122100 Payment #2 of 60	276.52	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		24-02181	#40057114 Payment #53 of 60	1,561.45	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE		24-02182	Contract #88929 4/1/24-6/30/24	4,663.45	0.00	
				8,785.98		
4-01-20-130-000-207	FINANCE HR Testing					
MERHEA HACKENSACK MERIDIAN WORKS		24-02032	May Testing	4,189.00	0.00	
REGASO REGISTRARS' ASSOCIATION OF NJ		24-02293	#12864 CONFERENCE T.LZARDI	150.00	0.00	
				4,339.00		
4-01-20-130-000-209	FINANCE Fees					
GREFIN GREATAMERICA FINANCIAL SVCS.		24-02227	INVOICE #37085835 - SEPT. 2024	339.50	0.00	
4-01-20-130-000-222	FINANCE Training					
INSFOR INSTITUTE FOR PROFESSIONAL		24-02153	Invoice 102324 Budget & Fast	50.00	0.00	
JPMUN JPMONZO MUNICIPAL CONSULTING		24-02288	WEBINAR 8/29/24 T. LIZARDI	50.00	0.00	
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES		24-02292	2024 CONFERENCE T. LIZARDI	60.00	0.00	
				160.00		
4-01-20-130-000-223	FINANCE Condo Reimbursements					
700MAT 700 MATTISON CONDOMINIUM		24-02156	2nd Q Lighting Reimbursement	111.79	0.00	
MIRCON MIRAMAR CONDOMINIUM ASSOC. INC		24-02157	2nd Q Lighting Reimbursement	80.27	0.00	
LAKDRI LAKE DRIVE COURT CONDO ASSOC.		24-02158	2nd Q Trash Reimbursment	1,124.03	0.00	
MERCON MERCURY CONDOMINIUM ASSOC.		24-02159	2nd Q Lighting Reimbursement	315.40	0.00	
304OCE 304 OCEAN ARMS CONDO. ASSOC.		24-02160	2nd Q Lighting Reimbursement	96.43	0.00	
PARLAN PARK LANE CONDOMINIUM ASSOC.		24-02161	2nd Q Lighting Reimbursement	92.86	0.00	
301SHO 301 SHOREVIEW CONDO. ASSOC. INC		24-02162	2nd Q Treash Reimbursement	1,328.54	0.00	
				3,149.32		
4-01-20-130-000-238	FINANCE Conventions					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES		24-02197	Annual Conference	60.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-130-000-238	FINANCE Conventions		Continued			
NJMMA	NJ MUNICIPAL MANAGEMENT ASSOC.	24-02206	NJMMA Annual Fall Conference	200.00	0.00	
				260.00		
	Extd Total: FINANCIAL ADMINISTRATION			17,585.55		
	Department Total: FINANCE			17,585.55		
Department: AUDIT						
Extd: AUDIT SERVICES						
4-01-20-135-000-218	AUDIT SERVICES Contract Services					
PKFOC005	PKF O'CONNOR DAVIES, LLP	24-02113	Final Billing 2023 Audit	15,000.00	0.00	
	Extd Total: AUDIT SERVICES			15,000.00		
	Department Total: AUDIT			15,000.00		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
4-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
ATECSEC	A+ TECHNOLOGY & SECURITY	24-01771	Q#ES37300 ID Cards	920.00	0.00	
CDWGOV	CDW GOVERNMENT LLC	24-01989	DEPUTY CITY MANAGER PRINTER	356.11	0.00	
WBMASON	W.B.MASON CO., INC.	24-02127	IT Cleaning Supplies	71.80	0.00	
				1,347.91		
4-01-20-140-000-221	COMPUTER DATA PROC. Conf/Dues					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	24-02200	NJLOM Conference 2024	60.00	0.00	
4-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
SHIINT	SHI INTERNATIONAL CORP	24-02089	Q#25087484 ArchiveSocial 2024	4,783.37	0.00	
4-01-20-140-000-226	COMPUTER DATA PROC. Verizon Connect					
VERIZ015	VERIZON CONNECT	24-02174	INV#616000059833 7.1.24	2,688.20	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			8,879.48		
	Department Total: COMPUTER MIS			8,879.48		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
4-01-20-145-000-206	TAX REV ADMIN Purchase Equipment					
MGLFOR	MGL FORMS-SYSTEMS, LLC	24-00913	TAX AND SEWER BILLS	763.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			763.00		
	Department Total: TAX REV ADMIN			763.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TAX ASSESSOR Extd: TAX ASSESSOR						
4-01-20-150-000-202	TAX ASSESSOR Office Supplies					
KINTINC KINTECH, INC.	24-02155 INV #37645 CERT MAILING 2024			1,347.14	0.00	
	Extd Total: TAX ASSESSOR			1,347.14		
	Department Total: TAX ASSESSOR			1,347.14		
Department: LEGAL SERVICES Extd: LEGAL SERVICES						
4-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL MARAZITI FALCON, LLP	24-02126 PRO. SERVICES RENDERED MAY-24			455.00	0.00	
HILLW005 HILL WALLACK LLP	24-02281 Invoice 770698 General Matters			11,904.23	0.00	
				12,359.23		
	Extd Total: LEGAL SERVICES			12,359.23		
	Department Total: LEGAL SERVICES			12,359.23		
Department: ENGINEER SERV Extd: ENGINEERING SERVICES						
4-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO T & M ASSOCIATES	24-01206 REMEDIAL ACTION SERVICES AT			6,906.31	0.00	B
TMASSO T & M ASSOCIATES	24-02286 SE468325 General Engineering			21,894.75	0.00	
				28,801.06		
	Extd Total: ENGINEERING SERVICES			28,801.06		
	Department Total: ENGINEER SERV			28,801.06		
	CAFR Total:			87,732.21		
Department: Planning Department Extd: Planning Department						
4-01-21-179-000-202	PLANNING DEPT. Office Supplies					
WBMASON W.B.MASON CO., INC.	24-02107 Supplies 7.19.24			34.59	0.00	
4-01-21-179-000-208	PLANNING DEPT. Printing					
CRAPRI CRAFTMASTER PRINTING, INC.	24-02150 Vincent Mangano Business cards			45.00	0.00	
4-01-21-179-000-210	PLANNING DEPT. Zoning Board Fees					
LEONS010 LEON S. AVAKIAN, INC.	24-01976 ZB & PB ENG SVS Avakian			800.00	0.00	
	Extd Total: Planning Department			879.59		
	Department Total: Planning Department			879.59		
	CAFR Total:			879.59		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: CODE ENFORCE						
Extd: CODE ENFORCEMENT AND ADMIN.						
4-01-22-195-000-201	CODE ENFORCEMENT Office Supplies					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	24-02241 Registrations for NJLM			60.00	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			60.00		
	Department Total: CODE ENFORCE			60.00		
	CAFR Total:			60.00		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
4-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP NJSHBP	24-02138 HEALTH COVERAGE AUGUST 2024			621,772.06	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			621,772.06		
	Department Total: GROUP INSUR.			621,772.06		
	CAFR Total:			621,772.06		
Department: POLICE						
Extd: POLICE DEPARTMENT						
4-01-25-240-000-202	POLICE Office Supplies					
TRIFOR TRI-TECH FORENSICS, INC.	24-01992 Evidence collection supplies			915.30	0.00	
WBMASON W.B.MASON CO., INC.	24-02145 general office supplies			391.17	0.00	
				<u>1,306.47</u>		
4-01-25-240-000-203	POLICE Motor Vehicle					
MELCOR AP CARWASH AND OIL CHANGE	24-02213 PD CAR WASHES 6/3 - 8/1/24			1,015.00	0.00	
4-01-25-240-000-205	POLICE Animal Control Services					
SPCA MONMOUTH COUNTY SPCA	24-02073 #2025288 MAY & TNR SERVICES			4,700.00	0.00	
4-01-25-240-000-212	POLICE Dues,Subscript.					
MAGLO MAGLOCLEN	24-02203 annual invest assistance			400.00	0.00	
4-01-25-240-000-218	POLICE Contract.Serv.					
TARLEA TARGETSOLUTIONS LEARNING, LLC	24-01462 Guardian Tracking renewal 2024			4,886.96	0.00	
THOWES THOMSON WEST CUSTOMER SERVICE	24-02134 #850408624 JULY 2024			271.22	0.00	
WIRCOM WIRELESS COMMUNICATIONS &	24-02202 #M62241 AUGUST 2024			1,220.00	0.00	
OPTIMUM OPTIMUM	24-02205 #07866-182313-01-5 7/8 - 8/7			312.75	0.00	
				<u>6,690.93</u>		
4-01-25-240-000-276	POLICE: PAL Expenses					
COSTCO COSTCO WHOLESALE	24-01076 LEAD Thurgood Marshall			93.66	0.00	
WBMASON W.B.MASON CO., INC.	24-02198 PAL office supplies			131.05	0.00	
				<u>224.71</u>		
	Extd Total: POLICE DEPARTMENT			14,337.11		
	Department Total: POLICE			14,337.11		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FIRE DEPT. Extd: FIRE DEPARTMENT						
4-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
MELCOR	AP CARWASH AND OIL CHANGE	24-02214	FD CAR WASH 4/15 - 7/2/24	35.00	0.00	
4-01-25-265-000-214	FIRE DEPT. Building Maintenance					
THEHAR	THE HARDWARE STORE	24-02108	BLANKET PO NOT TO EXCEED	61.14	0.00	B
HUTMEC	HUTCHINSON PLUMBING HEATING	24-02193	I#252609441 PM SERIVCE CONTRA.	291.60	0.00	
				352.74		
4-01-25-265-000-222	FIRE DEPT. Training					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	24-02241	Registrations for NJLM	120.00	0.00	
4-01-25-265-000-229	FIRE DEPT. Medical Sup.					
SEAWEL	SEABOARD WELDING SUPPLY, INC.	24-00690	BLANKET PO FOR OXYGEN	45.00	0.00	B
4-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005	CORONIS HEALTH RCM, LLC dba	24-02027	CHRCM14151 June Fees	2,626.89	0.00	
4-01-25-265-000-298	FIRE DEPT. Special Operations					
WITME005	WITMER PUBLIC SAFETY GROUP INC	24-02028	QTE: QU0181865-CMC CAPTO	1,310.00	0.00	
	Extd Total: FIRE DEPARTMENT			4,489.63		
Extd: FIRE HYDRANT						
4-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	24-02228	#1018-210026567043 6/25-7/24	21,146.09	0.00	
	Extd Total: FIRE HYDRANT			21,146.09		
	Department Total: FIRE DEPT.			25,635.72		
Department: PROSECUTOR Extd: MUNICIPAL PROSECUTOR						
4-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	24-02217	prosecutor july 2024	4,550.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			4,550.00		
	Department Total: PROSECUTOR			4,550.00		
	CAFR Total:			44,522.83		
Department: STREETS & ROAD Extd: STREETS & ROADS MAINTENANCE						
4-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
CHEVAL	CHERRY VALLEY TRACTOR SALES	24-00176	VARIOUS PARTS BLANKET	676.59	0.00	B
THEHOS	THE HOSE SHOP, INC.	24-01132	VARIOUS PARTS BLANKET	41.64	0.00	B
FREFOR	FREEHOLD FORD	24-01400	PARTS BLANKET CO-OP#F-18-2024	149.04	0.00	B
SEACHE	SEACOAST CHEVROLET OLDS-	24-01739	VARIOUS PARTS BLANKET	33.92	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	24-01910	VARIOUS PARTS BLANKET	460.38	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-01928	VARIOUS PARTS BLANKET	3,384.15	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM	DELISA DEMOLITION, INC.	24-02199	INVOICE #304079 AUGUST 2024	47,083.30	0.00	
	Extd Total: SOLID WASTE COLLECTION			133,057.14		
	Department Total: SOLID WASTE			133,057.14		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
4-01-26-310-000-204	BUILDING & GND Building Supplies					
FOUND010	FOUNDATION BUILDING MATERIALS	24-00959	Birch Doors and Jambs	2,607.92	0.00	
GRAING	GRAINGER, INC.	24-01999	Polyurethane / Tack Cloth	315.55	0.00	
GRAING	GRAINGER, INC.	24-02148	Misc Shop Stock	259.21	0.00	
				<u>3,182.68</u>		
4-01-26-310-000-205	BUILDING & GND Electrical Supplies					
TIGRI005	TIGRIS	24-01433	AquaMaster Fountain Maint.	615.77	0.00	
4-01-26-310-000-207	BUILDING & GND Dog Station Supplies					
AMAZ0005	AMAZON.COM SERVICES	24-02087	Dog Waste bags	919.80	0.00	
4-01-26-310-000-210	BUILDING & GND Building Repairs					
SIGSEA	SIGNS,SEALED & DELIVERED, INC.	24-01383	LETTERING OF NEW OFFICES & HRS	1,580.00	0.00	
FOUND010	FOUNDATION BUILDING MATERIALS	24-01525	90min Fire Rated Doors&Hardwar	2,607.92	0.00	
SIGSEA	SIGNS,SEALED & DELIVERED, INC.	24-01579	Sign for Council Chambers	275.00	0.00	
ADVFOR	ADVANCED FURNACE & AIR DUCT	24-01927	DPW AIR DUCT CLEANING	1,960.00	0.00	
GRAING	GRAINGER, INC.	24-02100	Mini Fridge	367.61	0.00	
SIGSEA	SIGNS,SEALED & DELIVERED, INC.	24-02229	Invoices #6709a & 6710a	225.00	0.00	
				<u>7,015.53</u>		
4-01-26-310-000-218	BUILDING & GND Contract.Serv.					
CONTR005	CONTROLLED GROWTH, LLC	24-00929	2024 TURF CARE & FERTILIZER &	8,550.00	0.00	B
	Extd Total: BUILDINGS & GROUNDS			20,283.78		
	Department Total: BUILDING & GND			20,283.78		
	CAFR Total:			169,063.84		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
4-01-27-345-000-207	SOCIAL SERVICES Transportation Tickets					
NJEZ	NJ E-PASS VOIL.PROCESS.CENTER	24-02225	Acct 2000115879365 Replenish	200.00	0.00	
4-01-27-345-000-213	SOCIAL SERVICES Client Assistance					
SHORIT	SAKER SHOPRITE, INC.	24-02122	Food and Sundries for clients	96.82	0.00	
4-01-27-345-000-299	SOCIAL SERVICES Misc.					
ATLLOK	ATLANTIC LOCK & SAFE	24-02223	Repair Door/ Quote NTE \$200	100.00	0.00	
	Extd Total: SOCIAL SERVICES:			396.82		
	Department Total: PUBLIC ASST			396.82		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
4-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
OPTIMUM OPTIMUM		24-02169	#07866-196932-01-7 7/15 - 8/14	8.34	0.00	
4-01-27-350-000-205	SENIOR CENTER Recreation & Social					
KAREN010 KAREN LEE MUSIC		24-02070	INVOICE #100 7/12/24 EVENT	375.00	0.00	
4-01-27-350-000-210	SENIOR CENTER Classes					
BODYB005 BODY BY BEY		24-01419	Exercise Class Apr May June	300.00	0.00	B
4-01-27-350-000-299	SENIOR CENTER Misc.					
WBMASON W.B.MASON CO., INC.		24-02178	Trifold Paper Towel	142.20	0.00	
Extd Total: SENIOR CENTER				825.54		
Department Total: SENIOR CENTER				825.54		
CAFR Total:				1,222.36		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
4-01-28-370-000-290	RECREATION Programs/Activities					
SILBAL SILVER BALL MUSEUM, LLC		24-01900	summer camp activity	1,854.00	0.00	B
PHILL005 PHILLY PRETZEL FACTORY		24-01966	summer camp activity	632.00	0.00	B
				<u>2,486.00</u>		
Extd Total: RECREATION SERVICES & PROGRAM				2,486.00		
Department Total: RECREATION				2,486.00		
CAFR Total:				2,486.00		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
4-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU N.J. NATURAL GAS CO.		24-02135	Various Accounts 6/137/19	3,148.17	0.00	
JCPL JCPL		24-02183	Various Accounts 6/24-7/23	14,782.29	0.00	
				<u>17,930.46</u>		
Extd Total: LIGHT,HEAT,POW				17,930.46		
Extd: STREET/TRAFFIC						
4-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL		24-02149	Various Accounts 6/19-7/18	20,409.82	0.00	
JCPL JCPL		24-02183	Various Accounts 6/24-7/23	4,036.26	0.00	
JCPL JCPL		24-02216	#100 016 434 381 6/25-7/24	742.19	0.00	
JCPL JCPL		24-02258	#200 000 001 293 Master Acct	1,881.16	0.00	
				<u>27,069.43</u>		
Extd Total: STREET/TRAFFIC				27,069.43		
Department Total: LIGHTING				44,999.89		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TELEPHONE						
Extd: TELEPHONE						
4-01-31-440-000-299	TELEPHONE Misc.					
MONINT	MONMOUTH INTERNET CORPORATION	24-02195	INVOICE #353419-M AUGUST 2024	3,545.57	0.00	
TMOBIL	T-MOBILE	24-02221	#990733363 5/21-6/20	474.32	0.00	
				4,019.89		
	Extd Total: TELEPHONE			4,019.89		
	Department Total: TELEPHONE			4,019.89		
Department: GASOLINE						
Extd: GASOLINE						
4-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	24-02186	#593558 UNLEADED FUEL 7/23/24	9,867.56	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	24-02235	#594547 DIESEL FUEL 7/24/24	3,965.24	0.00	
				13,832.80		
	Extd Total: GASOLINE			13,832.80		
	Department Total: GASOLINE			13,832.80		
	CAFR Total:			62,852.58		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
4-01-43-490-000-202	MUNIC COURT Office Supplies					
WBMASON	W.B.MASON CO., INC.	24-01726	office supplies	126.65	0.00	
4-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	24-02218	#36127 court interpreting 7/19	227.50	0.00	
4-01-43-490-000-246	MUNIC COURT Postage					
GREFIN	GREATAMERICA FINANCIAL SVCS.	24-02219	mail machine aug 2024	145.00	0.00	
	Extd Total: MUNICIPAL COURT			499.15		
	Department Total: MUNICIPAL COURT			499.15		
Department: PUBLIC DEFEND.						
Extd: PUBLIC DEFENDER						
4-01-43-495-000-021	Fees					
THELA010	THE LAW OFFICE OF MATTHEW SAGE	24-02220	public defender july 2024	1,500.00	0.00	
	Extd Total: PUBLIC DEFENDER			1,500.00		
	Department Total: PUBLIC DEFEND.			1,500.00		
	CAFR Total:			1,999.15		

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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
CAFR:	CURRENT FUND NON BUDGET ACCTS:					
Department:	TAXES PAYABLE:					
Extd:	TAXES PAYABLE:					
4-01-55-001-000-001	School Taxes Payable					
ASB80A	ASBURY PARK BOARD OF EDUCATION	24-02167	August 2024 Tax Payment	2,264,107.00	0.00	
	Extd Total: TAXES PAYABLE:			2,264,107.00		
	Department Total: TAXES PAYABLE:			2,264,107.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			2,264,107.00		
	Fund Total: CURRENT			3,256,697.62		
Fund:	BEACH					
Department:	UTILITY OE					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
4-05-55-502-000-207	BEACH UTILITY O/E: Clothing					
SCREE005	SCREEN STYLES, LLC	24-01998	tees for lifeguard tournament	1,350.00	0.00	
4-05-55-502-000-208	BEACH UTILITY O/E: Office Expense					
AMAZ0005	AMAZON.COM SERVICES	24-02026	(10) rolls thermal paper	239.90	0.00	
4-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
MONARCH	MONARCH ELECTRIC COMPANY	24-00766	Misc Electrical Supplies	14.33	0.00	B
JCPL	JCPL	24-02149	Various Accounts 6/19-7/18	245.40	0.00	
JCPL	JCPL	24-02183	Various Accounts 6/24-7/23	307.47	0.00	
				567.20		
4-05-55-502-000-214	BEACH UTILITY O/E: Lifeguard Supplies					
USLIFE	US LIFESAVING ASSOCIATION	24-02234	lifeguards certifications	110.00	0.00	
4-05-55-502-000-225	UTILITY OE Engineering Fees					
TMASSO	T & M ASSOCIATES	24-00509	NJDEP BEACH & DUNES MAINTENANC	1,850.88	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			4,117.98		
	Department Total: UTILITY OE			4,117.98		
Department:	CAPITAL OUTLAY					
4-05-55-512-003-002	CAPITAL OUTLAY- Beach Playground Equip.					
BENSHA	BEN SHAFFER RECREATION INC.	24-00335	2ND AVE BEACH PLAYGROUND	163,441.82	0.00	
	Extd Total:			163,441.82		
	Department Total: CAPITAL OUTLAY			163,441.82		
	CAFR Total:			167,559.80		
	Fund Total: BEACH			167,559.80		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
4-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
KEPSPR	KEPWEL SPRING WATER	24-02196	ACCT #117290 JULY 2024	12.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-06-55-502-000-202 GRAING GRAINGER, INC.	TRANS.UTILITY O/E: Office Supplies Continued	24-02236	Sign Bolts and Nuts	295.11 307.11	0.00	
4-06-55-502-000-205 PARSOL PARTEK SOLUTIONS, INC.	TRANS.UTILITY O/E: Enforcement Supply	24-01805	Enforcement Paper	2,578.09	0.00	
4-06-55-502-000-207 OPTIMUM OPTIMUM	TRANS.UTILITY O/E: Internet	24-02152	07866-196915-01-3 7/15-8/14/24	187.40	0.00	
4-06-55-502-000-210 GLESUP GLENCO SUPPLY INC.	TRANS.UTILITY O/E: Signs	24-01178	Stop for Ped Signs	10,375.00	0.00	
4-06-55-502-000-212 IPSGRO IPS GROUP, INC.	TRANS.UTILITY O/E: Parking Meter Supply	24-01151	Parking Kiosk Glass	719.85	0.00	
IPSGRO IPS GROUP, INC.		24-01598	MS1 Main Boards	1,926.27	0.00	
IPSGRO IPS GROUP, INC.		24-02242	INV100070 July DMS Fees	7,827.00 10,473.12	0.00	
4-06-55-502-000-217 MUNCAP MUNICIPAL CAPITAL CORPORATION	TRANS.UTILITY O/E: Equipment	24-02181	#40057114 Payment #53 of 60	161.68	0.00	
4-06-55-502-000-218 TMASSO T & M ASSOCIATES	TRANS.UTILITY O/E: Professional Services	24-01522	FIRST AVE ROADWAY IMPROVEMENTS	7,835.25	0.00	B
4-06-55-502-000-220 NJNATU N.J. NATURAL GAS CO.	TRANS.UTILITY O/E: Utilities	24-02168	#22-0022-3490-85 6/13-7/19	51.04	0.00	
4-06-55-502-000-229 ATRAJ005 ATRA JANITORIAL SUPPLY CO. INC	TRANS.UTILITY O/E: Janitorial	24-00513	janitorial supplies NEEDED	876.26	0.00	
Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:				32,844.95		
Department Total: UTILITY OE				32,844.95		
4-06-55-507-000-101 TMASSO T & M ASSOCIATES	CAPITAL OUTLAY: BANGS & PROSPECT	22-02806	SAFE ROUTES TO TRANSIT	1,864.97	0.00	B
Extd Total:				1,864.97		
Department Total:				1,864.97		
CAFR Total:				34,709.92		
Fund Total: TRANSPORTATION UTILITY: BUDGET:				34,709.92		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
4-07-55-502-000-202 GRAING GRAINGER, INC.	SEWER UTILITY O/E: Hardware/Tools	24-02117	Parts for Drywell Rehab	579.08	0.00	
4-07-55-502-000-205 GJOLI005 G.J. OLIVER, INC.	SEWER UTILITY O/E: Repairs	24-00775	Full Inspection Influent Pump2	5,308.80	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-07-55-502-000-205	SEWER UTILITY O/E: Repairs	Continued				
SEWER005 SEWER RAT TRENCHLESS SOLUTIONS	24-02210 #1109REV SANITARY SEWER MAIN			3,100.00	0.00	
				8,408.80		
4-07-55-502-000-208	SEWER UTILITY O/E: Permits/Licenses					
MONVOC MC VOCATIONAL SCHOOL DISTRICT	24-02207 Water & Wastewater Operations			1,595.00	0.00	
4-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
JCPL JCPL	24-02216 #100 016 434 381 6/25-7/24			22,617.87	0.00	
4-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
MUNCAP MUNICIPAL CAPITAL CORPORATION	24-02181 #40057114 Payment #53 of 60			82.58	0.00	
KEPSPR KEPWEL SPRING WATER	24-02196 ACCT #117290 JULY 2024			12.00	0.00	
LYONS005 LYONS ENVIRONMENTAL SERVICES	24-02232 #APSA0724 WWTP TESTING JULY			910.00	0.00	
				1,004.58		
4-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
MGLFOR MGL FORMS-SYSTEMS, LLC	24-00913 TAX AND SEWER BILLS			2,566.00	0.00	
4-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI RUSSELL REID WASTE HAULING &	24-02248 #0006945177 JULY 2024			27,095.04	0.00	
4-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
UNIVAR UNIVAR SOLUTIONS USA, INC.	24-02187 INVOICE #52286067 JULY 2024			5,940.00	0.00	
4-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
ALSEN005 ALS ENVIRONMENTAL	24-00763 #3313HN11962 TOXICITY TESTING			1,250.00	0.00	B
NJNATU N.J. NATURAL GAS CO.	24-02135 Various Accounts 6/137/19			1,620.05	0.00	
				2,870.05		
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			72,676.42		
	Department Total: UTILITY OE			72,676.42		
	CAFR Total:			72,676.42		
	Fund Total: SEWER UTILITY: BUDGET:			72,676.42		
	Year Total:			3,531,643.76		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Odr. 2018-57 Acq.Prop./Const. of FH					
C-04-55-998-176-001	Section 20 Costs					
SHOPOI SHORE POINT ARCHITECTURE, PA	21-01208 ENGINEERING SERVICES NEW FIRE			8,600.00	0.00	B
TMASSO T & M ASSOCIATES	23-01422 FIRE HEADQUARTERS CONSTRUCTION			21,283.94	0.00	B
KEYTEC KEY-TECH	23-03066 TESTING & INSPECTION CONTRACT			8,714.00	0.00	B
HILLW005 HILL WALLACK LLP	24-02281 Invoice 770698 General Matters			840.00	0.00	
				39,437.94		
	Extd Total: Odr. 2018-57 Acq.Prop./Const. of FH			39,437.94		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. 2021-36 Various Capital Improv.					
C-04-55-998-182-003	Public Works Equipment and Vehicles					
PMCASSOC PMC ASSOCIATES		24-01115	Q#470033 DPW Radios	5,191.80	0.00	
	Extd Total: Ord. 2021-36 Various Capital Improv.			5,191.80		
	Department Total:			44,629.74		
	CAFR Total:			44,629.74		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			44,629.74		
Fund:	PARKING CAPITAL					
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901	Section 20 Costs					
TMASSO T & M ASSOCIATES		20-03383	Reso 2020-303 Memorial Dr.	5,736.75	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			5,736.75		
	Department Total: Ord. 2020-8 Memorial Drive Paving			5,736.75		
Department:	Ord. 2022-8 Various Rd. Improvements					
Extd:	Ord. 2022-8 Various Rd. Improvements					
C-09-17-909-000-904	Section 20 Costs					
TMASSO T & M ASSOCIATES		22-01654	MONROE, COMSTOCK & EIGHT ROADS	29,719.54	0.00	B
	Extd Total: Ord. 2022-8 Various Rd. Improvements			29,719.54		
	Department Total: Ord. 2022-8 Various Rd. Improvements			29,719.54		
	CAFR Total:			35,456.29		
	Fund Total: PARKING CAPITAL			35,456.29		
	Year Total:			80,086.03		
Fund:	GRANT FUND BUDGET:					
G-02-43-950-021-200	Clean Communities Grant					
KEYPO005 KEYPORT ARMY AND NAVY		24-01243	T-shirts and Sweatshirts	6,464.88	0.00	
	Extd Total:			6,464.88		
	Department Total:			6,464.88		
G-02-43-956-022-217	Opioid Settlement Funds					
HOMDRU HOME DRUG PHARMACY		24-00744	Medication at risk opioid ct's	97.46	0.00	B
4IMPRINT 4IMPRINT		24-02048	Drawstring bags,	406.34	0.00	
4IMPRINT 4IMPRINT		24-02059	APPLE Fair hand out items	263.50	0.00	
TMOBIL T-MOBILE		24-02221	#990733363 5/21-6/20	63.42	0.00	
				830.72		
	Extd Total:			830.72		
	Department Total:			830.72		
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance					
ENDLE005 ENDLESS WAVES LLC		24-01629	BLANKET - LEASE SUBSIDY PROG	432.68	0.00	B

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance		Continued			
BASIN005 BASIN BAR, LLC		24-01635	REMAINING 3 PMNTS @ \$260.30 EA	260.30	0.00	B
VALEXP VALUE EXPRESS INC.		24-01638	LEASE SUBSIDY BLANKET - \$3000	500.00	0.00	B
WHATS005 WHAT'S YOUR EXIT LLC dba		24-01761	LEASE SUBSIDY BLANKET	394.60	0.00	B
THEBA005 THE BAKED BEAR		24-01822	LEASE GRANT 6 PMNTS @ \$458.03	458.03	0.00	B
NEWHO005 NEW HOUR		24-01995	BLANKET - 6 PMNTS @\$200 PER	400.00	0.00	B
ASBUR030 ASBURY PARK BREWERY, LLC		24-01996	BLANKET 6 PMNTS @\$500 EA.	500.00	0.00	B
LOCAL005 LOCALS ART SPACE A NJ		24-02010	BLANKET - 6 PMNTS @\$180 EA	360.00	0.00	B
				<u>3,305.61</u>		
	Extd Total:			3,305.61		
	Department Total:			3,305.61		
G-02-43-980-024-200	Mental Health Grant 2024					
VISNUR VISITING NURSES ASSN. OF CENTR		24-00938	Nurse Services MH Grant '24	14,620.00	0.00	B
	Extd Total:			14,620.00		
	Department Total:			14,620.00		
G-02-43-983-024-200	Social Services Bldg. Replacement Grant					
BELWIN BELMAR WINDOW SHOP		24-01517	SOCIAL SERVICE BLINDS	7,615.68	0.00	
	Extd Total:			7,615.68		
	Department Total:			7,615.68		
G-02-43-984-024-201	Municipal Share					
TMASSO T & M ASSOCIATES		24-01521	BOUNDARY & TOPOGRAPHIC SURVEY	3,765.75	0.00	B
ARCAR005 ARCARI & IOVINO ARCHITECTS, PC		24-01847	BOARDWALK RESTROOMS	3,735.00	0.00	B
				<u>7,500.75</u>		
	Extd Total:			7,500.75		
	Department Total:			7,500.75		
	CAFR Total:			40,337.64		
	Fund Total: GRANT FUND BUDGET:			40,337.64		
	Year Total:			40,337.64		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
MGLFOR MGL FORMS-SYSTEMS, LLC		24-01533	Dog License order for 2025	362.00	0.00	
SPCA MONMOUTH COUNTY SPCA		24-02073	#2025288 MAY & TNR SERVICES	112.50	0.00	
NJDEPH NJ DEPT.HEALTH/SNR.SERV.		24-02256	Dog Report Dues	24.00	0.00	
				<u>498.50</u>		
	Extd Total:			498.50		
	Department Total:			498.50		
	CAFR Total:			498.50		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			498.50		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2023 CDBG 23-MC-34-0100					
T-17-82-850-850-001	2023 Administration					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-02094	Informational Post Cards	199.00	0.00	
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	24-02241	Registrations for NJLM	60.00	0.00	
				259.00		
T-17-82-850-850-003	2023 Community Events					
AMAZO005	AMAZON.COM SERVICES	24-01667	Roller Skate Pary Supplies	19.00	0.00	
T-17-82-850-850-007	2023 Holiday Street Lighting					
RILOUT	RILEIGHS OUTDOOR DECOR	24-00357	Holiday Lighting	15,302.06	0.00	
	Extd Total:	2023 CDBG 23-MC-34-0100		15,580.06		
	Department Total:			15,580.06		
	CAFR Total:			15,580.06		
	Fund Total:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:		15,580.06		
Fund:	TRUST OTHER					
T-20-56-850-860-801	Reserve for Unemployment Compensation					
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	24-02166	4th Q 2022 adjustment	26.23	0.00	
	Extd Total:			26.23		
T-20-56-850-878-801	Reserve for Recreation					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	24-02241	Registrations for NJLM	60.00	0.00	
	Extd Total:			60.00		
T-20-56-850-933-301	Reserve for National Night Out					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-02015	Fliers & Lawn Signs for NNO	537.50	0.00	
ADPIMP	ADPRO IMPRINTS, INC.	24-02066	Tee Shirts-NNO 2024 All Sizes	1,796.00	0.00	
WHITE005	WHITECAPS COASTAL CREAMERY LLC	24-02077	Ice Cream-Soft Serve NNO 2024	500.00	0.00	
				2,833.50		
	Extd Total:			2,833.50		
	Department Total:			2,919.73		
Department:	UEZ Funds					
Extd:	UEZ Funds					
T-20-56-861-000-002	UEZ Employee Retention Program					
HCSCLO05	HCSC LAUNDRY	24-01838	BLANKET FOR EMPLOYEE RETENTION	56,105.11	0.00	B
	Extd Total:	UEZ Funds		56,105.11		
	Department Total:	UEZ Funds		56,105.11		
	CAFR Total:			59,024.84		
	Fund Total:	TRUST OTHER		59,024.84		

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-21-00-270-000-299	19-25 BORDEN AVENUE(INTERFAITH NEIGHBOR)					
LEONS010 LEON S. AVAKIAN, INC.	24-01976 ZB & PB ENG SVS Avakian			88.25	0.00	
	Extd Total:			88.25		
	Department Total:			88.25		
T-21-00-496-000-299	316 MAIN STREET(316 MAIN AVENUE, LLC)					
LEONS010 LEON S. AVAKIAN, INC.	24-02143 PB & ZB SVS AVAKIAN 6.24			160.00	0.00	
TMASSO T & M ASSOCIATES	24-02287 SE467093 316 Main St.			519.00	0.00	
				679.00		
	Extd Total:			679.00		
	Department Total:			679.00		
T-21-00-498-000-299	704 4TH AVE(13 GRAND POINT WAY, LLC)					
LEONS010 LEON S. AVAKIAN, INC.	24-01976 ZB & PB ENG SVS Avakian			1,315.00	0.00	
	Extd Total:			1,315.00		
	Department Total:			1,315.00		
T-21-00-516-000-299	507 BOND ST(INSPECTION)(EAGON BROS.PTR.)					
INSENG INSITE ENGINEERING, LLC	24-02163 ZB SVS MARCH 2023 CCH 28673			711.05	0.00	
	Extd Total:			711.05		
	Department Total:			711.05		
Department: INT ON NOTES						
T-21-00-523-000-299	705 SUNSET AVENUE(SAVITHA RAO)					
SACHI005 Sachin Shah	24-02123 Refund of Escrow Balance			1,150.00	0.00	
	Extd Total:			1,150.00		
	Department Total: INT ON NOTES			1,150.00		
T-21-00-551-000-299	700 MONROE AVE(MONROE AVENUE REALTY,LLC)					
CLACAN CLARKE CATON HINTZ PC	24-02141 PB & ZB SVS CCH June 2024			600.00	0.00	
	Extd Total:			600.00		
	Department Total:			600.00		
T-21-00-558-000-299	138 ELIZABETH AVENUE(CEVIN ALBERT)					
LEONS010 LEON S. AVAKIAN, INC.	24-02034 PB & ZB SVS Avakian May 2024			320.00	0.00	
	Extd Total:			320.00		
	Department Total:			320.00		
T-21-00-568-000-299	BL 4001(INSF.FEES)(AP BL 4001 VENTURE)					
LEONS010 LEON S. AVAKIAN, INC.	24-01976 ZB & PB ENG SVS Avakian			143.75	0.00	
LEONS010 LEON S. AVAKIAN, INC.	24-02034 PB & ZB SVS Avakian May 2024			2,702.50	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-568-000-299	BL 4001(INSP.FEES)(AP BL 4001 VENTURE) Continued					
LEONS010 LEON S. AVAKIAN, INC.	24-02143 PB & ZB SVS AVAKIAN 6.24			<u>948.75</u>	0.00	
				3,795.00		
	Extd Total:			3,795.00		
	Department Total:			3,795.00		
T-21-00-572-000-299	202 7TH AVE(INSP.FEES)(202 7TH AVE,LLC)					
LEONS010 LEON S. AVAKIAN, INC.	24-01976 ZB & PB ENG SVS Avakian			332.50	0.00	
LEONS010 LEON S. AVAKIAN, INC.	24-02034 PB & ZB SVS Avakian May 2024			<u>486.25</u>	0.00	
				818.75		
	Extd Total:			818.75		
	Department Total:			818.75		
T-21-00-573-000-299	205 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)					
LEONS010 LEON S. AVAKIAN, INC.	24-02143 PB & ZB SVS AVAKIAN 6.24			680.00	0.00	
	Extd Total:			680.00		
	Department Total:			680.00		
T-21-00-575-000-299	1509-1511 KINGSLEY(AP LUXURY APARTMENTS)					
CLACAN CLARKE CATON HINTZ PC	24-02141 PB & ZB SVS CCH June 2024			2,719.84	0.00	
LEONS010 LEON S. AVAKIAN, INC.	24-02143 PB & ZB SVS AVAKIAN 6.24			<u>425.00</u>	0.00	
				3,144.84		
	Extd Total:			3,144.84		
	Department Total:			3,144.84		
T-21-00-577-000-299	201 MEMORIAL/900 MATTISON(CONCRETE PROP)					
CLACAN CLARKE CATON HINTZ PC	24-02141 PB & ZB SVS CCH June 2024			75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
T-21-00-582-000-299	929 ASBURY AV(INSP)(PARTNER PROPERTIES)					
LEONS010 LEON S. AVAKIAN, INC.	24-02034 PB & ZB SVS Avakian May 2024			2,041.25	0.00	
LEONS010 LEON S. AVAKIAN, INC.	24-02143 PB & ZB SVS AVAKIAN 6.24			<u>1,262.50</u>	0.00	
				3,303.75		
	Extd Total:			3,303.75		
	Department Total:			3,303.75		
T-21-00-585-000-299	BALTIC & AEGEAN(INSPECTION FEES)(K.HOV)					
LEONS010 LEON S. AVAKIAN, INC.	24-02034 PB & ZB SVS Avakian May 2024			201.25	0.00	
LEONS010 LEON S. AVAKIAN, INC.	24-02143 PB & ZB SVS AVAKIAN 6.24			<u>86.25</u>	0.00	
				287.50		
	Extd Total:			287.50		
	Department Total:			287.50		

Attachment: Bill List 8-14-24 (2024-384 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-588-000-299	115-117 ATKINS AVE(INTERFAITH NEIGHBORS)					
LEONS010 LEON S. AVAKIAN, INC.	24-01976 ZB & PB ENG SVS Avakian			84.00	0.00	
	Extd Total:			84.00		
	Department Total:			84.00		
T-21-00-589-000-299	211 DEWITT(MONMOUTH INVESTMENT PARTNERS)					
LEONS010 LEON S. AVAKIAN, INC.	24-01976 ZB & PB ENG SVS Avakian			135.00	0.00	
	Extd Total:			135.00		
	Department Total:			135.00		
T-21-00-597-000-299	407 LAKE AVE(INS.P.FEES)(TOLL BROS.INC.)					
LEONS010 LEON S. AVAKIAN, INC.	24-01976 ZB & PB ENG SVS Avakian			86.25	0.00	
LEONS010 LEON S. AVAKIAN, INC.	24-02034 PB & ZB SVS Avakian May 2024			230.00	0.00	
LEONS010 LEON S. AVAKIAN, INC.	24-02143 PB & ZB SVS AVAKIAN 6.24			143.75	0.00	
				<u>460.00</u>		
	Extd Total:			460.00		
	Department Total:			460.00		
T-21-00-598-000-299	138,140 & 144 BORDEN(SAVVY INVESTOR,LLC)					
CLACAN CLARKE CATON HINTZ PC	24-02141 PB & ZB SVS CCH June 2024			75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
T-21-00-600-000-299	1411 MEMORIAL DR(INS)(T.CALTABILOTA,LLC)					
LEONS010 LEON S. AVAKIAN, INC.	24-02143 PB & ZB SVS AVAKIAN 6.24			1,115.00	0.00	
	Extd Total:			1,115.00		
	Department Total:			1,115.00		
T-21-00-605-000-299	1102 SECOND AVENUE(DANI WOJDYLA)					
LEONS010 LEON S. AVAKIAN, INC.	24-02034 PB & ZB SVS Avakian May 2024			225.00	0.00	
CLACAN CLARKE CATON HINTZ PC	24-02141 PB & ZB SVS CCH June 2024			225.00	0.00	
				<u>450.00</u>		
	Extd Total:			450.00		
	Department Total:			450.00		
T-21-00-606-000-299	637/701 LAKE AVE(INS.P.FEES)(DOUGLAS DEV)					
LEONS010 LEON S. AVAKIAN, INC.	24-02133 PB & ZB SVS Avakian Lake ave			614.10	0.00	
	Extd Total:			614.10		
	Department Total:			614.10		
T-21-00-608-000-299	9 SUNSET DRIVE(MARIA D. TORRES)					
LEONS010 LEON S. AVAKIAN, INC.	24-02034 PB & ZB SVS Avakian May 2024			545.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-608-000-299	9 SUNSET DRIVE(MARIA D. TORRES)		Continued			
CLACAN CLARKE CATON HINTZ PC		24-02141	PB & ZB SVS CCH June 2024	900.00	0.00	
				1,445.00		
	Extd Total:			1,445.00		
	Department Total:			1,445.00		
T-21-00-610-000-299	212-214 2ND/KINGSLEY CON(B3901 QOZF,LLC)					
LEONS010 LEON S. AVAKIAN, INC.		24-02034	PB & ZB SVS Avakian May 2024	1,220.00	0.00	
CLACAN CLARKE CATON HINTZ PC		24-02141	PB & ZB SVS CCH June 2024	765.00	0.00	
CLACAN CLARKE CATON HINTZ PC		24-02222	PB SVS CCH July 26, 2024	508.75	0.00	
				2,493.75		
	Extd Total:			2,493.75		
	Department Total:			2,493.75		
T-21-00-611-000-299	RESTAURANT ESCROW(209-213 4TH AVE.,LLC)					
LEONS010 LEON S. AVAKIAN, INC.		24-02034	PB & ZB SVS Avakian May 2024	1,380.00	0.00	
CLACAN CLARKE CATON HINTZ PC		24-02222	PB SVS CCH July 26, 2024	850.00	0.00	
				2,230.00		
	Extd Total:			2,230.00		
	Department Total:			2,230.00		
T-21-00-612-000-299	1206-1210 SPRINGWOOD(INTERFAITH NEIGH.)					
LEONS010 LEON S. AVAKIAN, INC.		24-02143	PB & ZB SVS AVAKIAN 6.24	170.00	0.00	
	Extd Total:			170.00		
	Department Total:			170.00		
T-21-00-613-000-299	201-203 EIGHTH AVENUE(K.HOVNANIAN)					
CLACAN CLARKE CATON HINTZ PC		24-02222	PB SVS CCH July 26, 2024	180.00	0.00	
	Extd Total:			180.00		
	Department Total:			180.00		
T-21-00-616-000-299	1217 4TH AVENUE(JOHN LIANTONIO)					
LEONS010 LEON S. AVAKIAN, INC.		24-01976	ZB & PB ENG SVS Avakian	560.00	0.00	
LEONS010 LEON S. AVAKIAN, INC.		24-02034	PB & ZB SVS Avakian May 2024	630.00	0.00	
CLACAN CLARKE CATON HINTZ PC		24-02141	PB & ZB SVS CCH June 2024	975.00	0.00	
				2,165.00		
	Extd Total:			2,165.00		
	Department Total:			2,165.00		
T-21-00-617-000-299	1118 SUMMERFIELD AVE(MSA ARCHITECTS PRO)					
LEONS010 LEON S. AVAKIAN, INC.		24-02034	PB & ZB SVS Avakian May 2024	320.00	0.00	
	Extd Total:			320.00		
	Department Total:			320.00		

Attachment: Bill List 8-14-24 (2024-384 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-619-000-299 LEONS010 LEON S. AVAKIAN, INC.	115-117 ATKINS(INSP.FEES)(INTERFAITH N.) 24-01976 ZB & PB ENG SVS Avakian			652.75	0.00	
	Extd Total:			652.75		
	Department Total:			652.75		
T-21-00-620-000-299 LEONS010 LEON S. AVAKIAN, INC.	711 BANGS AVENUE(725 MATTISON, LLC) 24-02034 PB & ZB SVS Avakian May 2024			320.00	0.00	
	Extd Total:			320.00		
	Department Total:			320.00		
T-21-00-621-000-299 LEONS010 LEON S. AVAKIAN, INC. LEONS010 LEON S. AVAKIAN, INC.	637-701 LAKE AVE(DOUGLAS DEVELOPMENT CO) 24-02133 PB & ZB SVS Avakian Lake ave 24-02143 PB & ZB SVS AVAKIAN 6.24			25.90 510.00 535.90	0.00 0.00	
	Extd Total:			535.90		
	Department Total:			535.90		
T-21-00-623-000-299 LEONS010 LEON S. AVAKIAN, INC.	138,140,144 BORDEN AVE(SAVVY INVESTORS) 24-02143 PB & ZB SVS AVAKIAN 6.24			425.00	0.00	
	Extd Total:			425.00		
	Department Total:			425.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			30,838.64		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			30,838.64		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-819 MARFAL MARAZITI FALCON, LLP	5TH AVE.PAVILION(MADISON ASBURY RETAIL) 24-02142 PRO. SERVICES RENDERED JUN-24			390.00	0.00	
T-48-56-850-000-842 MARFAL MARAZITI FALCON, LLP	iSTAR-BLK 4001(AP BLK 4001 VENTURE, LLC) 24-02126 PRO. SERVICES RENDERED MAY-24			130.00	0.00	
T-48-56-850-000-850 MARFAL MARAZITI FALCON, LLP	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC) 24-02126 PRO. SERVICES RENDERED MAY-24			2,827.50	0.00	
T-48-56-850-000-855 MARFAL MARAZITI FALCON, LLP MARFAL MARAZITI FALCON, LLP	1401 KINGSLEY/205 SUNSET(PHM SUNSET SQ.) 24-02126 PRO. SERVICES RENDERED MAY-24 24-02142 PRO. SERVICES RENDERED JUN-24			812.50 292.50 1,105.00	0.00 0.00	
T-48-56-850-000-856 DILW0005 DILWORTH PAXSON, LLP HILLW005 HILL WALLACK LLP	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC) 24-02164 Invoice 608931 1012 Asbury 24-02284 Invoice 770704 Pedal Boats			5,522.50 105.00 5,627.50	0.00 0.00	
T-48-56-850-000-860 MARFAL MARAZITI FALCON, LLP	911 KINGSLEY STREET(LITTLE DINK, LLC) 24-02126 PRO. SERVICES RENDERED MAY-24			130.00	0.00	

August 8, 2024
01:51 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

P 3.C.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-870 MARFAL MARAZITI FALCON, LLP	BLOCK 4306(ASBURY PARTNERS, LLC)	24-02142	PRO. SERVICES RENDERED JUN-24	975.00	0.00	
T-48-56-850-000-876 SCARA005 SCARANNI REAL ESTATE MNGMT,LLC	1256 WASHINGTON(SCARANNI REAL EST.MNGMT)	24-01997	Refund of Escrow Balance	478.78	0.00	
T-48-56-850-000-878 HILLW005 HILL WALLACK LLP	615 6TH AVENUE(JOAQUIM ASCENSO)	24-02285	Invoice 770714 615 6th ROW	17.50	0.00	
T-48-56-850-000-879 MARFAL MARAZITI FALCON, LLP	201-203 EIGHTH AVENUE(K.HOVNANIAN)	24-02142	PRO. SERVICES RENDERED JUN-24	617.50	0.00	
T-48-56-850-000-880 HILLW005 HILL WALLACK LLP	608 4TH AVENUE(WALTER SZCZESNY)	24-02285	Invoice 770714 615 6th ROW	17.50	0.00	
T-48-56-850-000-882 DILW005 DILWORTH PAXSON, LLP	BLK 3904 PARKING GARAGE(ASBURY PARTNERS)	24-02164	Invoice 608931 1012 Asbury	1,410.00	0.00	
Extd Total:				13,726.28		
Department Total:				13,726.28		
CAFR Total:				13,726.28		
Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW				13,726.28		
Fund: CITY OF ASBURY PARK CONCESSIONS ESCROW						
T-49-56-850-000-801 HILLW005 HILL WALLACK LLP	SURF LESSONS CONC.(SUMMERTIMESURF,LLC)	24-02284	Invoice 770704 Pedal Boats	280.00	0.00	
T-49-56-850-000-802 HILLW005 HILL WALLACK LLP	UMBRELLAS&BEACH CHAIRS CONC.(PIMCO,LLC)	24-02284	Invoice 770704 Pedal Boats	280.00	0.00	
T-49-56-850-000-803 HILLW005 HILL WALLACK LLP	AP PEDAL BOATS(SUNSHINE PRODUCTIONS,LLC)	24-02284	Invoice 770704 Pedal Boats	87.50	0.00	
Extd Total:				647.50		
Department Total:				647.50		
CAFR Total:				647.50		
Fund Total: CITY OF ASBURY PARK CONCESSIONS ESCROW				647.50		
Year Total:				120,315.82		
Total Charged Lines: 518 Total List Amount: 3,772,383.25 Total Void Amount: 0.00						

Attachment: Bill List 8-14-24 (2024-384 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	4-01	3,256,697.62	0.00	0.00	3,256,697.62
BEACH	4-05	167,559.80	0.00	0.00	167,559.80
TRANSPORTATION UTILITY: BUDGET:	4-06	34,709.92	0.00	0.00	34,709.92
SEWER UTILITY: BUDGET:	4-07	<u>72,676.42</u>	<u>0.00</u>	<u>0.00</u>	<u>72,676.42</u>
Year Total:		3,531,643.76	0.00	0.00	3,531,643.76
GENERAL CAPITAL FUND BUDGET:	C-04	44,629.74	0.00	0.00	44,629.74
PARKING CAPITAL	C-09	<u>35,456.29</u>	<u>0.00</u>	<u>0.00</u>	<u>35,456.29</u>
Year Total:		80,086.03	0.00	0.00	80,086.03
GRANT FUND BUDGET:	G-02	40,337.64	0.00	0.00	40,337.64
ANIMAL CONTROL FUND BUDGET:	T-12	498.50	0.00	0.00	498.50
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	15,580.06	0.00	0.00	15,580.06
TRUST OTHER	T-20	59,024.84	0.00	0.00	59,024.84
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	30,838.64	0.00	0.00	30,838.64
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	13,726.28	0.00	0.00	13,726.28
CITY OF ASBURY PARK CONCESSIONS ESCRO	T-49	<u>647.50</u>	<u>0.00</u>	<u>0.00</u>	<u>647.50</u>
Year Total:		120,315.82	0.00	0.00	120,315.82
Total of All Funds:		<u>3,772,383.25</u>	<u>0.00</u>	<u>0.00</u>	<u>3,772,383.25</u>

August 14, 2024 Meeting

Balance Brought Forward from Total List Amount	\$ 3,772,383.25
L2 Productions, LLC (24-01940)	\$ 400.00

Total:	<u>\$ 3,772,783.25</u>
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RESOLUTION NO. 2024-385

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on August 14, 2024 the following Special Events Applications were presented for approval by the Director of Recreation:

1. A Walk in their Shoes
2. Mcloones Weddings
 - a. 9/29
 - b. 11/17
 - c. 8/31

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

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

I, LISA ESPOSITO, 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. 2024-385 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK**SPECIAL EVENT APPLICATION FORM**

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

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

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

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

Date of Event: November 3rd 2024 Rain Date: 0

Time of Event: 9:00 AM to 10:30 AM Setup time: 7:30 AM Break-down time: 11:00 AM

Name of Event: A WALK IN THEIR SHOES - Asbury Park Boardwalk

Location of Event: BOARDWALK

Type of Event (check all that apply):

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

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

Attachment: cm 81424 (2024-385 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)

Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day, 5pm is the earliest ceremonies can begin on any beach.

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additional insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Firework displays are prohibited w/o pre-approval from the City & proper documentation being provided to the City
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 9/29/24 Ceremony start time: 6pm End time: 6:30pm
 Setup time: 4pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
 Location of Ceremony: 5th Avenue Beach

☐ YES ☒ NO Will reserved parking spaces be requested? If so, how many spaces _____
 where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Diana + Brian Benedicks

Contact #: _____ Email Address: _____

Applicant 2- Name & Address: Libby Lwin
Tim Muckers 5 Jppor Ave

Contact #: 732 774 1155 Email Address: lwin@lwinmuckers.com

of people in wedding party: _____ # of people attending wedding: 70

Will any of the following items be used (check all that apply):

- | | |
|--|---|
| ☐ Pa system | ☐ Chairs |
| ☐ Archway | ☐ Canopy/tent (if larger than 30x30, a permit is required) |
| ☐ Other structures: | |

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup

7/9/24⁶



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)
Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day. Ceremonies can begin on any beach.

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additionally insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Firework displays are prohibited w/o pre-approval from the City & proper documentation being provided to the City
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 11/17/24 Ceremony start time: 11:30am End time: 12pm
Setup time: 10am (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: 5th Avenue Beach

☐ YES ☒ NO Will reserved parking spaces be requested? If so, how many spaces _____
where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Alyssa Zygmunt

Contact #: _____ Email Address: azygmunt@gmail.com

Applicant 2- Name & Address: Emabella Gregorio

Contact #: _____ Email Address: _____

of people in wedding party: _____ # of people attending wedding: _____

Will any of the following items be used (check all that apply):

- ☐ Pa system
☐ Archway

- ☒ Chairs
☐ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup of the area where my event is held and that no cooking or alcohol are allowed on the beach. If it becomes necessary for the City to care for the area, I am liable for all costs incurred. Lastly I understand all fees are non-refundable.

Signature of Applicant 1 or 2

Date

Attachment: cm 81424 (2024-385 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)

Make checks payable to "The City of Asbury Park " 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day, 6pm is the earliest ceremonies can begin on any beach.

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park , NJ 07712) as an additional ly insured in the amount of one million dollars.(If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony
- Alcohol is prohibited on City beaches
- Firework displays are prohibited w/o pre-approval from the City & proper documentation being provided to the City
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 8/31/24 Ceremony start time: 6pm End time: 6:30pm
 Setup time: 4pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
 Location of Ceremony: 5th Avenue Beach

☐ YES ☒ NO Will reserved parking spaces be requested? If so, how many spaces _____
 where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Smith + Rodriguez
Wedding
 Contact #: _____ Email Address: _____

Applicant 2- Name & Address: Liloby Kwinin
Tim Macoones Super Hub
 Contact #: 732 774 1155 Email Address: lilobykwinin@macoones.com
 # of people in wedding party: _____ # of people attending wedding: 80

Will any of the following items be used (check all that apply):

- | | |
|--|---|
| ☐ Pa system | ☐ Chairs |
| ☐ Archway | ☐ Canopy/tent (if larger than 30x30, a permit is required) |
| ☐ Other structures: | |

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup

[Signature]
7/9/24



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 14, 2024
RESOLUTION SUMMARY

2024-387

Resolution authorizing the purchase various computers, server, accessories and peripherals needed for Citywide computer replacement from Dell Technologies off of NJ State Contract and utilizing Capital Funds.

Dell quotes = \$3,850.08 for three laptops,
\$29,099.80 for twenty standard workstations and
\$18,763.26 for a server.

Total Capital Funds = \$51,713.14



RESOLUTION NO. 2024-387

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

RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS COMPUTERS AND ACCESSORIES NEEDED FOR CITYWIDE COMPUTER REPLACEMENT

WHEREAS, the City has a need to upgrade and replace computers, servers, accessories and peripherals Citywide; and

WHEREAS, the City has obtained the attached quotes from Dell Marketing, LP from NJ State Contract #24-TELE-71883 and #24-TELE-71883 at a total cost of \$51,713.14 for three laptops, twenty standard workstations and one server; and

WHEREAS, the City of Asbury Park is desirous of authorizing the purchase of replacement computers, server, accessories and peripherals needed Citywide to the vendor listed above in an amount of \$51,713.14; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-186-003 upon the adoption of the 2024 Capital Ordinance. The maximum amount of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase of replacement computers, server, accessories and peripherals as outlined in this Resolution for a total amount of \$51,713.14; and

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

I, LISA ESPOSITO, 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. 2024-387 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK



A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under "Quotes" in the top menu bar.

Quote No.: 3000179358504
 Total (USD): \$3,850.08
 eQuote Name: 4G LTE Laptops (2024 Capital)
 eQuote Creator: joe.dellaragione@cityofasburypark.com
 Quoted On: Jul. 25, 2024
 Expires By: Aug. 24, 2024

Company Name: -
 Customer Number: 4593011
 Phone: 9087752100
 Premier Page Name: Asbury Park, NJ NASPO ValuePoint 89967 / WN23AGW

Contract Name: Dell NASPO Computer Equipment PA - New Jersey
 Contract Code: C000001128033
 Customer Agreement Number: 23026 / M0483/24-TELE-71883

Custom Fields:

Vendor Address: 1 Dell Way, Round Rock, Texas 78682

Billing Address:

-
 DELLARAGIONE JOE
 1 MUNICIPAL PLAZA
 ASBURY PARK, NJ 07712-0000

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
Latitude 5340 – Build Your Own	3	\$3,235.00	\$1,283.36	\$3,850.08
Premier discount		- \$1,951.64		
Subtotal:				\$3,850.08
Shipping:				\$0.00
Estimated Tax:				\$0.00
Total (USD):				\$3,850.08

Shipping Address:

City of Asbury Park
 Dellaragione Joe
 1 MUNICIPAL PLZ
 ASBURY PARK , NJ 07712

Shipping Method:

FREE Standard Delivery

Product Details
**Latitude 5340 – Build Your Own
 (210-BGBF)**

Order Code: xctol5340usr

Qty	Unit Price	Subtotal
3	\$1,283.36	\$3,850.08

Module	Description	Product Code	SKU	Qty
Base	Dell Latitude 5340 XCTO Base	GSE11O7	210-BGBF	1
Processor	13th Gen Intel® Core™ i7-1365U vPro® (12 MB cache, 10 cores, 12 threads, up to 5.2 GHz Turbo)	GY1AS0V	379-BFBW	1
Operating System	Windows 11 Pro, English, Brazilian Portuguese, French, Spanish	G01OVWE	619-ARSB	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GC7OFJV	658-BCSB	1
Graphics and Memory	Intel 13th Generation Core i7-1365U vPro, 16GB LPDDR5 Memory, Intel Integrated Graphics, TBT4	GF5CV23	338-CHGE	1
Intel Responsiveness Technologies	Intel® Rapid Storage Technology Driver	G0LX2UQ	409-BCWY	1
Systems Management	Intel vPro Enterprise Management Enabled	G6DV4JH	631-ADQH	1
Memory	16 GB: LPDDR5X, 4800 MT/s (onboard), dual-channel	G4DMNFZ	370-AHMM	1
Storage	512 GB, M.2 2230, PCIe NVMe, SSD, Class 35	GA3NW4O	400-BOLI	1
Display	2-in-1 13.3" FHD (1920x1080) Touch, AR+AS, IPS, 300 nits, FHD IR Cam, WLAN/WWAN (4G), Pen Supp, GGDx	GTSG59A	391-BHGM	1
Keyboard	English US backlit keyboard, 79-key	GRN7JOV	583-BHBS	1
External Mouse	No Mouse	G8043UZ	570-AADK	1
Wireless Driver	Intel® AX211, 2x2, 802.11ax, MU-MIMO Driver, Bluetooth	GXJ0QR1	555-BIKS	1
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card	GL03PXW	555-BHHU	1
Mobile Broadband	No Mobile Broadband Card	GR957IY	556-BBCD	1
Primary Battery	3 Cell, 54 Wh, ExpressCharge™, ExpressCharge™ Boost capable	GFB63PN	451-BDBL	1
Power Supply	65W AC Rugged adapter, USB Type-C, TCO Gen 9 compliant	GFVJB39	492-BDJG	1
PalmRest	Single Pointing, No Palmrest Security Options	GE7PJBH	346-BIMQ	1
Home and Small Business Security Solutions	No anti-virus software	GD4K19S	650-AAAM	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1
Power Cord	E4 Power Cord 1M for US	GC90V4B	537-BBDO	1
Placemat	Latitude 5340 2-in-1 Quick Start Guide	GINPJ0F	340-DDMG	1
Resource Media	No Resource USB Media	G5KFAU6	430-XXYG	1

Attachment: IT - DELL QUOTES (2024-387 : Authorizing the purchase of computer and accessories needed for Citywide computer

Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	340-AGIK	1
ENERGY STAR	ENERGY STAR Qualified	GFSJ2Q8	387-BBPC	1
FGA Module	No FGA	NOFGA	817-BB8B	1
Non-Microsoft		GX3QS7G		1
Application Software	Dell Additional Software		658-BFQB	
Shipping Material	DAO Mix Model 65WAdpt+WLAN AX211 (2N1)	GCJQ8AT	340-DJWT	1
Processor Label	Intel® Core™ i7 vPro Enterprise Label	GYT8X1V	340-CYNX	1
Transportation		G1IR983		1
from ODM to region	Standard Shipment (VS)		800-BBQK	
UPC Label	No UPC Label	G8WGTYN	389-BCGW	1
Chassis Options	Latitude 5340 2-in-1 Bottom Door (Big Door)	GJ4K3E7	321-BJSX	1
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	379-BDZB	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1
Camera	FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	GFPAL0Z	319-BBIE	1
Removable CD/DVD Drives	No Removable CD/DVD Drive	GDCPVR0	429-AATO	1
Service	4Y Basic Onsite Service after remote diagnosis with Hardware-Only Support	NBD4	975-3461,997-8317,997-8328,997-8334	1

Need Help?



We're here to answer any of your Order Support questions. Contact Us.

CONNECT WITH DELL:



Attachment: IT - DELL QUOTES (2024-387 : Authorizing the purchase of computer and accessories needed for Citywide computer

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682



A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under "Quotes" in the top menu bar.

Quote No.: 3000179358832
 Total (USD): \$29,099.80
 eQuote Name: Standard Workstation (2024 Capital)
 eQuote Creator: joe.dellaragione@cityofasburypark.com
 Quoted On: Jul. 25, 2024
 Expires By: Aug. 24, 2024

Company Name: -
 Customer Number: 4593011
 Phone: 9087752100
 Premier Page Name: Asbury Park, NJ NASPO ValuePoint 89967 / WN23AGW

Contract Name: Dell NASPO Computer Equipment PA - New Jersey
 Contract Code: C000001128033
 Customer Agreement Number: 23026 / M0483/24-TELE-71883

Custom Fields:

Vendor Address: 1 Dell Way, Round Rock, Texas 78682

Billing Address:

-
 DELLARAGIONE JOE
 1 MUNICIPAL PLAZA
 ASBURY PARK, NJ 07712-0000

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
New OptiPlex Micro Plus - Build Your Own	20	\$2,424.99	\$1,454.99	\$29,099.80
Premier discount		- \$970.00		
Subtotal:				\$29,099.80
Shipping:				\$0.00
Estimated Tax:				\$0.00
Total (USD):				\$29,099.80

Attachment: IT - DELL QUOTES (2024-387 : Authorizing the purchase of computer and accessories needed for Citywide computer

Shipping Address:

City of Asbury Park
 Dellaragione Joe
 1 MUNICIPAL PLZ
 ASBURY PARK , NJ 07712

Shipping Method:

FREE Standard Delivery

Product Details

		Qty	Unit Price	Subtotal
	New OptiPlex Micro Plus - Build Your Own (210-BKXD) Order Code: xctoo7020mffpusr	20	\$1,454.99	\$29,099.80
Module	Description	Product Code	SKU	Qty
OptiPlex Micro		G3G2EY4		1
Form Factor (Plus 7020)	OptiPlex Micro Form Factor Plus 7020		210-BKXD	
Processor	Intel® Core™ i7 14700 vPro® (33 MB cache, 20 cores, 28 threads, up to 5.3 GHz Turbo)	G1QF3VG	338-CNCK	1
Operating System	Windows 11 Pro, English, Brazilian Portuguese, French, Spanish	G01OVWE	619-ARSB	1
Microsoft Application Software	Activate Your Microsoft 365 For A 30 Day Trial	GC7OFJV	658-BCSB	1
Memory	16 GB: 1 x 16 GB, DDR5	GKM62V1	370-BBPX	1
Hard Drive	M.2 2230 1TB PCIe NVMe SSD Class 25	GJ0P5D1	400-BPKC,773-BBBC	1
Additional Hard Drive	No Additional Hard Drive	G780XKR	401-AANH	1
Raid Connectivity	NO RAID	GX5Q06T	817-BBBN	1
Chassis Options	OptiPlex Micro Plus with 65W CPU	GUQ0GZM	329-BJWV	1
Power Cord	Power Cord (US) for 180W Adapter	G1S6LHJ	450-AAZN	1
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card, internal antenna	G9DIOIU	555-BHDU,555-BHDV	1
Wireless Driver	Wireless Driver, Intel AX211	G4HT6MY	555-BKJP	1
Serial Port Adapter	No PCIe add-in-card	GVEYOQ7	492-BBFF	1
Additional Video Ports	No Additional Video Ports	GWFXAL0	492-BCKH	1
Keyboard	Dell Pro Wireless Keyboard and Mouse - KM5221W Black - US English	GX0V4JP	580-AJJG	1
Mouse	Mouse included with Keyboard	GU54MYP	570-AADI	1
Back Cover	No Cable Cover	GDT2C7Z	325-BCZQ	1
External Speakers	No External Speaker	GTNM7E2	817-BBBC	1
Software Stack	Dell Additional Software	G71R0QM	634-CHFP	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	340-AGIK	1

Attachment: IT - DELL QUOTES (2024-387 : Authorizing the purchase of computer and accessories needed for Citywide computer

System		GU1BEH4		1
Monitoring Options	Watch Dog SRV		379-BFMR	
Placemat	Quick Start Guide, OptiPlex Micro Plus 7020	GC3SWQO	340-DMHF	1
EAN/UPC Labels	No UPC Label	G8WGTYN	389-BCGW	1
TPM Security	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	329-BBJL	1
Shipping Material	Shipping Material	GQKNZ4O	340-CQYN,389-BBUU	1
Label	High:FSJ Reg label for 180W adaptor	GNIC0WR	389-FGDW	1
Intel Responsiveness Technologies	IRST Driver	GN9A4HD	658-BFSV	1
Processor Label	Intel® Core™ i7 Processor Label	G3P1WL7	340-CUEQ	1
Transportation from ODM to region	Standard shipment	GQT8IGC	800-BBIO	1
Protect your new PC	No anti-virus software	GD4K19S	650-AAAM	1
Adapter	No Additional Cable	GIX0L8M	379-BBCY	1
Stands and Mounts	No Stand or Mount	GJO5ZSE	575-BBBI	1
TAA	No Federal Order	GUSA19Y	340-ACQQ	1
Power Supply	180 Watt A/C Adapter, TCO Compliant	G09XE3K	450-BBBM	1
FGA Module	No FGA	NOFGA	817-BBBB	1
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	379-BDZB	1
Speakers	Internal Speaker	G870O1E	520-BBFQ	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1
Systems Management	No Out-of-Band Systems Management	GAKYM2B	631-BBQD	1
ICPS	Intel® Connectivity Performance Suite	G671LVC	640-BBSX	1
Micro Mounting Option	No Stand or Mount	GJO5ZSE	575-BBBI	1
Service	3Y ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support	PN3	812-3886,812-3894,812-3908,989-3449	1

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Electronically linked terms and descriptions are available in hard copy upon request.

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

[!!!WARNING-PASSWORD!!!]: [EXTERNAL] Your Dell Quote 3000179665324.1

Ashleigh.Hickman@Dell.com <Ashleigh.Hickman@Dell.com>

Mon 8/5/2024 11:53 AM

To:Joe Dellaragione <Joe.Dellaragione@cityofasburypark.com>

Cc:Ashleigh.Hickman@Dell.com <Ashleigh.Hickman@Dell.com>



DELL

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Sep. 04, 2024**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	Asbury Park, NY - R660	Sales Rep	Ashleigh Hickman
Quote No.	3000179665324.1	Phone	(800) 456-3355, 80000
Total	\$18,763.26	Email	Ashleigh.Hickman@Dell.com
Customer #	4593011	Billing To	JOE DELLARAGIONE
Quoted On	Aug. 05, 2024		CITY OF ASBURY PARK
Expires by	Sep. 04, 2024		1 MUNICIPAL PLAZA
Contract Name	Dell NASPO Computer Equipment PA - New Jersey		ASBURY PARK, NJ 07712-0000
Contract Code	C000001128033		
Customer Agreement #	23026 / M0483/24-TELE-71883		
Solution ID	19404626.1		
Deal ID	27911204		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Ashleigh Hickman

Attachment: IT - DELL QUOTES (2024-387 : Authorizing the purchase of computer and accessories needed for Citywide computer

Product	Unit Price	Quantity	Subtotal
PowerEdge R660 Tailor Made - [PE_R660_TM]	\$18,763.26	1	\$18,763.26
Subtotal:			\$18,763.26
Shipping:			\$0.00
Non-Taxable Amount:			\$18,763.26
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$18,763.26

Attachment: IT - DELL QUOTES (2024-387 : Authorizing the purchase of computer and accessories needed for Citywide computer

Shipping Group Details

Shipping To

JOE DELLARAGIONE
CITY OF ASBURY PARK
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712-0000
(908) 775-2100

Shipping Method

Standard Delivery

		Unit Price	Quantity	Subtotal
PowerEdge R660 Tailor Made - [PE_R660_TM]		\$18,763.26	1	\$18,763.26
Estimated delivery if purchased today:				
Aug. 16, 2024				
Contract # C000001128033				
Customer Agreement # 23026 / M0483/24-TELE-71883				
Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R660 Server	210-BEQQ	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
2.5" Chassis with up to 10 Hard Drives (SAS/SATA), 2CPU, PERC12	321-BHRZ	-	1	-
Intel Xeon Gold 5415+ 2.9G, 8C/16T, 16GT/s, 22.5M Cache, Turbo, HT (150W) DDR5-4400	338-CHSS	-	1	-
Intel Xeon Gold 5415+ 2.9G, 8C/16T, 16GT/s, 22.5M Cache, Turbo, HT (150W) DDR5-4400	338-CHSS	-	1	-
No HBM	379-BFFD	-	1	-
Standard Heatsink for 2 CPU configuration (CPU less than or equal to 185W)	412-ABCJ	-	1	-
Performance Optimized	370-AAIP	-	1	-
5600MT/s RDIMMs	370-BBRX	-	1	-
RAID 5	780-BCDP	-	1	-
PERC H965i Controller, Front	405-ABDN	-	1	-
Front PERC Mechanical Parts, rear load	750-ADWX	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
4 Very High Performance Fans for 2 CPU	384-BCUJ	-	1	-
Dual, Hot-plug, Power Supply Redundant (1+1), 800W, Mixed Mode, NAF	450-AIQX	-	1	-
Riser Config 3, Full Height, 2x16 FH Slots (Gen5)	330-BBYZ	-	1	-
Motherboard supports ONLY CPUs below 250W. Cannot upgrade to CPUs 250W and above	329-BJJY	-	1	-
iDRAC9, Enterprise 16G	528-CTIC	-	1	-
Broadcom 5720 Quad Port 1GbE BASE-T Adapter, OCP NIC 3.0	540-BCOB	-	1	-
LOM Blank	540-BDMK	-	1	-
PowerEdge 1U LCD Bezel	325-BEUG	-	1	-

Attachment: IT - DELL QUOTES (2024-387 : Authorizing the purchase of computer and accessories needed for Citywide computer

Dell Luggage Tag	350-BCKC	-	1	-
BOSS-N1 controller card + with 2 M.2 960GB (RAID 1)	403-BCRZ	-	1	-
BOSS Cables and Bracket for R660	470-AFMG	-	1	-
No Quick Sync	350-BBXM	-	1	-
iDRAC9 Factory Generated Password for OCP cards	379-BETG	-	1	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
No Operating System	611-BBBF	-	1	-
No Media Required	605-BBFN	-	1	-
Cable Management Arm	770-BDMT	-	1	-
ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar	770-BECD	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
PowerEdge R660 Shipping	340-DBXZ	-	1	-
PowerEdge R660 Shipping Material, 10x2.5", 8x2.5" Smart Flow or 16xEDSFF	340-DBYZ	-	1	-
PowerEdge R660 CCC Marking, No CE Marking	343-BBTT	-	1	-
ProSupport 7x24 Technical Support and Assistance 5 Years	887-1064	-	1	-
ProSupport Next Business Day On-Site Service After Problem Diagnosis 5 Years	887-1073	-	1	-
Dell Hardware Limited Warranty Plus On-Site Service	887-1076	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
16GB RDIMM, 5600MT/s, Single Rank	370-BBRQ	-	16	-
3.84TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	400-AXSK	-	4	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-

Subtotal:	\$18,763.26
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$18,763.26

CONNECT WITH DELL:

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IT Transformation



Laptops



Desktops

Servers & Storage	2-in-1's	Electronics & Accessories
Financing Options	Dell Services	Dell Support
Subscription Center	Events	Dell Premier

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 14, 2024
RESOLUTION SUMMARY

2024-388

Resolution authorizing the purchase of access control security system in the amount of \$85,862.26 from A+ Technology on NJ State Contract, utilizing capital funds for the following locations:

5 Doors at the Municipal Building & 1 PD Door - \$23,602.30

PD Door R3 - \$44,446.79

Back Garage 3 Doors R1 - \$17,813.17



RESOLUTION NO. 2024-388

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

RESOLUTION AUTHORIZING PURCHASE OF ACCESS CONTROL SECURITY SYSTEM AT VARIOUS LOCATIONS CITYWIDE

WHEREAS, the City of Asbury Park ("City") has a need to purchase access control security system at various locations Citywide; and

WHEREAS, the City has obtained the attached quotes totaling \$85,862.26

- A+ Technology & Security in the amount of \$85,862.26 on State Contract #17-TELE-00231

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of access control security system to the vendor listed above in an amount of \$85,862.26; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-186-003 upon the adoption of the 2024 Capital Ordinance. The maximum amount of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of access control security system in the amount of \$85,862.26 and a copy of this Resolution shall be provided to the Director of IT, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, 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. 2024-388 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK

**AGREEMENT BETWEEN THE CITY OF ASBURY PARK AND
A+ TECHNOLOGY & SECURITY SOLUTIONS, INC. FOR THE PURCHASE AND
INSTALLATION OF ELECTRONIC DOOR LOCKING SYSTEMS.**

THIS AGREEMENT is entered into this ____ day of _____, 2024,

BY AND BETWEEN

The **CITY OF ASBURY PARK**, a Municipal Corporation of the State of New Jersey, with its principal office located at One Municipal Plaza, Asbury Park, New Jersey 07712 (also referred to as the "City");

- and -

A+ TECHNOLOGY & SECURITY SOLUTIONS, INC., whose address is 1490 North Clinton Avenue, Bay Shore, New York 11706 (hereinafter the "Contractor").

[The City and the Contractor are hereinafter collectively referred to as the "Parties."]

WITNESSETH:

For and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Services to be Provided. The Contractor shall provide and install three (3) separate electronic door locking systems (the "Services") at: (1) the City's municipal building, with an address of One Municipal Plaza, Asbury Park, New Jersey 07712; (2) the City's Department of Public Works ("DPW") building, with an address of 9 Main Street, Asbury Park, New Jersey 07712; and (3) the City's Police Department, also with an address of One Municipal Plaza, Asbury Park, New Jersey 07712, in accordance with the terms set forth in its proposals dated July 25, 2024 (the "Proposals"), copies of which are attached hereto as Schedules A, B, and C, respectively, which shall be incorporated herein by reference, subject to the provisions of Paragraph 7 below.

2. Term. The term of the Contractor's provision of the Services shall commence upon the signature of the within Agreement by both Parties and shall endure until the Services have been satisfactorily completed, which determination shall be made in the sole discretion of the City.

3. Compensation.

- a. The City hereby agrees to pay the Contractor for the Services in accordance with the provisions contained in the attached Schedules. Payments will be made after a properly executed City purchase order/voucher has been received and formally approved by the City Council at its subsequent regular meeting.

- b. It is also agreed that the final payment to the Contractor shall be considered as a release in full of all claims against the City arising out of or by reason of performance or non-performance of the City's obligations under this Contract.

4. Insurance.

- a. The Contractor shall provide insurance coverage as follows:

- (1) The Contractor shall provide comprehensive commercial general liability insurance coverage in an amount not less than one million dollars (\$1,000,000.00) per occurrence. Policy shall be written on the comprehensive form including products/completed operations and protect against claims for all damages arising from bodily injury, property damage, personal injury and advertising injury including death.
- (2) The Contractor shall also provide comprehensive automobile liability insurance covering the use of all owned, non-owned, hired or leased automobiles for bodily injury and property damage. Coverage shall include uninsured and underinsured motorist at limits no less than one million dollars (\$1,000,000.00) per accident.
- (3) The Contractor shall also provide Umbrella / Excess Liability with coverage in an amount not less than five million dollars per occurrence (\$5,000,000.00). Coverage to apply in excess of Commercial General Liability, Automobile Liability and Employers Liability. No such Umbrella Insurance policy be more restrictive than the coverage provided for under the above-described primary policies.
- (4) The Contractor shall also provide Workers' Compensation/ Employers Liability coverage to comply with New Jersey Statutes, along with USLHW Act and Jones Act, if applicable. If any party operates as a Sole Proprietor, Partnership, Limited Liability Partnership (L.L.P.) or Limited Liability Company (L.L.C.) the Certificate of Insurance shall state when applicable that the self-employed persons, partners, partners of the L.L.P. or members of the L.L.C. have elected to be deemed employees of the business and therefore covered under the policy.

Worker Compensation - Statutory

Employers Liability - \$1,000,000.00 each accident

\$1,000,000.00 each employee

\$1,000,000.00 policy limit

(5) The above amounts may not be modified without approval of the City's insurance carrier.

- b. The Contractor shall name the City of Asbury Park as an additional insured on its policy(ies) of insurance required to be maintained by Contractor pursuant to Paragraph 4(a) of this Agreement. All such policies shall be primary and non-contributory. All of the foregoing policies shall be endorsed to reflect the Indemnitees (as such term is defined in Paragraph 5 hereof) as Additional Insureds. Said policy(ies) shall provide for at least thirty (30) days advance written notice to the City (directed to the attention of the Asbury Park City Manager and City Clerk) before cancellation or non-renewal (10 days for non payment). The City shall be permitted to terminate this Agreement in any instance where the Contractor has failed to satisfy the requirements of this Paragraph 4 including but limited to its failure to provide satisfactory replacement coverage in the event Contractor has its current policies cancelled or not renewed during the foregoing thirty (30) day notice period. The Contractor shall provide the City with a certificate of insurance satisfying the conditions of this Paragraph 4 prior to the commencement of the Services.

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

6. Sales Tax. The Contractor, and each of its affiliates and/or subcontractors, shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property intended for a contract with a contracting agency.

7. Entire Agreement; Discrepancies with Proposals. This Agreement, together with the attached Schedules, constitutes that entire agreement between the Parties. There are no representations, warranties or agreements, whether express or implied, except as set forth in this Agreement. This Agreement may not be cancelled, changed, modified, or amended orally, and no cancellation, change, modification or amendment hereof shall be effective or binding unless in a written instrument signed by the Parties. In the case of any discrepancy(ies) between any terms and conditions contained in the Contractor's Proposals (Schedules A, B and C) and the within Agreement, the terms of the within Agreement shall supersede and prevail.

8. Waiver. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom same is charged.

9. Assignment. This Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the City.

10. Termination. The City reserves the right to terminate this Agreement upon the failure of the Contractor to perform the Services in accordance with the attached Schedules and/or in a manner that is satisfactory to the City.

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

12. Interpretation. All the terms, conditions or other provisions of this Agreement shall be interpreted and governed by the laws of the State of New Jersey.

[Signatures on the Next Page.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and their proper corporate seal affixed hereto, the day, and year above stated.

ATTEST:

CITY OF ASBURY PARK

LISA ESPOSITO,
CITY CLERK

MAYOR JOHN B. MOOR

WITNESS:

**A+ TECHNOLOGY & SECURITY
SOLUTIONS, INC.**

(Print Name)

(Print Name)

SCHEDULE A



Quote

Date	Quote #
7/5/2024	ES37470

Bill To: Accounts Payable
City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712

Ship To: Joe Dellaragione
City of Asbury Park
1 Municipal Plaza
Information Technology
Asbury Park NJ 07712

Title	Terms	Rep
Municipal Building Additional 5 Doors and 1 PD Door	Net 30	Sobel, Matthew

Ln #	Qty	Description	Unit Price	Ext. Price
1	6	LICENSE DOOR <i>Manuf. Part #: 2A8943</i>	\$145.00	\$870.00
2	6	T15 MULTI TECH READER BLACK <i>Manuf. Part #: C300480</i>	\$290.00	\$1,740.00
3	5	5200C-12/24D-LBM 5200C SERIES COMPLETE STRIKE WITH LATCHB <i>Manuf. Part #: 5200C-12/24D-LBM</i>	\$251.20	\$1,256.00
4	1	Electric Strike, Slim-Line, 1-3/4" Width x 1/2" Depth x 9" Height, Satin Stainless Steel, Latchbolt Monitor <i>Manuf. Part #: 9400-630-LBM</i>	\$544.00	\$544.00
5	1	LSP E2 CABINET WITH 6A PSU <i>Manuf. Part #: C305720</i>	\$419.00	\$419.00
6	1	CONTROLLER 7000 STANDARD <i>Manuf. Part #: C400100</i>	\$1,693.33	\$1,693.33
7	1	8 HBUS MODULE <i>Manuf. Part #: C300182</i>	\$1,490.00	\$1,490.00
8	1	LSP C8 LOCK CONTROLLER MODULE 8 OUTPUTS <i>Manuf. Part #: C305741</i>	\$101.00	\$101.00
9	1	LSP B100 SECONDARY VOLTAGE MODULE <i>Manuf. Part #: C305740</i>	\$70.00	\$70.00
10	1	12V/7.0AH BATTERY <i>Manuf. Part #: BT126</i>	\$32.33	\$32.33
11	1	3 CONDUCTOR LINE CORD <i>Manuf. Part #: LC2</i>	\$6.45	\$6.45
12	1	CONTROLLER MOUNTING BRACKET <i>Manuf. Part #: C305760</i>	\$90.00	\$90.00

Ln #	Qty	Description	Unit Price	Ext. Price
13	1	25FT CAT6 SNAGLESS UTP CABLE-YLW <i>Manuf. Part #: 27195</i>	\$22.39	\$22.39
14	2	22/6 STRANDED SHIELDED Natural <i>Manuf. Part #: 32061112</i>	\$263.51	\$527.02
15	2	18/4 STRANDED SHIELDED Natural <i>Manuf. Part #: 32151112</i>	\$380.39	\$760.78
16	60	Installation <i>Manuf. Part #: LABOR</i>	\$200.00	\$12,000.00
17	6	Project Engineering <i>Manuf. Part #: LABOR</i>	\$165.00	\$990.00
18	6	Project Management <i>Manuf. Part #: LABOR</i>	\$165.00	\$990.00

In accordance with NJ State Contract.

Contract/Blanket # 17-TELE-00231

Bid # 24DPP00924

Description – T2424 Surveillance and Access Control Security Systems

Subtotal	\$23,602.30
Sales Tax	\$0.00
Total	\$23,602.30

SCOPE OF WORK

A+ to provide and install (6) new access control doors at Municipal building:

- Install (1) Gallagher 7000 Controller with E2 Cabinet.
 - Install (5) 5200C electric strikes and associated T15 card readers.
 - Install (1) 9400 electric strike with associated T15 card reader. Customer can use deadbolt in the evening, if desired for Store Front Exterior Door.
 - Install (1) Altronix Power Supply
 - Gallagher Door Panel to be mounted in local IDF closet. All new cabling to be ran back to this panel and cables landed.
- **All doors and frames to be in good working condition prior to install****

Customer to provide doors and frames.

No Conduit included.

ASSUMPTIONS

- Remote Access is required for A+ for duration of the project.
- Client is to provide all Routing, IP Addresses, POE data ports, 110V Electrical Outlets within 4ft of equipment location, Rack Space and Wall Space with Plywood Backing
- Unless listed in the Scope of Work, Onsite Construction Meetings are not included in this pricing.
- Unless provided by A+ in this proposal, the client is to provide Battery Backup, Patch Panels and Patch Cords.
- Unless specifically mentioned in the Scope of Work, Wire Mold and Conduit are not included in this proposal. If the customer would like A+ to install wire mold or conduit, Labor and Materials can be provided on a separate estimate.
- Training provided will be done remotely, if onsite training or additional remote training is requested, an additional estimate will be needed.
- Client must provide Windows PCs that meet the minimum manufacturer specifications in order to operate properly.
- A+ Suggests that all PCs used for Client Software be dedicated in order to ensure performance.
- Onsite and remote Installation will occur during normal business hours Monday - Friday 8:00am - 5:00pm
- If any equipment quantity discrepancies arise, the quantity on the Proposal Line Item shall supersede all others.
- All existing cabling to be labeled, tested, and be in good working order.
- Client responsible for any patching and painting needed.
- Core Drilling not included. Customer responsible for providing clear pathways in between floors for A+ wiring.
- Client to provide Interior Floor Plans for all buildings associated with this project.
- Client to provide marked locations for all existing devices that A+ will be working on.
- Cable Certification is not included. If required, this can be provided at an additional cost.
- All devices to be install at a serviceable ladder height.
- All work areas to be asbestos free.
- All IDF Locations to have available uplink ports for new equipment on this proposal.
- Proof of tax exemption is required
- Due to the nature of this type of a project, A+ suggests that the customer budget for an additional 10% contingency. This will come in use if we come across any customer requested changes or unforeseen variables/challenges. All requests to utilize a contingency will require a proposal from A+ and approval from the Customer.
- All existing locking hardware must be 12V and in good working condition.
- Client responsible for providing A+ with an export of existing Access Control Database in XML format, including all card holder information, permissions, schedules and groups.
- Client responsible for filling out A+ Access Control Database Template.
- All existing doors must be in good working condition. All door repairs must be completed prior to A+ arrival on site.

TERMS & CONDITIONS

1. REMITTANCES: All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by A+ Technology & Security Solutions, Inc. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status, Prices are subject to correction for error.

2. PROPOSALS: Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after date received.

3. PROGRESS PAYMENTS: All equipment either delivered directly to the job site or received at seller's offices for configuration will be billed upon receipt. Seller reserves the right to invoice Customer as the work progresses. Invoices are due upon receipt (or based on approved terms) by Customer. If the Customer becomes overdue in any undisputed progress payment, Seller shall be entitled to suspend work & shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of NY and also to avail itself of any other legal remedies.

4. (RMA) RETURN MERCHANDISE AUTHORIZATION:

- Items returned for credit may be subject to a 25% restocking fee. In order to be considered for an eligible return, items must be returned to the Sellers office within 30 days of order. Credit return privileges may not apply to certain Third Party Distributed items. A 25% restocking fee applies to those Third Party items that are accepted for return.
- Items returned for credit must be in NEW, UNUSED, RESELLABLE condition and in their original packaging. Items showing any signs of use will not be accepted for return for credit.
- All items returned are subject to inspection and acceptance by A+ Technology & Security Solutions, Inc.
- In the event that a return is refused, the customer will be contacted to arrange for the product return and a \$125.00 test and inspection may be applied.
- Custom fabrication orders and special orders cannot be returned for credit as their purchase is considered final.

5. CANCELLATION AND SUSPENSION: Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge. Seller adjustment charge is equal to all invoices for work performed, all invoices for hardware delivered, plus 15%.

6. TAXES: The amount of any sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated to pay, either on its own behalf of the Customer or otherwise, with respect to the material and other service covered by this proposal, shall be added to such invoices and paid by the Customer.

7. LOSS, DAMAGE OR DELAY: Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. Client has full responsibility for disclosing to A+ any hazards including but not limited to asbestos locations prior to A+ beginning work. A+ is not responsible for damages caused by undisclosed hazards including but not limited to removal or remediation of any hazardous materials in relation to the work being performed. In no event shall seller be liable for any consequential or special damages.

8. WARRANTY: Seller warrants that the equipment installed and services furnished by it and covered by this proposal are free from defects under normal use and service and equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (90) ninety days after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, express or implied. There are no implied warranties of merchantability or of fitness for a particular purpose. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not installed by it.

9. CUSTOMER'S REMEDIES: The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. In no event shall seller be liable for claims (based upon breach of implied warranty) for any other damages, whether direct, immediate, foreseeable, consequential, or special or for any expenses incurred by reason of the use or misuse of equipment which or does not conform to the terms and conditions of any contract resulting from this proposal.

10. GOVERNING LAW: Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of NY

11. LICENSING/SOFTWARE AGREEMENTS/MANUFACTURER WARRANTIES: All licensing/Software Agreements and Manufacturer Warranties commence on the day the Seller procures them from the manufacturer.

12. ACCEPTANCE OF TERMS: This proposal shall become a binding contract between the Customer and Seller when accepted in writing by signature of Authorized Representative of Customer and Seller receipt of 50% Deposit. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.

13. PAYMENT TERMS: After initial 50% deposit is received; the customer will be invoiced for progress payments due upon receipt based on the percentage of job completion. For example, if job is 50% complete, customer will owe the original 50% deposit plus 50% of the remainder due.

Bill To:

Accounts Payable
City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712

Ship To:

Joe Dellaragione
City of Asbury Park
1 Municipal Plaza
Information Technology
Asbury Park NJ 07712

Remarks

Work will be scheduled upon the receipt of an authorized signature and purchase agreement. An invoice from A+ Technology & Security Solutions, Inc. will be submitted for 50% of the project upon award for mobilization and equipment purchase. A+ Technology & Security Solutions, Inc. will perform all walkthrough's during normal business hours (8am - 5pm) Monday-Friday. Work requested outside of these days and times will be charged at the then current rates for overtime, premium time and holiday time.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt.

Any alteration of deviation from the proposal involving extra cost of material or labor will become an extra charge over the sum stated above.

The proposal will become a binding agreement only after the acceptance by Customer and approved by an authorized employee of A+ Technology & Security Solutions, Inc. as evidence by their signature below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise, or condition on behalf of A+ Technology & Security Solutions, Inc. which is not expressed herein.

A+ Technology & Security Solutions, Inc. is authorized to proceed with the work as proposed.

Signature

Print Name

Date

SCHEDULE B



Quote

Date	Quote #
7/25/2024	ES37640

Bill To: Accounts Payable
City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712

Ship To: Joe Dellaragione
City of Asbury Park
1 Municipal Plaza
Information Technology
Asbury Park NJ 07712

Title	Terms	Rep
DPW Back Garage 3 Doors-R1	Net 30	Sobel, Matthew

Ln #	Qty	Description	Unit Price	Ext. Price
1	1	Lockey ED-41 EDGE Value Panic Shield Kit With PB1100 Panic Bar <i>Manuf. Part #: LSED-41SLM</i>	\$717.92	\$717.92
2	1	Electric Strike, Windstorm Rated, 1-3/4" Width x 3/4" Depth x 9" Height, Satin Stainless Steel, Latchbolt Monitor <i>Manuf. Part #: 9600-630-LBM</i>	\$382.40	\$382.40
3	1	7000-SMB Surface Mounting Box <i>Manuf. Part #: 7000-SMB</i>	\$116.72	\$116.72
4	1	AXIS 30 W Midspan AC/DC is ideal for installations where mains power is not an option. By means of either 10-28 V DC or 24 V AC power input the midspan can provide up to IEEE 802.3at (30 W) to a network device. AXIS 30W Midspan AC/DC 24 V is plug-and-play and offers a wide compatibility with AXIS products. <i>Manuf. Part #: 02208-001</i>	\$96.46	\$96.46
5	3	LICENSE DOOR <i>Manuf. Part #: 2A8943</i>	\$115.25	\$345.75
6	1	CONTROLLER 6000 2 DOOR KIT STD HBUS <i>Manuf. Part #: C302910</i>	\$1,650.00	\$1,650.00
7	1	C7000 SINGLE DOOR POE+ RS485 <i>Manuf. Part #: C400020</i>	\$741.25	\$741.25
8	1	MOUNTING PLATE C7000 SINGLE DOOR <i>Manuf. Part #: C400180</i>	\$14.30	\$14.30
9	1	DIN RAIL ADAPTER C7000 SINGLE DOOR <i>Manuf. Part #: C400181</i>	\$22.35	\$22.35
10	1	MOUNTING BLOCK C7000 SINGLE DOOR <i>Manuf. Part #: C400900</i>	\$31.29	\$31.29
11	1	C7000 CABINET SINGLE DOOR <i>Manuf. Part #: C400120</i>	\$231.25	\$231.25

Ln #	Qty	Description	Unit Price	Ext. Price
12	3	T15 MULTI TECH READER BLACK <i>Manuf. Part #: C300480</i>	\$245.60	\$736.80
13	2	150:STRIKE LATCH GUARD - Electric Strike Latch Guard, Stainless Steel, For 1006 Series Electric Strike <i>Manuf. Part #: 10270051</i>	\$54.66	\$109.32
14	2	5200C-12/24D-LBM 5200C SERIES COMPLETE STRIKE WITH LATCHB <i>Manuf. Part #: 5200C-12/24D-LBM</i>	\$207.40	\$414.80
15	2	22/6 STRANDED SHIELDED Natural <i>Manuf. Part #: 32061112</i>	\$291.09	\$582.18
16	2	18/4 STRANDED SHIELDED Natural <i>Manuf. Part #: 32151112</i>	\$420.19	\$840.38
17	44	Installation <i>Manuf. Part #: Total Hourly Rate</i>	\$200.00	\$8,800.00
18	6	Remote Programming/Remote Configuration and Remote Training <i>Manuf. Part #: Total Hourly Rate</i>	\$165.00	\$990.00
19	6	Project Management <i>Manuf. Part #: Total Hourly Rate</i>	\$165.00	\$990.00

In accordance with NJ State Contract.

Contract/Blanket # 17-TELE-00231

Bid # 24DPP00924

Description – T2424 Surveillance and Access Control Security Systems

Subtotal	\$17,813.17
Sales Tax	\$0.00
Total	\$17,813.17

SCOPE OF WORK

A+ to provide and install (1) Gallagher 2door controller in DPW back garage on open wall by electrical, closest to right door.

A+ to provide and install (1) electric strike and (1) Gallagher T15 reader at DPW back garage right door.

A+ to provide and install (1) electric strike and (1) Gallagher T15 reader at DPW back garage left door.

Customer to bring in internet from main DPW building.

Cable to be free air along the walls. No conduit/wiremold.

Doors to be in good working condition.

A+ to provide and install (1) 42" panic bar and electric strike for DPW main building side gate from street with (1) Gallagher T15 reader on brick wall.

A+ to provide and install (1) Gallagher Single Door controller in this main building.

ASSUMPTIONS

- Remote Access is required for A+ for duration of the project.
- Client is to provide all Routing, IP Addresses, POE data ports, 110V Electrical Outlets, Rack Space and Wall Space with Plywood Backing
- Unless listed in the Scope of Work, Onsite Construction Meetings are not included in this pricing.
- Use of Bucket Truck/Man Lift not included in price.
- Electrical Outlets must be within 4 Ft of Equipment Location.
- Unless provided by A+ in this proposal, the client is to provide Battery Backup, Patch Panels and Patch Cords.
- Unless specifically mentioned in the Scope of Work, Wire Mold and Conduit are not included in this proposal. If the customer would like A+ to install wire mold or conduit, Labor and Materials can be provided on a separate estimate.
- Training provided will be done remotely, if onsite training or additional remote training is requested, an additional estimate will be needed.
- Client must provide Windows PCs that meet the minimum manufacturer specifications in order to operate properly.
- A+ Suggests that all PCs used for Client Software be dedicated in order to ensure performance.
- Installation will occur during normal business hours Monday - Friday 8:00am - 5:00pm
- If any equipment quantity discrepancies arise, the quantity on the Proposal Line Item shall supersede all others.
- All existing cabling to be labeled and be in good working order.
- Client responsible for any patching and painting needed.
- Core Drilling not included. Customer responsible for providing clear pathways in between floors for A+ wiring.
- Client to provide Interior Floor Plans for all buildings associated with this project.
- Client to provide marked locations for all existing devices that A+ will be working on.
- Client responsible for any permits required.
- Cable Certification is not included. If required, this can be provided at an additional cost.
- All devices to be install at a serviceable ladder height.
- All work areas to be asbestos free.
- Client responsible for any tree trimming needed for wireless lines of sight.
- Proof of tax exemption is required
- Due to the nature of this type of a project, A+ suggests that the customer budget for an additional 10% contingency. This will come in use if we come across any customer requested changes or unforeseen variables/challenges. All requests to utilize a contingency will require a proposal from A+ and approval from the Customer.
- All existing locking hardware must be 12V and in good working condition.
- Client responsible for providing A+ with an export of existing Access Control Database in XML format, including all card holder information, permissions, schedules and groups.
- Client responsible for filling out A+ Access Control Database Template.
- All existing doors must be in good working condition. All door repairs must be completed prior to A+ arrival on site.

TERMS & CONDITIONS

1. REMITTANCES: All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by A+ Technology & Security Solutions, Inc. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status, Prices are subject to correction for error.

2. PROPOSALS: Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after date received.

3. PROGRESS PAYMENTS: All equipment either delivered directly to the job site or received at seller's offices for configuration will be billed upon receipt. Seller reserves the right to invoice Customer as the work progresses. Invoices are due upon receipt (or based on approved terms) by Customer. If the Customer becomes overdue in any undisputed progress payment, Seller shall be entitled to suspend work & shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of NY and also to avail itself of any other legal remedies.

4. (RMA) RETURN MERCHANDISE AUTHORIZATION:

- Items returned for credit may be subject to a 25% restocking fee. In order to be considered for an eligible return, items must be returned to the Sellers office within 30 days of order. Credit return privileges may not apply to certain Third Party Distributed items. A 25% restocking fee applies to those Third Party items that are accepted for return.
- Items returned for credit must be in NEW, UNUSED, RESELLABLE condition and in their original packaging. Items showing any signs of use will not be accepted for return for credit.
- All items returned are subject to inspection and acceptance by A+ Technology & Security Solutions, Inc.
- In the event that a return is refused, the customer will be contacted to arrange for the product return and a \$125.00 test and inspection may be applied.
- Custom fabrication orders and special orders cannot be returned for credit as their purchase is considered final.

5. CANCELLATION AND SUSPENSION: Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge. Seller adjustment charge is equal to all invoices for work performed, all invoices for hardware delivered, plus 15%.

6. TAXES: The amount of any sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated to pay, either on its own behalf of the Customer or otherwise, with respect to the material and other service covered by this proposal, shall be added to such invoices and paid by the Customer.

7. LOSS, DAMAGE OR DELAY: Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. Client has full responsibility for disclosing to A+ any hazards including but not limited to asbestos locations prior to A+ beginning work. A+ is not responsible for damages caused by undisclosed hazards including but not limited to removal or remediation of any hazardous materials in relation to the work being performed. In no event shall seller be liable for any consequential or special damages.

8. WARRANTY: Seller warrants that the equipment installed and services furnished by it and covered by this proposal are free from defects under normal use and service and equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (90) ninety days after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, express or implied. There are no implied warranties of merchantability or of fitness for a particular purpose. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not installed by it.

9. CUSTOMER'S REMEDIES: The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. In no event shall seller be liable for claims (based upon breach of implied warranty) for any other damages, whether direct, immediate, foreseeable, consequential, or special or for any expenses incurred by reason of the use or misuse of equipment which or does not conform to the terms and conditions of any contract resulting from this proposal.

10. GOVERNING LAW: Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of NY

11. LICENSING/SOFTWARE AGREEMENTS/MANUFACTURER WARRANTIES: All licensing/Software Agreements and Manufacturer Warranties commence on the day the Seller procures them from the manufacturer.

12. ACCEPTANCE OF TERMS: This proposal shall become a binding contract between the Customer and Seller when accepted in writing by signature of Authorized Representative of Customer and Seller receipt of 50% Deposit. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.

13. PAYMENT TERMS: After initial 50% deposit is received; the customer will be invoiced for progress payments due upon receipt based on the percentage of job completion. For example, if job is 50% complete, customer will owe the original 50% deposit plus 50% of the remainder due.

Bill To:

Accounts Payable
City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712

Ship To:

Joe Dellaragione
City of Asbury Park
1 Municipal Plaza
Information Technology
Asbury Park NJ 07712

Remarks

Work will be scheduled upon the receipt of an authorized signature and purchase agreement. An invoice from A+ Technology & Security Solutions, Inc. will be submitted for 50% of the project upon award for mobilization and equipment purchase. A+ Technology & Security Solutions, Inc. will perform all walkthrough's during normal business hours (8am - 5pm) Monday-Friday. Work requested outside of these days and times will be charged at the then current rates for overtime, premium time and holiday time.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt.

Any alteration of deviation from the proposal involving extra cost of material or labor will become an extra charge over the sum stated above.

The proposal will become a binding agreement only after the acceptance by Customer and approved by an authorized employee of A+ Technology & Security Solutions, Inc. as evidence by their signature below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise, or condition on behalf of A+ Technology & Security Solutions, Inc. which is not expressed herein.

A+ Technology & Security Solutions, Inc. is authorized to proceed with the work as proposed.

Signature

Print Name

Date

SCHEDULE C


**TECHNOLOGY
& SECURITY**
A+ TECHNOLOGY & SECURITY SOLUTIONS, INC.
www.aplustechnology.com
HEADQUARTERS • 1490 North Clinton Avenue • Bay Shore, NY 11706 • 631.969.2600
NEW ENGLAND • 1027 Fairfield Avenue • Bridgeport, CT 06605 • 203.290.6300

Quote

Date	Quote #
7/25/2024	ES37642

Bill To: Accounts Payable
City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712

Ship To: Joe Dellaragione
City of Asbury Park
1 Municipal Plaza
Information Technology
Asbury Park NJ 07712

Title	Terms	Rep
PD Doors R3-July25 2024	Net 30	Sobel, Matthew

Ln #	Qty	Description	Unit Price	Ext. Price
1	11	LICENSE DOOR <i>Manuf. Part #: 2A8943</i>	\$115.25	\$1,267.75
2	2	CONTROLLER 7000 STANDARD <i>Manuf. Part #: C400100</i>	\$1,587.50	\$3,175.00
3	2	CONTROLLER MOUNTING BRACKET <i>Manuf. Part #: C305760</i>	\$67.20	\$134.40
4	2	8 HBUS MODULE <i>Manuf. Part #: C300182</i>	\$1,175.00	\$2,350.00
5	2	LSP C8 LOCK CONTROLLER MODULE 8 OUTPUTS <i>Manuf. Part #: C305741</i>	\$98.63	\$197.26
6	2	12V/7.0AH BATTERY <i>Manuf. Part #: BT126</i>	\$43.88	\$87.76
7	1	3 CONDUCTOR LINE CORD <i>Manuf. Part #: LC2</i>	\$8.75	\$8.75
8	1	LSP E4 CABINET WITH 12A PSU <i>Manuf. Part #: C305721</i>	\$897.75	\$897.75
9	11	T15 MULTI TECH READER BLACK <i>Manuf. Part #: C300480</i>	\$245.60	\$2,701.60
10	11	5200C-12/24D-LBM 5200C SERIES COMPLETE STRIKE WITH LATCHB <i>Manuf. Part #: 5200C-12/24D-LBM</i>	\$207.40	\$2,281.40
11	4	22/6 STRANDED SHIELDED Natural <i>Manuf. Part #: 32061112</i>	\$291.09	\$1,164.36
12	4	18/4 STRANDED SHIELDED Natural <i>Manuf. Part #: 32151112</i>	\$420.19	\$1,680.76

Ln #	Qty	Description	Unit Price	Ext. Price
13	126	Project Management	\$200.00	\$25,200.00
		<i>Manuf. Part #: Total Hourly Rate</i>		
14	8	Remote Programming/Remote Configuration and Remote Training	\$165.00	\$1,320.00
		<i>Manuf. Part #: Total Hourly Rate</i>		
15	12	Project Management	\$165.00	\$1,980.00

Manuf. Part #: Total Hourly Rate

In accordance with NJ State Contract.

Contract/Blanket # 17-TELE-00231

Bid # 17DPP00085

Description – G2424 Surveillance and Access Control Security Systems

Subtotal	\$44,446.79
Sales Tax	\$0.00
Total	\$44,446.79

SCOPE OF WORK

A+ to provide and install (11) Gallagher T15 readers and electric strikes in City Hall Police Department on 1st and 2nd floors:

Court Room Door-1st FI

Chief of Police Door- 1st FI

Deputy Chief of Police Door- 1st FI

Old Captain Door- 1st FI

Captain Door- 1st FI

Interview Room Door- 1st FI

Traffic Room Door- 1st FI

Mechanical Room Door- 1st FI

Community Relations Room Door-2nd FI

Support Services Room Door-2nd FI

Internal Affairs Room Door- 2nd FI

A+ to provide and install (2) Gallagher Controllers in 2nd Floor MDF.

Drop ceiling hallways.

All doors are to be in good working condition.

ASSUMPTIONS

- Remote Access is required for A+ for duration of the project.
- Client is to provide all Routing, IP Addresses, POE data ports, 110V Electrical Outlets, Rack Space and Wall Space with Plywood Backing
- Unless listed in the Scope of Work, Onsite Construction Meetings are not included in this pricing.
- Use of Bucket Truck/Man Lift not included in price.
- Electrical Outlets must be within 4 Ft of Equipment Location.
- Unless provided by A+ in this proposal, the client is to provide Battery Backup, Patch Panels and Patch Cords.
- Unless specifically mentioned in the Scope of Work, Wire Mold and Conduit are not included in this proposal. If the customer would like A+ to install wire mold or conduit, Labor and Materials can be provided on a separate estimate.
- Training provided will be done remotely, if onsite training or additional remote training is requested, an additional estimate will be needed.
- Client must provide Windows PCs that meet the minimum manufacturer specifications in order to operate properly.
- A+ Suggests that all PCs used for Client Software be dedicated in order to ensure performance.
- Installation will occur during normal business hours Monday - Friday 8:00am - 5:00pm
- If any equipment quantity discrepancies arise, the quantity on the Proposal Line Item shall supersede all others.
- All existing cabling to be labeled and be in good working order.
- Client responsible for any patching and painting needed.
- Core Drilling not included. Customer responsible for providing clear pathways in between floors for A+ wiring.
- Client to provide Interior Floor Plans for all buildings associated with this project.
- Client to provide marked locations for all existing devices that A+ will be working on.
- Client responsible for any permits required.
- Cable Certification is not included. If required, this can be provided at an additional cost.
- All devices to be install at a serviceable ladder height.
- All work areas to be asbestos free.
- Client responsible for any tree trimming needed for wireless lines of sight.
- Proof of tax exemption is required
- Due to the nature of this type of a project, A+ suggests that the customer budget for an additional 10% contingency. This will come in use if we come across any customer requested changes or unforeseen variables/challenges. All requests to utilize a contingency will require a proposal from A+ and approval from the Customer.
- All existing locking hardware must be 12V and in good working condition.
- Client responsible for providing A+ with an export of existing Access Control Database in XML format, including all card holder information, permissions, schedules and groups.
- Client responsible for filling out A+ Access Control Database Template.
- All existing doors must be in good working condition. All door repairs must be completed prior to A+ arrival on site.

TERMS & CONDITIONS

1. REMITTANCES: All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by A+ Technology & Security Solutions, Inc. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status, Prices are subject to correction for error.

2. PROPOSALS: Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after date received.

3. PROGRESS PAYMENTS: All equipment either delivered directly to the job site or received at seller's offices for configuration will be billed upon receipt. Seller reserves the right to invoice Customer as the work progresses. Invoices are due upon receipt (or based on approved terms) by Customer. If the Customer becomes overdue in any undisputed progress payment, Seller shall be entitled to suspend work & shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of NY and also to avail itself of any other legal remedies.

4. (RMA) RETURN MERCHANDISE AUTHORIZATION:

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- Items returned for credit must be in NEW, UNUSED, RESELLABLE condition and in their original packaging. Items showing any signs of use will not be accepted for return for credit.
- All items returned are subject to inspection and acceptance by A+ Technology & Security Solutions, Inc.
- In the event that a return is refused, the customer will be contacted to arrange for the product return and a \$125.00 test and inspection may be applied.
- Custom fabrication orders and special orders cannot be returned for credit as their purchase is considered final.

5. CANCELLATION AND SUSPENSION: Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge. Seller adjustment charge is equal to all invoices for work performed, all invoices for hardware delivered, plus 15%.

6. TAXES: The amount of any sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated to pay, either on its own behalf of the Customer or otherwise, with respect to the material and other service covered by this proposal, shall be added to such invoices and paid by the Customer.

7. LOSS, DAMAGE OR DELAY: Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. Client has full responsibility for disclosing to A+ any hazards including but not limited to asbestos locations prior to A+ beginning work. A+ is not responsible for damages caused by undisclosed hazards including but not limited to removal or remediation of any hazardous materials in relation to the work being performed. In no event shall seller be liable for any consequential or special damages.

8. WARRANTY: Seller warrants that the equipment installed and services furnished by it and covered by this proposal are free from defects under normal use and service and equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (90) ninety days after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, express or implied. There are no implied warranties of merchantability or of fitness for a particular purpose. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not installed by it.

9. CUSTOMER'S REMEDIES: The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. In no event shall seller be liable for claims (based upon breach of implied warranty) for any other damages, whether direct, immediate, foreseeable, consequential, or special or for any expenses incurred by reason of the use or misuse of equipment which or does not conform to the terms and conditions of any contract resulting from this proposal.

10. GOVERNING LAW: Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of NY

11. LICENSING/SOFTWARE AGREEMENTS/MANUFACTURER WARRANTIES: All licensing/Software Agreements and Manufacturer Warranties commence on the day the Seller procures them from the manufacturer.

12. ACCEPTANCE OF TERMS: This proposal shall become a binding contract between the Customer and Seller when accepted in writing by signature of Authorized Representative of Customer and Seller receipt of 50% Deposit. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.

13. PAYMENT TERMS: After initial 50% deposit is received; the customer will be invoiced for progress payments due upon receipt based on the percentage of job completion. For example, if job is 50% complete, customer will owe the original 50% deposit plus 50% of the remainder due.

Bill To:

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City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712

Ship To:

Joe Dellaragione
City of Asbury Park
1 Municipal Plaza
Information Technology
Asbury Park NJ 07712

Remarks

Work will be scheduled upon the receipt of an authorized signature and purchase agreement. An invoice from A+ Technology & Security Solutions, Inc. will be submitted for 50% of the project upon award for mobilization and equipment purchase. A+ Technology & Security Solutions, Inc. will perform all walkthrough's during normal business hours (8am - 5pm) Monday-Friday. Work requested outside of these days and times will be charged at the then current rates for overtime, premium time and holiday time.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt.

Any alteration of deviation from the proposal involving extra cost of material or labor will become an extra charge over the sum stated above.

The proposal will become a binding agreement only after the acceptance by Customer and approved by an authorized employee of A+ Technology & Security Solutions, Inc. as evidence by their signature below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise, or condition on behalf of A+ Technology & Security Solutions, Inc. which is not expressed herein.

A+ Technology & Security Solutions, Inc. is authorized to proceed with the work as proposed.

Signature

Print Name

Date



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 14, 2024
RESOLUTION SUMMARY

2024-389

Boys & Girls Club of Monmouth for Public Facility Upgrades through Community Development
Block Grant (CDBG) Funds



RESOLUTION NO. 2024-389

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

RESOLUTION AUTHORIZING PAYMENT TO THE BOYS & GIRLS CLUB OF MONMOUTH FOR PUBLIC FACILITY UPGRADES THROUGH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

WHEREAS, the Boys & Girls Club of Monmouth, located at 1201 Monroe Avenue, Asbury Park, is a non-profit agency that the City of Asbury Park has agreed to provide funding for the public facility upgrades; and

WHEREAS, the City of Asbury Park received pricing for security doors from Mackenzie Door Company in the amount of \$26,709 and Access Commercial Door in the amount of \$33,760.05; and

WHEREAS, the total cost of the project will include the following:

- One pair of 16-gauge hollow metal doors
- Norton surface closers
- Wire glass visions and bottom sweeps
- Electric latch retraction
- Von Duprin surface rod device
- Cylindrical knobset

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account T-17-83-850-850-006 of the official budget to which the reimbursement will be officially charged; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the payment of \$26,709 for public facility upgrades to the Boys & Girls Club of Monmouth with Community Development Block Grant funds.

I, LISA ESPOSITO, 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. 2024-389 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK



MacKENZIE DOOR COMPANY

Commercial Entrance Specialist

Phone: 212.227.1630 • Fax: 201-865-6726

June 17, 2024

Boys and Girls Club of Monmouth
1201 Monroe Avenue
Ashbury Park, NJ 07712
Attn: Cindy Fagan

Phone: 732-768-2837
Email: cindy@bgcmonmouth.org

Ladies:

We are pleased to quote the following with regard to the door(s) indicated:

MAIN ENTRANCE:

We will furnish and install into the existing frame (1) pair of 16-gauge hollow metal doors. The doors will be furnished with the following:

- (2) Select ½ surface continuous hinges in clear finish
- (2) Norton 7500 surface closers
- (2) 24 x 30 wire glass visions
- (2) Sealeze bottom sweeps
- (1) Von Duprin 99 rim device with electric latch retraction
- (1) Power supply furnished for your electrician
- (1) Von Duprin 9927 surface rod device

Net Price: \$13,847.00

VESTIBULE ENTRANCE:

On each of 2 openings, we will furnish and install into the existing frame (1) pair of 16-gauge hollow metal doors. The doors will be furnished with the following:

- (2) Select ½ surface hinges in clear finish
- (2) Norton 7500 surface closers
- (1) Cylindrical knobset
- (2) Flushbolts
- (2) Bottom sweeps
- (2) 24 x 30 glass visions
- (1) Astragal

Net Price Both Pairs: \$12,862.00

NOTE: Price quoted does not include initial site visit.

NOTE: One year warranty on parts – 90 days on labor.

4900 West Side Avenue • North Bergen • NJ • 07047
www.mackenziedoor.com • 800-938-DOOR (3667)

\$ 26,709

Phone: 212.227.1630 ■ Fax: 201-865-6726

Access Commercial Door

18 Raritan Ave
Raritan NJ 08869
(908) 725-9530

Estimate

Date	Estimate #
06/12/2024	153776

Name / Address
Boys and Girls Club Asbury Park, NJ

Ship To
Boys & Girls Clubs of Monmouth County 1201 Monroe Avenue Asbury Park, NJ 07712

Terms	Rep	FOB	Project
Net 30	RS		

Item	Description	Qty	Rate	Total
Fabrication	removal and disposal of existing doors, frames and glass	1	507.00	507.00
	pair heading into play room			
BSCFRP0011	Head 6-0 x 5-3/4	1	79.18	79.18T
BSCFRP0015	Hinge Jamb 5-3/4 LH 7-0	1	70.44	70.44T
BSCFRP0016	Hinge Jamb 5-3/4 RH 7-0	1	70.44	70.44T
Weld Metal Frame	Weld Metal Frame - punch and dimple		50.00	50.00T
BSCDRP0038	3-0 x 7-0 LH CH 161 Hollow Metal Door	1	412.36	412.36T
BSCDRP0095	3-0 x 7-0 RH CH INA Hollow Metal Door	1	516.88	516.88T
LFRA100-A40-2...	Lit Kit 22" x 28" Visible Glass	2	125.00	250.00T
CLEAR TEMP. 1/...	CLEAR TEMPERED GLASS FOR A LO PRO VISION 24 X 30	2	82.16	164.32T
Install Lite Kit	Cut door, install lite kit and glaze	2	50.00	100.00T
MPB79 - 626	4.5 X 4.5 HINGES 626	6	6.62	39.72T
ND53BD - RHO- ...	HEAVY DUTY LEVER LOCK SMALL FORMAT IC ENTRANCE FUNCTION	1	357.07	357.07T
4040XP-Rw/PA-T...	HEAVY DUTY DOOR CLOSER	2	375.65	751.30T
555-US26D	FLUSH BOLTS	2	18.76	37.52T
SR-64	DOOR SILENCERS	2	0.30	0.60T
315CN 36	Pemko Neoprene Door Sweep x 3'	2	36.72	73.44T
272A72	Pemko 6" x 1/4" Threshold x 6'	1	85.00	85.00T
LABOR	remove existing pair of doors and install new	1	1,250.00	1,250.00T
	pair going into gymnasium: rough opening 72X85			
A NON-INVENT...	custom welded frame	1	600.00	600.00T
BSCDRP0052	3-8 x 7-0 RH CH 161 Hollow Metal Door	1	639.96	639.96T
BSCDRP0031	2-0 x 7-0 LH CH INA Hollow Metal Door	1	478.76	478.76T
LFRA100-A40-2...	Lit Kit 22" x 28" Visible Glass	1	125.00	125.00T

Subtotal

Sales Tax (0.0%)

Total

Access Commercial Door

18 Raritan Ave
Raritan NJ 08869
(908) 725-9530

Estimate

Date	Estimate #
06/12/2024	J53776

Name / Address
Boys and Girls Club Asbury Park, NJ

Ship To
Boys & Girls Clubs of Monmouth County 1201 Monroe Avenue Asbury Park, NJ 07712

Terms	Rep	FOB	Project
Net 30	RS		

Item	Description	Qty	Rate	Total
	final cores and keying by others, 50% deposit required, wiring by others for electric strike on entrance pair, access control by others, painting by others			
A NON-INVENT...	Custom Frame with sidelites and transom (Rough opening 107" X 121")	1	4,565.00	4,565.00
A NON-INVENT...	6-0 X 7-0 X Pair of hollow metal doors	1	4,811.40	4,811.40
CLEAR TEMP. 1/...	CLEAR TEMPERED GLASS FOR 24 X 60 VISION KIT	5	625.00	3,125.00
	Hardware			
MPB91 NRP 32D	Stainless Steel Hinges 4.5x4.5 NRP	5	21.362	106.81
MPB79 - QC8 4.5...	Electrified 4.5 X 4.5 HINGES 626	1	174.00	174.00T
6210-24VDC-US...	ELECTRIC STRIKE	1	872.00	872.00T
A NON-INVENT...	Von Duprin 9875 Mortise Exit Device for active door	1	2,156.00	2,156.00
C997-SFIC-626	IC 1 3/8" CYLINDER SFIC	1	37.89	37.89T
4040XP-Rw/PA-T...	HEAVY DUTY DOOR CLOSER	2	383.475	766.95
305CN 84	305CN 84	2	37.025	74.05
LFRA100-A40- 2...	Lit Kit 22" x 28" Visible Glass	2	250.00	500.00
CLEAR TEMP. 1/...	CLEAR TEMPERED GLASS FOR A LO PRO VISION 24 X 30	2	84.215	168.43
Install Lite Kit	Cut door, install lite kit and glaze	2	50.00	100.00
K1050- 8" X 34" ...	8" X 34" KICK PLATE	2	40.28	80.56
Fabrication	Non-Stock Hardware Prep - (prep doors for vertical cable exit devices)	2	100.00	200.00
315CN 36	Pemko Neoprene Door Sweep x 3'	2	37.64	75.28
272A72	Pemko 6" x 1/4" Threshold x 6'	1	87.13	87.13
LABOR	remove existing door and frame and install new door and transom frame	30	208.33333	6,250.00
			Subtotal	
			Sales Tax (0.0%)	
			Total	

Access Commercial Door

18 Raritan Ave
Raritan NJ 08869
(908) 725-9530

Estimate

Date	Estimate #
06/12/2024	J53776

Name / Address
Boys and Girls Club Asbury Park, NJ

Ship To
Boys & Girls Clubs of Monmouth County 1201 Monroe Avenue Asbury Park, NJ 07712

Terms	Rep	FOB	Project
Net 30	RS		

Item	Description	Qty	Rate	Total
CLEAR TEMP. 1/...	CLEAR TEMPERED GLASS FOR A LO PRO VISION 24 X 30	1	82.16	82.16T
Install Lite Kit	Cut door, install lite kit and glaze	1	50.00	50.00T
Fabrication	Non-Stock Hardware Prep - (cut doors down 1")	2	100.00	200.00T
MPB79 - 626	4.5 X 4.5 HINGES 626	6	6.62	39.72T
ND70BD-ATH-626	CLASSROOM HD LEVER	1	357.07	357.07T
4040XP-Rw/PA-T...	HEAVY DUTY DOOR CLOSER	1	375.65	375.65T
555-US26D	FLUSH BOLTS	2	18.76	37.52T
315CN 36	Pemko Neoprene Door Sweep x 3'	2	36.72	73.44T
272A72	Pemko 6" x 1/4" Threshold x 6'	1	85.00	85.00T
LABOR	remove existing doors and install new pair into custom sized opening	1	1,650.00	1,650.00T

Subtotal \$33,760.05

Sales Tax (0.0%) \$0.00

Total \$33,760.05



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 14, 2024
RESOLUTION SUMMARY

2024-390

Mercy Center, located at 1106 Main Street, Asbury Park, is a non-profit agency that the City of Asbury Park has agreed to provide funding for the public facility upgrades located at Sister's Academy, 1416 Springwood Avenue, Asbury Park;



RESOLUTION NO. 2024-390

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

RESOLUTION AUTHORIZING PAYMENT TO THE MERCY CENTER FOR PUBLIC FACILITY UPGRADES THROUGH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

WHEREAS, the Mercy Center, located at 1106 Main Street, Asbury Park, is a non-profit agency that the City of Asbury Park has agreed to provide funding for the public facility upgrades located at Sister's Academy, 1416 Springwood Avenue, Asbury Park; and

WHEREAS, the City of Asbury Park received pricing from Mr. Keys in the amount of \$17,498 and Mackenzie Door Company in the amount of \$22,344; and

WHEREAS, the total cost of the project will include the following:

- One pair Special Lite SL-17 FRP Doors with Framing
- Tempered glass and glazing
- Dark Bronze Aluminum Frame and door edges
- Two Precision Apex Rim Exit device with pull trims
- One Precision Steel Keyed Removable Mullion
- Two Dorma Surface Closers
- One Electric Strike

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account T-17-83-850-850-006 of the official budget to which will be charged; and

WHEREAS, the Mercy Center will receive funding in the amount of \$17, 498 for public facility upgrades with Community Development Block Grant (CDBG) funding; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the payment of \$17,498 for public facility upgrades to the Mercy Center with Community Development Block Grant funds.

I, LISA ESPOSITO, 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. 2024-390 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK



MacKENZIE DOOR COMPANY

Commercial Entrance Specialist

Phone: 212.227.1630 ▪ Fax: 201-865-6726



June 25, 2024

Sisters Academy of New Jersey
1416 Springwood Ave
Asbury Park, NJ 07712

Re: Sisters Academy of New Jersey
Phone: 617-797-6994
Email: vcribbins@mercycenternj.org

Attention: Valerie Cribbins

We will furnish and install (1) One Pair of Special-Lite SL-17 door(s) with framing, sidelite(s) and transom.

We propose to FURNISH & INSTALL the following in a standard Special-Lite Finish

(1) One Pair Special-Lite SL-17 FRP Door(s) with SL-245 Framing

Each Package to have the following:

- (1) One Pair(s) Special- Lite SL-17 FRP Door
- SL-245 Framing System
- 6'0 x 7'0" Nominal Door Dimensions
- 10' Wide x 8' High total Package size including sidelite(s) and Transom
- 1" Insulated Clear Tempered Glass and Glazing
- **Standard Special-Lite finish- Beige finish- we will send you a color sample for approval**
- **Dark Bronze Aluminum Frame and door edges finish**
- Select SL11HD Full Mortise Continuous Hinge(s)
- (2) Two Precision Apex Rim Exit Device with pull trims
- (1) One Precision Steel Keyed Removable Mullion
- (2) Two Dorma 8916DS Surface Closers
- (1) One HES 9600 Electric Strike

Total Net Price: \$20,844.00 excluding all taxes. A tax-exempt certificate must be furnished otherwise a tax will be added to our invoice.

ADD extra: For prevailing Wage Labor ADD to Total Net Price: \$1,500.00 excluding all taxes. ✓

EXCLUSIONS:

- Preparation of Finished Opening and structural support for installation
- Permanent Cylinders
- Any necessary finishing work required
- Level floor conditions
- Tie in and Coordination of Electric Door to Building Access Control System
- All Electrical wiring, 110 VAC 5 AMP 60CY and low voltage wiring to all of the controls
- Tie in and coordination of alarm/security system
- All permits
- Overtime Labor
- Custom/Low Iron/Heat Soaked Glass
- All bird friendly glass / glazing including any type of decorative bird friendly film

Continued on Page 2

\$22,344

4900 West Side Avenue ▪ North Bergen ▪ NJ ▪ 07047

www.mackenziedoor.com ▪ 800-938-DOOR (3667)



MacKENZIE DOOR COMPANY

Commercial Entrance Specialist

Phone: 212.227.1630 ▪ Fax: 201-865-6726



June 25, 2024
Sisters Academy of New Jersey
Page 2

Warranty:

One year warranty on all parts and 90 Days on labor during normal business hours Monday through Friday

We bring to your attention the following:

The above is priced using regular working hours, Monday through Friday.

****Please be advised this quote is based on our standard labor however if prevailing wage or project labor agreement (PLA) labor apply then the quote must be adjusted accordingly.****

PLEASE NOTE THE FOLLOWING IN REGARDS TO CURRENT MARKET SUPPLY CHAIN ISSUES AND COST IMPLICATIONS OF METAL / GLASS PRODUCTS

Price is subject to acceptance within forty-five (45) days.

We are quoting based on the current material prices at time of quotation that we are willing to hold for **forty-five (45) days only**. Therefore any monies which may need to be added for long range projects will be the responsibility of our customer, not MacKenzie, and will need to be added to our pricing if deemed necessary.

Once a purchase order is received, pricing will remain in effect for six (6) months. After six (6) months, prices are subject to an increase based on current market value of prices. Additionally, pricing is based on material being manufactured at the same time (unless specifically indicated below). Phasing material will result in a pricing increase.

TERMS OF PAYMENT:

- A 1/3 deposit is required along with the purchase order.
- Fabricated material to be billed in full if not installed immediately
- Pending credit approval/verification - The balance is due 30 days after delivery of the door system.
- All payments made by credit card will result in an additional 3% finance charge

We are pleased to quote the above **Net Price(s), plus tax**, to complete work outlined.

We trust this will meet with your approval and hope to be favored with your order. To indicate acceptance, please sign and return one copy of this letter. Price firm for 45 days

CHECK ONE: () CAPITAL IMPROVEMENT () TAXABLE () TAX EXEMPT
(submit certificate) (submit certificate)

Sincerely,

Michael L. Arthur

Michael L. Arthur
Assistant Vice President of Sales
Ext. 330 Email: Marthur@Mackenziedoor.com

Accepted By _____

Date _____

4900 West Side Avenue ▪ North Bergen ▪ NJ ▪ 07047
www.mackenziedoor.com ▪ 800-938-DOOR (3667)

**SISTER'S ACADEMY**

1416 SPRINGWOOD AVE
ASBURY PARK, NJ 07712

Quote #6286

From Mr. Keys Inc.
732-840-8877
info@mrkeysinc.com
mrkeysinc.com
353 Herbertsville Road
Brick, NJ 08724

Bill To 1416 SPRINGWOOD AVE
ASBURY PARK, NJ 07712

Sent On 07/06/2023

Job Title frOnt doors leading into GYM

License # 34LX00006400

Technician Matt

Product/Service	Description	Qty.	Unit Price	Total
Aluminum framing and FRP doors	Supply and fabricate FRP FD25 standard pair of doors w/ dark bronze trim, beige face, concealed continuous hinges, , YKK standard threshold, and YKK 2" x 4-1/2" dark bronze anodized aluminum transom door & sidelite framing, complete w/ glazing gasket, subsill, and 4-1/2" sill at sidelites. Doors to be half glass, glazed w/ 1" clear tempered glass. 1" clear tempered glass to be supplied loose for transom and sidelites. Product Quantity 6'0" x 7'0" Pair of Doors w/ Transom Door Frame Centered Between (2) Single Section Sidelites w/ (1) Horizontal Per Section & 4-1/2" Sill Overall Frame Size: 115-1/2" x 95-3/4" 1" Clear Tempered Glass (1/8" over 1/8") - Glazed in the above pair of doors 1" Clear Tempered Glass (1/4" over 1/4") - To be supplied loose for transom & sidelites and installed in the field 2- Vertical rod panic bars 7110 and au626 lever trim 2- 8500 door closers aluminum finish	1	\$16,270.00	\$16,270.00
Price increase good until 8/30/24 would need to be ordered prior too		1	\$1,228.00	\$1,228.00

This quote is valid for the next 14 days, after which values may be subject to change.

Subtotal	\$17,498.00
Non Profit (0.0%)	\$0.00
Total	\$17,498.00



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 14, 2024
RESOLUTION SUMMARY

2024-391

Community Affairs Resource Center, located at 913 Sewall Avenue, Asbury Park, is a non-profit agency, that the City of Asbury Park has agreed to provide funding for a public facility upgrade



RESOLUTION NO. 2024-391

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

RESOLUTION AUTHORIZING PAYMENT TO COMMUNITY AFFAIRS RESOURCE CENTER FOR A PUBLIC FACILITY UPGRADE THROUGH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

WHEREAS, Community Affairs Resource Center, located at 913 Sewall Avenue, Asbury Park, is a non-profit agency, that the City of Asbury Park has agreed to provide funding for a public facility upgrade; and

WHEREAS, the City of Asbury Park received pricing from At Your Disposal LLC in the amount of 18,200 and PNE Construction in the amount of \$15,000; and

WHEREAS, the total cost of the project will include the following:

- Demolition and Removal of existing cabinets
- Patch and repair drywall including surface preparation for painting
- Painting walls and ceiling with premium paint

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account: T-17-83-850-850-006 of the official budget to which will be charged: and

WHEREAS, Community Affairs Resource Center will pay the difference in the amount of \$1,000 to PNE Construction for the project totaling \$15,000; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the payment of \$14,000 for public facility upgrades to Community Affairs Resource Center with Community Development Block Grant funds.

I, LISA ESPOSITO, 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. 2024-391 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK



PNE Construction LLC sent you an estimate

Estimate expires on June 29, 2024

We look forward to working with you. Please accept estimate and be advised final payment is always due upon completion of work, before our team leaves the job site. Make sure someone will be home at all times and does a walkthrough before we leave.

Show full details ▼

Thanks for the opportunity

Kitchen

\$15,000.00

Project Scope

We are pleased to submit this proposal for the renovation of your kitchen. The project includes the removal of existing cabinets and installation of new cabinets, countertops, sink, flooring, baseboards, trim, and painting of walls and ceiling. This proposal includes all materials and labor required to complete the job as specified below.

Detailed Line Items

1. Demolition and Removal

- Remove existing cabinets
- Patch and repair drywall as necessary
- Proper disposal of all debris

2. Drywall and Surface Preparation

- Tape and spackle walls
- Sand and prepare surfaces for painting

3. Painting

- Paint walls and ceiling with two coats of premium paint

- Paint trim and baseboards

4. Cabinetry and Countertops

- Install new cabinets as per design specifications
- Install Formica countertops

5. Flooring

- Patch flooring where cabinets will be removed
- Install new flooring for the entire room
- Install new baseboards and trim

6. Materials

- Cabinets: Hampton Bay
- laminated countertops: Homdepot stock
- Flooring: MSI Cyrus series
- Paint: Behr Premium
- Baseboards and trim: HD
- Miscellaneous materials (drywall compound, spackle, etc.)

Total Project Cost

Total Cost (Including all Materials and Labor): \$15000

Subtotal \$15,000.00

Total **\$15,000.00**

PNE Construction LLC

pne.restoration@gmail.com

+1 (732) 614-0809

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At Your Disposal LLC

Tel: 732.309.5332

Email: atyourdisposalnj@aol.com

Website: www.atyourdisposalnj.com

DATE: 06.13.2024

CONTACT PREPARED FOR: COMMUNITY AFFAIRS AND RESOURCE CENTER

SUBMITTED via EMAIL TO: boesterheld@carcnj.org

TELEPHONE:

LOCATION: 913 Sewall Avenue
Asbury Park NJ 07712

SCOPE OF WORK: KITCHEN RENOVATION

- At Your Disposal will apply for all required permit through municipality; will be responsible for all costs associated with obtaining permits
- At Your Disposal responsible for the removal of all project related debris
- Provide all labor and materials required to perform the following:

- Demolition of existing kitchen to the studs
 - Includes removal of appliances and sink
- Skim coat existing walls – drywall and spackle
 - Note: if walls are unsalvageable after the removal of cabinets, AYD will replace up to 10 bboards
- Paint walls and ceilings (white on ceiling and trim; one color on walls) Benjamin Moore color to be selected by CARC
- Install new cabinets and countertops and back board
 - tile to be selected by CARC from options provided by At Your Disposal. Contractor grade
- install new standard sink and fixture (American Standard)

TOTAL COST: \$ 18,200.00

ESTIMATED TIME OF COMPLETION: 10-14DAYS START DATE: UPON ACCEPTANCE OF PROPOSAL

Beatriz Oesterheld

Date

At Your Disposal, NJ

Date

2 Frances Street

Shrewsbury NJ 07702

Attachment: Invoice for PNE 8-2024 (2024-391 : Resolution Authorizing Payment to Community Affairs Resource Center for a Public Facility



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 14, 2024
RESOLUTION SUMMARY

2024-392

UFBC Manna Pantry, located at 603-605 Third Avenue, Asbury Park, is a non-profit agency, that the City of Asbury Park has agreed to provide funding for a public facility upgrade in the amount of \$31,450



RESOLUTION NO. 2024-392

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

RESOLUTION AUTHORIZING PAYMENT TO UFBC MANNA PANTRY FOR A PUBLIC FACILITY UPGRADE THROUGH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

WHEREAS, UFBC Manna Pantry, located at 603-605 Third Avenue, Asbury Park, is a non-profit agency, that the City of Asbury Park has agreed to provide funding for a public facility upgrade; and

WHEREAS, the City of Asbury Park received pricing for sliding doors from Kingz Group in the amount of 2,850.00 and D&C Quality Home LLC. in the amount of \$3,500; and

WHEREAS, the total cost of the project will include the following:

- Removal and disposal of existing sliding door
- Installation of new sliding door

WHEREAS, the City received pricing for new roofing, siding, windows and gutters/leaders from D&C Quality Home LLC in the amount of \$28,600 and Kingston Home Improvement & Roofing LLC in the amount of \$37,000; and

WHEREAS, the total cost of the project will include the following:

- Removal of existing roof and install new roof
- Removal of existing siding/gutters and install new siding/gutters
- Removal of existing windows and install new windows

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account: T-17-83-850-850-006 of the official budget to which will be charged: and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the payment of \$31,450 for public facility upgrades to UFBC Manna Pantry with Community Development Block Grant funds.

I, LISA ESPOSITO, 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. 2024-392 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK

Door

KINGZ GROUP#13VH05764100
 1404 Mattison Ave Unit 1
 Asbury Park, NJ 07712
 Phone:7327209606
 Contact:Duanne Small
 Email:Preme1@optonline.net



Customer Address

Tia Gates
 3 RD Ave
 Asbury Park , NJ 07712
 (732) 995-4995
 Teaparteez@aol.com

Quote #: 188
 Date: Jun 13, 2024

Description	Total
Sliding Door	\$350.00
Remove Existing Sliding Door. Despose of Sliding Door.	
Sliding Door	\$2,500.00
Install New Sliding Door.	
Total	\$2,850.00

D&C Quality Home LLC.
 4 Roberts Rd New Brunswick, NJ 08901
 Tel: 848-391-4907
 E-Mail: dandcqualityhome@gmail.com
 NJHIC#: 13VH11625100



CONTRACT FOR EXTERIOR

Proposal Submitted To: Ronald Jackson

PROJECT ADDRESS:

OWNER ADDRESS (if different than project address):

Address: 605 Third Avenue Address: _____
 City, State Zip: Asbury Park, NJ 08512 City, State Zip _____
 Ph#: (732)-309-6740
 Email: _____

For the purpose of this contract, D&C Quality Home LLC. Will be referred to as "Contractor" and the above person(s) and/or entity will be referred to as "customer".

Submitted by D&C Quality Home LLC. Representative: Diego Hilario Rep PH# (732)-252-4709

Contractor will be responsible for the following work, which Customer authorizes by signing this contract:

Description	Amount
Exterior Door	\$3,500
→ Remove existing patio door.	
→ Install one new patio door.	
→ Put some silicone if needed.	
→ Wrap door casing with aluminum PVC.	
Total	\$3,500

Contractor estimates that the cost of the above work will be \$3,500 dollars.

Which NOT includes any permits, or fees. That is a good faith estimate based on representations of the customer and an on-site visual inspection of the property. The actual cost of the work may change if it is discovered, during repairs, that there is further damage that was not reasonably detectable during the inspection.

Furthermore, any deficient wood decking will be replaced and, there will be an additional cost of \$80 per sheet. X _____ (Customer initials).

If additional layers of asphalt shingles exist, each layer will be removed at a minimum additional charge of \$1,000 per layer. X _____ (Customer initials).

Contractor is not responsible for and will not warranty EXISTING skylights not replaced during re-roof. Customer accepts full responsibility for EXISTING skylight(s) and any problems or issues that may develop. X _____ (Customer initials).

Customer will pay a deposit of \$2,000.00 No work will begin prior to contractor receiving the deposit. CUSTOMER WILL PAY THE BALANCE OF CONTRACT \$1,500 UPON COMPLETION plus extra-charge if applicable.

Furthermore, by signing below, Customer acknowledges that he or she has read and agrees to the terms set forth on the pages of this contract.

Customer Signature: _____ Date: _____

\$28,600

D&C Quality Home LLC.
4 Roberts Rd New Brunswick, NJ 08901
Tel: 848-391-4907
E-Mail: dandcqualityhome@gmail.com
NJHIC#: 13VH11625100



CONTRACT FOR EXTERIOR

Proposal Submitted To: Ronald Jackson

PROJECT ADDRESS:

OWNER ADDRESS (if different than project address):

Address: 605 Third Avenue Address: _____

City, State Zip: Asbury Park, NJ 08512 City, State Zip _____

Ph#: (732)-309-6740

Email: _____

For the purpose of this contract, D&C Quality Home LLC. Will be referred to as "Contractor" and the above person(s) and/or entity will be referred to as "customer".

Submitted by D&C Quality Home LLC. Representative: Diego Hillario Rep PH# (732)-252-4709

Contractor will be responsible for the following work, which Customer authorizes by signing this contract:

Description	Amount
EXTERIOR ROOF → Removal of all old roofing material down to the original roof decking. Any deficient wood decking will be removed and replaced. → Install GAF Felt buster paper to help shield the roof deck from moisture infiltration. → Install GAF Pro-stater to help guard against shingle blow off. → Install new GAF Timberline HDz shingles _____ color, that covers winds speed up to 150 mph and has a lifetime limited manufacture defect warranty. → Install GAF Seal-A-Ridge cap the finish touch that helps defend against leaks at the hips and ridges. → Install GAF Ice &Water shield roll to the valleys and eaves to help prevent leaks caused wind-driven rain and ice dams. → Install pipe flashing boot if there is any. → Install chimney flashing. → Job includes thorough clean-up and proper disposal of all debris. → Order a dumpster.	\$4,000
Plywood Sheet → Install plywood sheet whole roof.	\$2,100
Siding → Remove existing siding. → Install new siding Mainstreet Brand. → Install insulation 3/8". → Install wrap paper. → Install starter.	\$10,000



ROOFING CONTRACT (PROPOSAL)

\$ 37,000

317 Surrey Road Cherry Hill NJ 08002
License: 13VH0705600

THIS CONTRACT IS ENTERED INTO THIS DATE
06/18/2024

OWNER/BUYER NAME UBCH Manna Food Pantry		OWNER'S ADDRESS 605 Third Ave	
OWNER'S CITY, STATE & POSTAL CODE Asbury Park, NJ 07712		OWNER'S HOME PHONE (732)995-4995	OWNER'S WORK PHONE
PROJECT NAME Manna food Pantry		EMAIL ADDRESS	
PROJECT CITY, STATE & POSTAL CODE		PROJECT PHONE	PROJECT PHONE 2

DESCRIPTION OF THE PROJECT: (including materials and equipment to be used or installed): Contractor will furnish all labor materials and equipment to construct in a good workmanlike manner (Describe Labor, Materials, and Equipment to be furnished)

Roof:

- Remove all layers of shingle down to the wood. \$12,000.00
- Install Ice-weather shield on the edges and the valleys of the roof.
- Install roof deck protection: Synthetic Felt Paper to entire roof deck.
- Install shingle type: GAF Timberline HD Life Time Color: _____
- Install new C 3 1/2 aluminum drip edges all around roof edges.
- Install new vent pipe flanges.
- Replace all flashing to the entire roof deck, including: chimney, wall pan and counter flashing.
- Replace deteriorated or bad plywood at: \$80.00 per sheets.
- Install new Ridge vent for proper ventilation.

Siding:

- Remove existing siding down to the wood. \$15,000.00
- Install Tyvek Paper.
- Install new double dodge 4 1/2/ Certain Teed Vinyl siding .
- Install ne soffits and Facia all around the house.
- Install new 5-inch seamless Gutters and downspouts.

Windows:

Install 14 new double hung vinyl windows. \$10,000.00
Install aluminum caping round the frame of the windows.
Install waterproof calk around the windows.

Total Price: \$37,000.00

Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made furnish to the person contracting for the residential improvement, a full and unconditional release from any claim or Mechanic's Lien, for that portion of the work for which payment has been made.

ALLOWANCES: The following items or specific prices as indicated are included in the contract price as allowances. The contract price shall be adjusted upward / downward based upon actual amounts rather than estimated amounts herein:

TERMS AND CONDITIONS: The Terms and Conditions attached are expressly incorporated into this Agreement. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

Contractor/Seller Signature

Date

Owner/Buyer Authorized Signature

Date



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 14, 2024
RESOLUTION SUMMARY

2024-393

Resolution authorizing new fiber cabling installation at the New Fire Department Headquarters to JCT Solutions in the amount of \$10,900 utilizing Capital Funds based off of the Union County Co-Op. This is required to connect the Firehouse to the city's Data Network which originates at the municipal building. This must be performed by a third-party vendor because certain tools are required to be able to splice and test fiber that we do not have. Without this fiber connection there would be no Internet/Phones/CAD Access/Security at the Firehouse.



RESOLUTION NO. 2024-393

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

RESOLUTION AUTHORIZING FIBER CABLE INSTALLATION AT THE NEW FIRE DEPARTMENT HEADQUARTERS

WHEREAS, the City of Asbury Park received pricing from JCT Solutions for new fiber cabling installation at the New Fire Department Headquarters; and

WHEREAS, price of the project is \$10,900.00 and is attached to this Resolution; and

WHEREAS, pricing is based off of the Union County Cooperative Pricing System, Electronic Network, Security Equipment and Cabling Bid #23-2021; and

WHEREAS, the City of Asbury Park is desirous of authorizing new fiber cabling installation needed at the new Fire Department Headquarters to the vendor listed above in an amount of \$10,900.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account C-04-55-998-176-001 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 new fiber cabling installation at the New Fire Department Headquarters to JCT Solutions in the amount of \$10,900.00.

I, LISA ESPOSITO, 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. 2024-393 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK



July 16th, 2024

RE: Asbury Park Fire House

We are pleased to have the opportunity to present the following scope of work for the new fiber cabling installation. If awarded the opportunity, we are prepared to provide the following.

Project Scope of Work:

New Cable and Installation

F/I fiber from FD 2nd FL IT room to PD 2nd FL

F/I fiber patch cords

F/I fiber enclosure

F/I Fiber panels

terminate test and label all cable

8-UCCP Coop Bid #23-2021 Electronic Network, Security Equipment, Cabling

\$10,900.00

All coring and sleeves in closets by others

All conduits raceway, stub ups and back boxes by others

All poke thrus and floor boxes by others

All work to be performed during normal business hours.

We look forward to this opportunity as well as to hearing from you soon. Please call me with additional questions

Very Sincerely,
Jim Mitchell
Director of Estimating
JCT Solutions

Attachment: JCT SOLUTIONS FIBER CABLING AT NEW FIRE HOUSE (2024-393 : Authorizing fiber cabling installation at the new Fire



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 14, 2024
RESOLUTION SUMMARY

2024-394

Resolution authorizing an annual service agreement with Power DMS for the Police Department in the amount of \$8,364.52 utilizing Police O&E funds.



RESOLUTION NO. 2024-394

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

RESOLUTION AUTHORIZING AN ANNUAL SERVICE AGREEMENT WITH POWER DMS FOR THE POLICE DEPARTMENT

WHEREAS, Power DMS has provided the City with an annual service agreement for policy and training management at the Police Department; and

WHEREAS, the service agreement is from November 24, 2024 through November 23, 2025 totaling \$8,364.52; and

WHEREAS, the City of Asbury Park is desirous of awarding the service agreement to the vendor in an amount listed above; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 4-01-25-240-000-218 and future budget. The maximum dollar value of this purchase is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorizes the annual service agreement for policy and training management with Power DMS in the total amount of \$8,364.52; and

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

I, LISA ESPOSITO, 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. 2024-394 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Contract Records

Account Number: A-8869
Customer: Asbury Park Police Department (NJ)
Employee Count: 145
Sales Rep: Salesforce Administrator

Order Details

Order #: Q-269889
Valid Until: 11/24/2024

Customer Contact

Billing Contact: Asbury Park Police Department (NJ)
Guy Thompson
Billing Address: 1 Municipal Plz
Asbury Park, NJ 07712
Billing Contact Email: guy.thompson@cityofasburypark.com
Billing Phone: 732-775-6124

Shipping Contact : Asbury Park Police Department (NJ)
Guy Thompson
Shipping Address: 1 Municipal Plz
Asbury Park, NJ 07712
Shipping Contact Email: guy.thompson@cityofasburypark.com
Shipping Phone: 732-775-6124

Payment Terms

Payment Term: Net 60
Notes: 125-149 user tier

Subscription Service

November 2024

Item	Type	Start Date	End Date	Qty	Total (USD)
TRG Licenses	Recurring	11/24/2024	11/23/2025	5	\$0.00
PowerDMS Professional license for The Rodgers Group (5).					
PowerPolicy Professional Subscription	Recurring	11/24/2024	11/23/2025	149	\$8,364.52
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting					
Legacy Training Included	Recurring	11/24/2024	11/23/2025	149	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers					
November 2024 TOTAL:					\$8,364.52

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

Attachment: POWER DMS PD (2024-394 : Authorizing an annual service agreement with Power DMS for the Police Department)



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



Accepted and Agreed By Authorized Representative of:
Asbury Park Police Department (NJ)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.

Attachment: POWER DMS PD (2024-394 : Authorizing an annual service agreement with Power DMS for the Police Department)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 14, 2024
RESOLUTION SUMMARY

2024-395

Resolution authorizing the amendment of a shared service agreement with Passaic Valley Sewerage Commission for sludge disposal. Resolution #2024-327 was approved on June 26, 2024 and then PVSC provided us with an adjustment to the pricing schedule for July 2025 through July 2027, pricing for July 2024 through June 2025 have remained the same. Adjustment found on Schedule A.



RESOLUTION NO. 2024-395

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

RESOLUTION AMENDING A SHARED SERVICE AGREEMENT WITH PASSAIC VALLEY SEWERAGE COMMISSION FOR SLUDGE DISPOSAL

WHEREAS, the City of Asbury Park adopted Resolution #2024-327 on June 26, 2024 awarding a shared service agreement to Passaic Valley Sewerage Commission for sludge disposal; and

WHEREAS, the City of Asbury Park received an updated Schedule A reflecting an adjustment to the pricing schedule from July 2025 through July 2027; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 4-07-55-502-000-234 and future accounts of the City budget. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the amendment of a shared service agreement with Passaic Valley Sewerage Commission for sludge disposal and a copy of this Resolution shall be provided to Passaic Valley Sewerage Commission, City Manager, CFO, Department of Public Works Deputy Director and Purchasing Agent.

I, LISA ESPOSITO, 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. 2024-395 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, June 26, 2024
RESOLUTION SUMMARY

2024-327

Resolution authorizing the execution of a Shared Service Agreement with Passaic Valley Sewerage Commission for Sludge Disposal effective July 2024 through July 2027.



RESOLUTION NO. 2024-327

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH PASSAIC VALLEY SEWERAGE COMMISSION FOR SLUDGE DISPOSAL

WHEREAS, the “Uniform Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1, et seq. (the “Act”), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the City of Asbury Park and Passaic Valley Sewerage Commission (“PVSC”) have determined that it would advantageous for the City of Asbury park to enter into an agreement for various shared services with PVSC; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Parties have negotiated a Shared Services Agreement (the “Agreement”), which sets forth the terms and conditions associated with this undertaking, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the CFO has certified that funds are available in the line item 4-07-55-502-000-224; and

WHEREAS, the Mayor and City Council wish to authorize the City to enter into this Agreement, or one which is substantially similar thereto and which meets with the approval of the Municipal Attorney, and to authorize the Mayor and City Clerk to execute same on behalf of the City.

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

1. The Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Agreement, or one which is substantially similar thereto and which meets with the approval of the Municipal Attorney, on behalf of the City.
2. This Agreement shall be effective from July 2024 through July 2027.

3. That a certified copy of this Resolution and a copy of the attached Agreement shall be provided to each of the following:

- a. Passaic Valley Sewerage Commission
- b. Lillian Nazzaro, City Manager
- c. Gregory Toro, Department of Public Works Deputy Director
- d. Frederick C. Raffetto, Esq., Municipal Attorney
- e. Tracy Lizardi, Director of Purchasing

I, LISA ESPOSITO, 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. 2024-327 which was finally adopted by the City Council at a meeting held on the 26th day of June, 2024

CERTIFIED BY ME THIS 27th DAY OF June, 2024.


Lisa Esposito, City Clerk 6/26/2024

LISA ESPOSITO
CITY CLERK

✓ Vote Record - Resolution 2024-327						
☒ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended						
☐ Defeated						
☐ Tabled						
☐ Withdrawn						
☐ Second Reading						
☐ Resolution Failed for Lack of Second						
	Angela Ahbez-Anderson	Mover	☒	☐	☐	☐
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Voter	☒	☐	☐	☐
	Amy Quinn	Second	☒	☐	☐	☐
	John Moor	Voter	☒	☐	☐	☐

THOMAS TUCCI, JR.
Chairman

LUIS A. QUINTANA
Vice Chairman

ELIZABETH CALABRESE
JOHN J. COSGROVE
C. LAWRENCE CRUMP
JAMES P. DORAN
JOSEPH F. ISOLA
HECTOR C. LORA
BRENDAN MURPHY
Commissioners



"Protecting Public Health and the Environment"

600 Wilson Avenue

Newark, NJ 07105

P (973) 344-1800 F (973) 334-2951

www.pvsc.com

Liquid Waste Acceptance Fax: (973) 466-3194

June 03, 2024

GREGORY A. TRAMONTOZZI
Executive Director

ALBERT LUKIN
Clerk

MICHAEL D. WITT, ESQ.
General Counsel

Ms. Tracy Lizzard
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

RE: Asbury Park Sewerage Treatment

Dear Ms. Lizzard:

Enclosed please find your agreement with the Passaic Valley Sewerage Commission (PVSC) to discharge **Asbury Park Sewerage Treatment** waste. Please sign and attest to all three (3) copies of the enclosed PVSC Agreement, and return them to PVSC (*attention LWA Department*) for execution. The execution of the Agreement will enable you to discharge only the waste specified in the Application submitted to PVSC and referenced above as the subject of this approval. If applicable, you will also find a Consent of Generator form. This document must be signed by a duly authorized representative of the generator of the waste. Please note that the rate will start at \$42.50 per 1,000 gallons. (See Schedule A of Agreement).

****PLEASE NOTE**:** This Agreement becomes *VOID* if it is edited in any way.

Upon execution by PVSC, an executed Agreement will be forwarded to you for your records. If this is for a new application, upon submission of the PVSC Agreement a source code will be added to our current approved source list.

Should you have any questions or require additional information regarding this matter please do not hesitate to contact me at (973) 466-2579.

Sincerely,
PASSAIC VALLEY SEWERAGE COMMISSION

Cameron Chadwick

Cameron Chadwick
Liquid Waste Acceptance Director

CC/dt
Enclosure(s)

c: Gregory A. Tramontozzi, Executive Director
Albert Lukin, Clerk File,
Liquid Waste Acceptance

THOMAS TUCCI, JR.
Chairman

LUIS A. QUINTANA
Vice Chairman

ELIZABETH CALABRESE
JOHN J. COSGROVE
C. LAWRENCE CRUMP
JAMES P. DORAN
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BRENDAN MURPHY
Commissioners



600 Wilson Avenue
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www.nj.gov/pvsc

"Protecting Public Health and the Environment"

GREGORY A. TRAMONTOZZI
Executive Director and General
Counsel

ALBERT LUKIN
Clerk

MICHEAL D. WITT, ESQ.
General Counsel

INTERLOCAL AGREEMENT
SLUDGE DISPOSAL CONTRACT 6/03/2024
Asbury Park Sewerage Treatment

THIS AGREEMENT made this day of , 2024

BETWEEN: **THE PASSAIC VALLEY SEWERAGE COMMISSION**, public corporation of the State of New Jersey (hereinafter referred to as "PVSC");

AND: City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

(hereinafter referred to as the "CUSTOMER").

W I T N E S S E T H:

WHEREAS, PVSC owns and operates a wastewater treatment facility located in Newark, New Jersey, generally referred to as the PVSC Wastewater Treatment Plant; and

WHEREAS, the PVSC Wastewater Treatment Plan has sludge disposal facilities and capabilities; and

WHEREAS, the CUSTOMER, is a Generator of a Municipal Sludge and desires to have the sludge treated and disposed of by PVSC; and

WHEREAS, PVSC is agreeable to treatment and disposal of the sludge of the CUSTOMER subject to certain terms and conditions including terms for the fixing of fees for treatment and disposal of the sludge and other related matters;

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties hereto, each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

Section 1. GENERAL SCOPE OF THE AGREEMENT

The CUSTOMER agrees to deliver its non-hazardous sludge at no cost to PVSC to the point of connection to PVSC's system at the PVSC's Sludge Receiving Facility, as designated by PVSC. If CUSTOMER utilizes a hauler to deliver its sludge, the hauler must be approved by PVSC pursuant to its procedures. If the lowest responsible BIDDER of CUSTOMER for the performance of hauling services fails to obtain the approval of PVSC, CUSTOMER shall have a right to terminate this agreement upon fifteen (15) days written notice. If CUSTOMER is not the generator of the sludge being delivered to PVSC pursuant to this Agreement, CUSTOMER shall deliver to PVSC, prior to the delivery of any sludge, an executed Consent of Generator the form of which is annexed hereto as Exhibit A. The non-hazardous sludge shall meet all of PVSC's standards, including the applicable sections of PVSC's Rules and Regulations, and it shall not be detrimental to PVSC's treatment plant. The PVSC will accept the non-hazardous sludge from the CUSTOMER subject to the limitations as set forth in Section 2 and the CUSTOMER will pay for the treatment of the sludge in the amount and manner set forth hereinafter. The terms non-hazardous sludge, and sludge shall be deemed synonymous whenever they appear in this Agreement.

Section 2. TREATMENT OF THE CUSTOMER'S NON-HAZARDOUS SLUDGE AND SERVICE CHARGES TO BE LEVIED THEREFOR

(a) The CUSTOMER expressly warrants and guarantees that it will deliver to PVSC 100% of its total production of sludge during the term of this Agreement, unless PVSC cannot accept 100% of its total sludge production. The CUSTOMER agrees that PVSC shall be the exclusive and sole provider of treatment and disposal of CUSTOMER'S sludge during the term of this Agreement. The CUSTOMER agrees that if it does not deliver 100% of its total sludge production, it will pay PVSC for any sludge production not delivered at the rate specified in this Agreement, unless PVSC cannot accept same. The PVSC agrees to accept, treat and dispose of the non-hazardous sludge delivered by CUSTOMER to PVSC during the term of this Agreement or any extension of it based on the description provided in the attached CUSTOMER'S application.

(b) The CUSTOMER shall not, however, discharge into the PVSC's system;

1. Any prohibited sludge as defined by Section 312 or any other of PVSC's Rules and Regulations.

2. Any ashes, cinders, sand, mud, stones, rocks, straw, shavings, metal, glass, rags, feathers, tar, wood or any other solid or viscous substance capable of causing obstruction to flow in pipes or other interference with the proper operation of the sewage works.

3. Any sludge with a pollutant content greater than contained in the USEPA's 40 CFR 503 Regulations.

4. Any sludge which is Hazardous as defined by USEPA, NJDEP and/or any other regulatory agency.

5. Mixtures of the approved sludge, as defined in the CUSTOMER'S Application, with any other sludge.

6. Any sludge which exceeds the maximum percent total solids contained in Schedule A hereof.

(c) PVSC reserves the right to sample any delivery for any parameter before or during discharge.

(d) PVSC reserves the right to reject a delivery if information reveals that the introduction of the contents may negatively impact the operation of the PVSC system and Wayne Township will not be obligated to pay for the disposal of any delivery rejected by PVSC.

(e) In consideration for the treatment and disposal of the sludge by PVSC, the CUSTOMER agrees to pay PVSC at the thousand gallon rate specified in Schedule A hereof (the "Rate"). PVSC shall have the right to adjust the Rate annually upon forty-five (45) days notice which notice, shall be given not less than ninety (90) days before December 31st of any year of this Agreement effective on January 1 following the notice. Unless CUSTOMER notifies PVSC of its intention to terminate this Agreement, not later than thirty (30) days prior to December 31st of the current year of this Agreement, CUSTOMER shall be deemed to have agreed to the increased Rate. In the event CUSTOMER does notify PVSC of its intention to terminate this Agreement, pursuant to this provision, such termination shall be effective on the ensuing December 31st. The termination shall in no way relieve the CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing.

(f) PVSC shall base its charges for sludge deliveries, upon full truckloads, regardless of whether a full truckload is actually delivered to PVSC's treatment plant. At PVSC's option it may require CUSTOMER to provide Certified Scale Weight Tickets to

confirm the volume. The sludge will be delivered at the sole cost of the CUSTOMER to PVSC's plant by a tank truck provided with either a gravity discharge or a self-contained pump capable of discharging the sludge through approximately 10 feet of a 4 or 6 inch discharge hose to the at grade connection or other designated discharge point.

Section 3. PAYMENT AND TERM OF AGREEMENT

(a) PVSC shall bill the CUSTOMER monthly for charges due on this Agreement. The charges shall be payable upon receipt by the CUSTOMER of the monthly bill. Interest shall accrue at the rate of one and one half percent (1½%) per month on charges not paid within ninety (90) days of the billing date.

(b) The CUSTOMER will in each fiscal year (Wayne's fiscal year is 1/1 through 12/31) make all budgetary and other provisions or appropriations necessary to provide for or authorize the payment to the PVSC during such fiscal year to the annual payments due hereunder.

(c) If the CUSTOMER defaults in any of its obligations of the terms of this Agreement, PVSC may terminate the services provided hereunder forthwith, provided that such termination shall in no way relieve the CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing. If payment is not made by the CUSTOMER timely, PVSC shall be entitled to be reimbursed for costs of collection, including reasonable attorney fees.

(d) It is expressly agreed and understood that the CUSTOMER is solely a contract customer of PVSC and shall acquire by this Agreement no ownership, capital, property rights or equity in the system or plant of PVSC whatsoever, nor shall the CUSTOMER acquire by this Agreement any rights, express or implied, to participate in any way in the operation or the administration of PVSC, or participate in any capacity in any agreements or proceedings concerning the acquisition, sale, lease or any other imposition of PVSC's property, including but not limited to participation in eminent domain proceedings.

(e) The term of this Agreement shall commence on the date the Agreement is executed and, unless sooner terminated in accordance with its terms, shall expire three (3) year(s) from the date of execution. If upon the expiration of this Agreement, PVSC continues to provide service and the CUSTOMER continues to dispose of the sludge at PVSC, then and in such events, the terms of this

Agreement shall bind the parties for all services provided post-expiration of this Agreement.

(f) Anything contained in this Agreement to the contrary notwithstanding, if the New Jersey Department of Environmental Protection (NJDEP), or any other governmental agency having jurisdiction over PVSC or the subject matter of this Agreement, institutes a District Sludge Management Plan, or other plan of similar nature, which makes this Agreement unenforceable by its terms, then this Agreement shall terminate within sixty (60) days of implementation of the Plan. If the Plan renders any provision of this Agreement unenforceable, or requires changes and modifications in the Agreement which PVSC is unwilling to accept, then PVSC reserves the right to terminate this Agreement on sixty (60) days notice.

(g) Anything in this Agreement to the contrary notwithstanding, PVSC shall have the absolute right to terminate this Agreement or suspend deliveries if PVSC determines, in its sole and absolute discretion, that it does not have the capacity to treat the sludge to be delivered pursuant to this Agreement, or if the treatment of such sludge will or has caused PVSC to violate its current permit under which it operates its facility and the violation cannot be corrected or removed despite PVSC's good faith efforts to do so. The termination or suspension provided for in this Agreement shall be on thirty (30) days written notice to CUSTOMER. CUSTOMER expressly agrees that PVSC will incur no liability of any kind in exercising its right to terminate or suspend the Agreement pursuant to this provision. The afore mentioned capacity limitations shall not apply to the extent cause, or contributed to, by PVSC's Agreements with other entities regarding the acceptance of waste that are executed subsequent to this Agreement.

Section 4. ENFORCEMENT

(a) If the CUSTOMER violates any of the terms of this Agreement, including but not limited to the limitations set forth in Section 2 (b), PVSC may terminate the services provided hereunder forthwith and refuse to accept the sludge into its system, provided that such termination shall in no way relieve the CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing or constitute a waiver of any of PVSC's rights to enforce this Agreement.

(b) In addition to its right of termination, PVSC reserves the right to institute such measures as contained in PVSC's Rules

and Regulations including, but not limited to, Section 601 Authority, Violations, etc.

(c) In the event any sludge discharged by the CUSTOMER to PVSC'S system does not meet the requirements of Section 2 (b), or any other provision of this Agreement or provisions or regulation of any governmental agency having jurisdiction, and causes unusual maintenance or operating costs to PVSC, or causes PVSC to incur any fines or penalties for violation of any USEPA, NJDEP or other governmental agency law, rule or permit, then in any such case, the CUSTOMER shall reimburse PVSC in full for such additional costs incurred, or fines or penalties assessed. Provided, however, that CUSTOMER shall not incur any liability under this subsection unless PVSC can reasonably demonstrate that the CUSTOMER, or its agents, or its sludge was the cause of the unusual maintenance, operating costs, or fine or penalty, and in no event shall CUSTOMER be responsible for reimbursement of any amount unreasonably incurred. Nonpayment of any costs or fines and penalties shall constitute a default of this Agreement.

Section 5. COVENANT BY PVSC

PVSC shall use reasonable diligence and care to provide sludge treatment service at its sewage treatment plant for the use of the CUSTOMER. PVSC shall not be liable for any failure to provide the services which are the subject of this Agreement, or for any interruption, or loss or damage resulting therefrom occasioned in whole or in part by any cause beyond the reasonable control of PVSC or any cause considered an event of force majeure.

PVSC shall not be responsible for any interruption or cessation of services due to the action of any governmental agency having jurisdiction over PVSC. If PVSC is unable to provide the service under the terms of this Agreement because of failure to obtain the necessary approval or licenses from the governmental agencies having jurisdiction over PVSC, then this Agreement shall become null and void.

Section 6. INDEMNIFICATION

The CUSTOMER agrees to indemnify and save PVSC harmless from all damages and claims for damages, actual or alleged, suits, recoveries, judgments or executions (including costs, expenses and reasonable attorney's fees) which may be made, had, brought or recovered by reason of injury for and including death resulting therefrom, to any person, or damage to the property of any person arising out of the making and performance of this Agreement; provided that this indemnification shall not apply to any damages

and claims for damages, arising from the negligence of PVSC, its agents or employees. This Agreement shall be made a part of the CUSTOMER'S Comprehensive General Liability Policy, and PVSC shall also be designated as an additional named insured on such policy.

Section 7. INSURANCE

The CUSTOMER shall, at its own cost and expense, obtain and maintain for the life of the contract, and shall cause its subcontractors to obtain and maintain for the life of their subcontracts, all statutory insurance such as worker's compensation, bodily injury liability and property damage liability insurance and automobile and truck bodily injury liability and property damage insurance to be provided in not less than the following amounts:

- | | |
|--|-------------|
| (a) Injury or death to one person | \$1,000,000 |
| (b) Injury or death to more than one person or more than a single occurrence | \$2,000,000 |
| (c) Property damage | \$1,000,000 |
| (d) Property damage on account of all occurrences | \$2,000,000 |

The CUSTOMER shall have PVSC named as an additional insured on its policy for coverages required by this Agreement, and a certificate of insurance evidencing the required insurance shall be filed by the CUSTOMER with the Executive Director of PVSC. If the CUSTOMER is self-insured, the CUSTOMER shall provide PVSC proof of its self-insurance, and provide a Certificate of Self-Insurance as required by this section.

Section 8. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be executed in the State of New Jersey, regardless of the domicile of the CUSTOMER and generator, and shall be governed by and construed in accordance with the laws of the State of New Jersey.

The Parties agree that any and all claims asserted by PVSC arising under this Agreement, or related thereto, shall be heard and determined either in the courts of the United States located in New Jersey or in the Courts of the state of New Jersey located in Essex County, New Jersey. The parties further waive all rights to trial by jury.

Further, the CUSTOMER and generator agree to waive as a defense to any actions arising out of the discharge of sludge to PVSC's facility, the fact that the CUSTOMER or generator are not entirely located within or subject to the jurisdiction of PVSC and its Rules and Regulations.

Section 9. ASSIGNMENT PROHIBITED

No assignment or transfer of this Agreement or resale of the services provided hereunder shall be made without the express written consent of PVSC, and the CUSTOMER shall not permit any use or benefit to be made of this Agreement by any other party.

Section 10. TESTING AND MONITORING

(a) The CUSTOMER shall be responsible for sludge sampling, testing, reporting or other requirement of the NJDEP and the USEPA and for the cost thereof, for monitoring for sludge quality parameters, including heavy metals and toxic organic chemicals, copies of the sludge analysis reports sent to NJDEP, USEPA and/or any other governing agency by the generator for sludge quality parameters, shall be filed with PVSC within thirty (30) days of their submission to the regulatory agency(s).

(b) The CUSTOMER shall maintain such records as necessary to demonstrate compliance with the requirements of this Agreement, PVSC's Rules and Regulations and any applicable State and Federal pretreatment standard or requirement. All records and information resulting from any monitoring activities required by this Agreement, including all records of analysis performed, shall be retained for a minimum of five years.

Section 11. SPILLAGE

Any spillage caused by the CUSTOMER, his hauler or his equipment while on PVSC property, shall be the CUSTOMER'S responsibility to properly clean up at the CUSTOMER'S expense. The clean up shall meet all Federal and State requirements and regulations, including supplying all documentation.

Section 12. VERBAL/WRITTEN COMMUNICATION

Verbal communication by the CUSTOMER shall not be accepted and no representative, agent or employee of PVSC is authorized to accept any verbal communication from the CUSTOMER to vary, alter or modify the terms of this Agreement. Similarly, no representative, agent, or employee of PVSC has been authorized to make any representations or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the CUSTOMER and PVSC.

Section 13. RE-APPLICATION

If this Agreement is renewed or extended, the CUSTOMER shall submit a complete PVSC Application including all required laboratory analysis. In addition, CUSTOMER or generator shall certify annually to PVSC that there has been no "significant change" in the sludge as defined in PVSC's Rules and Regulations. Failure to submit a complete Application or certify annually shall constitute a CUSTOMER default of this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, PVSC and the CUSTOMER have caused their respective corporate seals to be hereto affixed and attested and these presents to be signed by their respective officers duly authorized, and this Agreement to be dated as of the date first above written.

PASSAIC VALLEY SEWERAGE COMMISSION

ATTEST:	By:
ALBERT LUKIN	GREGORY A. TRAMONTOZZI
Clerk	Executive Director

CITY OF ASBURY PARK
Re: Asbury Park Sewerage Treatment

X	By:
ATTEST:	
(Print Name)	(Print Name)
(Print Title)	(Print Title)

SCHEDULE A

ASBURY PARK SEWERAGE TREATMENT- 2024

<u>Percent Total Solids</u>	<u>Price per 1,000 gallons</u>
Up to 4.95%	\$ 42.50
4.96% to 5.55%	\$ 47.25
5.56% to 5.95%	\$ 52.00
5.96% to 6.55%	\$ 56.75
6.56% to 6.95%	\$ 61.50
6.96% to 7.55%	\$ 66.25
7.56% to 7.95%	\$ 71.00
7.96% to 8.55%	\$ 75.75
8.56% to 8.95%	\$ 80.50



THOMAS TUCCI, JR
Chairman

LUIS A. QUINTANA
Vice Chairman

ELIZABETH CALABRESE
JOHN J. COSGROVE
C.LAWRENCE CRUMP
JAMES P. DORAN
JOSEPH F. ISOLA
HECTOR C. LORA
BRENDAN MURPHY
Commissioners

600 Wilson Avenue
Newark, NJ 07105
P (973) 344-1800 F (973) 334-2951
www.nj.gov/pvsc

"Protecting Public Health and the Environment"

GREGORY A. TRAMER
Executive Director and General
Counsel

ALBERT LUKIN
Clerk

MICHEAL D. WITT, ESQ.
General Counsel

3.C.11.b

INTERLOCAL AGREEMENT
SLUDGE DISPOSAL CONTRACT 6/03/2024
Asbury Park Sewerage Treatment

THIS AGREEMENT made this _____ day of _____, 2024

BETWEEN: **THE PASSAIC VALLEY SEWERAGE COMMISSION**, public corporation of the State of New Jersey (hereinafter referred to as "PVSC");

AND: City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

(hereinafter referred to as the "CUSTOMER").

W I T N E S S E T H:

WHEREAS, PVSC owns and operates a wastewater treatment facility located in Newark, New Jersey, generally referred to as the PVSC Wastewater Treatment Plant; and

WHEREAS, the PVSC Wastewater Treatment Plan has sludge disposal facilities and capabilities; and

WHEREAS, the CUSTOMER, is a Generator of a Municipal Sludge and desires to have the sludge treated and disposed of by PVSC; and

WHEREAS, PVSC is agreeable to treatment and disposal of the sludge of the CUSTOMER subject to certain terms and conditions including terms for the fixing of fees for treatment and disposal of the sludge and other related matters;

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties hereto, each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

Section 1. GENERAL SCOPE OF THE AGREEMENT

The CUSTOMER agrees to deliver its non-hazardous sludge at no cost to PVSC to the point of connection to PVSC's system at the PVSC's Sludge Receiving Facility, as designated by PVSC. If CUSTOMER utilizes a hauler to deliver its sludge, the hauler must be approved by PVSC pursuant to its procedures. If the lowest responsible BIDDER of CUSTOMER for the performance of hauling services fails to obtain the approval of PVSC, CUSTOMER shall have a right to terminate this agreement upon fifteen (15) days written notice. If CUSTOMER is not the generator of the sludge being delivered to PVSC pursuant to this Agreement, CUSTOMER shall deliver to PVSC, prior to the delivery of any sludge, an executed Consent of Generator the form of which is annexed hereto as Exhibit A. The non-hazardous sludge shall meet all of PVSC's standards, including the applicable sections of PVSC's Rules and Regulations, and it shall not be detrimental to PVSC's treatment plant. The PVSC will accept the non-hazardous sludge from the CUSTOMER subject to the limitations as set forth in Section 2 and the CUSTOMER will pay for the treatment of the sludge in the amount and manner set forth hereinafter. The terms non-hazardous sludge, and sludge shall be deemed synonymous whenever they appear in this Agreement.

Section 2. TREATMENT OF THE CUSTOMER'S NON-HAZARDOUS SLUDGE AND SERVICE CHARGES TO BE LEVIED THEREFOR

(a) The CUSTOMER expressly warrants and guarantees that it will deliver to PVSC 100% of its total production of sludge during the term of this Agreement, unless PVSC cannot accept 100% of its total sludge production. The CUSTOMER agrees that PVSC shall be the exclusive and sole provider of treatment and disposal of CUSTOMER'S sludge during the term of this Agreement. The CUSTOMER agrees that if it does not deliver 100% of its total sludge production, it will pay PVSC for any sludge production not delivered at the rate specified in this Agreement, unless PVSC cannot accept same. The PVSC agrees to accept, treat and dispose of the non-hazardous sludge delivered by CUSTOMER to PVSC during the term of this Agreement or any extension of it based on the description provided in the attached CUSTOMER'S application.

(b) The CUSTOMER shall not, however, discharge into the PVSC's system;

1. Any prohibited sludge as defined by Section 312 or any other of PVSC's Rules and Regulations.

2. Any ashes, cinders, sand, mud, stones, rocks, straw, shavings, metal, glass, rags, feathers, tar, wood or any other solid or viscous substance capable of causing obstruction to flow in pipes or other interference with the proper operation of the sewage works.

3. Any sludge with a pollutant content greater than contained in the USEPA's 40 CFR 503 Regulations.

4. Any sludge which is Hazardous as defined by USEPA, NJDEP and/or any other regulatory agency.

5. Mixtures of the approved sludge, as defined in the CUSTOMER'S Application, with any other sludge.

6. Any sludge which exceeds the maximum percent total solids contained in Schedule A hereof.

(c) PVSC reserves the right to sample any delivery for any parameter before or during discharge.

(d) PVSC reserves the right to reject a delivery if information reveals that the introduction of the contents may negatively impact the operation of the PVSC system and Wayne Township will not be obligated to pay for the disposal of any delivery rejected by PVSC.

(e) In consideration for the treatment and disposal of the sludge by PVSC, the CUSTOMER agrees to pay PVSC at the thousand gallon rate specified in Schedule A hereof (the "Rate"). PVSC shall have the right to adjust the Rate annually upon forty-five (45) days notice which notice, shall be given not less than ninety (90) days before December 31st of any year of this Agreement effective on January 1 following the notice. Unless CUSTOMER notifies PVSC of its intention to terminate this Agreement, not later than thirty (30) days prior to December 31st of the current year of this Agreement, CUSTOMER shall be deemed to have agreed to the increased Rate. In the event CUSTOMER does notify PVSC of its intention to terminate this Agreement, pursuant to this provision, such termination shall be effective on the ensuing December 31st. The termination shall in no way relieve the CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing.

(f) PVSC shall base its charges for sludge deliveries, upon full truckloads, regardless of whether a full truckload is actually delivered to PVSC's treatment plant. At PVSC's option it may require CUSTOMER to provide Certified Scale Weight Tickets to

confirm the volume. The sludge will be delivered at the sole cost of the CUSTOMER to PVSC's plant by a tank truck provided with either a gravity discharge or a self-contained pump capable of discharging the sludge through approximately 10 feet of a 4 or 6 inch discharge hose to the at grade connection or other designated discharge point.

Section 3. PAYMENT AND TERM OF AGREEMENT

(a) PVSC shall bill the CUSTOMER monthly for charges due on this Agreement. The charges shall be payable upon receipt by the CUSTOMER of the monthly bill. Interest shall accrue at the rate of one and one half percent (1½%) per month on charges not paid within ninety (90) days of the billing date.

(b) The CUSTOMER will in each fiscal year (Wayne's fiscal year is 1/1 through 12/31) make all budgetary and other provisions or appropriations necessary to provide for or authorize the payment to the PVSC during such fiscal year to the annual payments due hereunder.

(c) If the CUSTOMER defaults in any of its obligations of the terms of this Agreement, PVSC may terminate the services provided hereunder forthwith, provided that such termination shall in no way relieve the CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing. If payment is not made by the CUSTOMER timely, PVSC shall be entitled to be reimbursed for costs of collection, including reasonable attorney fees.

(d) It is expressly agreed and understood that the CUSTOMER is solely a contract customer of PVSC and shall acquire by this Agreement no ownership, capital, property rights or equity in the system or plant of PVSC whatsoever, nor shall the CUSTOMER acquire by this Agreement any rights, express or implied, to participate in any way in the operation or the administration of PVSC, or participate in any capacity in any agreements or proceedings concerning the acquisition, sale, lease or any other imposition of PVSC's property, including but not limited to participation in eminent domain proceedings.

(e) The term of this Agreement shall commence on the date the Agreement is executed and, unless sooner terminated in accordance with its terms, shall expire three (3) year(s) from the date of execution. If upon the expiration of this Agreement, PVSC continues to provide service and the CUSTOMER continues to dispose of the sludge at PVSC, then and in such events, the terms of this

Agreement shall bind the parties for all services provided post-expiration of this Agreement.

(f) Anything contained in this Agreement to the contrary notwithstanding, if the New Jersey Department of Environmental Protection (NJDEP), or any other governmental agency having jurisdiction over PVSC or the subject matter of this Agreement, institutes a District Sludge Management Plan, or other plan of similar nature, which makes this Agreement unenforceable by its terms, then this Agreement shall terminate within sixty (60) days of implementation of the Plan. If the Plan renders any provision of this Agreement unenforceable, or requires changes and modifications in the Agreement which PVSC is unwilling to accept, then PVSC reserves the right to terminate this Agreement on sixty (60) days notice.

(g) Anything in this Agreement to the contrary notwithstanding, PVSC shall have the absolute right to terminate this Agreement or suspend deliveries if PVSC determines, in its sole and absolute discretion, that it does not have the capacity to treat the sludge to be delivered pursuant to this Agreement, or if the treatment of such sludge will or has caused PVSC to violate its current permit under which it operates its facility and the violation cannot be corrected or removed despite PVSC's good faith efforts to do so. The termination or suspension provided for in this Agreement shall be on thirty (30) days written notice to CUSTOMER. CUSTOMER expressly agrees that PVSC will incur no liability of any kind in exercising its right to terminate or suspend the Agreement pursuant to this provision. The afore mentioned capacity limitations shall not apply to the extent cause, or contributed to, by PVSC's Agreements with other entities regarding the acceptance of waste that are executed subsequent to this Agreement.

Section 4. ENFORCEMENT

(a) If the CUSTOMER violates any of the terms of this Agreement, including but not limited to the limitations set forth in Section 2 (b), PVSC may terminate the services provided hereunder forthwith and refuse to accept the sludge into its system, provided that such termination shall in no way relieve the CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing or constitute a waiver of any of PVSC's rights to enforce this Agreement.

(b) In addition to its right of termination, PVSC reserves the right to institute such measures as contained in PVSC's Rules

and Regulations including, but not limited to, Section 601 Authority, Violations, etc.

(c) In the event any sludge discharged by the CUSTOMER to PVSC'S system does not meet the requirements of Section 2 (b), or any other provision of this Agreement or provisions or regulation of any governmental agency having jurisdiction, and causes unusual maintenance or operating costs to PVSC, or causes PVSC to incur any fines or penalties for violation of any USEPA, NJDEP or other governmental agency law, rule or permit, then in any such case, the CUSTOMER shall reimburse PVSC in full for such additional costs incurred, or fines or penalties assessed. Provided, however, that CUSTOMER shall not incur any liability under this subsection unless PVSC can reasonably demonstrate that the CUSTOMER, or its agents, or its sludge was the cause of the unusual maintenance, operating costs, or fine or penalty, and in no event shall CUSTOMER be responsible for reimbursement of any amount unreasonably incurred. Nonpayment of any costs or fines and penalties shall constitute a default of this Agreement.

Section 5. COVENANT BY PVSC

PVSC shall use reasonable diligence and care to provide sludge treatment service at its sewage treatment plant for the use of the CUSTOMER. PVSC shall not be liable for any failure to provide the services which are the subject of this Agreement, or for any interruption, or loss or damage resulting therefrom occasioned in whole or in part by any cause beyond the reasonable control of PVSC or any cause considered an event of force majeure.

PVSC shall not be responsible for any interruption or cessation of services due to the action of any governmental agency having jurisdiction over PVSC. If PVSC is unable to provide the service under the terms of this Agreement because of failure to obtain the necessary approval or licenses from the governmental agencies having jurisdiction over PVSC, then this Agreement shall become null and void.

Section 6. INDEMNIFICATION

The CUSTOMER agrees to indemnify and save PVSC harmless from all damages and claims for damages, actual or alleged, suits, recoveries, judgments or executions (including costs, expenses and reasonable attorney's fees) which may be made, had, brought or recovered by reason of injury for and including death resulting therefrom, to any person, or damage to the property of any person arising out of the making and performance of this Agreement; provided that this indemnification shall not apply to any damages

and claims for damages, arising from the negligence of PVSC, its agents or employees. This Agreement shall be made a part of the CUSTOMER'S Comprehensive General Liability Policy, and PVSC shall also be designated as an additional named insured on such policy.

Section 7. INSURANCE

The CUSTOMER shall, at its own cost and expense, obtain and maintain for the life of the contract, and shall cause its subcontractors to obtain and maintain for the life of their subcontracts, all statutory insurance such as worker's compensation, bodily injury liability and property damage liability insurance and automobile and truck bodily injury liability and property damage insurance to be provided in not less than the following amounts:

- | | |
|--|-------------|
| (a) Injury or death to one person | \$1,000,000 |
| (b) Injury or death to more than one person or more than a single occurrence | \$2,000,000 |
| (c) Property damage | \$1,000,000 |
| (d) Property damage on account of all occurrences | \$2,000,000 |

The CUSTOMER shall have PVSC named as an additional insured on its policy for coverages required by this Agreement, and a certificate of insurance evidencing the required insurance shall be filed by the CUSTOMER with the Executive Director of PVSC. If the CUSTOMER is self-insured, the CUSTOMER shall provide PVSC proof of its self-insurance, and provide a Certificate of Self-Insurance as required by this section.

Section 8. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be executed in the State of New Jersey, regardless of the domicile of the CUSTOMER and generator, and shall be governed by and construed in accordance with the laws of the State of New Jersey.

The Parties agree that any and all claims asserted by PVSC arising under this Agreement, or related thereto, shall be heard and determined either in the courts of the United States located in New Jersey or in the Courts of the state of New Jersey located in Essex County, New Jersey. The parties further waive all rights to trial by jury.

Further, the CUSTOMER and generator agree to waive as a defense to any actions arising out of the discharge of sludge to PVSC's facility, the fact that the CUSTOMER or generator are not entirely located within or subject to the jurisdiction of PVSC and its Rules and Regulations.

Section 9. ASSIGNMENT PROHIBITED

No assignment or transfer of this Agreement or resale of the services provided hereunder shall be made without the express written consent of PVSC, and the CUSTOMER shall not permit any use or benefit to be made of this Agreement by any other party.

Section 10. TESTING AND MONITORING

(a) The CUSTOMER shall be responsible for sludge sampling, testing, reporting or other requirement of the NJDEP and the USEPA and for the cost thereof, for monitoring for sludge quality parameters, including heavy metals and toxic organic chemicals, copies of the sludge analysis reports sent to NJDEP, USEPA and/or any other governing agency by the generator for sludge quality parameters, shall be filed with PVSC within thirty (30) days of their submission to the regulatory agency(s).

(b) The CUSTOMER shall maintain such records as necessary to demonstrate compliance with the requirements of this Agreement, PVSC's Rules and Regulations and any applicable State and Federal pretreatment standard or requirement. All records and information resulting from any monitoring activities required by this Agreement, including all records of analysis performed, shall be retained for a minimum of five years.

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Any spillage caused by the CUSTOMER, his hauler or his equipment while on PVSC property, shall be the CUSTOMER'S responsibility to properly clean up at the CUSTOMER'S expense. The clean up shall meet all Federal and State requirements and regulations, including supplying all documentation.

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Verbal communication by the CUSTOMER shall not be accepted and no representative, agent or employee of PVSC is authorized to accept any verbal communication from the CUSTOMER to vary, alter or modify the terms of this Agreement. Similarly, no representative, agent, or employee of PVSC has been authorized to make any representations or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the CUSTOMER and PVSC.

Section 13. RE-APPLICATION

If this Agreement is renewed or extended, the CUSTOMER shall submit a complete PVSC Application including all required laboratory analysis. In addition, CUSTOMER or generator shall certify annually to PVSC that there has been no "significant change" in the sludge as defined in PVSC's Rules and Regulations. Failure to submit a complete Application or certify annually shall constitute a CUSTOMER default of this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, PVSC and the CUSTOMER have caused their respective corporate seals to be hereto affixed and attested and these presents to be signed by their respective officers duly authorized, and this Agreement to be dated as of the date first above written.



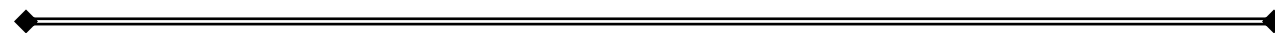
PASSAIC VALLEY SEWERAGE COMMISSION

_____	By: _____
ATTEST:	GREGORY A. TRAMONTOZZI
ALBERT LUKIN	Executive Director
Clerk	



CITY OF ASBURY PARK
Re: Asbury Park Sewerage Treatment

X _____	By: _____
ATTEST:	
_____	_____
(Print Name)	(Print Name)
_____	_____
(Print Title)	(Print Title)



SCHEDULE A

ASBURY PARK SEWERAGE TREATMENT- 2024-2025

<u>Percent Total Solids</u>	<u>Price per 1,000 gallons/ 2025 Rates</u>	
Up to 4.95%	\$	42.50 \$42.50
4.96% to 5.55%	\$	47.25 \$47.25
5.56% to 5.95%	\$	52.00 \$52.00
5.96% to 6.55%	\$	56.75 \$62.42
6.56% to 6.95%	\$	61.50 \$67.65
6.96% to 7.55%	\$	66.25 \$72.87
7.56% to 7.95%	\$	71.00 \$78.10
7.96% to 8.55%	\$	75.75 \$83.32
8.56% to 8.95%	\$	80.50 \$88.55

Starting January 1, 2025 the new rates will apply



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 14, 2024
RESOLUTION SUMMARY

2024-396

Resolution approving change order #1 for the 2022 Roadway Improvements Program in the amount of \$82,950.00. This change order represents the additional sanitary sewer on Comstock St between Bangs & Prospect and Sewall & Monroe.



RESOLUTION NO. 2024-396

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

RESOLUTION APPROVING CHANGE ORDER #1 FOR THE 2022 ROADWAY IMPROVEMENT PROGRAM

WHEREAS, the City Council of Asbury Park awarded a contract to S Brothers, Inc. August 9, 2023 for 2022 Roadway Improvements Program via Resolution #2023-406; and

WHEREAS, the original contract amount approved by the City Council was in the sum of five million thirty-one thousand one hundred sixty-eight and thirty-five cents (\$5,031,168.35); and

WHEREAS, the City Engineer is requesting Change Order #1 in the amount of \$82,950.00; and

WHEREAS, Change Order #1 represents additional sanitary sewer on Comstock Street between Bangs and Prospect and additional sanitary sewer on Comstock Street between Sewall & Monroe; and

WHEREAS, the execution of Change Order No. 1 will not cause the originally awarded contract price to be exceeded by more than 20% ;and

WHEREAS, the Chief Financial Officer has certified there are sufficient funds in the Capital account C-09-17-909-000-902 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 City Council of Asbury Park, County of Monmouth and State of New Jersey that this Change Order 1 shall not exceed eighty-two thousand nine hundred fifty dollars and zero cents (\$82,950.00).

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

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

BE IT FURTHER RESOLVED that a certification of availability of funds shall be

attached to the original copy of this resolution and kept in the files of the City Clerk.

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

I, LISA ESPOSITO, 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. 2024-396 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK

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

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00785

CHANGE ORDER NO. 1

DATE: July 31, 2024

PROJECT: 2022 Roadway Improvement Program

OWNER: City of Asbury Park

CONTRACTOR: S. Brothers, Inc.

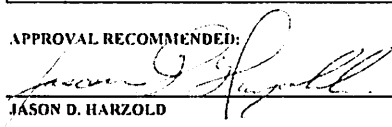
DESCRIPTION OF CHANGE:

REDUCTIONS:EXTRA:SUPPLEMENTARY:

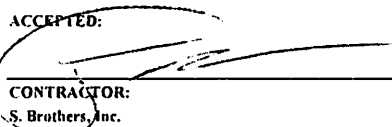
SA-1 - SA-6 Additional Sanitary Sewer on Comstock St. between Bangs & Prospect

SA-7 - SA-11 Additional Sanitary Sewer on Comstock St. between Sewall and Monroe

APPROVAL RECOMMENDED:


JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

ACCEPTED:


CONTRACTOR:
S. 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.	XXXXXXXXXX	\$0.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$82,950.00	XXXXXXXXXX
TOTALS THIS C.O.	\$82,950.00	\$0.00
NET CHANGE THIS CHANGE ORDER	\$82,950.00	\$0.00
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$82,950.00	\$0.00
NET CHANGE IN CONTRACT	\$82,950.00	\$0.00

ORIGINAL CONTRACT BID PRICE		\$5,031,168.35
CHANGE ORDERS TO DATE	1.65%	\$82,950.00
REVISED CONTRACT PRICE		\$5,114,118.35

CHANGE ORDER NO. 1

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00785

PROJECT: 2022 Roadway Improvement Program

OWNER: City of Asbury Park

CONTRACTOR: S. Brothers, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
REDUCTIONS				\$0.00
				\$0.00

A. TOTAL REDUCTIONS \$0.00

EXTRA				\$0.00
				\$0.00

B. TOTAL EXTRA \$0.00

SUPPLEMENTARY		<u>Comstock Street between Bangs and Prospect</u>			
	SA-1	8" PVC SDR35 Sanitary Sewer Pipe	80.00 LF	\$130.00	\$10,400.00
	SA-2	Sanitary Sewer Connection	2.00 UNITS	\$400.00	\$800.00
	SA-3	Sanitary Sewer Cleanouts	2.00 UNITS	\$400.00	\$800.00
	SA-4	4" PVC SDR35 Sanitary Sewer Lateral	50.00 LF	\$60.00	\$3,000.00
	SA-5	Core and Seal Existing Manhole	1.00 UNITS	\$3,150.00	\$3,150.00
	SA-6	Manhole, 4' Diameter	1.00 UNITS	\$6,000.00	\$6,000.00
		<u>Comstock Street between Sewall and Monroe</u>			
	SA-7	8" PVC SDR35 Sanitary Sewer Pipe	280.00 LF	\$130.00	\$36,400.00
	SA-8	Sanitary Sewer Connection	7.00 UNITS	\$400.00	\$2,800.00
	SA-9	Sanitary Sewer Cleanouts	7.00 UNITS	\$400.00	\$2,800.00
	SA-10	4" PVC SDR35 Sanitary Sewer Lateral	175.00 LF	\$60.00	\$10,500.00
	SA-11	Core and Seal Existing Manhole	2.00 UNITS	\$3,150.00	\$6,300.00

C. TOTAL SUPPLEMENTARY \$82,950.00

Attachment: 2022 ROADWAY IMPROVEMENT CHANGE ORDER 1 (2024-396 : Change Order #1 for the 2022 Roadway Improvement Program)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 14, 2024
RESOLUTION SUMMARY

2024-397

Awarding a bid for Asbury Avenue Bikeway Improvements to Fiore Paving Co., Inc. in the amount of \$601,513 utilizing Grant Funds and is funded in whole by NJ DOT.

The Asbury Avenue Bikeways Project will involve the repaving of Asbury Avenue and reconstruction of select sidewalks and curbing along with the implementation of protected bicycle lanes behind street parking with limited green bicycle painting between Main Street and Heck Street. The completed project's roadway configuration will match what is already in effect along Asbury Avenue between Grand Avenue and Heck Street.



RESOLUTION NO. 2024-397

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

RESOLUTION AWARDING A BID FOR ASBURY AVENUE BIKEWAY IMPROVEMENTS

WHEREAS, the City of Asbury Park duly advertised on Thursday, July 18, 2024 for the receipt of bids for Asbury Avenue Bikeway Improvements; and

WHEREAS, five (5) bids were received on Thursday, August 1, 2024 and reviewed by the City Engineer, City Attorney and Director of Purchasing; and

WHEREAS, the City reserves the right to award the contract to the lowest responsible bidder which best serves the City's operating needs and;

WHEREAS, it is the desire of the governing body to award a contract for Asbury Avenue Bikeway Improvements to Fiore Paving Co., Inc. in the amount of six hundred one thousand five hundred thirteen dollars and zero cents (\$601,513.00); and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 4-06-55-507-000-102 upon concurrence of award by the New Jersey Department of Transportation. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey that it hereby awards a contract to Fiore Paving Co., Inc. for Asbury Avenue Bikeway Improvements.

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

I, LISA ESPOSITO, 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. 2024-397 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK



YOUR GOALS. OUR MISSION.

3.C.13.a

ASPK-00790

August 1, 2024
(Via email)

Ms. Lillian L. Nazzaro, Esq., City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: City of Asbury Park
Asbury Avenue Bikeway Improvements
Recommendation to Award Bid**

Dear Ms. Nazzaro:

On Thursday, August 1, 2024, five (5) bids were received for the above referenced project. This project consists of bicycle lane roadway striping, roadway pavement, select curb and sidewalk replacement, and handicap ramp upgrades and improvements.

A bid summary is provided below, and complete bid tabulation, as well as the apparent low bidder's bid package are attached for your reference.

Fiore Paving Co., Inc.	\$ 601,513.00
S. Brothers, Inc.	629,306.30
L&L Paving Company, Inc.	653,717.16
Black Rock Enterprises	668,679.40
Lucas Brothers, Inc.	696,696.85
<i>Engineer's Estimate</i>	<i>663,165.00</i>

The apparent low bidder is Fiore Paving Co., Inc. of Oceanport, NJ. T&M has worked with Fiore Paving Co., Inc. on past projects in the City of Asbury Park and elsewhere in Monmouth County and find their work to be satisfactory. We have also contacted the apparent low bidder to confirm he is prepared to proceed.

Based upon the above, T&M recommends that the City award the contract to the low bidder, Fiore Paving Co., Inc., for the project bid amount of **\$601,513.00** at the next available City Council Meeting scheduled on August 14, 2024. Please also be reminded that this project is funded in whole by the New Jersey Department of Transportation FY2022 Municipal Aid Grant, and must be awarded no later than August 15, 2024.

Award of the contract should be made contingent upon certification of the availability of funds by the CFO, review of the bid package by the City Attorney, and concurrence of award by the New Jersey Department of Transportation.

Attachment: Nazzaro_JDH_Asbury Avenue Bikeway Improvements_Recommendation of Award Letter (2024-397 : Awarding a Bid for Asbury



Le: Lillian L. Nazzaro, Esq., City Manager

Re: Asbury Avenue Bikeway Improvements
Recommendation to Award Bid

Should you have any questions or require additional information, kindly advise.

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD
CLIENT MANAGER / PRINCIPAL PROJ. MGR.
On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

FWM:JDH;jdh

Enclosures

Cc: Via Email to:
John Hayes, Deputy City Manager
Gregory Toro, Deputy Director of Public Works
JoAnn Boos, CFO
Tracy Lizardi, City Purchasing Agent
Lisa Esposito, City Clerk
James Bonanno, Transportation Manager
Frederick C. Raffetto, City Attorney
James Foster, Treasurer
Francis W. Mullan, City Engineer

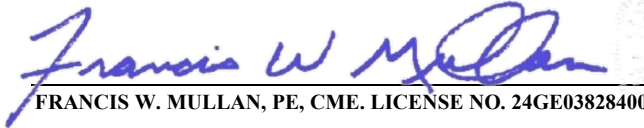
G:\Projects\ASPK\00790\Correspondence\Nazzaro_JDH_Asbury Avenue Bikeway Improvements_Recommendation of Award Letter.docx

Attachment: Nazzaro_JDH_Asbury Avenue Bikeway Improvements_Recommendation of Award Letter (2024-397 : Awarding a Bid for Asbury

BID SUMMARY ASBURY AVENUE BIKEWAY IMPROVEMENTS CITY OF ASBURY PARK ASPK-00790 AUGUST 1, 2024				Engineer's Estimate		Fiore Paving Co., Inc. 4 Fiore Court Oceanport, NJ 07757 732-870-3432 fiorepaving@aol.com		S. Brothers Inc. PO Box 317 South River, NJ 08882 732-446-3390 sbrothers1@hotmail.com		L&L Paving 89 Yellowbrook Road Farmingdale, NJ 07727 732-922-6303 lance@llpaving.com		Black Rock Enterprises 1316 Englishitown Road Old Bridge, NJ 08857 732-967-6400 info@blackrocknj.com		Lucas Brothers Inc. 80 Amboy Road Morganville, NJ 07751 732-536-6663 daniellucas@lucasbros.com	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST
1	Clearing Site	LS	1	\$20,000.00	\$20,000.00	\$17,000.00	\$17,000.00	\$33,840.00	\$33,840.00	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$59,360.70	\$59,360.
2	Police Traffic Directors	HR	650	\$115.00	\$74,750.00	\$115.00	\$74,750.00	\$115.00	\$74,750.00	\$115.00	\$74,750.00	\$115.00	\$74,750.00	\$115.00	\$74,750.
3	Maintenance and Protection of Traffic	LS	1	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$16,000.00	\$16,000.00	\$0.01	\$0.01	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.
4	Fuel Price Adjustment	DOL	3,000	\$1.00	\$3,000.00	\$1.00	\$3,000.00	\$1.00	\$3,000.00	\$1.00	\$3,000.00	\$1.00	\$3,000.00	\$1.00	\$3,000.
5	Asphalt Price Adjustment	DOL	6,000	\$1.00	\$6,000.00	\$1.00	\$6,000.00	\$1.00	\$6,000.00	\$1.00	\$6,000.00	\$1.00	\$6,000.00	\$1.00	\$6,000.
6	Milling, 3" or Less	SY	10,900	\$6.50	\$70,850.00	\$3.25	\$35,425.00	\$3.75	\$40,875.00	\$3.25	\$35,425.00	\$4.00	\$43,600.00	\$4.10	\$44,690.
7	HMA 9.5M64, Surface Course, 2" Thick	TONS	1,310	\$100.00	\$131,000.00	\$100.00	\$131,000.00	\$100.00	\$131,000.00	\$105.00	\$137,550.00	\$98.00	\$128,380.00	\$105.00	\$137,550.
8	HMA 9.5M64, Leveling Course, Variable Thickness (If & Where Directed)	TONS	130	\$100.00	\$13,000.00	\$80.00	\$10,400.00	\$1.00	\$130.00	\$70.00	\$9,100.00	\$0.01	\$1.30	\$105.00	\$13,650.
9	Tack Coat	GAL	1,090	\$3.00	\$3,270.00	\$0.01	\$10.90	\$6.00	\$6,540.00	\$0.01	\$10.90	\$4.00	\$4,360.00	\$0.01	\$10.
10	6"x18" Concrete Vertical Curb	LF	3,000	\$45.00	\$135,000.00	\$40.00	\$120,000.00	\$35.00	\$105,000.00	\$40.00	\$120,000.00	\$43.00	\$129,000.00	\$37.00	\$111,000.
11	Concrete Sidewalk, 4" Thick	SY	1,080	\$75.00	\$81,000.00	\$95.00	\$102,600.00	\$100.00	\$108,000.00	\$110.00	\$118,800.00	\$110.00	\$118,800.00	\$98.00	\$105,840.
12	Concrete Sidewalk, Reinforced, 6" Thick	SY	120	\$120.00	\$14,400.00	\$110.00	\$13,200.00	\$125.00	\$15,000.00	\$120.00	\$14,400.00	\$150.00	\$18,000.00	\$105.00	\$12,600.
13	Concrete Apron, Reinforced, 6" Thick	SY	140	\$120.00	\$16,800.00	\$110.00	\$15,400.00	\$125.00	\$17,500.00	\$120.00	\$16,800.00	\$150.00	\$21,000.00	\$105.00	\$14,700.
14	Reset Paver Driveway	SY	30	\$120.00	\$3,600.00	\$165.00	\$4,950.00	\$60.00	\$1,800.00	\$50.00	\$1,500.00	\$175.00	\$5,250.00	\$170.00	\$5,100.
15	Detectable Warning Surface	SY	22	\$300.00	\$6,600.00	\$300.00	\$6,600.00	\$400.00	\$8,800.00	\$350.00	\$7,700.00	\$800.00	\$17,600.00	\$450.00	\$9,900.
16	Traffic Signs, W11-1	UNIT	1	\$300.00	\$300.00	\$400.00	\$400.00	\$350.00	\$350.00	\$600.00	\$600.00	\$385.00	\$385.00	\$300.00	\$300.
17	Traffic Signs, W16-1P	UNIT	1	\$300.00	\$300.00	\$400.00	\$400.00	\$100.00	\$100.00	\$600.00	\$600.00	\$99.00	\$99.00	\$85.00	\$85.
18	Traffic Stripes, Long Life, Thermo., 4" Wide, Yellow	LF	5,400	\$2.00	\$10,800.00	\$1.00	\$5,400.00	\$1.00	\$5,400.00	\$0.75	\$4,050.00	\$0.88	\$4,752.00	\$0.85	\$4,590.
19	Traffic Stripes, Long Life, Thermo., 4" Wide, White	LF	6,605	\$2.00	\$13,210.00	\$1.00	\$6,605.00	\$1.00	\$6,605.00	\$0.75	\$4,953.75	\$1.32	\$8,718.60	\$0.85	\$5,614.
20	Traffic Stripes, Long Life, Thermo., 12" Wide, White	LF	240	\$4.00	\$960.00	\$2.50	\$600.00	\$3.00	\$720.00	\$2.25	\$540.00	\$4.40	\$1,056.00	\$2.60	\$624.
21	Traffic Stripes, Long Life, Thermo., 24" Wide, White	LF	785	\$6.00	\$4,710.00	\$5.00	\$3,925.00	\$6.00	\$4,710.00	\$4.50	\$3,532.50	\$6.60	\$5,181.00	\$5.20	\$4,082.
22	Traffic Markings, Long Life, Thermo., Left Turn Only	UNIT	1	\$200.00	\$200.00	\$150.00	\$150.00	\$550.00	\$550.00	\$110.00	\$110.00	\$330.00	\$330.00	\$520.00	\$520.
23	Traffic Markings, Long Life, Thermo., Bicycle Symbol	UNIT	14	\$200.00	\$2,800.00	\$360.00	\$5,040.00	\$550.00	\$7,700.00	\$325.00	\$4,550.00	\$407.00	\$5,698.00	\$520.00	\$7,280.
24	Traffic Markings, Long Life, Thermoplastic, White, "Share The Road"	UNIT	1	\$200.00	\$200.00	\$360.00	\$360.00	\$750.00	\$750.00	\$325.00	\$325.00	\$440.00	\$440.00	\$700.00	\$700.
25	Endurablend, Epoxy Coating, Green	SF	3,415	\$9.00	\$30,735.00	\$9.00	\$30,735.00	\$10.00	\$34,150.00	\$8.00	\$27,320.00	\$9.90	\$33,808.50	\$14.00	\$47,810.
26	Borrow Topsoil, 4" Thick	SY	1,210	\$6.00	\$7,260.00	\$4.00	\$4,840.00	\$0.01	\$12.10	\$8.00	\$9,680.00	\$5.00	\$6,050.00	\$10.00	\$12,100.
27	Fertilizing and Seeding, Type 'G'	SY	1,210	\$1.00	\$1,210.00	\$1.00	\$1,210.00	\$0.01	\$12.10	\$1.00	\$1,210.00	\$1.00	\$1,210.00	\$2.00	\$2,420.
28	Straw Mulching	SY	1,210	\$1.00	\$1,210.00	\$0.01	\$12.10	\$0.01	\$12.10	\$1.00	\$1,210.00	\$1.00	\$1,210.00	\$2.00	\$2,420.
TOTAL AMOUNT BID					\$663,165.00		\$601,513.00		\$629,306.30		\$653,717.16		\$668,679.40		\$696,696.8

Highlight denotes an error in calculation in the submitted bid. Unit price bid shall govern, and total cost corrected.

I, FRANCIS W. MULLAN, P.E., C.M.E. CITY ENGINEER,
CERTIFY THAT THIS TABULATION IS ACCURATE AND CORRECT:


FRANCIS W. MULLAN, PE, CME. LICENSE NO. 24GE03828400

August 1, 2024
DATE

BID SPECIFICATIONS

For

ASBURY AVENUE BIKEWAY IMPROVEMENTS

For the

CITY OF ASBURY PARK

Prepared for

JOHN MOOR, MAYOR

COUNCIL MEMBERS

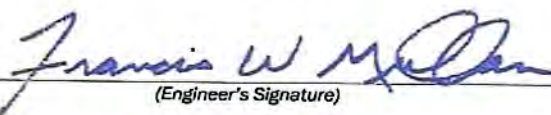
AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON, COUNCIL MEMBER

ANGELA AHBEZ-ANDERSON, COUNCIL MEMBER
EILEEN CHAPMAN, COUNCIL MEMBER

LILLIAN L. NAZZARO, ESQ., CITY MANAGER

July 2024

Prepared By


(Engineer's Signature)

Francis Mullan

N.J. LICENSE NO. 24GE03828400



11 Tindall Road, Middletown, NJ, 07748

T&M PROJECT NUMBER: ASPK-00790

NOTICE TO BIDDERS

A NOTICE IS HEREBY GIVEN that sealed Bid Packets will be received by the City Clerk/Finance Dept. for the City of Asbury Park, County of Monmouth, State of New Jersey on Thursday, August 1, 2024 at 10:00 am prevailing time at Asbury Park Municipal Complex, One Municipal Plaza, Asbury Park, New Jersey 07712 at which time and place the Bid Packets will be publicly unsealed and their contents announced in public in the Asbury Park City Council Chambers for the **Asbury Avenue Bikeway Improvements**.

The scope of Work contemplated for the abovenamed Project includes concrete curb, concrete sidewalk, ADA compliant curb ramps, milling, paving, and striping as well as all other Work of any type or description necessary for completion of the Project, whether or not specifically described in these Contract Documents. All Work on this Contract shall be completed within One Hundred and Fifty (150) Calendar Days from Notice to Proceed.

Contract Documents and Plans for the proposed Work, which have been prepared by Francis Mullan, P.E, CME, of the firm of T&M Associates, will be made available electronically only. Interested Bidders must send an e-mail request to psirico@tandmassociates.com.

Bidders will be provided with a link to download the documents after receipt of proper notice and payment of a non-refundable charge of Twenty-Five Dollars (\$25.00) payable to "T&M Associates" to defray the cost thereof.

The provided Bid Packet must be completed in the manner designated in the Contract Documents, must be enclosed in a sealed envelope bearing the name and address of the Bidder and the name of the Project on the outside and must be addressed to City Manager. Also, Bid Packets must be accompanied by a Statement of Consent of Surety from a surety company holding a Certificate of Authorization to do business in the State of New Jersey and either a Bid Bond or a Certified Check drawn to the order of "City of Asbury Park" for not less than ten percent (10%) of the total bid price amount, except that the check shall not exceed \$20,000.00. The successful Bidder is hereby notified that a Performance and Payment Bonds for the full amount of this Project is required.

The award of the Contract shall be contingent upon certification of funds by the CFO and concurrence of award by the New Jersey Department of Transportation (NJDOT). Please be advised that this Project is being partially funded through NJDOT Local Aid. By virtue of Executive Order #34 (1976), vendors currently suspended, debarred or disqualified are excluded from participating on this Project.

The successful Bidder shall be required to comply with the applicable statutory requirements of the Contract Documents and Plans which include all of the following: (i) *N.J.A.C. 17:27*; (ii) *N.J.S.A. 10:5-31 et seq.*; (iii) *Business Registrations (N.J.S.A. 52:32-44)*; (iv) *Prevailing Wage Act (N.J.S.A. 34:11-56.25, et seq.)*; (v) *Public Work Contractor Registration (N.J.S.A. 34:11-56.48)*; and (vi) *Affirmative Action Requirements (N.J.S.A. 10:5-1, et seq.)*; and any other legal requirements applicable to this Project.

The City of Asbury Park intends to award this Project to the lowest responsible and responsive Bidder in accordance with applicable law. The City of Asbury Park reserves the right to reject any and all Bid Packets to the extent permitted by law. An award will be made, or Bid Packets will be rejected within sixty (60) Calendar Days after the opening of the Bid Packets.

By Order of the Mayor and City Council

Lillian L. Nazzaro, Esq., City Manager

Publication Date: July 2024

ASPK-00790

Page 2 of 118

BID PACKET

FOR:

Asbury Avenue Bikeway Improvements

City of Asbury Park,
Monmouth County,
New Jersey

BY:

Fiore Paving Co Inc.

(Bidder Name)

4 Fiore Ct.

Oceanport, NJ 07757

(Bidder Address)

732-870-3432

(Bidder Phone Number)

732-870-1956

(Bidder Alternative Phone Number)

732-870-6241

(Bidder Fax Number)

22-2202985

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

fiorepaving@aol.com

(Bidder Email Address)

Robert Fiore

(Name of Bidder's Authorized Representative)

TO:

City of Asbury Park

Asbury Park Municipal Complex
One Municipal Plaza
Asbury Park, NJ 07712

BID SUBMISSION CHECKLIST

(Pursuant to N.J.S.A. 40A:11-23.1)

Asbury Avenue Bikeway Improvements

City of Asbury Park

Fiore Paving Co Inc

(Bidder Name)

Bidder is to initial next to each document provided in its Bid Packet. Items 1 through 14 below are to be provided in the Bid Packet. Owner requests that Bidder also submit Items A through E in its Bid Packet. If any of the Items A through E are not included in the Bid Packet, they shall be provided prior to contract award; provided with respect to the Public Works Contractor Certificate only those documents required pursuant to N.J.S.A. 34:11-56.55 are required to be submitted prior to contract award.

DESCRIPTION OF DOCUMENTS TO BE SUBMITTED IN BID PACKET	BIDDER'S INITIALS
1. BID SUBMISSION CHECKLIST pursuant to <u>N.J.S.A. 40A:11-23.1</u> (this document)	RF
2. BID PROPOSAL	RF
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA pursuant to <u>N.J.S.A. 40A:11-23.2</u>	RF
4. OWNERSHIP DISCLOSURE pursuant to <u>N.J.S.A. 52:25-24.2</u> and <u>N.J.S.A. 40A:11-23.2</u>	RF
5. BID BOND AND SECURITY pursuant to <u>N.J.S.A. 40A:11-23.2</u>	RF
6. CONSENT OF SURETY pursuant to <u>N.J.S.A. 40A:11-23.2</u>	RF
7. SUBCONTRACTOR IDENTIFICATION pursuant to <u>N.J.S.A. 40A:11-23.2</u> and <u>N.J.S.A. 40A:11-16</u> (if applicable scope of work)	RF
8. STATEMENT OF EXPERIENCE AND QUALIFICATIONS (on the forms provided)	RF
9. BID PACKET CERTIFICATION (completed and signed by appropriate authorized representative(s) of Bidder and notarized by Notary Public)	RF
10. NON-COLLUSION AFFIDAVIT pursuant to <u>N.J.S.A. 52:34-15</u>	RF
11. PREVAILING WAGE COMPLIANCE DECLARATION pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	RF
12. EQUIPMENT CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-20</u>	RF
13. BIDDER'S ACKNOWLEDGMENT	RF
14. AMERICAN PRODUCTS CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-18</u>	RF

DESCRIPTION OF DOCUMENTS TO BE PROVIDED PRIOR TO CONTRACT AWARD

- A. **PUBLIC WORKS CONTRACTOR CERTIFICATE** - Owner is requesting the submission of the Public Works Contractor Certificate of Bidder and the named Subcontractors in the Bid Packets. Pursuant to N.J.S.A. 34:11-56.55, the Public Works Contractor Certificates of the named Subcontractors are required to be submitted prior to contract award.
- B. **BUSINESS REGISTRATION CERTIFICATE** pursuant to N.J.S.A. 52:32-44. Owner is requesting the submission of the Business Registration Certificate of Bidder and the named Subcontractors in the Bid Packets. If not provided in the Bid Packets, they must be submitted prior to contract award.
- C. **DISCLOSURE OF ELECTION CONTRIBUTIONS** pursuant to N.J.S.A. 19:44A-20.27
- D. **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN** pursuant to N.J.S.A. 40A:11-2.1
- E. **CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS** pursuant to N.J.S.A. 52:32-44.1

RF

RF

RF

RF

RF

BID PROPOSAL**Asbury Avenue Bikeway Improvements
City of Asbury Park***Fiore Paving Co Inc*

(Bidder Name)

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
1.	CLEARING SITE	1	LS	\$17,000.00	\$17,000.00
2.	POLICE TRAFFIC DIRECTORS	650	HOUR	\$115.00	\$74,750.00
3.	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$1,500.00	\$1,500.00
4.	FUEL PRICE ADJUSTMENT	3,000	DOLLAR	\$1.00	\$3,000.00
5.	ASPHALT PRICE ADJUSTMENT	6,000	DOLLAR	\$1.00	\$6,000.00
6.	MILLING, 3" OR LESS	10,900	SY	\$3.25	\$35,425.00
7.	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK	1,310	TONS	\$100.00	\$131,000.00
8.	HOT MIX ASPHALT 9.5M64, LEVELING COURSE, VARIABLE THICKNESS (IF & WHERE DIRECTED)	130	TONS	\$80.00	\$10,400.00
9.	TACK COAT	1,090	GAL	\$0.01	\$10.90
10.	6"X18" CONCRETE VERTICAL CURB	3,000	LF	\$40.00	\$120,000.00
11.	CONCRETE SIDEWALK, 4" THICK	1,080	SY	\$95.00	\$102,600.00
12.	CONCRETE SIDEWALK, REINFORCED, 6" THICK	120	SY	\$110.00	\$13,200.00
13.	CONCRETE APRON, REINFORCED, 6" THICK	140	SY	\$110.00	\$15,400.00
14.	RESET PAVER DRIVEWAY	30	SY	\$165.00	\$4,950.00
15.	DETECTABLE WARNING SURFACE	22	SY	\$300.00	\$6,600.00
16.	TRAFFIC SIGNS, W11-1	1	UNIT	\$400.00	\$400.00
17.	TRAFFIC SIGNS, W16-1P	1	UNIT	\$400.00	\$400.00
18.	TRAFFIC STRIPES, LONG-LIFE THERMOPLASTIC, 4" WIDE, YELLOW	5,400	LF	\$1.00	\$5,400.00
19.	TRAFFIC STRIPES, LONG-LIFE THERMOPLASTIC, 4" WIDE, WHITE	6,605	LF	\$1.00	\$6,605.00
20.	TRAFFIC STRIPES, LONG-LIFE THERMOPLASTIC, 12" WIDE, WHITE	240	LF	\$2.50	\$600.00

21.	TRAFFIC STRIPES, LONG-LIFE THERMOPLASTIC, 24" WIDE, WHITE	785	LF	\$ 5.00	\$ 3,925.00
22.	TRAFFIC MARKINGS, LONG-LIFE THERMOPLASTIC, LEFT TURN ONLY	1	UNIT	\$ 150.00	\$ 150.00
23.	TRAFFIC MARKINGS, LONG-LIFE, THERMOPLASTIC, BICYCLE SYMBOL	14	UNIT	\$ 360.00	\$ 5,040.00
24.	TRAFFIC MARKINGS, LONG-LIFE THERMOPLASTIC, WHITE, "SHARE THE ROAD"	1	UNIT	\$ 360.00	\$ 360.00
25.	ENDURABLEND, EPOXY COATING, GREEN	3,415	SF	\$ 9.00	\$ 30,735.00
26.	BORROW TOPSOILING, 4" THICK	1,210	SY	\$ 4.00	\$ 4,840.00
27.	FERTILIZING AND SEEDING, TYPE 'G'	1,210	SY	\$ 1.00	\$ 1,210.00
28.	STRAW MULCHING	1,210	SY	\$ 0.01	\$ 12.10

TOTAL BID AMOUNT (Items 1 through 28): \$ 661,513.00

WRITE TOTAL BID AMOUNT (Items 1 through 28): Six hundred one Thousand Five hundred
thirteen dollars and zero cents

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

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

15

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

**Asbury Avenue Bikeway Improvements
City of Asbury Park**

Fiore Paving Co Inc

(Bidder Name)

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

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

☒ No Addendum received:

RF

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

RF

BUSINESS REGISTRATION CERTIFICATE

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

**Asbury Avenue Bikeway Improvements
City of Asbury Park***Fiore Paving Co Inc*

(Bidder Name)

1. Pursuant to N.J.S.A. 52:32-44, Owner is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of Treasury.
2. Prior to contract award or authorization, the Contractor shall provide the Owner with its proof of business registration and that of any named Subcontractor(s).
3. Subcontractors named in a bid or other proposal shall provide proof of business registration to the Contractor, who in turn, shall provide it to the Owner prior to the time a contract, purchase order, or other contracting document is awarded or authorized.
4. During the course of contract performance,
 - a. The Contractor shall not enter into a contract with a Subcontractor unless the Subcontractor first provides the Contractor with a valid proof of business registration.
 - b. The Contractor shall maintain and submit to the Owner a list of Subcontractors and their addresses that may be updated from time to time.
 - c. The Contractor and any Subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.html>
5. Before final payment is made under the Contract, the Contractor shall submit to the Owner a complete and accurate list of all Subcontractors used and their addresses.
6. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.
7. **Emergency Purchases or Contracts:** For purchases of an emergent nature, the Contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

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

IF

PUBLIC WORKS CONTRACTOR CERTIFICATE

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

Asbury Avenue Bikeway Improvements City of Asbury Park

Fiore Paving Co Inc.

(Bidder Name)

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

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

RF

OWNERSHIP DISCLOSURE

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

**Asbury Avenue Bikeway Improvements
City of Asbury Park**Fiore Paving Co Inc

(Bidder Name)

PART I - Please check the appropriate box below:

- ☐ Sole Partnership (skip Parts II and III, execute certification in Part IV)
 ☐ Partnership
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
 ☐ Limited Partnership
- ☒ For Profit Corporation (any type)
 ☐ Limited Liability Partnership
- ☐ Limited Liability Company (LLC)
- ☐ Other (be specific): _____

PART II - Please check the appropriate box below:

The list below contains the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION.)

- OR -

- ☐ No one stockholder in the corporation owns ten percent (10%) or more of its stock, of any class, or no individual partner in the partnership owns a ten percent (10%) or greater interest therein, or no member in the limited liability company owns a ten percent (10%) or greater interest therein, as the case may be. (SKIP TO PART IV.)

	<u>FULL NAME OF INDIVIDUAL OR BUSINESS ENTITY</u>	<u>BUSINESS ADDRESS OF INDIVIDUAL OR BUSINESS ENTITY</u>
1.	<u>Joe Fiore</u>	<u>36 Tahicon Place</u> <u>Oceanport, NJ 07757</u>
2.	<u>Vincent Fiore</u>	<u>4 Fiore Ct.</u> <u>Oceanport, NJ 07757</u>
3.	<u>Robert Fiore</u>	<u>5 Fiore Ct.</u> <u>Oceanport, NJ 07757</u>

OWNERSHIP DISCLOSURE

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

Asbury Avenue Bikeway Improvements**City of Asbury Park***Fiore Paving Co Inc.*

(Bidder Name)

PART III – DISCLOSURE OF TEN PERCENT (10%) OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS, OR LLC MEMBERS LISTED IN PART II

If a Bidder has a direct or indirect parent entity which is publicly traded, and any person holds a ten percent (10%) or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a ten percent (10%) or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

WEBSITE (URL) CONTAINING THE LAST ANNUAL SEC (OR FOREIGN EQUIVALENT) FILING	PAGE #S

Please list the names and addresses of each stockholder, partner or member owning a ten percent (10%) or greater interest in any corresponding corporation, partnership, and / or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities identified above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent (10%) ownership criteria established to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

STOCKHOLDER / PARTNER / MEMBER AND CORRESPONDING ENTITY LISTED IN PART II	BUSINESS ADDRESS (FOR INDIVIDUALS) OR BUSINESS ADDRESS

OWNERSHIP DISCLOSURE

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

**Asbury Avenue Bikeway Improvements
City of Asbury Park***Fiore Paving Co Inc*

(Bidder Name)

PART IV - CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Bidder; that the Owner is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Owner to notify the Owner and Engineer in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Owner, permitting the Owner to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Robert Fiore Title: Vice-president
 Signature: *[Signature]* Date: 8-1-24

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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

Asbury Avenue Bikeway Improvements City of Asbury Park

Fiore Paving Co Inc.

(Bidder Name)

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

Pursuant to N.J.S.A. 52:32-58, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he or she shall take action as may be appropriate and provided by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX BELOW:



I certify, pursuant to N.J.S.A. 52:32-55 et al., that neither the Bidder listed above nor any of the Bidder's parents, subsidiaries, or affiliates are listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to N.J.S.A. 52:32-55 et al. ("Chapter 25 List"). I further certify that I am the Bidder's Authorized Representative and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below:

- OR -



I am unable to certify as above because the BIDDER and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.

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

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

Name: _____	Relationship to Bidder: _____
Description of Activities: _____	_____
Duration of Engagement: _____	Anticipated Cessation Date: _____
Bidder Contact Name: _____	Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**(CONTINUED)**

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

**Asbury Avenue Bikeway Improvements
City of Asbury Park***Fiore Paving Co Inc.*

(Bidder Name)

PART III - Certification:

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

BY:



(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Robert Fiore

(Print or Type)

TITLE:

Vice-president

DISCLOSURE OF ELECTION CONTRIBUTIONS(Pursuant to N.J.S.A. 19:44A-20.27)**Asbury Avenue Bikeway Improvements
City of Asbury Park**

 Fiore Paving Co Inc
(Bidder Name)

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

1. Please check the appropriate box below:

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

- OR -

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

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

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



see attached...

BID BOND

(Pursuant to N.J.S.A. 40A:11-21)

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

KNOW ALL MEN BY THESE PRESENTS, that the

Bidder,

(Bidder Name)

located at

(Bidder Address)

, (hereinafter called the "Principal"), and

(Surety Name)

, located at

(Surety Address)

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

onto

City of Asbury Park

, as Owner, in the penal sum of

(\$

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

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

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

Asbury Avenue Bikeway Improvements

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

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

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

(Date)

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

BY:

(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME:

(Print or Type)

TITLE:

see attached...

CONSENT OF SURETY

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

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

The _____ located at
(Surety Name)

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

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

_____, located in the

_____, is awarded to _____, the
(Bidder Name)

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

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

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

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

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

BY: _____
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

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

I, Robert Fiore, residing in Oceanport
(Bidder's Authorized Representative Name) (Municipality Name)

In the County of Monmouth and the State of New Jersey, of full age, being duly sworn
(County Name)

according to law on my oath depose and say that:

I am Vice-President of the firm of Fiore Paving Co Inc
(Bidder's Authorized Representative Title) (Bidder's Name)

_____, the Bidder making this Bid Proposal for the Bid Packet entitled,

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

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

Fiore Paving Co Inc
(Bidder's Name)

BY: [Signature]
(Bidder's Authorized Representative Signature)

CORPORATE SEAL:

NAME: Robert Fiore
(Print or Type)

TITLE: Vice-president

EQUIPMENT CERTIFICATION

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

**Asbury Avenue Bikeway Improvements
City of Asbury Park***Fiore Paving Co Inc*

(Bidder Name)

PART I - Please check the appropriate box below:

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

- OR -

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

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

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

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

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

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

AF

SUBCONTRACTOR IDENTIFICATION (Applicable only to Construction, Alteration, or Repair of Public Building)

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

Asbury Avenue Bikeway Improvements City of Asbury Park

Fiore Paving Co Inc.

(Bidder Name)

PART I – Pursuant to N.J.S.A. 40A:11-16 and N.J.S.A. 40A:11-23.2, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

<u>WORK</u>	<u>SUBCONTRACTOR</u>
1. Plumbing and gas fitting and all kindred work	Name: <u>N/A</u> Address: _____ License No.: _____ Expiration: _____
2. Steam and hot water heating and ventilating apparatus, steam power plants and kindred work	Name: <u>N/A</u> Address: _____ License No.: _____ Expiration: _____
3. Electrical work	Name: <u>N/A</u> Address: _____ License No.: _____ Expiration: _____
4. Structural steel and ornamental iron work	Name: <u>N/A</u> Address: _____ License No.: _____ Expiration: _____

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

SUBCONTRACTOR IDENTIFICATION*(Pursuant to N.J.S.A. 40A:11-16)***Asbury Avenue Bikeway Improvements
City of Asbury Park***Fiore Paving Co Inc.**(Bidder Name)*

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

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

Failure to submit the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

Owner further requests that the Bidder submit along with its Bid Packet the Evidence of Business Certificate Registration for all Subcontractors listed. If not provided with the Bid Packet, the Evidence of Business Certificate Registration for all Subcontractors listed must be provided prior to contract award.

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

RF

PREVAILING WAGE COMPLIANCE DECLARATION(Pursuant to N.J.S.A. 34:11-56.25 et seq.)**Asbury Avenue Bikeway Improvements
City of Asbury Park**Fiore Paving Co Inc
(Bidder Name)The above named Bidder, located at 4 Fiore Ct. Oleanport, NJ 07757,
(Bidder Address)

hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full not less than prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Workplace Development under N.J.S.A. 34:11-56.25 et seq. pertaining to prevailing wage rates.

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

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

In the event it is found that any worker, employed by the Bidder or any subcontractor of Contractor, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$16,263.

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

RF

BIDDER'S ACKNOWLEDGEMENT

Asbury Avenue Bikeway Improvements City of Asbury Park

Fiore Paving Co Inc
(Bidder Name)

I. SITE VISITATION.

All Bidders shall visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders shall make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. Pre-bid site visits are not mandatory but recommended.

II. WORK CONDITIONS.

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

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

III. COMPLIANCE & SAFETY.

All Bidders must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of Federal, State and local laws governing the employment of labor, including, but not limited to those listed in **Section 102.13.01**, laws pertaining to work hours and minimum wages as well as those regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Workplace Development shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations.

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

BIDDER'S ACKNOWLEDGEMENT (CONTINUED)**Asbury Avenue Bikeway Improvements
City of Asbury Park***Fiore Paving Co Inc*
(Bidder Name)**IV. PROJECT RESPONSIBILITIES.**

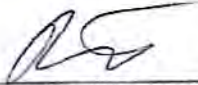
All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the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

V. BID BOND FORFEIT.

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

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

BY:



(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Robert Fiore

(Print or Type)

TITLE:

Vice-president

AMERICAN PRODUCTS CERTIFICATION(Pursuant to N.J.S.A. 40A:11-18)**Asbury Avenue Bikeway Improvements
City of Asbury Park***Fiore Paving Co Inc.*

(Bidder Name)

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

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

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

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

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

- OR -

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

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

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

RF

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

Asbury Avenue Bikeway Improvements City of Asbury Park

Fiore Paving Co Inc.

(Bidder Name)

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

- 1.) Date of Incorporation or Formation of bidding entity: May 10, 1978
- 2.) State of Incorporation or Formation of bidding entity: New Jersey
- 3.) Number of years engaged in the contracting business under your present firm or trading name: 46
- 4.) General character of work performed by company: Asphalt
- 5.) Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances.
NO
- 6.) Have you ever defaulted on a contract? If so, please explain the circumstances.
NO
- 7.) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of two percent (2%) for retainage? If so, how much and why?
NO
- 8.) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.
NO
- 9.) Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.
yes

STATEMENT OF EXPERIENCE AND QUALIFICATIONS (CONTINUED)

**Asbury Avenue Bikeway Improvements
City of Asbury Park**

Fiore Paving Co Inc.

(Bidder Name)

11.) Please provide the following information about all of your projects which are currently under construction:

<u>PROJECT NAME & ADDRESS</u>	<u>CONTACT PERSON & PHONE NUMBER</u>	<u>GROSS CONTRACT</u>	<u>ANTICIPATED COMPLETION DATE</u>
<i>Brick Pinewood Drive</i>	<i>Mark Rohmeyer 732-451-2051</i>	<i>163,000.00</i>	<i>Sept '24</i>
<i>Manasquan Euclid Ave.</i>	<i>Rose Bialoblocki 732-684-5482</i>	<i>326,000.00</i>	<i>Sept '24</i>

Certification of Non-Debarment for Federal Government Contracts

(Pursuant to N.J.S.A. 52:32-44.1)

This certification shall be completed, certified to, and submitted to Owner prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	Fiore Paving Co Inc.
Physical Address of Individual or Organization	4 Fiore Ct. Oceanport, NJ 07757
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐ Sole Proprietorship (skip Parts III and IV)
 ☐ Non-Profit Corporation (skip Parts III and IV)
☒ For-Profit Corporation (any type)
 ☐ Limited Liability Company (LLC)
 ☐ Partnership
☐ Limited Partnership
 ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <type of contracting unit> , permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Robert Fiore	Title:	Vice-President
Signature:		Date:	8-1-24

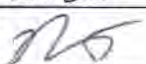
Certification of Non-Debarment for Federal Government Contracts

(CONTINUED)

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	
OR	
☒	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Certification of Non-Debarment for Federal Government Contracts

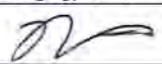
(CONTINUED)

Section C – Part III Certification			
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Robert Fiore	Title:	Vice-president
Signature:		Date:	8-1-24

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities									
Section A									
☐	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Name of Business Entity</th> <th style="width: 50%; text-align: center;">Physical Address</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </tbody> </table>	Name of Business Entity	Physical Address						
Name of Business Entity	Physical Address								
Add additional sheets if necessary									
OR									
☒	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.								

Certification of Non-Debarment for Federal Government Contracts

(CONTINUED)

Section B (skip if no business entities are listed in Section A of Part IV)			
☐	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
	Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address	
Add additional Sheets if necessary			
OR			
☐	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i><name of contracting unit></i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i><type of contracting unit></i> to notify the <i><type of contracting unit></i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <i><type of contracting unit></i>, permitting the <i><type of contracting unit></i> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Robert Fiore	Title:	Vice-President
Signature:		Date:	8-1-24

BID PACKET CERTIFICATION

STATE OF NEW JERSEY

COUNTY OF Monmouth

SS.

I, Robert Fiore, residing in Oceanport
 (Authorized Representative Name) (Municipality Name)

In the County of Monmouth and the State of New Jersey, of full age, being duly sworn
 (County Name)
 according to law on my oath depose and say that:

I am Vice-President of the firm of Fiore Paving Co Inc.
 (Authorized Representative Title) (Bidder Name)

_____, the Bidder submitting this Bid Packet for the Project, entitled

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

BY: [Signature]
 (Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME: Robert Fiore
 (Print or Type)

TITLE: Vice-president

This Bid Packet has been Sworn and Subscribed before me this

1 Day of August, 2024

NOTARY PUBLIC SEAL:

NOTARY
PUBLIC

[Signature]
 (Notary Public Signature)

Sharon E. Pugliano
 (Print or Type Name)

My Commission Expires

Nov 18, 2024

SHARON E. PUGLIANO
 Notary Public - State of New Jersey
 My Commission Expires 11/18/2024



BUSINESS ENTITY ANNUAL STATEMENT
NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION
 (609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)
THIS FORM MUST BE ELECTRONICALLY FILED AT:
www.elec.state.nj.us

FOR STATE USE ONLY

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

Part 1: General InformationDate of Statement January 17, 2024Activity for Calendar Year 2023
☐ Check if
Amendment
Part 2: Business Entity InformationBusiness Name Fiore Paving Co., Inc.Business Type Other Business OrganizationAddress 1 4 Fiore Court

Address 2 _____

City OceanportState New JerseyZip 07757*(Area Code) Telephone Number 732-870-3432**ACKNOWLEDGEMENT**

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

First Name VincentLast Name FioreTitle/Position Owner/PresidentDate January 17, 2024*(Area Code) Telephone Number 732-870-3432
☒ Check this box to certify the above acknowledgement.

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

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

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

Certification 11942

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2020 to 15-APR-2027.

FIORE PAVING CO. INC.
4 FIORE COURT
OCEANPORT NJ 07757



A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

Subcontractor List

Jads Construction Co.
5 Marks Place
South River, NJ 08882
License: 0097601
(Concrete Work)

Traffic Lines Inc.
5100 Asbury Road
Farmingdale, NJ 07727
License: 0103981
(Line-Striping)

Fiore Paving Co., Inc.
Equipment List
2024

1. 1987 Mack Tractor
2. 1989 Ingersoll-Rand Roller
3. 1994 International Dump Truck
4. 1994 International Dump Truck
5. 1997 40D Trailer
6. 1997 20D Trailer
7. 1998 Mack Dump Truck
8. 1998 John Deere 744E Loader
9. 2001 John Deere 624 H Loader
10. 2002 Mack Truck Tandem
11. 2002 PB Grader
12. 2003 Mack Tandem Truck
13. 2004 John Deere Backhoe
14. 2004 Hamm HD-75 Roller
15. 2004 John Deere Crawler Dozer
16. 2004 Beuthling Roller
17. 2005 Mack CV713 Dump Truck
18. 2005 GMC T8500 Tack Truck
19. 2005 Vogeles 1110RTB Asphalt Paver
20. 2005 Marathon Crack filler
21. 2006 John Deere 2101E Loader
22. 2006 Marathon Trailer w/perm attached seal tank
23. 2006 Gehl Paver
24. 2008 Atlas Copco Air Compressor
25. 2009 Wacker Roller
26. 2009 Hamm Roller
27. 2011 Hamm HD-12 Roller
28. 2011 Ford F550
29. 2011 Hamm Model HD13VV Roller
30. 2011 Wirtgen Milling Machine
31. 2012 Vogeles Pro Paver
32. 2012 Chevrolet Silverado Pickup Truck
33. 2012 Wirtgen Milling Machine
34. 2012 Ford F550
35. 2013 Hamm HD10Cuv Roller
36. 2014 Hamm HD12VV Roller
37. 2014 New Holland Roller
38. 2015 Hamm HD 110 Roller
39. 2015 Chevrolet Pick-up Truck

- 40. 2016 Ford F550
- 41. 2016 Rodgers Trailer
- 42. 2017 Isuzu Box Truck
- 43. 2017 Hamm HD12VT Roller
- 44. 2017 Chevrolet Pickup Truck
- 45. 2017 Brose Sweeper
- 46. 2018 John Deere Skid Steer Loader
- 47. 2018 John Deere Skid Steer Loader
- 48. 2018 Crafcro Crack-fill Machine

**Fiore Paving Co. Inc.
Project Experience Sheet**

<u>Owner Name/ Address</u>	<u>Project Location</u>	<u>Name/Phone Engineer</u>	<u>Contract Price</u>	<u>Date Completed</u>
Borough of Oceanport 910 Oceanport Way Oceanport, NJ 07757	2019 Road Program	Bill White 732-704-5978 Collier's Engineering	\$ 374,041.43	Aug. 2020
Borough of Red Bank 90 Monmouth Street Red Bank, NJ 07701	2020 Road Program	Mike Reiser 732-922-9229 CME	\$ 1,338,283.27	Sept. 2021
City of Long Branch 344 Broadway Long Branch, NJ 07740	Branchport Park	Sam Avakian 732-922-9229 Leon S. Avakian Inc.	\$ 108,126.20	Oct. 2020
Borough of Oceanport 910 Oceanport Way Oceanport, NJ 07757	Pickleball Courts	Bill White 732-704-5978 Collier's Engineering	\$ 119,906.25	Mar. 2023
Borough of Interlaken 100 Grassmere Ave. Interlaken, NJ 07712	Bridlemere Ave.	Sam Avakian 732-922-9229 Leon S. Avakian Inc.	\$ 304,400.22	Nov. 2022
Township of Shrewsbury 1979 Crawford St. Shrewsbury, NJ 07724	Barker Ave - Phase 1	Bill White 732-704-5978 Collier's Engineering	\$ 129,209.53	Nov. 2022
Borough of Shrewsbury 419 Sycamore Ave. Shrewsbury, NJ 07702	Dorchester Way & Regent Drive	Dave Cranmer 732-212-8900 Cranmer Engineering	\$ 443,679.26	Nov. 2022
Boro of Monmouth Beach 18 Willow Ave. Monmouth Beach, NJ 07750	2021 Roadway Improvements	Julie Nastasi 732-671-6400 T & M Associates	\$ 897,134.00	May 2023
Freehold Regional Schools 11 Pine Street Englishtown, NJ 07726	Paving at various Freehold Regional Schools	Jason Dubowitch 609-883-7101 FVHD Architects	\$ 2,733,885.00	April 2023
Borough of Sea Bright 1099 Ocean Ave. Sea Bright, NJ 07706	2021 & 2022 NJDOT MA Program	John LeCompte 732-286-9220 Remington & Vernick	\$ 386,407.25	May 2023

Certificate Number
604990

Registration Date: 03/25/2024
Expiration Date: 03/24/2026



State of New Jersey

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

Public Works Contractor Registration Act

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

Traffic Lines Inc
2024

Responsible Representative(s):

Mark Sergeant, President

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

NON TRANSFERABLE

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TRAFFIC LINES, INC.
Trade Name:
Address: 5100 ASBURY RD
FARMINGDALE, NJ 07727
Certificate Number: 0103981
Effective Date: February 10, 1977
Date of Issuance: January 21, 2011

For Office Use Only:

20110121110016373

Certificate Number
50716

Registration Date: 08/02/2022
Expiration Date: 08/01/2024



State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
Public Works Contractor Registration Act

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

Responsible Representative(s):
Antonio Soares, President
Fernando Soares, Treasurer

Robert Asaro-Angelo

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

Responsible Representative(s):
Linda Castillo, Secretary

Jads Construction Co Inc of NJ
2022

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

NON TRANSFERABLE

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATEDEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 282
TRENTON, N.J. 08646-0282

TAXPAYER NAME:

JADS CONSTRUCTION CO. OF NEW JERSEY INC.

TRADE NAME:

ADDRESS:

40 JEFFRIE AVE
SOUTH RIVER, NJ 08882

SEQUENCE NUMBER:

0097601

EFFECTIVE DATE:

06/10/87

ISSUANCE DATE:

02/19/10

Director
New Jersey Division of Revenue



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Vincent Fiore, Owner
Joe Fiore, Owner

Responsible Representative(s):
Robert Fiore, Owner

Fiore Paving Co Inc
2024

Robert Asaro-Angelo

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

Attachment: ASPK-00790_Fiore Paving Bid Package_08-01-2024 (2024-397 : Awarding a Bid for Asbury Avenue Bikeway Improvements)

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner

NON TRANSFERABLE

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

FIORE PAVING CO., INC.

TAXPAYER IDENTIFICATION#:

222-202-985/000

ADDRESS:

4 FIORE COURT
OCEANPORT NJ 07757-1405

EFFECTIVE DATE:

05/10/78

FORM-BRC(08-01)

TRADE NAME:

SEQUENCE NUMBER:

0097378

ISSUANCE DATE:

08/28/02

J. S. Tully
Acting Director

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

Attachment: ASPK-00790_Fiore Paving Bid Package_08-01-2024 (2024-397 : Awarding a Bid for Asbury Avenue Bikeway Improvements)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Fiore Paving Co., Inc.
of 4 Fiore Court, Oceanport, NJ 07757
as Principal, and NGM Insurance Company, 4601 Touchton Road East, Jacksonville, FL 32246
as Surety, is hereby held and firmly bound unto City of Asbury Park
of 1 Municipal Plaza, Asbury Park, NJ 07712
as Owner, in the penal sum of

Ten percent (10%) of amount bid not to exceed \$20,000.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed and sealed this August 1, 2024

The condition of the above obligation is such that whereas the Principal has submitted to City of Asbury Park a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

Asbury Avenue Bikeway Improvements

NOW, THEREFORE,

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

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

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

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

By:

Witness

Vincent J. Fiore
President

Fiore Paving Co., Inc.
Principal

By:

Robert P. Fiore
Vice President

NGM Insurance Company
Surety

By:

Taylor Wish, Witness

By:

Gemma Foster
Gemma Foster, Attorney-in-Fact

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

NGM Insurance Company

Organized and existing under the laws of the State of Florida and licensed to do business in the State of New Jersey certifies and agrees, that if contract for

Asbury Avenue Bikeway Improvements

for City of Asbury Park

is awarded to Fiore Paving Co., Inc.

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and Sealed this August 1, 2024

NGM Insurance Company


Gemma Doster, Attorney-in-Fact



Surety Disclosure Statement and Certification

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

(For use when Surety has a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

NGM Insurance Company, Surety on the attached bond, hereby certifies the following:

- 1) The capital and surplus, as determined in accordance with the applicable laws of this State, of the Surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2022 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by is PricewaterhouseCoopers LLP, One North Wacker, 11th Floor, Chicago, IL 60606

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
NGM Insurance Company	\$5,250,000	\$600,023,203

- 2) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority: pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2023 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitations</u>
NGM Insurance Company	\$57,978,000

- 3) The amount of the bond to which the statement and certification is attached is \$ exceed \$20,000.00 Ten percent (10%) of amount bid not to

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

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

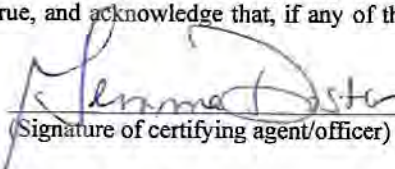
<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

And;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 4(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

Certificate

I, Gemma Doster as Attorney in Fact, for NGM Insurance Company, a company domiciled in the State of Florida, Hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements made by me are false, this bond is void.


(Signature of certifying agent/officer)

Gemma Doster
(Print name of certifying agent/officer)

Date: August 1, 2024

Attorney in Fact



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 17th, 2024, the following officers were elected and remain in office:

CHRISTOPHER R. LISTAU PRESIDENT
 LAUREN K. POWELL SECRETARY
 TROY P. VAN BEEK TREASURER
 ANDREW S. ROSE, THERESA E. BREUNIG-SILBERNAGEL VICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2023.

ADMITTED ASSETS

Bonds at Amortized Values	\$ 112,215,280
Stocks at Market Value	\$132,111,942
First Mortgage Loans	0
Real Estate	\$2,422,432
Cash in Office and Banks	(3,700,949)
Short Term Investments	\$617,201
Agent's Balance (Less than 90 Days)	\$311,290,700
Accrued Interest	\$1,078,461
Other Assets	\$157,941,677
TOTAL ADMITTED ASSETS	\$713,976,744

LIABILITIES

Reserve for Losses	0
Reserve for Loss Adjustment Expenses	0
Reserve for Unearned Premiums	0
Reserve for Other Underwriting Expenses	\$49,172,719
Reserve for Taxes, Licenses, and Fees	\$4,199,100
Loss Drafts in Transit	0
Other Liabilities	\$44,218,563
Total Liabilities	\$ 97,590,382
Policyholders' Surplus	\$616,386,362
TOTAL	\$713,976,744

Securities as deposited by law, included above = \$5,705,300

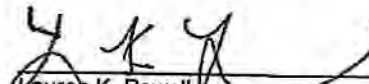
I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on
 this 18 day of March 2024


 Aaron Bochniak
 Commission Expires May 21, 2027

IN WITNESS THEREOF I hereunto subscribe
 my name and affix the seal of said company
 this 18 day of March 2024


 Lauren K. Powell
 Secretary



68-1191 (3/21)



POWER OF ATTORNEY

3.C.13.c

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Gemma Doster, Kristin Bevacqua, Kenneth A Gelok, Dawn M Jones, Thomas S Caruso**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Thirty Million Dollars (\$30,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, depose and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

Andrew Rose

My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 1st day of August, 2024.

Andrew Rose

Andrew Rose, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.



State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **May 02, 2024**

NAIC Company Code: **14788**

THIS IS TO CERTIFY THAT THE **NGM INSURANCE COMPANY**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2025, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - Fire and Allied Lines
- 11 - Other Liability
- 12 - Boiler and Machinery
- 13 - Fidelity and Surety
- 15 - Burglary and Theft
- 16 - Glass
- 17 - Sprinkler Leakage and Water Damage
- 02 - Earthquake
- 20 - Physical Loss to Buildings
- 22 - Mechanical Breakdown/Power Failure
- 03 - Growing Crops
- 04 - Ocean Marine
- 05 - Inland Marine
- 06 - Workers Compensation and Employers Liability
- 07 - Automobile Liability Bodily Injury
- 08 - Automobile Liability Property Damage
- 09 - Automobile Physical Damage



JUSTIN ZIMMERMAN

**ACTING COMMISSIONER
OF BANKING AND INSURANCE**

COMPANY NAME: NGM INSURANCE COMPANY NAIC COMPANY CODE: 14788

**STATUTORY HOME ADDRESS:
4601 TOUCHTON ROAD EAST
SUITE 3400
JACKSONVILLE, FL 32246**

SPECIAL CONDITIONS:



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 14, 2024
RESOLUTION SUMMARY

2024-398

The City of Asbury Park, through its Regional Contribution Agreement (RCA) Program, executed a mortgage to Melvin and Barbara Daniels in the total amount of \$18,640 for repairs to 1308 Fourth Avenue, Asbury Park, Block 2105 Lot 5,



RESOLUTION NO. 2024-398

**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 MELVIN AND BARBARA DANIELS FOR
PROPERTY LOCATED AT 1308 FOURTH AVENUE, ASBURY PARK**

WHEREAS, the City of Asbury Park, through its Regional Contribution Agreement (RCA) Program, executed a mortgage to Melvin and Barbara Daniels in the total amount of \$18,640 for repairs to 1308 Fourth Avenue, Asbury Park, Block 2105 Lot 5, which was recorded at the Office of Monmouth County Clerk, Book OR-9094, Page 785; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$18,640 on June 5th 2014 for a period of ten years; and

WHEREAS, Melvin and Barbara Daniels have satisfied the requirements of said loan and is requesting a Discharge of Mortgage for 1308 Fourth 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 1308 Fourth Avenue, Asbury Park.

I, LISA ESPOSITO, 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. 2024-398 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK
COUNTY OF MONMOUTH
REGIONAL CONTRIBUTION AGREEMENT REHABILITATION PROGRAM

MORTGAGE NOTE

This Mortgage Note is made on JUNE 5, 2014

Between the Borrower (s) MELVIN & BARBARA DANIELS

whose address is 1308 FOURTH AVENUE
ASBURY PARK, NJ 07712

And the Lender CITY OF ASBURY PARK

whose address is 1 MUNICIPAL PLAZA ASBURY PARK, N.J. 07712

If more than one Borrower signs this Note, the word "I" shall mean each Borrower named above. The word "Lender" shall mean the original Lender and anyone else who takes this Note by transfer or assignment.

PROMISE TO PAY: In return for a loan that I received, I promise to pay (\$ 18,640) (the Principal) with no interest in its entirety upon vacating or the transfer of title of this property prior to the end of the 10 year after completion of the rehabilitation as evidenced by certification from the Housing Inspector of the City of Asbury Park.

In the event that I sell the property to an income-eligible purchaser (as defined by the New Jersey Council on Affordable Housing) this note and the loan it evidences, shall be assumable by the said purchaser.

MORTGAGE TO SECURE PAYMENT: The Lender has been given a Mortgage dated JUNE 5 2014, to protect the Lender if the promises made in this Note are not kept. I agree to keep all promises made in the Mortgage covering property (the Property) I own located at Block/Lot 2105/5 1308 FOURTH AVENUE in the City of ASBURY PARK in the County of MONMOUTH and the State of New Jersey. All terms of the Mortgage are made part of

this Note.

RETURN ADDRESS:
CITY OF ASBURY PARK
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712
RCA DEPARTMENT

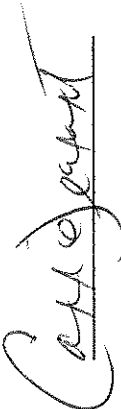
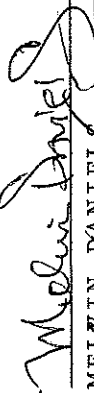
(MORTGAGE NOTE COND)

CHANGES TO THIS NOTE: This Note can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.

SIGNATURES: I agree to the terms of this Note by signing below. If the Borrower is a corporation, its proper corporate officers sign and its corporate seal is affixed.

THE BORROWER HAS RECEIVED A TRUE COPY OF THIS NOTE WITHOUT CHARGE.

Witnessed or Attested by:

MELVIN DANIELS (Seal)


BARBARA DANIELS (Seal)

Discharge of Mortgage

A certain Mortgage dated June 5, 2014, was made by The City of Asbury Park
1 Municipal Plaza, Asbury Park, N.J. 07712
to Melvin and Barbara Daniels, 1308 Fourth Avenue, Asbury Park,
N.J. 07712

This Mortgage was made to secure payment of \$ 18,640 and interest. It was recorded or registered in the office of the county recording officer of Monmouth County, State of New Jersey, on December 24, 2014, in Mortgage Book 02-9094 on Page 785.

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 5, 2024.

Witnessed or Attested by:

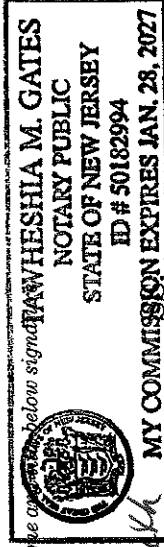
[Signature] (Seal)
Lillian L. Nazario, Esq. City Manager
City of Asbury Park

[Signature] (Seal)
Lisa Esposito, City Clerk

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on August 5th 2024

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.

[Signature] Notary Public



STATE OF NEW JERSEY, COUNTY OF Monmouth
I CERTIFY that on August 5th 2024

- 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 Manager
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
CD 666

[Signature]
Lillian L. Nazario, Esq. City Manager
City of Asbury Park
Print name and title below signature

(For Recorder's Use Only)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 14, 2024
RESOLUTION SUMMARY

2024-399

Amending Resolution No. 2024-337 Approving 2024-2025 Alcoholic Beverage Control License
For House Of Independents, LLC



RESOLUTION NO. 2024-399

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

RESOLUTION AMENDING RESOLUTION NO. 2024-337 APPROVING 2024-2025 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR HOUSE OF INDEPENDENTS, LLC IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, pursuant to Resolution No. 2024-337, adopted on June 26, 2024, Alcoholic Beverage License 1303-33-054-009, issued to House of Independents, LLC, was renewed with certain special conditions for the period from July 1, 2024 until June 30, 2025; and

WHEREAS, the purpose of the within Resolution is to amend condition 2(b) set forth in Resolution No. 2024-337, as set forth herein.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, County of Monmouth, that condition 2(b) set forth in Resolution 2024-337 is hereby amended as follows (additions are show with underline; deletions are shown with ~~strikeout~~):

- 2(b) During the term of this License, Licensee shall ~~confer~~ meet with the ~~City Manager for the City of~~ Officer in Charge of the Asbury Park Police Department, or their designee, every two weeks to discuss events scheduled to take place at the House of Independentsee Theater in the following two weeks. The Officer in Charge, or their designee, shall then report immediately to the City Manager. The City Manager, in consultation with the ~~Police Department~~ Officer in Charge (or their designee) and Licensee, will determine if Licensee will be required to hire off-duty City police officers for any of the upcoming events to provide additional security. The City's determination as to the need for said off-duty officers will be based upon numerous factors, including but not limited to, the nature of the event, the record of calls for service at the venue, etc. The number of off-duty police officers required for each event shall not exceed two (2).

BE IT FURTHER RESOLVED, that all other provisions of Resolution No. 2024-337, as adopted on June 26, 2024, which are not referenced in the within Resolution shall remain unaffected/unchanged and remain in full force and effect.

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

- (a) State of New Jersey Division of Alcoholic Beverage Control;
- (b) House of Independents, LLC;
- (c) Deputy Police Chief Guy Thompson;
- (d) Lillian L. Nazzaro, Esq., City Manager;
- (e) Eric Nemeth, Esq., NJIIF General Counsel; and
- (f) Frederick C. Raffetto, Esq., City Attorney

I, LISA ESPOSITO, 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. 2024-399 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 14, 2024
RESOLUTION SUMMARY

2024-400

Correcting address of the premises associated with the license as 1114 Main Street, Asbury Park, NJ.



RESOLUTION NO. 2024-400

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

RESOLUTION AMENDING RESOLUTION 2024-295 APPROVING 2024-2025 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR RBAR AP, LLC IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY, IN CERTAIN LIMITED RESPECTS

WHEREAS, on June 12, 2024, the City of Asbury Park (the “City”) adopted Resolution No. 2024-295 Approving 2024-2025 Alcoholic Beverage Control License for RBAR AP, LLC in the City (“Resolution No. 2024-295”); and

WHEREAS, Resolution No. 2024-295 approved the renewal of Alcoholic Beverage License Control license 1303-33-029-008 (the “license”) and incorrectly listed the address of the premises associated with the license as “114 Main Street, Asbury Park, NJ”; and

WHEREAS, the Mayor and City Council wish to amend Resolution No. 2024-295 to reflect the correct address of the premises associated with the license as 1114 Main Street, Asbury Park, NJ.

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

1. That Resolution No. 2024-295 which was previously adopted by the Mayor and City Council on June 12, 2024, and which approved the renewal of Alcoholic Beverage License Control license 1303-33-029-008 (the “license”) for RBAR AP, LLC in the City, for the license year 2024-2025, is hereby amended to reflect the correct address of the premises associated with the license as 1114 Main Street, Asbury Park, NJ.
2. That a certified copy of this Resolution shall be provided to each of the following:
 - a. RBAR AP, LLC;
 - b. State of NJ, Division of Alcoholic Beverage Control;
 - c. Lillian Nazzaro, Esq., City Manager; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, 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. 2024-400 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, August 14, 2024
RESOLUTION SUMMARY

2024-401

**RESOLUTION NO. 2024-401**

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

**RESOLUTION AMENDING THE SCOPE OF ENGINEERING SERVICES TO BE
PERFORMED BY CDM SMITH, INC., RELATING TO THE DESIGN OF PHASE I
WASTEWATER TREATMENT PLANT IMPROVEMENTS IN ORDER TO INCLUDE
ODOR CONTROL**

<PLACEHOLDER>

I, LISA ESPOSITO, 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. 2024-401 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

CERTIFIED BY ME THIS 15th DAY OF August, 2024.

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-28**

**ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A
FIRST AMENDMENT TO A LEASE AGREEMENT WITH ASBURY PARTNERS, LLC,
CAJUN FISH HOLDINGS, LLC AND AP FIVE PROP HOLDINGS, LLC FOR
CERTAIN PROPERTY WITHIN THE ASBURY PARK WATERFRONT
REDEVELOPMENT AREA**

WHEREAS, the City of Asbury Park (the “City”) acting under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”), has declared a portion of the City as an area in need of redevelopment which in general terms encompasses the property between Grand Avenue and the beachfront, consisting of approximately 230 acres known as the Waterfront Redevelopment Area (“Redevelopment Area”); and

WHEREAS, the City, acting under the Redevelopment Law and predecessor statutes, adopted a redevelopment plan for the Waterfront Redevelopment Area known as the Waterfront Redevelopment Plan on November 7, 1984, which has been subsequently amended, restated and superseded on March 15, 2002, and which may be further amended from time to time (“Redevelopment Plan”); and

WHEREAS, Asbury Partners, LLC (“Asbury Partners”) is the designated Master Developer within the Redevelopment Area and is the owner of the property designated as Block 4307, Lots 1 and 2, which is within the Redevelopment Area, and which are commonly known as 113 Seventh Avenue and 1611 Ocean Avenue (“Lots 1 and 2”); and

WHEREAS, Cajun Fish Holdings, LLC (“Cajun Fish”), an affiliate of Asbury Partners, LLC, is the owner of property designated as Block 4307, Lot 3, which is within the Redevelopment Area, and which is commonly known as 1601 Ocean Avenue (“Lot 3”); and

WHEREAS, Lots 1 and 2 and Lot 3 are collectively referred to as the “Leased Premises” and comprise approximately 22,000 square feet including a “tracking pad”; and

WHEREAS, by Ordinance of the City Council of the City of Asbury Park (the “City Council”), the City entered into a Lease Agreement with Master Developer and Cajun Fish Holdings, LLC (collectively, the “Parties”) for the Leased Premises (the “Lease” or the “Lease Agreement”) whereby the City stores certain containers as well as equipment and other materials for, *inter alia*, beachfront operations (collectively, the “Equipment”) thereupon pursuant to the terms and conditions of the Lease Agreement; and

WHEREAS, in preparation for the “Sea Hear Now Festival” hosted in the City of Asbury Park, through the month of September 2024, the City requires the temporary relocation

of the Equipment which is currently being stored on the Leased Premises, in order to support the production of the Sea Hear Now Festival; and

WHEREAS, Asbury Partners, Cajun Fish and AP Five Prop Holdings, LLC, an affiliate of Asbury Partners (“AP Five”), is aiding the City with such temporary relocation by providing the City with temporary additional/alternative space for the storage of the Equipment through the month of September 2024; and

WHEREAS, Asbury Partners is the vested owner of Block 4401, Lot 1, in the City of Asbury Park, New Jersey, and AP Five is the vested owner of Block 4302, Lot 2, in the City of Asbury Park, New Jersey; and

WHEREAS, the Parties desire to temporarily expand the “Leased Premises” to permit such temporary relocation of the Equipment to Block 4401, Lot 1 which is commonly known as 1801 Ocean Avenue and Block 4302, Lot 2 which is commonly known as 201-203 Eighth Avenue (collectively, and together with the “Leased Premises”, the “Temporary Expansion Premises”) and to modify the Lease Agreement pursuant to the terms of a First Amendment of the Lease Agreement in order to establish same; and

WHEREAS, the expansion and the Amendment would be in effect from July 15, 2024 through September 2024 and thereafter, the City would continue to lease only the Leased Premises pursuant to the terms of the Lease Agreement; and

WHEREAS, pursuant to N.J.S.A. 40A:12-5(a)(1) “any municipality, by ordinance, may provide for the acquisition of any real property, capital improvement, or personal property: (1) by purchase, gift, devise, lease, exchange, or condemnation”.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The defined terms set forth in the recitals contained in this ordinance are incorporated by reference as it is set forth at length herein.

Section 2. The City of Asbury Park, acting as a Tenant, is hereby authorized to enter into a First Amendment of the Lease Agreement with Asbury Partners, LLC, Cajun Fish Holdings, LLC, and AP Five Prop Holdings, LLC, acting as the Landlords, for the lease of the real property defined herein as the “Temporary Expansion Premises” through September 2024, which will be subject to all of the conditions set forth in the Lease Agreement.

Section 3. The Mayor and City Clerk are hereby authorized and directed to execute, on behalf of the City, a First Amendment of the Lease Agreement, which shall have been executed by Landlord, generally in a form approved by the Municipal Attorney, and such other documents as are necessary and advisable to lease the subject property with such revisions in said documents as the Municipal Attorney may advise and the Mayor may approve, such approval to be evidenced by execution hereof. The First Amendment of the Lease Agreement appended to the Ordinance is hereby incorporated into the record.

Section 4. The Temporary Expansion Premises shall solely be used for the purpose of supporting the City of Asbury Park’s beachfront operations and other similar municipal services.

Section 5. The City of Asbury Park shall pay rent in the amount of \$1.00 per year to Asbury Partners, LLC, Cajun Fish Holdings, LLC and AP Five Prop Holdings, LLC.

Section 6. This Ordinance shall take effect as provided by law.

WHEREAS, Asbury Partners, Cajun Fish and AP Five Prop Holdings, LLC, an affiliate of Asbury Partners (“AP Five”), is aiding the City with such temporary relocation by providing the City with temporary additional/alternative space for the storage of the Equipment through the month of September 2024; and

WHEREAS, Asbury Partners is the vested owner of Block 4401, Lot 1, in the City of Asbury Park, New Jersey, and AP Five is the vested owner of Block 4302, Lot 2, in the City of Asbury Park, New Jersey; and

WHEREAS, the Parties desire to temporarily expand the “Leased Premises” to permit such temporary relocation of the Equipment to Block 4401, Lot 1 and Block 4302, Lot 2 (collectively, and together with the “Leased Premises”, the “Temporary Expansion Premises”) and to modify the Lease Agreement pursuant to the terms of a First Amendment of the Lease Agreement in order to establish same; and

WHEREAS, the expansion and the Amendment would be in effect from July 15, 2024 through September 2024 and thereafter, the City would continue to lease only the Leased Premises pursuant to the terms of the Lease Agreement; and

WHEREAS, pursuant to N.J.S.A. 40A:12-5(a)(1) “any municipality, by ordinance, may provide for the acquisition of any real property, capital improvement, or personal property: (1) by purchase, gift, devise, lease, exchange, or condemnation”.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The defined terms set forth in the recitals contained in this ordinance are incorporated by reference as it is set forth at length herein.

Section 2. The City of Asbury Park, acting as a Tenant, is hereby authorized to enter into a First Amendment of the Lease Agreement with Asbury Partners, LLC, Cajun Fish Holdings, LLC, and AP Five Prop Holdings, LLC, acting as the Landlords, for the lease of the real property defined herein as the “Temporary Expansion Premises” through September 2024, which will be subject to all of the conditions set forth in the Lease Agreement.

Section 3. The Mayor and City Clerk are hereby authorized and directed to execute, on behalf of the City, a First Amendment of the Lease Agreement, which shall have been executed by Landlord, generally in a form approved by the Municipal Attorney, and such other documents as are necessary and advisable to lease the subject property with such revisions in said documents as the Municipal Attorney may advise and the Mayor may approve, such approval to be evidenced by execution hereof. The First Amendment of the Lease Agreement appended to the

Ordinance is hereby incorporated into the record.

Section 4. The Temporary Expansion Premises shall solely be used for the purpose of supporting the City of Asbury Park's beachfront operations and other similar municipal services.

Section 5. The City of Asbury Park shall pay rent in the amount of \$1.00 per year to Asbury Partners, LLC, Cajun Fish Holdings, LLC and AP Five Prop Holdings, LLC.

Section 6. This Ordinance shall take effect as provided by law.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-28 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

LISA ESPOSITO
CITY CLERK

FIRST AMENDMENT
TO
LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “Amendment”), made as of July 15, 2024 (the “Effective Date”), between **ASBURY PARTNERS, LLC**, a New Jersey limited liability company having an office at c/o Star Holdings at 1089 Ocean Avenue, 3rd Floor, Asbury Park, New Jersey 07712, and **CAJUN FISH HOLDINGS, LLC**, having an office at c/o Star Holdings at 1089 Ocean Avenue, 3rd Floor, Asbury Park, New Jersey 07712 (collectively, “Landlord”) and the **CITY OF ASBURY PARK**, a municipal corporation of the State of New Jersey with an address at One Municipal Plaza, Asbury Park, New Jersey 07712 (“Tenant”). Each of Landlord and Tenant are sometimes referred to as a “Party” and collectively as the “Parties”.

PRELIMINARY STATEMENT

WHEREAS, by Ordinance of the City Council of the City of Asbury Park (the “City Council”), Landlord and Tenant are parties to that certain Lease Agreement dated January 23, 2024 (the “Lease”), pursuant to which, inter alia, Landlord leased to Tenant, and Tenant hired from Landlord, certain premises consisting of approximately 22,000 square feet including a “tracking pad” located upon portions of Lot 1 (commonly known as 113 Seventh Avenue), Lot 2 (commonly known as 1611 Ocean Avenue), and Lot 3 (commonly known as 1601 Ocean Avenue), in Block 4307, in the City of Asbury Park, New Jersey, as more specifically described in the Lease (the “Leased Premises”) on the terms and conditions more specifically set forth in the Lease;

WHEREAS, in preparation for the “Sea Hear Now Festival” hosted in the City of Asbury Park, New Jersey, through the month of September 2024, Tenant requires the temporary relocation of all beach operations equipment and containers currently being stored on the Leased Premises;

WHEREAS, Landlord is aiding Tenant with such temporary relocation by providing Tenant with temporary additional space for the storage of beach operations equipment and containers;

WHEREAS, Asbury Partners, LLC is the vested owner of Block 4401, Lot 1, in the City of Asbury Park, New Jersey, and Landlord’s affiliate, AP Five Prop Holdings, LLC, is the vested owner of Block 4302, Lot 2, in the City of Asbury Park, New Jersey;

WHEREAS, the Parties desire to temporarily expand the Leased Premises to permit such temporary relocation and to further modify the Lease pursuant to the terms of this Amendment.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. **Temporary Expansion Premises.** From the Effective Date hereof through 11:59 pm on September 30, 2024 (the “Temporary Expansion Term”), the Leased Premises shall be expanded to include and incorporate Block 4401, Lot 1 which is commonly known as 1801 Ocean Avenue and Block 4302, Lot 2 which is commonly known as 201-203 Eighth Avenue, located in the City of Asbury Park, New Jersey (the “Temporary Expansion Premises”). Tenant’s use and occupancy of all or any portion of the Temporary Expansion Premises during the Temporary Expansion Term shall be limited to the storage of beach operations equipment and containers and shall be subject to all terms and conditions of the Lease.

Upon expiration of the Temporary Expansion Term, Tenant's right to use and occupy the Temporary Expansion Premises shall cease to exist, Tenant shall quit and surrender the Temporary Expansion Premises, and for the remainder of the Term specified in the Lease, Tenant shall only be entitled to the use and occupancy of the Leased Premises, as that term is defined in Section 2(A) of the Lease. The Parties agree specifically that Landlord shall not be liable for any casualty, theft, damage, or destruction of beach operations equipment and containers stored on the Temporary Expansion Premises during the Temporary Expansion Term.

3. **Temporary Definition of Landlord.** Tenant acknowledges that the Temporary Expansion Premises is, in part, owed by Landlord's affiliate, AP Five Prop Holdings, LLC. As such, in order to bring legal effect to the demise of the Temporary Expansion Premises to Tenant, AP Five Prop Holdings, LLC must join the Parties in the execution of this Amendment. The Parties, therefore, specifically agree that during the Temporary Expansion Term, AP Five Prop Holdings, LLC (with specific regard to Block 4302, Lot 2), along with Asbury Partners, LLC (with specific regard to Block 4401, Lot 1 and the Leased Premises) and Cajun Fish Holdings, LLC (with specific regard to the Leased Premises), together collectively, shall be for all purposes under the Lease, the Landlord under the Lease with regard to the respective premises identified in this Paragraph 3. Upon expiration of the Temporary Expansion Term, and for the remainder of the Term specified in the Lease, the definition of Landlord under the Lease shall return to its meaning ascribed in the Lease (i.e., to include only Asbury Partners, LLC and Cajun Fish Holdings, LLC).

4. **Lease in Full Force and Effect.** Tenant hereby affirms that as of the date hereof the Lease is in full force and effect, that the Lease has not been modified or amended (except as provided in this Amendment) and that all of Landlord's obligations accrued to date have been performed. Tenant hereby agrees that to Tenant's knowledge there are, as of the date hereof, regardless of the giving of notice or the passage of time, or both, no defaults or breaches on the part of Landlord under the Lease. Landlord hereby agrees that, to Landlord's knowledge, there are, as of the date hereof, regardless of the giving of notice or the passage of time, or both, no defaults or breaches on the part of Tenant under the Lease.

5. **Condition of the Temporary Expansion Premises.** Tenant acknowledges that it is in occupancy of the Temporary Expansion Premise and hereby accepts the Temporary Expansion Premise in their "AS IS" physical condition and state of repair as of the date of this Amendment. Landlord shall have no obligation to do any work, perform any services or grant any construction allowances in connection with this Amendment.

6. **Entire Agreement.** Except as expressly amended and modified hereby, the Lease shall otherwise remain in full force and effect, the Parties hereto hereby ratifying and confirming the same. This Amendment, together with the Lease, is the complete understanding between the Parties and supersedes all other prior agreements and representations concerning its subject matter. To the extent of any inconsistency between the Lease and this Amendment, the terms of this Amendment shall control.

7. **Counterparts; Electronic Signatures.** This Amendment may be executed in any number of counterparts each of which together shall constitute an original. This Amendment may be executed and delivered by facsimile or other reliable electronic means (including email of a PDF document).

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment and shall be effective as of the date first set forth above.

LANDLORD:

ASBURY PARTNERS, LLC

By: _____
Name: BRIAN A. CHERIPKA
Title: AUTHORIZED SIGNATORY

CAJUN FISH HOLDINGS, LLC

By: _____
Name: BRIAN A. CHERIPKA
Title: AUTHORIZED SIGNATORY

AP FIVE PROP HOLDINGS, LLC

By: _____
Name: BRIAN A. CHERIPKA
Title: AUTHORIZED SIGNATORY

TENANT:

CITY OF ASBURY PARK

By: _____
Name: JOHN MOOR
Title: MAYOR



**Asbury Park, New Jersey
ORDINANCE NO. 2024-29**

**ORDINANCE ESTABLISHING A RESTRICTED PARKING SPACE FOR USE BY
HANDICAPPED PERSONS IN THE CITY OF ASBURY PARK ALONG BOND
STREET, AND AMENDING AND SUPPLEMENTING SECTION 7-36,
ENTITLED, "HANDICAPPED PARKING," OF CHAPTER VII, "TRAFFIC," OF THE
"REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW
JERSEY."**

WHEREAS, the City of Asbury Park (the "City") has been requested to create an additional handicapped parking space at 1407 Bond Street, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 110 feet south of the southwest corner of Bond Street and Sixth Avenue and extending 20 south feet therefrom; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.5, a municipality may, by Ordinance, establish restricted parking space(s) in front of residences, schools, hospitals and other public buildings, and in shopping and business districts, for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, the Asbury Park Police Department has reviewed and approved this request; and

WHEREAS, the City therefore wishes to designate an additional restricted parking space for use by handicapped person(s) at the aforesaid property, and to amend and supplement Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," accordingly.

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

1. There is hereby established an additional restricted parking space along Bond Street, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 110 feet south of the southwest corner of Bond Street and Sixth Avenue and extending 20 south feet therefrom, in accordance with the requirements set forth in this Ordinance.

2. The City Engineer is hereby designated to determine whether or not the said parking space and the erection of any signs associated therewith conform to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways, as

adopted by the Commissioner of Transportation, and any other Department of Transportation rules and regulations governing parking spaces and signs, and shall certify his approval of the same to the Commissioner of Transportation in accordance with the requirements of N.J.S.A. 39:4-8.1.

3. The City is authorized to erect appropriate signage to designate the handicapped parking space established herein and may mark the street appropriately.

4. Any signs erected or street markings employed to identify the subject parking space shall clearly and conspicuously state "Parking for Handicapped Persons Only."

5. Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended and supplemented to include the following:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Bond Street	West	Beginning at a point located 110 feet south of the southwest corner of Bond Street and Sixth Avenue and extending 20 south feet therefrom

6. On or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

7. The City reserves the right to terminate the designation of the within handicapped parking space at the City's discretion.

8. All other Ordinances or parts of Ordinances that are inconsistent herewith are hereby repealed to the extent of such inconsistencies.

9. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

10. This Ordinance shall take effect upon final passage and publication in accordance with the law.

11. A certified copy of this Ordinance shall be provided to the Commissioner of Transportation within thirty (30) days of the adoption thereof.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-29 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

LISA ESPOSITO
CITY CLERK



3.D.1.2.a

Asbury Park Police Department
Traffic Safety Bureau
Asbury Park, New Jersey

To: D/C Guy Thompson

From: PO William Reng

Date: 7/1/2024

Subject: Handicapped Parking Space Request

Sir, I was contacted by Jean McLaughlin 1407 Bond Street, with regards to a request for a handicapped parking space in front of her residence. I have checked the location and have verified all of her DMV paperwork and handicapped placards. I would like to request a handicapped parking ordinance and a handicapped space to read as follows.

Jean McLaughlin 1407 Bond Street.

Space should be IFO 1407 Bond Street which is located 150 feet south of the southwest corner of Sixth Avenue and Bond Street. Space should be 20 feet on center at that location. (Space should be offset of the ramp to the residence)

Attachment: Handicap Parking Request 1407 Bond St (2024-29 : Bond Street Additional Handicap Space)



**Asbury Park, New Jersey
ORDINANCE NO. 2024-30**

**ORDINANCE ESTABLISHING A RESTRICTED PARKING SPACE FOR USE BY
HANDICAPPED PERSONS RESIDING AT 1515 SUMMERFIELD AVENUE IN THE
CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING SECTION 7-36,
ENTITLED, "HANDICAPPED PARKING," OF CHAPTER VII, "TRAFFIC," OF THE
"REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW
JERSEY."**

WHEREAS, the City of Asbury Park (the "City") has been requested to create an additional handicapped parking space at 1515 Summerfield Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 260 feet east of the northeast corner of Summerfield Avenue and Ridge Avenue and extending 20 feet east therefrom; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.5, a municipality may, by Ordinance, establish restricted parking space(s) in front of residences, schools, hospitals and other public buildings, and in shopping and business districts, for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, the Asbury Park Police Department has reviewed and approved this request; and

WHEREAS, the City therefore wishes to designate an additional restricted parking space for use by handicapped person(s) at the aforesaid property, and to amend and supplement Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," accordingly.

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

1. There is hereby established an additional restricted parking space along Summerfield Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 260 feet east of the northeast corner of Summerfield Avenue and Ridge Avenue and extending 20 feet east therefrom, in accordance with the requirements set forth in this Ordinance.

2. The City Engineer is hereby designated to determine whether or not the said parking space and the erection of any signs associated therewith conform to the current standards

prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the Commissioner of Transportation, and any other Department of Transportation rules and regulations governing parking spaces and signs, and shall certify his approval of the same to the Commissioner of Transportation in accordance with the requirements of N.J.S.A. 39:4-8.1.

3. The City is authorized to erect appropriate signage to designate the handicapped parking space established herein and may mark the street appropriately.

4. Any signs erected or street markings employed to identify the subject parking space shall clearly and conspicuously state "Parking for Handicapped Persons Only."

5. Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended and supplemented to include the following:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Summerfield Avenue.	East	Beginning at a point located 260 feet east of the northeast corner of Summerfield Avenue and Ridge Avenue and extending 20 feet east therefrom

6. On or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

7. The City reserves the right to terminate the designation of the within handicapped parking space at the City's discretion.

8. All other Ordinances or parts of Ordinances that are inconsistent herewith are hereby repealed to the extent of such inconsistencies.

9. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

10. This Ordinance shall take effect upon final passage and publication in accordance with the law.

11. A certified copy of this Ordinance shall be provided to the Commissioner of Transportation within thirty (30) days of the adoption thereof.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-30 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-27**

**ORDINANCE ESTABLISHING A RESTRICTED PARKING SPACE FOR USE BY
HANDICAPPED PERSONS IN THE CITY OF ASBURY PARK ALONG GRAND
AVENUE, AND AMENDING AND SUPPLEMENTING SECTION 7-36,
ENTITLED, "HANDICAPPED PARKING," OF CHAPTER VII, "TRAFFIC," OF THE
"REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW
JERSEY."**

WHEREAS, the City of Asbury Park (the "City") has been requested to create an additional handicapped parking space at 500 First Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 87 feet south of the southwest corner of First Avenue and Grand Avenue and extending 20 south feet therefrom; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.5, a municipality may, by Ordinance, establish restricted parking space(s) in front of residences, schools, hospitals and other public buildings, and in shopping and business districts, for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, the Asbury Park Police Department has reviewed and approved this request; and

WHEREAS, the City therefore wishes to designate an additional restricted parking space for use by handicapped person(s) at the aforesaid property, and to amend and supplement Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," accordingly.

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

1. There is hereby established an additional restricted parking space along Grand Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 87 feet south of the southwest corner of First Avenue and Grand Avenue and extending 20 south feet therefrom, in accordance with the requirements set forth in this Ordinance.

2. The City Engineer is hereby designated to determine whether or not the said parking space and the erection of any signs associated therewith conform to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways, as

adopted by the Commissioner of Transportation, and any other Department of Transportation rules and regulations governing parking spaces and signs, and shall certify his approval of the same to the Commissioner of Transportation in accordance with the requirements of N.J.S.A. 39:4-8.1.

3. The City is authorized to erect appropriate signage to designate the handicapped parking space established herein and may mark the street appropriately.

4. Any signs erected or street markings employed to identify the subject parking space shall clearly and conspicuously state "Parking for Handicapped Persons Only."

5. Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended and supplemented to include the following:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Grand Avenue	West	Beginning at a point located 87 feet south of the southwest corner of First Avenue and Grand Avenue and extending 20 south feet therefrom

6. On or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

7. The City reserves the right to terminate the designation of the within handicapped parking space at the City's discretion.

8. All other Ordinances or parts of Ordinances that are inconsistent herewith are hereby repealed to the extent of such inconsistencies.

9. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

10. This Ordinance shall take effect upon final passage and publication in accordance with the law.

11. A certified copy of this Ordinance shall be provided to the Commissioner of Transportation within thirty (30) days of the adoption thereof.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-27 which was finally adopted by the City Council at a meeting held on the 14th day of August, 2024

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, August 14, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-383 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Lillian Nazzaro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	
John Hayes	Deputy City Manager	Present	

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

SPECIAL EVENT APPLICATIONS:

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

ITEMS TO BE PRESENTED:

1. Presentation of 2024 Transportation Update

Director of Transportation, James Bonnano provided at 2024 Transportation Update.

Matters from City Council

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

Council member Chapman had no matters at this time.

Council member Clayton had no matters at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Lillian Nazzaro 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 Deputy Mayor Quinn to open the meeting to the public. All were in favor. The following members of the public spoke: Nina Summerlin made a comment about construction on Bangs Avenue; Larry Simms made a comment about construction on sewer lines; Peter Plants made a comment about the rent leveling ordinance; Joe Magaran made a comment about loading trucks and accidents on Sewall Avenue; Kathleen Mumma made a comment traffic studies, green infrastructure, Asbury Avenue bike lane improvements, and safe streets; Kathleen Emmerick made a comment about speed bumps and traffic studies; Eric Galipo made a comment about safety for children, green infrastructure, traffic study; Polli Schildge made a comment about transportation grant writing and a complete streets advisory committee; Tom Pivinski made a comment about the pathway exits around the gardens at Wesley Lake; Janna Manning made a comment about green infrastructure and bump outs; Diana Pettit made a comment about bike racks; and Rita Marano made a comment about the construction of the new fire house.

A motion to close the meeting to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

MINUTES

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

1. Municipal Council- Executive Meeting July 31, 2024 4:00 PM

2. Municipal Council - Regular Meeting - Jul 31, 2024 6:00 PM

INDIVIDUAL RESOLUTIONS

2024-384 Resolution Approving Payment of Bills

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

2024-385 Resolution Approving Special Event Applications

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

2024-387 Resolution Authorizing the Purchase of Various Computers and Accessories Needed for Citywide Computer Replacement

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

2024-388 Resolution Authorizing Purchase of Access Control Security System at Various Locations Citywide

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

2024-389 Resolution Authorizing Payment to the Boys & Girls Club of Monmouth for Public Facility Upgrades through Community Development Block Grant (CDBG) Funds

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

2024-390 Resolution Authorizing Payment to the Mercy Center for Public Facility Upgrades through Community Development Block Grant (CDBG) Funding

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-391 Resolution Authorizing Payment to Community Affairs Resource Center for a Public Facility Upgrade through Community Development Block Grant (CDBG)

RESULT:	ADOPTED [4 TO 0]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-392 Resolution Authorizing Payment to UFBC Manna Pantry for a Public Facility Upgrade through Community Development Block Grant (CDBG) Funding

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-393 Resolution Authorizing Fiber Cable Installation at the New Fire Department Headquarters

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-394 Resolution Authorizing an Annual Service Agreement with Power DMS for the Police Department

RESULT:	ADOPTED [4 TO 0]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-395 Resolution Amending a Shared Service Agreement with Passaic Valley Sewerage Commission for Sludge Disposal

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

2024-396 Resolution Approving Change Order #1 for the 2022 Roadway Improvement Program

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

2024-397 Resolution Awarding a Bid for Asbury Avenue Bikeway Improvements

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

2024-398 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage for Melvin and Barbara Daniels for Property located at 1308 Fourth Avenue, Asbury Park

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

2024-399 Resolution Amending Resolution No. 2024-337 Approving 2024-2025 Alcoholic Beverage Control License For House Of Independents, LLC In The City Of Asbury Park, County Of Monmouth, New Jersey

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

2024-400 Resolution Amending Resolution 2024-295 Approving 2024-2025 Alcoholic Beverage Control License For RBAR AP, LLC In The City Of Asbury Park, County Of Monmouth, New Jersey, In Certain Limited Respects

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

2024-401 Resolution Amending The Scope Of Engineering Services To Be Performed By CDM Smith, Inc., Relating To The Design Of Phase I Wastewater Treatment Plant Improvements In Order To Include Odor Control

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

ORDINANCES

Introduction

2024-28 Ordinance of The City of Asbury Park, In The County of Monmouth, State Of New Jersey, Authorizing The Execution of a First Amendment To a Lease Agreement With Asbury Partners, LLC, Cajun Fish Holdings, LLC and AP Five Prop Holdings, LLC For Certain Property Within The Asbury Park Waterfront Redevelopment Area

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2024 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-29 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons In The City Of Asbury Park along Bond Street, And Amending And Supplementing Section 7-36, Entitled, "Handicapped Parking," Of Chapter VII, "Traffic," Of The "Revised General Ordinances Of The City Of Asbury Park, New Jersey."

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2024 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-30 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons residing at 1515 Summerfield Avenue In The City Of Asbury Park, And Amending And Supplementing Section 7-36, Entitled, "Handicapped Parking," Of Chapter VII, "Traffic," Of The "Revised General Ordinances Of The City Of Asbury Park, New Jersey."

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2024 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/Public Hearing

2024-27 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons In The City Of Asbury Park along Grand Avenue, And Amending And Supplementing Section 7-36, Entitled, "Handicapped Parking," Of Chapter VII, "Traffic," Of The "Revised General Ordinances Of The City Of Asbury Park, New Jersey."

A motion to open 2024-27 to the public was made by Council member Ahbez-Anderson and seconded by Mayor Moor. All were favor. No members of the public spoke.

A motion to close 2024-27 to the public was made by Deputy Mayor Quinn and seconded by Council member Clayton. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:48 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Clayton. Meeting adjourned at 7:48 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk