



Agenda
Meeting of the Municipal Council
Wednesday, August 9, 2017
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 3, 2017, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

- A. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- B. Special Event Applications
- C. Review of Agenda Items for August 9, 2017, Regular Meeting
- D. Items to be presented by the City Auditor:
 - 1. 1547 : Report of Audit
- E. Items to be presented by Asbury Park School District:
 - 1. Asbury Park School District Presentation on Summer Program
- F. Items to be presented by Madison Asbury Retail, LLC:
 - 1. Renovations to the Fourth Avenue Pavillion (1100 Ocean Avenue) presented by Madison Asbury Retail, LLC for recommendations and referral to the Asbury Park Planning Board

- G. Matters from City Council
- H. Matters from City Manager
- I. Matters from City Attorney
- J. Regular Meeting begins at 7 p.m.
- K. Discussion Items



Agenda
Meeting of the Municipal Council
Wednesday, August 9, 2017
REGULAR MEETING 7:00 PM

I. Executive Session - 4:30 p.m.

2017-250 Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Amendments to the Waterfront Redevelopment Plan
2. Union Contract Negotiations

B. Litigation

1. Westside Community Center Tax Appeal

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

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

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 3, 2017, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Executive Meeting Minutes of July 26, 2017
- Municipal Council - Work Session - Jul 26, 2017 6:00 PM
- Municipal Council - Regular Meeting - Jul 26, 2017 7:00 PM

G. Consent Agenda Resolutions

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

2017-251 Special Event Applications

2017-252 Resolution to Terminate Sewer Account Billing

2017-253 Resolution Authorizing Cancellation and Refund of Tax Sale Certificate
due to Erroneously Sold on Federal Post Office Block 2507 Lot 1
TSC#13-00305

H. Individual Resolutions

2017-254 Resolution Amending Temporary Budget Appropriations for 2017 Budget

2017-255 Resolution Authorizing The Payment of Bills

2017-256 Resolution Accepting the 2016 Municipal Audit

2017-257 Resolution Adopting A Corrective Action Plan In Response To The
Recommendations Contained In The 2016 Report Of Audit

2017-258 Resolution Supporting Potential Brownfield Remediation at 1130 – 1156
Springwood Avenue

2017-259 Award of a Contract to Provide Fire Department Uniforms

2017-260 Award a Contract to the Ambient Group for Impacted Soil Removal

2017-261 Authorizing Appointments to the “Environmental/Shade Tree
Commission”

2017-262 Resolution Appointing Members to the Wesley Lake Commission

I. Ordinances

1. Introduction

2017-36 A Capital Ordinance Appropriating The Sum Of \$42,400 For Acquisition
Of A Speed Trailer For The Police Department, Various Tools And
Equipment For The Mechanics Within The Department Of Public Works,
Various Tools And Equipment For The Fire Department

2. Second Reading/Public Hearing

2017-35 Authorizing the City of Asbury Park to Convey an Easement Over Certain
Portions of the Public Right-Of-Way Area Adjacent to the Property
Located at 1003 Bond Street (Block 2703, Lot 2, f/k/a Block 167, Lot
1.02)

J. Adjournment

**RESOLUTION NO. 2017-250****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 9, 2017 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. Amendments to the Waterfront Redevelopment Plan
2. Union Contract Negotiations

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

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, July 26, 2017
WORK SESSION

Announcement by the City Clerk

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

called the meeting to order at 6:00 PM.

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

City Manager Capabianco had no issues to discuss.

Special Event Applications

Leesha Floyd presented the special events applications to the Council.

Review of Agenda Items for July 26, 2017 Regular Meeting

City Manager Capabianco reviewed the agenda with the City Council.

Matters from City Council

Council Member Clayton stated that there are still applications available in the City Hall lobby for construction jobs.

Council Member Kendle thanked the Musica Festival Committee for a great job. He thanked the two special police officers who worked the festivale.

Mayor Moor stated that 9 new police officers were sworn in this morning at City Hall. He thanked the City Manager and City Council for bring the number of police officers up. He wished all the new officers good luck and safety. There is an anniversary celebration at the Senior Center on Saturday.

Matters from City Manager

City Manager Capabianco stated that the City has a new email system and that there may be issues for the next couple of days.

Minutes Acceptance: Minutes of Jul 26, 2017 6:00 PM (Minutes)

City Engineer Ballard provided an update to the City Council on all on-going projects.

Matters from City Attorney

City Attorney Raffetto had no matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Jul 26, 2017 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, July 26, 2017
REGULAR MEETING

Executive Session - 5:30 p.m.

2017-237 Resolution Authorizing a Meeting which Excludes the Public

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

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

called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

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

The following members of the public spoke: Rita Marano, Jerry Scarano, Robert Weiner, Gary Laffa, Lee Wood, Nancy Sabino, Joe Grillo, Nicki Brown and Conrad Neblitt.

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

MINUTES

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

1. Executive Minutes of July 12, 2017 5:00 PM
2. Municipal Council - Work Session - Jul 12, 2017 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Jul 12, 2017 7:00 PM **Accepted**

INDIVIDUAL RESOLUTIONS

2017-238 Resolution Approving Special Events Applications

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

2017-239 Resolution Amending Temporary Budget Appropriations for 2017 Budget

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

2017-240 Resolution Authorizing the Payment of Bills in the Amount

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

2017-241 Resolution Approving Appointments to the City of Asbury Park Green Team

The following members were appointed: City Manager or designee, Chairperson; Director of Planning and Redevelopment or designee; Chairperson of the Environmental Shade Tree Commission or designee; Chairperson of the Asbury Park Business Committee or designee; Councilwoman Eileen Chapman or designee; Derek Minno Bloom; Joyce Grant; Roy Helfrick and Russell Lewis.

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

2017-242 Resolution Authorizing the Purchase of a 2017 Ford Transit T-350 Vehicle for Social Services

Minutes Acceptance: Minutes of Jul 26, 2017 7:00 PM (Minutes)

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

2017-243 Resolution Authorizing Purchase of a Air Pax for Fire Department

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

2017-244 Authorizing an agreement with IPS

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

2017-245 Resolution Authorizing Award to Burke Contracting for the Wesley Lake Outfall Repairs

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

2017-246 Resolution Accepting DEP Grant for Wesely Lake Outfall Project

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

2017-247 Resolution Establishing and Adopting an Amended Complete Streets Policy for the City of Asbury Park

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

2017-248 Resolution Authorizing an Agreement with PMA for Third Party Claims

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

2017-249 A Resolution Approving the Renewal of Hotel Liquor License # 1303-36-069-001, Which is Held By 210 5th Ave. Venture Urban Renewal, LLC, D/B/A The Asbury Hotel, for the 2017-2018 License Term, and Imposing a New Special Condition on said License for the Renewal Term.

City Attorney Raffetto opened the meeting to the public.

The following members of the public spoke: Rita Marano, Jerry Scarano and Randi Moore.

City Attorney Raffetto closed the meeting to the public.

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

ORDINANCES

Introduction

2017-35 Authorizing the City of Asbury Park to Convey an Easement Over Certain Portions of the Public Right-Of-Way Area Adjacent to the Property Located at 1003 Bond Street (Block 2703, Lot 2, f/k/a Block 167, Lot 1.02)

The public hearing is scheduled for August 9, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 8/9/2017 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:45 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Jul 26, 2017 7:00 PM (Minutes)



RESOLUTION NO. 2017-251

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

SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on August 9, 2017 the following Special Events Applications were presented for approval by the Director of Recreation:

1. The Center 2017 AIDS bike ride
2. Back to School Community Celebration
3. 3rd Annual Bond Street Block Party
4. Greek Orthodox Holy Cross Celebration
5. Rally Along the Boards
6. Halloween Tutu Run
7. Weddings:

Richardson	8/25
Whitman/Chase	9/9

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-251 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2017

CERTIFIED BY ME THIS 10th DAY OF August, 2017.

CINDY A. DYE

CITY CLERK

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: The Center 2017 AIDS Bike Ride

DATE(S): 9/23/17 Rain Date:
HOURS OF EVENT: From 9 To: 4

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

806 3rd Ave, Asbury Park, NJ 07712

Name of Applicant/Organization: The Center in Asbury Park
Address: 806 3rd Ave, AP NJ 07712
Contact: Toby Quinn-Vornhagen Phone: 732-774-3416 x115 (c) 732-610-9957
Fax: 732-771 Email: quinnpv@optonline.net
Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 22-3253558
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: 25 mile bike ride to Oceanport and starting at The Center, riding to Oceanport and returning to The Center

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 40ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES ☒ NO ☒ Please Give Details:Third Ave between Main & MemorialPROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: water & light refreshmentswill be served before and after the event at The Center.
We will clean up all trashDESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: NONENOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

Robert Kaeding
Signature of Applicant7/21/17
DateRobert Kaeding
Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: Back To School Community Celebration

DATE(S): August 25, 2017 Rain Date: August 27, 2017 (1:00 PM - 4:00 PM)
HOURS OF EVENT: From 4:00 PM To: 7:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

MONROE AVENUE BETWEEN PROSPECT AVENUE AND WINN STREET

Name of Applicant/Organization: Boys & Girls Clubs of Monmouth County

Address: 1201 MONROE AVE, ASBURY PARK, NJ 07712

Contact: KAREN ODOM Phone: 732-775-7862

Fax: 732-775-4065 Email: KAREN@BGCMONMOUTH.ORG

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 210-694-3731000

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: THE EVENT WILL BE A COMMUNITY BACK TO SCHOOL CELEBRATION WITH FOOD, GAMES, MUSIC AND OPEN POOL.

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 150 - 200ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES ☒ NO _____ Please Give Details:BARRICADES will be NEEDED AT THE CORNER OF PROSPECT AND MONROE AVENUES AS WELL AS MONROE AND WINN STREETPROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: SECURITY = (2) Asbury Park Police OFFICERS;TRAFFIC CONTROL = BARRICADES; CLEAN UP = CLUB STAFF; TRASH AND DEBRIS = CLUB DUMPSTERS.DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: DELIVERY AND PICKUP BARRICADESwill be NEEDED. Two (2) OFF DUTY POLICE OFFICERS will BE NEEDED FOR SECURITYNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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

Karen R. Olson
Signature of Applicant7/11/17
DateKAREN R. Olson
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ 50.00



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: 3rd Annual Bond Street Block Party

DATE(S): 09/16/2017 Rain Date: 09/23/2017
HOURS OF EVENT: From 1pm To: 10pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

The 200 Block of Bond St. between Cookman + Mattison

Name of Applicant/Organization: Bond Street Bar + Grill LLC

Address: 208 Bond St. Asbury Park, NJ 07712

Contact: Charles Terrante Phone: (908) 644-6021

Fax: _____ Email: charlie@thecomplexap.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: We will be hosting a live music event for customer appreciation. We will have 2 outside bars and 1 outside grill set up.

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes ☒ No ☐ If yes, please explain We will request that our liquor license be extend to event area.

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 750

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

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

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

We request that the 200 block of Bond Street between Mattison + Cookman be barricaded with APPD presence.

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

We intend to use our own Security Staff to monitor crowd, check I.D's, and be aware of any situation which may occur. Our Staff will do all event cleanup and discard all debris and recycling in our dumpsters located on property.

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

We request 2 barricades and 2 Asbury Park police officers for the event.

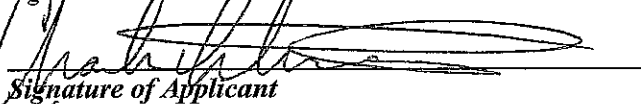
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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


Signature of Applicant

7/17/2017
Date

Charles Terrante
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ 250.00



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: GREEK ORTHODOX HOLY CROSS CELEBRATION

DATE(S): SUNDAY, SEPT. 17, 2017 Rain Date: N/A
HOURS OF EVENT: From 7 AM To: 4:00 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

BEACH, SOUTH - ADJACENT TO CONVENTION HALL AND PARK TO WEST BRADLEY
OR CONVENTI
HALL

Name of Applicant/Organization: GREEK ORTHODOX METROPOLIS OF N.J. C/O ST. GEORGE

Address: 1033 WEST PARK AVE, DEERAN N.J. 07712

Contact: KAREN CATIZONE Phone: 732-775-2777

Fax: 732-775-0109 Email: KCATIZONE@STGEORGEAR.ORG

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 223-699-967/000

If yes, please provide non-profit certificate

Greek Orthodox Metropolis N.J.

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: ANNUAL BLESSING OF THE WATERS, ANNUAL SOUVLAKI FOOD STAND IN PARK (RAUDRAISEE) CONSISTING OF 4-6 CHARCOAL GRILLS W/ FIRE EXTINGUISHERS ON SITE SEVERAL TABLES AND CHAIRS. TRADITIONALLY WE SERVE "TO GO" FOOD. EVENT IS SELF CONTAINED AND WE DON'T REQUIRE CITY STAFF.

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

OVER

Attachment: council meeting 89 (2017-251 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 400ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: SET UP, CLEAN UP, AND HAULING OF TRASH IS DONE BY OUR COMMUNITY. NO STREET CLOSURES, CITY STAFF OR PROVISIONS ARE REQUIRED.

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

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

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

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

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

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

Karen A. Catizone
Signature of Applicant

7/15/17
Date

KAREN A. CATIZONE
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ 50.00

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: Rally Along the Boards: A Call for Climate Action

DATE(S): 10/29/2017 Rain Date: 10/29/2017
HOURS OF EVENT: From 2pm To: 4pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

The entire boardwalk of Asbury Park

Name of Applicant/Organization: Seth Levin/ New Jersey League of Conservation Voters Education Fund

Address: 707 State Road, Princeton, New Jersey 08540

Contact: Seth Levin **Phone:** 609-331-9922

Fax: _____ **Email:** seth.levin@njlc.org

Non-Profit? Yes ☒ No ☐ **Tax Exempt ID Number:** 45-2995824

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: New Jersey LCV Education Fund plans to hold a 5-year commemoration rally for super storm Sandy. The rally is designed to be an educational illustration urging the importance for our next governor to address climate change in New Jersey. The rally will also act as a call to action for New Jersey citizens to make climate change a priority for the next administration. The rally will feature prominent community leaders speaking to the crowd on the importance of environmental protection. At the end of the rally, participants will join hands across the Asbury boardwalk for a final aerial photograph.

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

Attachment: council meeting 89 (2017-251 : Special Event Applications)

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 1,500ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: New Jersey LCV Education Fund will provide a staff to handle traffic/crowd control for the event, overseeing clean-up of event spot, and proper disposal of trash and recycled debris. Trash and recycled debris will be at a minimum because we are inviting vendors to the event. Our organization would like to request the presence of Asbury's law enforcement to aid in security for the event.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Law enforcement to aid in security is a required request.

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

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

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

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

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

Signature of Applicant_____
Date_____
Print Name of Applicant

Pd: \$50.00

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: _____ Wedding Ceremony on Beach for Brian Richardson _____

DATE(S): _____ August 25, 2017 _____ Rain Date: _____ None _____

HOURS OF EVENT: From _____ 6 _____ To: _____ 6:20 _____

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

_____ Beach across from Asbury Hotel _____

Name of Applicant/Organization: _____ Robert Richardson _____

Address: _____ 5 Smith Farm Road, Bedford, NY 10506 _____

Contact: _____ Robert Richardson _____ Phone: _____ 914-234-0338 _____

Fax: _____ Email: _____ rjrphd@aol.com _____

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

If yes, please provide non-profit certificate

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

_____ A brief wedding ceremony where wedding party walks on to beach for 20 minutes. _____

_____ THIS IS FOR THE WEDDING OF MY SON, BRIAN RICHARDSON. _____

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

NOT APPLICABLE

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 40 TO 50ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

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

NOT APPLICABLE

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

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

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

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

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

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

JULY 25, 2017

Signature of Applicant

Date

ROBERT RICHARDSON

Print Name of Applicant

pd: \$350.00

Attachment: council meeting 89 (2017-251 : Special Event Applications)

City of Asbury Park Wedding Application

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

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

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

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

Wedding Date: 9/9/2017 Ceremony start time: 6:30 pm

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

Location of Ceremony: 2nd Avenue Beach

Names of Couple getting married: Joshua Whitham + Sarah Chase

Address: 288 19th Street Brooklyn #1 City, State, Zip Code Brooklyn, NY 11215

Day Phone: 347-216-1458 Evening Phone: —

E-mail Address: sarah.h.chase@gmail.com

Other Pertinent Information

Number in wedding party: 2

Number of people attending wedding ceremony 15

Will any of the following equipment be used:

PA System: — yes X no

Chairs: — yes X no If yes, how many —

Archway: X yes — no

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

Other _____

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

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

Sarah Chase

Signature of Applicant

7/28/17

Date

For Special Events Department Use:

Wedding fee paid: \$ 350.00

Date of payment _____

Insurance _____

Attachment: council meeting 89 (2017-251 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: HALLOWEEN TUTU RUN

DATE(S): OCT 28, 2017 Rain Date: _____
HOURS OF EVENT: From 9 AM To: 11 AM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

SEE ATTACHED MAP

Name of Applicant/Organization: ROBERT BOTH / RUNCOLLEGE
Address: 3070 GOVERNORS XING, WALL NJ 07719
Contact: BOB BOTH Phone: 732-239-5862
Fax: _____ Email: BOBBOTH@HOTMAIL.COM
Non-Profit? Yes _____ No X Tax Exempt ID Number: _____
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: RUN/WALK TO
BENEFIT THE JERSEY SHORE DREAM CENTER

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH 25 - 30

VENDOR CHARGE? YES _____ NO _____ IF YES, HOW MUCH _____

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

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: WE WILL PICK UP ALL CUPS FROM WATER STOP AND RECYCLE

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: NONE ANTICIPATED

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

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

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

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

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

Robert Both
Signature of Applicant

3 MAY 2017
Date

ROBERT BOTH
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ 250.00



RESOLUTION NO. 2017-252

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

RESOLUTION TO TERMINATE SEWER ACCOUNT BILLING

WHEREAS, Pursuant to N.J.S.A 40A: 5-17 the governing body of a Municipality may adopt a resolution authorizing the tax collector to make adjustments to a property owners account, and;

WHEREAS, George W. Selah, City of Asbury Construction Official, has notified the Tax Collector that there has been a demolition of a property in 2017; and

WHEREAS, the property owner provided information that was verified by either the Department of Public Works or the Department of Construction; and

WHEREAS, the Tax Collector has verified that there has been no water usage with the NJ American Water's billing records; and

THEREFORE, LET IT BE RESOLVED, that the Mayor and Council for the City of Asbury Park Authorize the Tax Collector to terminate sewer billing for demolished property and cancel any outstanding quarterly demand charges that were erroneously billed after date of issuance and label said account as inactive.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-252 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2017

CERTIFIED BY ME THIS 10th DAY OF August, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-253

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

RESOLUTION AUTHORIZING CANCELLATION AND REFUND OF TAX SALE CERTIFICATE DUE TO ERRONEOUSLY SOLD ON FEDERAL POST OFFICE BLOCK 2507 LOT 1 TSC#13-00305

WHEREAS, Certificate of Sale #13-00305 was issued to Lillian Zhang for delinquent sewer charges on Block 2507 Lot 1 commonly known as 801 Bangs Avenue, at a Tax Sale held on December 18, 2013; and;

WHEREAS, by the way of evidence, this property as a federal entity, the Postal Service facility is not subject to foreclosure; and;

WHEREAS, the Tax Collector requests permission to cancel and refund Certificate of Sale #13-00305; and;

WHEREAS, the refund shall be the certificate and subsequent amount at the interest rate pursuant to R4:42-11 (s) (ii) of 0.25% for a refund of \$16,968.17 plus premium of \$200.00 for a total refund of \$17,168.17 upon the return of original tax sale certificate; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park; hereby authorized the Tax Collector to cancel the Tax Sale Certificate and to refund the entities listed as follows:

1. Cancel Tax Sale Certificate #13-00305.
2. Refund \$17,168.17 to Lillian Zhang.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-253 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2017

CERTIFIED BY ME THIS 10th DAY OF August, 2017.

CINDY A. DYE
CITY CLERK

Certificate: 13-00305	Owner: U S POST OFFICE	Type of Lien: Outside
Prop Loc: 801 BANGS AVENUE	Address: 801 BANGS AVE	Interest Rate: 0.00
	ASBURY PARK, NJ 07712	Apr 2: N
		Premium: 200.00
Block/Lot/Qual: 2507.	1.	
Sale Date: 12/18/13	Holder Name: ZHANG, LILLIAN	Holder Id: ZHANG
Redemption Calculation Date: 08/09/17	Address: 11 WALNUT ST	
Include Current Charges: N	LIVINGSTON, NJ 07039	

TAX SALE CERTIFICATE:

Balance Type	Principal	Interest	Total
Sewer	1,907.90	41.97	1,949.87
		Cost: 89.00	
		Total Certificate:	2,038.87
#Days: 1311 Per Diem: 0.000000		Int on Cert:	0.00
		Redemption Penalty (2.00 %):	40.78
		Total:	2,079.65

SUBSEQUENT CHARGES:

Balance Type	Year	Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total
Sewer	2014	2	05/27/14	1,877.12	18.00	0.938560	1152	1,081.22	2,958.34
Sewer	2014	3	09/10/14	1,942.34	18.00	0.971170	1049	1,018.76	2,961.10
Tax	2014	4	12/12/14	1,984.23	18.00	0.992115	957	949.45	2,933.68
Tax	2015	4	12/15/15	2,010.02	18.00	1.005010	594	596.98	2,607.00
Sewer	2017	2	05/18/17	1,963.08	18.00	0.981540	81	79.50	2,042.58
			Total:	9,776.79				3,725.91	13,502.70

BALANCE TYPE SUMMARY:

	Certificate Total & Subseq.	Prin/Penalty	Interest	Total
Subseq Tax		3,994.25	1,546.43	5,540.68
Total Tax		3,994.25	1,546.43	5,540.68
Certificate Sewer		1,949.87	0.00	1,949.87
Subseq Sewer		5,782.54	2,179.48	7,962.02
Total Sewer		7,732.41	2,179.48	9,911.89
Certificate Cost		89.00	0.00	89.00

LIEN REDEMPTION:

Principal: 11,815.66
Redemption Penalty (2.00 %): 40.78
Interest: 3,725.91
Recording Fees: 30.00
Foreclosure Fees: 1,289.43

Other Fees:	<u>12.00</u>	
TOTAL REDEMPTION:	16,913.78	Total Per Diem: 4.888395



RESOLUTION NO. 2017-254

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2017 BUDGET

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

WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2017 budget.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2017 be adopted and a certified copy of this resolution be provided to the Borough's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

	<u>FROM</u>	<u>TO</u>
Current Fund:		
Finance Other Expenses	\$95,000.00	\$105,000.00
DEP Grant Wesely Lake Outfall	37,500.00	37,500.00
Planning Board Other Expenses	9,750.00	11,750.00

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-254 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2017

CERTIFIED BY ME THIS DAY OF , .

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-255

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

RESOLUTION AUTHORIZING THE PAYMENT OF BILLS

WHEREAS, the following listed vouchers payable have been approved by the Chief Financial Officer and have subsequently been audited and found correct:

BE IT RESOLVED, that these vouchers payable totaling \$1,696,094.29

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	\$ 1,204,805.29
BOARD OF EDUCATION	\$ 491,289.00
TOTAL VOUCHERS	\$ 1,696,094.29

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-255 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2017

CERTIFIED BY ME THIS 10th DAY OF August, 2017.

CINDY A. DYE
CITY CLERK

August 2, 2017
04:21 PM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.2.a
Page No: 1

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: I
Format: Condensed Held: Y Aprv: N Rcvd: '
Range: 6-First to 7-Last Bid: Y State: Y Other: Y Exempt: '
Rcvd Batch Id Range: First to Last Include Non-Budgeted:
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

6-01-20-100-000-201	ADMINISTRATION General Plant					
THOMIL	THOMAS P. MILLER & ASSOC., LLC	17-00764	PROFESSIONAL SVCS. WORKFORCE	11,900.00	0.00	B
	Extd Total: ADMINISTRATION			11,900.00		
	Department Total: ADMINISTRATION			11,900.00		
	CAFR Total:			11,900.00		

Department: PLANNING BOARD
Extd: PLANNING BOARD

6-01-21-180-000-201	PLANNING BOARD General Plant					
HEYGRU	HEYER, GRUEL & ASSOCIATES, PA	17-01934	Invoice #33325 608 8th Ave.	210.00	0.00	
	Extd Total: PLANNING BOARD			210.00		
	Department Total: PLANNING BOARD			210.00		
	CAFR Total:			210.00		

Department: FIRE DEPARTMENT
Extd: FIRE DEPARTMENT

6-01-25-265-000-202	FIRE DEPT. Office Supplies					
WBMASON	W.B.MASON CO., INC.	16-03920	#145286094	507.00	0.00	
	Extd Total: FIRE DEPARTMENT			507.00		
	Department Total: FIRE DEPARTMENT			507.00		
	CAFR Total:			507.00		
	Fund Total: CURRENT			12,617.00		
	Year Total:			12,617.00		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

7-01-20-100-000-201	ADMINISTRATION General Plant					
EBAGS	E BAGS, INC.	17-02299	book bags	2,070.00	0.00	
SHINT	SHI INTERNATIONAL CORP	17-02575	Cisco Connect	647.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	17-02608	7815619,7865176:DEL. FEE,	30.72	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	17-02610	7867859,7917749,7930125:DEL.	82.67	0.00	
WBMASON	W.B.MASON CO., INC.	17-02612	#WBM21200:8 1/2 X 11 COPY	149.04	0.00	
VERIZON	VERIZON WIRELESS	17-02832	#9789916495:6/26-7/25/17	335.76	0.00	
				3,315.19		

Attachment: Payment of Bills 8.9.2017 (2017-255 : Payment of Bills 8.9.2017)

August 2, 2017
04:21 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
7-01-20-100-000-209	ADMINISTRATION Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-02561	#16024:PMT. 21 OF 60 (AUGUST)	415.22	0.00	
7-01-20-100-000-248	ADMINISTRATION Postage					
MARBUS	MARLIN BUSINESS BANK	17-02785	#15162556:CONTRACT PAYMENT	397.00	0.00	
Extd Total: ADMINISTRATION				4,127.41		
Department Total: ADMINISTRATION				4,127.41		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
7-01-20-120-000-201	MUNICIPAL CLERK General Plant					
NJDIVS	NJ DIVISION OF ABC	17-02812	liquor licenses	126.00	0.00	
7-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	17-02368	#ARIN400939:STAPLES FOR COPIER	84.70	0.00	
WBMASON	W.B.MASON CO., INC.	17-02502	supplies	73.38	0.00	
WBMASON	W.B.MASON CO., INC.	17-02612	#WBM21200:8 1/2 X 11 COPY	149.04	0.00	
				307.12		
7-01-20-120-000-212	MUNICIPAL CLERK Dues,Subscript.					
MCCI	MCCI, LLC	17-02366	INV. 00011507 JUST FOIA SUBSCR	2,500.00	0.00	
7-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA	THE NEW COASTER	17-02636	inv. 48948 legal ads	32.60	0.00	
7-01-20-120-000-222	MUNICIPAL CLERK Training					
CENJES	CENTRAL JERSEY REGISTRAR'S	17-02738	SUMMER LUNCHEON 8/16/2017	30.00	0.00	
Extd Total: MUNICIPAL CLERK				2,995.72		
Department Total: MUNICIPAL CLERK				2,995.72		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
7-01-20-130-000-201	FINANCE General Plant					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-02561	#16024:PMT. 21 OF 60 (AUGUST)	215.55	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	17-02604	7867858,7899739,7917748:DEL.	103.69	0.00	
				319.24		
7-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	17-02612	#WBM21200:8 1/2 X 11 COPY	149.04	0.00	
Extd Total: FINANCIAL ADMINISTRATION				468.28		
Department Total: FINANCIAL ADMINISTRATION				468.28		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
7-01-20-145-000-202	TAX REV ADMIN Office Supplies					
STAPLE	STAPLES ADVANTAGE	17-02431	3345421919,3345421920:Cash	444.98	0.00	

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7-01-20-145-000-202	TAX REV ADMIN Office Supplies	Continued				
WBMASON W.B.MASON CO., INC.	17-02612 #WBM21200:8 1/2 X 11 COPY			149.04	0.00	
				594.02		
7-01-20-145-000-209	TAX REV ADMIN Fees					
MUNCAP MUNICIPAL CAPITAL CORPORATION	17-02561 #16024:PMT. 21 OF 60 (AUGUST)			236.52	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	17-02600 INV18196-03 SAVIN COPIER 3/60			236.52	0.00	
				473.04		
	Extd Total: TAX REVENUE ADMINISTRATION			1,067.06		
	Department Total: TAX REVENUE ADMINISTRATION			1,067.06		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
7-01-20-150-000-209	TAX ASSESSOR Fees					
BRBVAL BRB VALUATION & CONSULTING SVC	17-02674 Appraisal Valuation Appeals			3,125.00	0.00	
	Extd Total: TAX ASSESSOR			3,125.00		
	Department Total: TAX ASSESSOR			3,125.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
7-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
VERZON VERIZON BUSINESS	17-02809 732774518145334y:7/22-8/21			37.69	0.00	
VERIZON VERIZON WIRELESS	17-02832 #9789916495:6/26-7/25/17			33.87	0.00	
				71.56		
	Extd Total: DIRECTOR OF COMMUNICATIONS			71.56		
	Department Total: DIRECTOR OF COMMUNICATIONS			71.56		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
7-01-20-155-000-209	LEGAL SERVICES Fees					
ANSZAR ANSELL, GRIMM & AARON, P.C.	17-02403 Invoice 300432			272.00	0.00	
MCMSO MCMANIMON, SCOTLAND & BAUMANN, LLC	17-02595 #147995:AP WATERFRONT REDEV.			8,727.07	0.00	
HEYGRU HEYER, GRUEL & ASSOCIATES, PA	17-02653 Invoice 33987 Legal Expenses			120.00	0.00	
				9,119.07		
	Extd Total: LEGAL SERVICES			9,119.07		
	Department Total: LEGAL SERVICES			9,119.07		
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
7-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO T & M ASSOCIATES	17-02788 Invoice LAF326279			4,583.82	0.00	

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7-01-20-165-000-209	ENGINEERING SERVICES Fees		Continued			
TMASSO T & M ASSOCIATES		17-02793	LAF325950 Traffic Signal	<u>3,534.86</u>	0.00	
				8,118.68		
	Extd Total: ENGINEERING SERVICES			8,118.68		
	Department Total: ENGINEERING SERVICES			8,118.68		
	CAFR Total:			29,092.78		
Department: Planning Department						
Extd: Planning Department						
7-01-21-179-000-201	Planning Dept. General Plant					
SHIINT SHI INTERNATIONAL CORP		17-02575	Cisco Connect	98.00	0.00	
STEBRU STEVEN BRUNNER		17-02782	Invoice 0820979	3,332.00	0.00	
VERIZON VERIZON WIRELESS		17-02832	#9789916495:6/26-7/25/17	<u>128.52</u>	0.00	
				3,558.52		
	Extd Total: Planning Department			3,558.52		
	Department Total: Planning Department			3,558.52		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
7-01-21-180-000-201	PLANNING BOARD General Plant					
STSHOR ST SHORTHAND REPORTING SERVICE		17-02510	Invoice #636967	166.67	0.00	
STSHOR ST SHORTHAND REPORTING SERVICE		17-02648	St.Shorthand Invoice 637262	250.00	0.00	
JACSER JACK A. SERPICO		17-02752	PB 6/12/17 Attendance-gen matt	<u>325.00</u>	0.00	
				741.67		
	Extd Total: PLANNING BOARD			741.67		
	Department Total: PLANNING BOARD			741.67		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
7-01-21-185-000-209	ZONING BOARD Fees					
STSHOR ST SHORTHAND REPORTING SERVICE		17-02510	Invoice #636967	125.00	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-02561	#16024:PMT. 21 OF 60 (AUGUST)	200.97	0.00	
STSHOR ST SHORTHAND REPORTING SERVICE		17-02654	#637261:ZB	125.00	0.00	
JACSER JACK A. SERPICO		17-02751	ZB 6/13/17 Mtg. Attendance	<u>325.00</u>	0.00	
				775.97		
	Extd Total: ZONING BOARD OF ADJUSTMENT			775.97		
	Department Total: ZONING BOARD OF ADJUSTMENT			775.97		
	CAFR Total:			5,076.16		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
7-01-22-195-000-299	CODE ENFORCE Misc.					
WATSPR WATCHUNG SPRING WATER CO.,INC.		17-02613	7867860,7920097:DEL. FEE,	47.94	0.00	

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7-01-22-195-000-299	CODE ENFORCE Misc.		Continued			
VERIZON VERIZON WIRELESS		17-02832	#9789916495:6/26-7/25/17	828.85	0.00	
				876.79		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			876.79		
	Department Total: CODE ENFORCEMENT AND ADMIN.			876.79		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
7-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-02561	#16024:PMT. 21 OF 60 (AUGUST)	189.66	0.00	
VERIZON VERIZON WIRELESS		17-02832	#9789916495:6/26-7/25/17	265.87	0.00	
				455.53		
	Extd Total: CONSTRUCTION CODE OFFICIAL			455.53		
	Department Total: CONSTRUCTION CODE OFFICIAL			455.53		
	CAFR Total:			1,332.32		
Department: WORKER'S COMPENSATION						
Extd: WORKER'S COMPENSATION						
7-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM PMA COMPANIES, INC.		17-02742	ADMINISTRATIVE FEE ANNUAL 2017	10,500.00	0.00	
	Extd Total: WORKER'S COMPENSATION			10,500.00		
	Department Total: WORKER'S COMPENSATION			10,500.00		
Department: EMPLOYEE GROUP INSURANCE						
Extd: EMPLOYEE GROUP INSURANCE						
7-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP NJSHBP		17-02814	HEALTH COVERAGE AUGUST 2017	497,727.72	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			497,727.72		
	Department Total: EMPLOYEE GROUP INSURANCE			497,727.72		
Department: UNEMPLOYMENT INSURANCE						
Extd: UNEMPLOYMENT INSURANCE						
7-01-23-225-000-209	UNEMPLOYMENT INSURANCE Fees					
NJLABO NJ DEPT.OF LABOR:DIV.OF EMPLOY		17-02813	2NDQ-2017 UNEMPLOYMENT CHARGES	13,555.21	0.00	
	Extd Total: UNEMPLOYMENT INSURANCE			13,555.21		
	Department Total: UNEMPLOYMENT INSURANCE			13,555.21		
	CAFR Total:			521,782.93		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
7-01-25-240-000-201	POLICE General Plant					
RRRADAR R & R RADAR, INC.		17-01667	Certification for Radar	775.50	0.00	
THEHAR THE HARDWARE STORE		17-01916	Blanket General Hardware	14.72	0.00	B

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7-01-25-240-000-201	POLICE General Plant		Continued			
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-02561	#16024:PMT. 21 OF 60 (AUGUST)	298.39	0.00	
				1,088.61		
7-01-25-240-000-203	POLICE Motor Vehicle					
MONGLA	MONMOUTH GLASS CO. INC.	17-02641	#00009651 Installed Windshield	245.00	0.00	
7-01-25-240-000-205	POLICE Animal Control Services					
SPCA	SPCA	17-02646	#2014677 Animal Control	4,700.00	0.00	
7-01-25-240-000-218	POLICE Contract.Serv.					
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	17-02477	CNIN64337,CNIN643337,	596.81	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-02642	#3466030717 9384-9386 Digital	432.97	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	17-02644	#M57797 Mobile Data Contract	1,220.00	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	17-02698	#M57564 Mobile Data Contract	1,220.00	0.00	
VERIZON	VERIZON BUSINESS	17-02730	#M150512227-17191 Current	199.07	0.00	
VERIZON	VERIZON BUSINESS	17-02763	#2012871812131Y Current	1,608.70	0.00	
VERIZON	VERIZON WIRELESS	17-02775	#9789503481 Current Charges	1,204.76	0.00	
VERIZON	VERIZON WIRELESS	17-02832	#9789916495:6/26-7/25/17	241.16	0.00	
				6,723.47		
7-01-25-240-000-221	POLICE Ammunition					
EAGPOI	EAGLE POINT GUN	17-01350	118546,118619,118683:(8) Cases	28,600.71	0.00	
	Extd Total: POLICE DEPARTMENT			41,357.79		
	Department Total: POLICE DEPARTMENT			41,357.79		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
7-01-25-265-000-201	FIRE DEPT. General Plant					
POWDMS	POWERDMS INC.	17-02407	Inv #16184 Document Share Prog	4,389.42	0.00	
WBMASON	W.B.MASON CO., INC.	17-02415	folders	74.26	0.00	
WESPES	WESTERN PEST SERVICES	17-02712	Inv 4390597B, 4467852B	180.00	0.00	
VERIZON	VERIZON WIRELESS	17-02832	#9789916495:6/26-7/25/17	1,073.10	0.00	
				5,716.78		
7-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
CONFIR	CONTINENTAL FIRE & SAFETY,INC.	17-02412	channel base	121.60	0.00	
7-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-02561	#16024:PMT. 21 OF 60 (AUGUST)	83.31	0.00	
7-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	17-02525	Epi pens	1,284.00	0.00	
	Extd Total: FIRE DEPARTMENT			7,205.69		
	Department Total: FIRE DEPARTMENT			7,205.69		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNICIPAL PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
7-01-25-275-000-201	PROSECUTOR General Plant					
HEAFAL	HEALY PATRICK & FALK ALLEN	17-02635	acting prosecutor 7/12/17	400.00	0.00	
7-01-25-275-000-202	PROSECUTOR Fees					
LONMAR	LONG MARMERO MONMOUTH, LLP	17-02713	Invoice 10044 Alt. Prosecutor	650.00	0.00	
JAMBUT	JAMES N. BUTLER	17-02800	Invoice 000003 July Fees	4,550.00	0.00	
				<u>5,200.00</u>		
	Extd Total: MUNICIPAL PROSECUTOR			5,600.00		
	Department Total: MUNICIPAL PROSECUTOR			5,600.00		
	CAFR Total:			54,163.48		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
7-01-26-290-000-201	STREETS & ROAD General Plant					
ALLAMT	ALL AMERICAN TURF INC.	17-00294	Service, Supplies, Tools, etc	574.90	0.00	B
GRAING	GRAINGER	17-01000	Various Material, Tools, etc	350.00	0.00	B
SUFFREDI	SUFFOLK REDI-MIX	17-01073	Concrete for various Projects	555.00	0.00	B
UPTFAS	UPTIGHT FASTNERS	17-01349	Various Tools, Material, etc	30.00	0.00	B
ACEOUT	ACE OUTDOOR POWER EQUIPMENT	17-01572	Service, Supplies, Tools, etc	76.79	0.00	B
THEHAR	THE HARDWARE STORE	17-01578	Various Supplies, Tools, etc	553.50	0.00	B
FASTIND	FASTENAL INDUSTRIAL	17-01740	Manure Fork & Rakes	640.13	0.00	
FOSCOM	FOSTER & COMPANY, INC.	17-01853	114572,882239,883104:TIRE	477.47	0.00	
LAGGLA	LAGER GLASS COMPANY, INC.	17-02049	Labor & Material	2,400.00	0.00	
KIEEQU	KIELY EQUIPMENT CO., LLC	17-02381	#8722.1.2 Safety Clothing, etc	184.60	0.00	
STAVOLA	STAVOLA COMPANIES	17-02387	#81643 Hot Mixed Asphalt 6/09	135.65	0.00	
STAVOLA	STAVOLA COMPANIES	17-02443	Hot Mixed Asphalt, etc	141.17	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	17-02537	Various Material, Tools, etc	114.88	0.00	B
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-02561	#16024:PMT. 21 OF 60 (AUGUST)	211.19	0.00	
SUNFAR	ANTHONY & FRANK D'ESPOSITO	17-02582	#8323 Roses & Soil, delivered	954.87	0.00	
				<u>7,400.15</u>		
7-01-26-290-000-202	STREETS & ROAD Office Supplies					
WBMASON	W.B.MASON CO., INC.	17-02612	#WBM21200:8 1/2 X 11 COPY	149.04	0.00	
7-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
THEHOS	THE HOSE SHOP	17-00300	Various Supplies, Tools, etc	358.91	0.00	B
MANGEN	FRED GRIFFITH	17-00301	Service, Supplies, Tools, etc	75.00	0.00	B
THEHAR	THE HARDWARE STORE	17-00302	Various Supplies, Tools, etc	26.54	0.00	B
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	17-00303	Various Supplies, Tools, etc	253.51	0.00	B
ALLDIE	ALLIED DIESEL SERVICE CORP.	17-01689	Service, Supplies, Tools, etc	369.22	0.00	B
NORSWE	NORTHEAST SWEEPERS & RENTALS,	17-02382	Pavement Mirror	113.86	0.00	
JACDOH	JACK DOHENY COMPANIES	17-02389	#C99268:Swivel Joint, etc	232.91	0.00	
JACDOH	JACK DOHENY COMPANIES	17-02392	#C99631:Gate Valve, etc	125.00	0.00	
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	17-02395	#20479 Bushing (JetVac) 6/22	23.88	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	17-02457	Ace & Oxy Cylinders, etc	77.00	0.00	B
WETIMM	W.E. TIMMERMAN COMPANY, INC.	17-02501	Driven Sprocket, etc	29.49	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	17-02504	Borium Fan, etc	3,834.92	0.00	

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7-01-26-290-000-203 GLETOW GLENDOLA TOWING	STREETS & ROAD	Motor Vehicle 17-02758	Continued #06596 Towing Services 7/21	350.00 5,870.24	0.00	
7-01-26-290-000-210 NETWOR NETWORKFLEET, INC.	STREETS & ROAD	Network Fleet 17-01502	Bundled Billing Services - GPS	2,362.00	0.00	B
7-01-26-290-000-211 SHEWIL SHERWIN WILLIAMS	STREETS & ROAD	Traffic 17-01512	Paint, Tools, Material, etc	363.50	0.00	B
THEHAR THE HARDWARE STORE		17-01580	Traffic Related Supplies, etc	146.60	0.00	B
SHEWIL SHERWIN WILLIAMS		17-02523	#7933-3 Pool Blue Paint 5/12	946.73 1,456.83	0.00	
7-01-26-290-000-218 WATEAS WATERLOGIC EAST LLC	STREETS & ROAD	Contract.Serv. 17-01170	#CNIN051973E Infiniti Rental	36.35	0.00	
TONWAS TONKS WASTE OIL SERVICE		17-02376	#5870 Waste Oil Disposal 6/21	75.00	0.00	
BELPLU BELMAR PLUMBING & HEATING INC		17-02385	#3625 Labor 6/7/17	240.00	0.00	
WATEAS WATERLOGIC EAST LLC		17-02456	Acct #28224: Infiniti Rental	36.35	0.00	B
WESPES WESTERN PEST SERVICES		17-02548	Removal of Bee's Nest	150.00	0.00	
PRESPE PREVENTION SPECIALISTS, INC.		17-02591	#25183 Random Drug & BA Tests	155.00	0.00	
PRESPE PREVENTION SPECIALISTS, INC.		17-02658	#25229 Random Drug Test 6/30	68.00	0.00	
VERIZON VERIZON WIRELESS		17-02832	#9789916495:6/26-7/25/17	844.26 1,604.96	0.00	
7-01-26-290-000-223 ABBPON ABBY PONDS, INC.	STREETS & ROAD	Sunset Lake 17-01382	2017-2018 Pond Management	3,000.00	0.00	B
Extd Total: STREETS & ROADS MAINTENANCE				21,843.22		
Department Total: STREETS & ROADS MAINTENANCE				21,843.22		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
7-01-26-305-000-209 DELDEM DELISA DEMOLITION, INC.	SOLID WASTE Fees	17-02448	Removal: Constrction Debris	3,101.12	0.00	B
RUBREC RUBBERCYCLE LLC		17-02459	Disposal of Tires, Delivered	58.00	0.00	B
MONWIR MONMOUTH WIRE & COMPUTER		17-02517	#16331 Disposal of Electronics	500.00	0.00	
TRECTY TREASURER CTY OF MONMOUTH		17-02588	#41523 Reclamation Center	6,008.43	0.00	
MICBEN MICKEY BENOIT		17-02657	1047649,104676,1047706:Brush	750.60	0.00	
DELDEM DELISA DEMOLITION, INC.		17-02780	#117365 Monthly Service - July	36,333.33 46,751.48	0.00	
Extd Total: SOLID WASTE COLLECTION				46,751.48		
Department Total: SOLID WASTE COLLECTION				46,751.48		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
7-01-26-310-000-201 MOOGEN MOONEY GENERAL PAPER COMPANY	BUILDING & GND	General Plant 17-01408	226328,228181,226328A,225197,	1,753.63	0.00	
THEHAR THE HARDWARE STORE		17-01520	Various Supplies, Tools, etc	229.49	0.00	B
STASUP STANDARD SUPPLY CO. INC.		17-01527	Various Supplies, Tools, etc	26.45	0.00	B
LAGGLA LAGER GLASS COMPANY, INC.		17-02470	Clear Plexi Glass, etc	478.00	0.00	

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7-01-26-310-000-201	BUILDING & GND	General Plant	Continued			
LAGGLA	LAGER GLASS COMPANY, INC.	17-02536	1/4 Clear Plexi Glass	160.00	0.00	
				2,647.57		
7-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
WESPES	WESTERN PEST SERVICES	17-02449	Monthly Pest Control	230.00	0.00	B
LAGGLA	LAGER GLASS COMPANY, INC.	17-02494	Labor & Material	350.00	0.00	
SCHELE	SCHINDLER ELEVATOR CORP.	17-02592	#8104574196 Quarterly Billing	327.72	0.00	
				907.72		
	Extd Total:	BUILDINGS & GROUNDS		3,555.29		
	Department Total:	BUILDINGS & GROUNDS		3,555.29		
	CAFR Total:			72,149.99		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
7-01-27-345-000-201	SOCIAL SERVICES	General Plant				
VERIZON	VERIZON WIRELESS	17-02832	#9789916495:6/26-7/25/17	133.22	0.00	
	Extd Total:	SOCIAL SERVICES:		133.22		
	Department Total:	SOCIAL SERVICES:		133.22		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
7-01-27-350-000-201	SENIOR CENTER	General Plant				
STAPLE	STAPLES ADVANTAGE	17-02408	ToilBowlClean/ToiletPaper/Towe	101.12	0.00	
CABLE	CABLEVISION OF NYC	17-02722	#07866196932017	127.18	0.00	
VERIZON	VERIZON WIRELESS	17-02832	#9789916495:6/26-7/25/17	87.96	0.00	
				316.26		
7-01-27-350-000-299	SENIOR CENTER	Misc.				
THECOM	THE COMMUNITY YMCA	17-01376	Quote AerobicSwim Apr,May June	475.00	0.00	B
	Extd Total:	SENIOR CENTER		791.26		
	Department Total:	SENIOR CENTER		791.26		
	CAFR Total:			924.48		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
7-01-28-370-000-299	RECREATION	Misc.				
IPLAY	IPLAY AMERICA, LLC	17-01493	21,319:MENTORING PROGRAM ACT.	1,439.60	0.00	
IPLAY	IPLAY AMERICA, LLC	17-01894	21,583:21,414:21,416:	8,971.99	0.00	
SKISPO	SKIP'S SPORTS	17-02367	#45356:PAL REC TSHIRTS	220.00	0.00	
VERIZON	VERIZON WIRELESS	17-02832	#9789916495:6/26-7/25/17	41.97	0.00	
				10,673.56		
	Extd Total:	RECREATION SERVICES & PROGRAM		10,673.56		
	Department Total:	RECREATION SERVICES & PROGRAM		10,673.56		
	CAFR Total:			10,673.56		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
7-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU	N.J. NATURAL GAS CO.	17-02740	SERVICE 6/15-7/19	1,449.61	0.00	
JCPL	JCPL	17-02810	SERVICE 6/28-7/27	<u>12,965.81</u>	0.00	
				14,415.42		
Extd Total: LIGHT, HEAT & POWER				14,415.42		
Extd: STREET&TRAFFIC LIGHTING						
7-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	17-02726	SERVICE 6/21-7/20	19,174.25	0.00	
JCPL	JCPL	17-02739	SERVICE 6/23-7/24	153.49	0.00	
JCPL	JCPL	17-02786	SERVICE 6/27-7/26	125.01	0.00	
JCPL	JCPL	17-02810	SERVICE 6/28-7/27	<u>7,536.51</u>	0.00	
				26,989.26		
Extd Total: STREET&TRAFFIC LIGHTING				26,989.26		
Department Total: LIGHTING				41,404.68		
Department: GASOLINE						
Extd: GASOLINE						
7-01-31-460-000-299	GASOLINE Misc.					
ALLOIL	ALLIED OIL, LLC	17-02441	Diesel Fuel, Delivered	779.71	0.00	B
ALLOIL	ALLIED OIL, LLC	17-02442	Unleaded Fuel, Delivered	<u>4,966.21</u>	0.00	B
				5,745.92		
Extd Total: GASOLINE				5,745.92		
Department Total: GASOLINE				5,745.92		
CAFR Total:				47,150.60		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
7-01-43-490-000-201	MUNIC COURT General Plant					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-02561	#16024:PMT. 21 OF 60 (AUGUST)	83.31	0.00	
KEPSPR	KEPWELL SPRING WATER	17-02631	107589,351543:	<u>42.80</u>	0.00	
				126.11		
7-01-43-490-000-202	MUNIC COURT Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	17-02629	request to dismiss or void 3 p	263.00	0.00	
JERMAIL	JERSEY MAIL SYSTEMS	17-02630	mail machine ink	<u>507.00</u>	0.00	
				770.00		
7-01-43-490-000-219	MUNIC COURT Judges Fees					
SCOBAS	SCOTT J. BASEN	17-02633	conflict judge/7/12/17	1,000.00	0.00	
7-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	17-02486	#12536:INTERPRETING SVCS.	120.00	0.00	
BEACRA	BEATRIZ C. CRANEY	17-02487	#12541:interpreting services	120.00	0.00	

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7-01-43-490-000-245	MUNIC COURT Interpreter		Continued			
BEACRA BEATRIZ C. CRANEY	17-02515 #12570:interpreting services			120.00	0.00	
BEACRA BEATRIZ C. CRANEY	17-02680 interpreting services 7/7/17			133.75	0.00	
BEACRA BEATRIZ C. CRANEY	17-02681 interpreting services 5/5/2017			133.75	0.00	
				<u>627.50</u>		
	Extd Total: MUNICIPAL COURT			2,523.61		
	Department Total: MUNICIPAL COURT			2,523.61		
Department: PUBLIC DEFENDER						
Extd: PUBLIC DEFENDER						
7-01-43-495-000-021	Fees					
RONTRO RONALD TROPOLI	17-02801 July Public Defender Fees			2,500.00	0.00	
	Extd Total: PUBLIC DEFENDER			2,500.00		
	Department Total: PUBLIC DEFENDER			2,500.00		
	CAFR Total:			5,023.61		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
7-01-55-001-000-001	School Taxes Payable					
ASBBOA ASBURY PARK BOARD OF EDUCATION	17-02736 AUGUST 2017 SCHOOL APPROP.			491,289.00	0.00	
7-01-55-001-000-005	PILOT \$ DUE TO COUNTY					
TRECTY TREASURER CTY OF MONMOUTH	17-02526 2nd Quarter Pilot Payment			32,970.04	0.00	
7-01-55-001-000-007	TAX OVERPAYMENTS					
THOWEI THOMAS WEINMAN	17-02563 REFUND CANCELLED CERT16-00074			1,390.78	0.00	
CITFED CITADEL FEDERAL CREDIT UNION	17-02564 REFUND P.EGAN B3703 L5.105			835.47	0.00	
				<u>2,226.25</u>		
	Extd Total: TAXES PAYABLE:			526,485.29		
	Department Total: TAXES PAYABLE:			526,485.29		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			526,485.29		
	Fund Total: CURRENT			1,273,855.20		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
7-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
STUMPY STUMPY'S SALES & SERVICE, INC.	17-00996 Parts/Tools, Repair of ATVs			161.54	0.00	B
MONARCH MONARCH ELECTRIC COMPANY	17-00998 Various Material, Tools, etc			205.05	0.00	B
JAEUM JAEGER LUMBER & SUPPLY COMPANY	17-01862 Various Materials, Tools, etc			159.90	0.00	B
IMPBAG IMPERIAL BAG & PAPER CO., LLC	17-02075 Various Custodial Supplies			2,165.94	0.00	B
STASUP STANDARD SUPPLY CO. INC.	17-02077 Various Material, Tools, etc			480.15	0.00	B
THEHAR THE HARDWARE STORE	17-02162 Various Supplies, Tools, etc			360.26	0.00	B
ARCOMM A.R. COMMUNICATIONS	17-02420 #13391 Antenna Cable			48.00	0.00	
GRAING GRAINGER	17-02427 Various Material, Tools, etc			17.21	0.00	B
DELDEM DELISA DEMOLITION, INC.	17-02447 Removal: MCRC Beachfront Trash			604.80	0.00	B

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7-05-55-502-000-201	BEACH UTILITY O/E: General Plant		Continued			
LIGAND	LIGHTS AND SIRENS, INC.	17-02493	Various Sierns	1,795.45	0.00	
TUNBAR	TUNNEL BARREL & DRUM COMPANY	17-02516	55 GAL Steel Drums	180.00	0.00	
OARHOU	OARHOUSE, LLC	17-02518	Oars, 8'x3"	900.00	0.00	
USLANJ	USLA-NJ CERTIFICATION OFFICE	17-02662	Lifeguard Certification	100.00	0.00	
VERIZON	VERIZON WIRELESS	17-02832	#9789916495:6/26-7/25/17	221.74	0.00	
				<u>7,400.04</u>		
7-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	17-02726	SERVICE 6/21-7/20	230.59	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			7,630.63		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			7,630.63		
7-05-55-503-000-302	BEACH UTILITY O/E: Unemployment					
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	17-02813	2NDQ-2017 UNEMPLOYMENT CHARGES	1,646.88	0.00	
	Extd Total:			1,646.88		
	Department Total:			1,646.88		
	CAFR Total:			9,277.51		
	Fund Total: BEACH			9,277.51		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
7-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
SEAJEE	SEAVIEW JEEP	17-01676	#6065127/1 Spare key 2017	64.50	0.00	
GLESUP	GLENCO SUPPLY INC.	17-02085	Brackets for App Parking Signs	1,400.00	0.00	
GLESUP	GLENCO SUPPLY INC.	17-02397	Set-up for Paid Parking Signs	150.00	0.00	
STRMOT	STRAUB MOTORS, INC.	17-02481	#331551P Kit Drive Car 65	55.34	0.00	
PAPROL	PAPER ROLL PRODUCTS	17-02482	9828,7938,10066:PAY STATION	2,314.37	0.00	
CABLE	CABLEVISION OF NYC	17-02770	#07866-196915-01-3 Current	115.58	0.00	
				<u>4,099.79</u>		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			4,099.79		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			4,099.79		
	CAFR Total:			4,099.79		
	Fund Total: PARKING UTILITY: BUDGET:			4,099.79		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
7-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
GRAING	GRAINGER	17-00202	Various Supplies & Tools	269.21	0.00	B
MCMCAR	MCMMASTER-CARR SUPPLY CO.	17-00259	Various Supplies, Tools, etc	138.85	0.00	B
THEHAR	THE HARDWARE STORE	17-01765	Various Supplies, Tools, etc	122.93	0.00	B
SHOIND	SHORE INDUSTRIAL SUPPLY	17-02074	Various Supplies, Tools, etc	46.47	0.00	B
VERIZON	VERIZON WIRELESS	17-02832	#9789916495:6/26-7/25/17	205.89	0.00	
				<u>783.35</u>		

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7-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU	N.J. NATURAL GAS CO.	17-02740	SERVICE 6/15-7/19	1,393.80	0.00	
JCPL	JCPL	17-02810	SERVICE 6/28-7/27	26,544.39	0.00	
				<u>27,938.19</u>		
7-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
ANSWER	ANSERCOMM	17-02455	Answering Services, Monthly	158.18	0.00	B
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-02561	#16024:PMT. 21 OF 60 (AUGUST)	75.00	0.00	
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	17-02584	#20682 Extinguisher Inspection	242.00	0.00	
CABLE	CABLEVISION OF NYC	17-02705	Account No. 07866-152521-04-4	100.58	0.00	
				<u>575.76</u>		
7-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
AMEWAT	AMERICAN WATER	17-02731	4000123512:usage data 07/01/17	395.48	0.00	
7-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	17-02759	#513956 Disposal of Sludge	8,840.00	0.00	
7-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
EURQC	EUROFINS QC, INC.	17-02522	#1880940 Influent, etc 6/22	174.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			38,706.78		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			38,706.78		
7-07-55-506-000-901	ASB.PARTNER-SEWER ASSESS.					
ASBLLC	ASBURY PARTNERS, LLC	17-02545	2ND QTR. 2017 ODOR CONTROL	9,670.49	0.00	
	Extd Total:			9,670.49		
	Department Total:			9,670.49		
	CAFR Total:			48,377.27		
	Fund Total: SEWER UTILITY: BUDGET:			48,377.27		
	Year Total:			1,335,609.77		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2015-39/Roadway and Sewer Improvements					
C-04-55-998-015-006	2015-39/Roadway & Sewer Improvmts City					
BLAROC	BLACK ROCK ENTERPRISES LLC	16-03663	2015 ROAD IMPROVEMENT PROGRAM	227,665.20	0.00	B
	Extd Total: 2015-39/Roadway and Sewer Improvements			227,665.20		
Extd:	2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT					
C-04-55-998-162-002	2016-16/POLICE VEHICLES,EQUIPMENT					
WIRCOM	WIRELESS COMMUNICATIONS &	17-02432	Radio Install.	795.75	0.00	
	Extd Total: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT			795.75		
Extd:	2017 Various Capital Improvements					
C-04-55-998-169-002	Various Police Department Improvements					
WIRCOM	WIRELESS COMMUNICATIONS &	17-01610	Camera System &	23,426.73	0.00	

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C-04-55-998-169-002 WIRCOM	Various Police Department Improvements Continued WIRELESS COMMUNICATIONS &	17-01616 (3)	Computers, Installation &	18,243.60 41,670.33	0.00	
C-04-55-998-169-004 TMASSO	Various Public Works Improvements T & M ASSOCIATES	17-02787	Invoice LAF325954	5,978.25	0.00	
	Extd Total: 2017 Various Capital Improvements			47,648.58		
	Department Total:			276,109.53		
	CAFR Total:			276,109.53		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			276,109.53		
	Year Total:			276,109.53		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-015-200 HOMDRU	2015 NJDHMS Mental Health Grant HOME DRUG	15-03492	Medication assistance	78.01	0.00	B
G-02-43-871-015-209 SUBCON	MONMOUTH CONSERVATORY - SPRINGWOOD PARK SUBURBAN CONSULT ENGINEERS INC	17-02628	Revised Minor Sub.Springwood	2,000.00	0.00	
	Extd Total:			2,078.01		
G-02-43-871-016-218 BRORED	Brownfields Petroleum Assessment BROWNFIELD REDEVELOPMENT	17-02570	Drawdown #4 Brownfields Grants	2,161.25	0.00	
	Extd Total:			2,161.25		
	Department Total:			4,239.26		
G-02-43-873-017-200 BRORED	Brownfields Assessment Grant BROWNFIELD REDEVELOPMENT	17-02570	Drawdown #4 Brownfields Grants	2,161.25	0.00	
	Extd Total:			2,161.25		
	Department Total:			2,161.25		
	CAFR Total:			6,400.51		
	Fund Total: GRANT FUND BUDGET:			6,400.51		
	Year Total:			6,400.51		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
T-17-73-850-850-801 CRAPRI	2016 CDBG - ADMINISTRATION CRAFTMASTER PRINTING, INC.	17-02098	supplies for National Night	496.30	0.00	
T-17-73-850-850-806 MAKME	2016 CDBG - COMMUNITY EVENTS JAY YUCHT	17-01958	Amusement for National Night	2,246.31	0.00	
	Extd Total:			2,742.61		
	Department Total:			2,742.61		
	CAFR Total:			2,742.61		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			2,742.61		

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Fund:	TRUST OTHER					
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
DEPCHIFA DEPT.OF CHILDREN & FAMILIES	17-02815 2ND QTR MARRIAGE/CIVIL REPORT			1,025.00	0.00	
	Extd Total:			1,025.00		
T-20-56-850-878-801	Reserve for Recreation					
JERSHORE JERSEY SHORE PIRATES, LLC	17-02616 9929582,9929639:summer Camp			1,376.00	0.00	
IPLAY IPLAY AMERICA, LLC	17-02634 21,759:summer camp activity			<u>5,119.87</u>	0.00	
				6,495.87		
	Extd Total:			6,495.87		
T-20-56-850-903-801	Reserve for Shade Tree					
SUNFAR ANTHONY & FRANK D'ESPOSITO	17-02580 #7254:Mulch			249.50	0.00	
SUNFAR ANTHONY & FRANK D'ESPOSITO	17-02582 #8323 Roses & Soil, delivered			<u>278.06</u>	0.00	
				527.56		
	Extd Total:			527.56		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
USBLIE US BANK/LIEN LOGIC FUND I, LLC	17-01011 PREMIUM 202/4 16-00004			7,700.00	0.00	
MTACAZ MTAG-CUST.CAZ CREEK NJ II	17-02416 Premium 1803/5 16-00161			1,200.00	0.00	
TRYSTN TRYSTONE CAPITAL ASSETS, LLC	17-02568 PREMIUM TSC-16-00266			500.00	0.00	
USBLIE US BANK/LIEN LOGIC FUND I, LLC	17-02586 PREMIUM TSC-16-00189			1,000.00	0.00	
FNANJ FNA NJ, LLC	17-02664 Premium 204/6 16-00009			6,900.00	0.00	
USBLIE US BANK/LIEN LOGIC FUND I, LLC	17-02666 PREMIUM TSC 16-00209			3,600.00	0.00	
MTACAZ MTAG-CUST.CAZ CREEK NJ II	17-02682 REMIUM TSC-16-00292			<u>1,600.00</u>	0.00	
				22,500.00		
	Extd Total:			22,500.00		
T-20-56-850-923-301	Reserve for A.P. Beautification Project					
SUNFAR ANTHONY & FRANK D'ESPOSITO	17-02593 #4920:25 BAGS OF COMPOST SOIL			822.97	0.00	
	Extd Total:			822.97		
T-20-56-850-933-301	Reserve for National Night Out					
FORPRO FOREMOST PROMOTIONS	17-02605 #399664:police stickers			62.70	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.	17-02716 NNO brochures			<u>35.30</u>	0.00	
				98.00		
	Extd Total:			98.00		
	Department Total:			31,469.40		
	CAFR Total:			31,469.40		
	Fund Total: TRUST OTHER			31,469.40		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-139-000-299	700 BANGS AVE(MLB CONST&MGMT)					
HEYGRU HEYER, GRUEL & ASSOCIATES, PA	17-02400 Invoice 32764			1,160.00	0.00	

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T-21-00-139-000-299	700 BANGS AVE(MLB CONST&MGMT)		Continued			
STSHOR	ST SHORTHAND REPORTING SERVICE	17-02510	Invoice #636967	83.33	0.00	
INSENG	INSITE ENGINEERING	17-02583	Invoice 18297	304.28	0.00	
				<u>1,547.61</u>		
	Extd Total:			1,547.61		
	Department Total:			1,547.61		
T-21-00-219-000-299	5TH AVE PAVILION (MADISON ASBURY RETAIL)					
JACSER	JACK A. SERPICO	17-02752	PB 6/12/17 Attendance-gen matt	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
Department: FIRE DEPT.						
T-21-00-265-000-299	1308 WASHINGTON AVE(GOOD HOPE BAPTIST)					
INSENG	INSITE ENGINEERING	17-02551	Invoice 18425	84.28	0.00	
	Extd Total:			84.28		
	Department Total: FIRE DEPT.			84.28		
T-21-00-274-000-299	208 MAIN STREET (DB VENTURES, LLC)					
STSHOR	ST SHORTHAND REPORTING SERVICE	17-02405	Invoice 635870	83.34	0.00	
INSENG	INSITE ENGINEERING	17-02577	invoice 18436	1,515.00	0.00	
JACSER	JACK A. SERPICO	17-02622	Invoice PB2017-5 remainder	150.00	0.00	
				<u>1,748.34</u>		
	Extd Total:			1,748.34		
	Department Total:			1,748.34		
T-21-00-314-000-299	1183 MAIN STREET (PATRICK J. FASANO)					
INSENG	INSITE ENGINEERING	17-02554	Invoice 18416	100.00	0.00	
	Extd Total:			100.00		
	Department Total:			100.00		
T-21-00-341-000-299	210 5TH AVENUE (ASBURY PARTNERS,LLC)					
INSENG	INSITE ENGINEERING	17-02413	Invoice 17995	53.02	0.00	
	Extd Total:			53.02		
	Department Total:			53.02		
T-21-00-344-000-299	MONROE AVE / SEWELL AVE (AP,LLC / K.HOV)					
INSENG	INSITE ENGINEERING	17-02577	invoice 18436	84.28	0.00	
	Extd Total:			84.28		
	Department Total:			84.28		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PUBLIC ASST						
T-21-00-345-000-299 INSENG	RENAISSANCE VILLAGE(MICHAELS DEVELOPMNT) INSITE ENGINEERING	17-02577	invoice 18436	375.00	0.00	
	Extd Total:			375.00		
	Department Total:		PUBLIC ASST	375.00		
T-21-00-360-000-299 INSENG	MONROE/SEWELL INSPECTIONS(AP,LLC/K HOV) INSITE ENGINEERING	17-02590	Insight Monroe bill 2017	124.28	0.00	
	Extd Total:			124.28		
	Department Total:			124.28		
T-21-00-365-000-299 HEYGRU JACSER	1101 OCEAN AVENUE(ASBURY PARTNERS, LLC) HEYER, GRUEL & ASSOCIATES, PA JACK A. SERPICO	17-02621 17-02622	Invoice 33930 Invoice PB2017-5 remainder	1,837.50 300.00 <u>2,137.50</u>	0.00 0.00	
	Extd Total:			2,137.50		
	Department Total:			2,137.50		
Department: RECREATION						
T-21-00-370-000-299 HEYGRU STSHOR ASBPAK JACSER	700 COOKMAN AVE(FIFTY-FOUR PIERREPONT) HEYER, GRUEL & ASSOCIATES, PA ST SHORTHAND REPORTING SERVICE ASBURY PARK PRESS JACK A. SERPICO	17-02404 17-02405 17-02727 17-02752	Invoice 33921 Invoice 635870 #0002273076:700 COOKMAN PB 6/12/17 Attendance-gen matt	652.50 83.33 59.20 <u>225.00</u> 1,020.03	0.00 0.00 0.00 0.00	
	Extd Total:			1,020.03		
	Department Total:		RECREATION	1,020.03		
T-21-00-372-000-299 INSENG INSENG	209 4TH AVENUE(ASBURY PARTNERS/I-STAR) INSITE ENGINEERING INSITE ENGINEERING	17-02398 17-02577	Invoice 18004 invoice 18436	5,228.13 <u>816.07</u> 6,044.20	0.00 0.00	
	Extd Total:			6,044.20		
	Department Total:			6,044.20		
T-21-00-374-000-299 MCMSCO	607 MATTISON AVENUE(APB REALTY,LLC) MCMANIMON,SCOTLAND&BAUMANN,LLC	17-02597	#148034: 607 MATTISON: CBD PLAN	137.50	0.00	
	Extd Total:			137.50		
	Department Total:			137.50		

Attachment: Payment of Bills 8.9.2017 (2017-255 : Payment of Bills 8.9.2017)

August 2, 2017
04:21 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Page No: 18

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-377-000-299	601 BANGS AVE-INSP.(ASBURY BOND, LLC)					
INSENG	INSITE ENGINEERING	17-02577	invoice 18436	84.28	0.00	
	Extd Total:			84.28		
	Department Total:			84.28		
T-21-00-383-000-299	700 BANGS AVE(INSPECTION FEE)(LINUS)					
TMASSO	T & M ASSOCIATES	17-02683	700 Bangs Inv. LAF301267	3,031.50	0.00	
INSENG	INSITE ENGINEERING	17-02684	Insite Eng invoice 18420	64.28	0.00	
				<u>3,095.78</u>		
	Extd Total:			3,095.78		
	Department Total:			3,095.78		
T-21-00-388-000-299	909 ASBURY AVENUE(H4 HOLDINGS, LLC)					
INSENG	INSITE ENGINEERING	17-02577	invoice 18436	495.71	0.00	
	Extd Total:			495.71		
	Department Total:			495.71		
T-21-00-393-000-299	614 6TH AVENUE(URBAN ARCHITECTURE)					
JACSER	JACK A. SERPICO	17-02751	ZB 6/13/17 Mtg. Attendance	225.00	0.00	
	Extd Total:			225.00		
	Department Total:			225.00		
T-21-00-397-000-299	545 LAKE AVENUE(COOKMAN COMMUNITY, LLC)					
INSENG	INSITE ENGINEERING	17-02549	Invoice 18413	786.00	0.00	
JACSER	JACK A. SERPICO	17-02752	PB 6/12/17 Attendance-gen matt	375.00	0.00	
				<u>1,161.00</u>		
	Extd Total:			1,161.00		
	Department Total:			1,161.00		
T-21-00-398-000-299	AP DISTILLERY(SACKCON, LLC)					
HEYGRU	HEYER, GRUEL & ASSOCIATES, PA	17-02438	Heyer Invoice 32607	270.00	0.00	
	Extd Total:			270.00		
	Department Total:			270.00		
T-21-00-400-000-299	1105/1107 MEMORIAL(SEAVIEW INV./FASANO)					
INSENG	INSITE ENGINEERING	17-02402	Invoice 18293	900.00	0.00	
	Extd Total:			900.00		
	Department Total:			900.00		
T-21-00-401-000-299	1201 JEFFREY STREET(GARY LUNGAR)					
JACSER	JACK A. SERPICO	17-02751	ZB 6/13/17 Mtg. Attendance	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		

Attachment: Payment of Bills 8.9.2017 (2017-255 : Payment of Bills 8.9.2017)

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CITY OF ASBURY PARK
Bill List By Budget Account

Page No: 19

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-403-000-299 INSENG	5TH AVE.PAVILION(INSPECTION)(MAD.MARQ.) INSITE ENGINEERING	17-02577	invoice 18436	144.28	0.00	
	Extd Total:			144.28		
	Department Total:			144.28		
T-21-00-404-000-299 JACSER	605 3RD AVENUE(BENJAMIN & NANCY FASANO) JACK A. SERPICO	17-02546	PB2017-4	187.50	0.00	
	Extd Total:			187.50		
	Department Total:			187.50		
T-21-00-406-000-299 STSHOR	500 8TH AVENUE(HYACINTH HOUSE, LLC) ST SHORTHAND REPORTING SERVICE	17-02654	#637261:ZB	125.00	0.00	
JACSER	JACK A. SERPICO	17-02751	ZB 6/13/17 Mtg. Attendance	450.00	0.00	
				575.00		
	Extd Total:			575.00		
	Department Total:			575.00		
T-21-00-410-000-299 STSHOR	508 3RD AVENUE(COLLEGE ACHIEVE SCHOOLS) ST SHORTHAND REPORTING SERVICE	17-02510	Invoice #636967	125.00	0.00	
	Extd Total:			125.00		
	Department Total:			125.00		
T-21-00-411-000-299 HEYGRU	406 DEAL LAKE DRIVE(406 DEAL LAKE,LLC) HEYER, GRUEL & ASSOCIATES, PA	17-02439	Heyer Gruel Invoice 33868	55.00	0.00	
INSENG	INSITE ENGINEERING	17-02577	invoice 18436	100.00	0.00	
JACSER	JACK A. SERPICO	17-02752	PB 6/12/17 Attendance-gen matt	262.50	0.00	
				417.50		
	Extd Total:			417.50		
	Department Total:			417.50		
T-21-00-412-000-299 INSENG	527 BANGS AVENUE(LINUS HOLDINGS CORP) INSITE ENGINEERING	17-02414	Invoice 17342	1,157.50	0.00	
INSENG	INSITE ENGINEERING	17-02577	invoice 18436	1,575.00	0.00	
				2,732.50		
	Extd Total:			2,732.50		
	Department Total:			2,732.50		
T-21-00-850-000-299 INSENG	MISC. - PLANNING/ZONING ESCROW INSITE ENGINEERING	17-02550	Invoice 18428	612.50	0.00	
	Extd Total:			612.50		
	Department Total:			612.50		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			24,782.09		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			24,782.09		

Attachment: Payment of Bills 8.9.2017 (2017-255 : Payment of Bills 8.9.2017)

August 2, 2017
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CITY OF ASBURY PARK
Bill List By Budget Account

Page No: 20

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	MICHAELS DEVELOPMENT CO,I,LP ESC.BUDGET:					
CAFR:	MICHAELS DEVELOPMENT CO,I,LP ESC.BUDGET:					
T-44-00-850-000-299	MICHAELS DEVELOPMENT - Miscellaneous					
MCMSO	MCMANIMON,SCOTLAND&BAUMANN,LLC	17-02596	#148024: MICHAELS DEVELOPMENT	5,649.81	0.00	
	Extd Total:			5,649.81		
	Department Total:			5,649.81		
	CAFR Total: MICHAELS DEVELOPMENT CO,I,LP ESC.BUDGET:			5,649.81		
	Fund Total: MICHAELS DEVELOPMENT CO,I,LP ESC.BUDGET:			5,649.81		
Fund:	ESCROW & FUNDING AGREEMENTS ACCOUNT:					
T-47-56-850-000-801	603 LAKE AVE,LLC(BLETTE BROS.CONST.,LLC)					
INSENG	INSITE ENGINEERING	17-02577	invoice 18436	163.21	0.00	
	Extd Total:			163.21		
	Department Total:			163.21		
	CAFR Total:			163.21		
	Fund Total: ESCROW & FUNDING AGREEMENTS ACCOUNT:			163.21		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-802	1003 BOND STREET(OXTA,LLC)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	17-02369	#300434:1003 BOND STREET	416.00	0.00	
	Extd Total:			416.00		
	Department Total:			416.00		
	CAFR Total:			416.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			416.00		
	Year Total:			65,223.12		
Total Charged Lines: 391 Total List Amount: 1,695,959.93 Total Void Amount:				0.00		

Attachment: Payment of Bills 8.9.2017 (2017-255 : Payment of Bills 8.9.2017)

August 9, 2017 Council Meeting

Balance brought forward from Total List Amount	\$ 1,695,959.93
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Additional Items:

Gregory Schweikert (Employee Reimb.)	106.85
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NJ Dept. of Labor:Div. of Employ.	<u>27.51</u>
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Total Bill List August 9, 2017	\$ <u><u>1,696,094.29</u></u>
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RESOLUTION NO. 2017-256

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

RESOLUTION ACCEPTING THE 2016 MUNICIPAL AUDIT

WHEREAS, N.J.S.A. 40:A5-4 requires the Governing Body of every local unit to have made an annual audit of its books, accounts and financial transaction, and

WHEREAS, the Annual Report of Audit for the year 2015 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S.A. 40A:5-6, and a copy has been received by each member of the Governing Body, and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the Governing Body have reviewed, as a minimum, the sections of the annual audit entitled: General Comments and Recommendations; and

WHEREAS, the members of the Governing Body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled: Comments and Recommendations as evidenced by the group affidavit form of the Governing Body, and

WHEREAS, such Resolution of Certification shall be adopted by Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and, and

WHEREAS, all members of the Governing Body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the promulgation's of the Local Finance Board of the State of New Jersey may subject the members of the local Governing Body to the penalty provisions of R.S. 52-27BB-52 to wit: R.S. 52:27BB-52 - "A local officer or member of a local Governing Body who, after a date fixed for compliance, fails or refuses to obey an order of the

Director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office”.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the City of Asbury Park, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this Resolution and required affidavit to said Board to show evidence of said compliance.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-256 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2017

CERTIFIED BY ME THIS 27th DAY OF July, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-257

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

RESOLUTION ADOPTING A CORRECTIVE ACTION PLAN IN RESPONSE TO THE RECOMMENDATIONS CONTAINED IN THE 2016 REPORT OF AUDIT

WHEREAS, the City of Asbury Park (the “City”) has had presented by its Auditor the Audit for the year ended December 31, 2016; and

WHEREAS, said audit contained thirteen recommendations; and

WHEREAS, the City is obligated to agree to a corrective action plan to respond to said Recommendations; and

WHEREAS, the City has determined to provide the following corrective actions:

2016 Corrective Action Plan Single Audit

Finding #2016-01

Criteria:

In accordance with the Uniform Guidance, the City is required to maintain adequate documentation to support all amounts requested by draw-down.

Condition:

During the testing of the CDBG and NJEDA major programs, we identified certain draw-down amounts that were not adequately supported by source documentation.

Recommendation:

We recommend that every amount requested for reimbursement be supported by a lead sheet that details which expenditures are being requested for reimbursement and adequate evidentiary documentation supporting each item claimed for reimbursement be maintained.

Corrective Action:

Going forward all requests for draw-down amounts will be supported by adequate documentation for all expenditures made.

Date of Implementation: August, 2017

Finding #2016-02

Criteria:

In accordance with the Uniform Guidance, the City is required to perform monitoring of a sub-recipient's activities to determine if the objectives of the activities were met.

Condition:

We identified one instance where the City awarded funds to a sub-recipient but did not monitor the sub-recipients success in achieving the objectives of the activity for the CDBG grant.

Recommendation:

We recommend that when the City grants sub-recipients awards, the results of the sub recipient's activity be determined by the City through monitoring.

Corrective Action:

The City will implement sub-recipient monitoring.

Date of Implementation: August, 2017

Finding #2016-03

Criteria:

In accordance with the Uniform Guidance, the City is required to submit semiannual financial and performance reports on a periodic basis as stipulated in the grant agreements.

Condition:

We identified instances where the City failed to submit required financial and performance reports for CDBG.

Recommendation:

We recommend that the City prepare and file all semiannual financial and performance reports and all final financial and performance reports on a timely basis for CDBG.

Corrective Action:

The City will file all required reports for CDBG.

Date of Implementation: August 2017

Finding #2016-04

Criteria:

In accordance with the Uniform Guidance, the City is required to maintain written documentation of the pre and post inspections of all rehabilitation projects for CDBG and NJEDA grants.

Condition:

We identified three instances where the City failed to provide written documentation of the pre and post inspection of a rehabilitation project it undertook.

Recommendation:

Corrective Action:

The City will provide written documentation of pre and post inspection of rehabilitation work.

Date of Implementation: August 2017

Finding #2016-05

Criteria:

In accordance with the Uniform Guidance, the City is required to obtain and maintain certified payroll reports within a reasonable timeframe for construction work.

Condition:

Five instances for CDBG during our testing of expenditures where the certified payroll from the construction company was not received.

Recommendation: The City request in writing and receive copies of certified payroll reports prior to payment of invoices.

Corrective Action:

The City will request in writing and receive copies of certified payroll reports prior to payment of invoices.

Date of Implementation: August 2017

Finding #2016-06

Criteria:

In accordance with the Uniform Guidance, the City is required to remit to the United States Treasury all interest earned on CDBG funds in excess of \$100.00.

Condition:

During 2016 the City had interest earnings of \$750.26 which was not remitted to the United States Treasury. It was noted in FY 2015 the City had interest earnings of \$170.82 in the CDBG account but no recommendation had been made.

Recommendation: City will remit to the United States Treasury any interest earning in excess of \$100.00.

Corrective Action:

The City will remit to the United States Treasury any interest earned in excess of \$100.00.

Date of Implementation: July 2017.

Purchasing

Finding #2016-007

Criteria:

When the cost of any contract awarded by the contracting agent in the aggregate exceeds \$40,000.00 the governing body is required to solicit competitive bids.

Condition:

Two vendors who had been paid in excess of \$40,000 did not have contracts on file with the City. There were vendors who were paid for which no quotes were obtained or obtained after the expenditure was made. Vendors paid for emergency work did not have the emergencies documented or approved via resolution.

Recommendation:

We recommend that competitive bids be solicited for all required goods and services, contracts be received from all vendors, Co-Op pricing is verified and emergencies are documented and approved via resolution.

Corrective Action:

The City will advertise and solicit bids for any vendor that will exceed the \$40,000.00 bid threshold. Controls will be put in place to ensure that quotes are received for all required expenditures prior to encumbering the funds and the proper documentation for emergency purchases is obtained.

Date of Implementation: Immediately.

Finding #2016-008

Criteria:

When the cost of any contract awarded by the contracting agent in the aggregate exceeds \$40,000.00 the governing body is required to solicit competitive bids.

Condition:

One vendor were paid in excess of \$40,000.00 before December 31 2016, for which no advertisement for bids was solicited.

Recommendation:

We recommend that competitive bids be solicited for all required goods and services.

Corrective Action:

The City will advertise and solicit bids for any vendor that will exceed the \$40,000.00 bid threshold.

Date of Implementation: Immediately.

Finding #2016-009

Criteria:

When the cost of any contract awarded by the contracting agent in the aggregate exceeds \$40,000.00 the governing body is required to solicit competitive bids.

Condition:

The City adhered to the Local Public Contracts Law in soliciting bids for waste removal services. The contract was awarded in accordance with the law, however, the contract has a two year award, and the City was charged and paid the year 2 contract price which was greater than the year 1 contract price.

Recommendation:

We recommend that the City implement an additional control during review of invoices that pertain to contracts that have been awarded.

Corrective Action:

The City will implement a review of all invoices pertaining to contracts that have been awarded to ensure proper pricing is being applied.

Date of Implementation: August 2017.

Finding #2016-010

Criteria:

When the cost of any contract awarded by the contracting agent in the aggregate exceeds \$40,000.00 the governing body is required to solicit competitive bids.

Condition:

For one vendor, the City did not have a signed contract or advertisement for the bid request.

Recommendation:

We recommend that the City implement a procedure to ensure that contracts are signed an

appropriately filed prior to commencement of work and that all bid requests are publicly advertised.

Corrective Action:

The City will implement a procedure ensuring that all contracts are signed and filed prior to commencement of work and that all bid requests are publicly advertised.

Date of Implementation: August 2017.

Finding #2016-011

Criteria:

When the cost of any contract awarded by the contracting agent in the aggregate exceeds \$40,000.00 the governing body is required to solicit competitive bids.

Condition:

For five vendors, the City did not obtain quotes prior to the purchase of the service provided.

Recommendation:

It is recommended that quotes be solicited for all required goods and services

Corrective Action:

The City will implement a procedure ensuring that quotes are obtained for all purchases as required prior to approving a purchase order.

Date of Implementation: August 2017.

Collection of Interest on Delinquent Taxes and Utility Charges

Finding #2016-012

Criteria:

The City adopted a resolution under N.J.S.A. 54:4-67 to change the interest calculation to 8% on the first \$1,500.00 and 18% on amounts over \$1,500.00 however, the interest rates were not changed until September 2016 in the Edmunds system, therefore, the old interest rates were still being charged.

Condition:

Improper charging of interest on delinquent sewer accounts.

Recommendation:

Corrective action has already been implemented, however, we recommend a more timely review over changes in process to ensure this is not repeated.

Corrective Action:

The timely review of interest rate calculations during FY 2015 would have revealed that incorrect rates were being applied by the prior collector. Upon the appointment of a new collector this discrepancy was noted and immediately corrected in the computer system.

Date of Implementation: Already implemented.

Delinquent Taxes and Tax Title Liens

Finding #2016-013**Criteria:**

There were instances where a lien was redeemed, however, the penalty was not correctly charged in accordance with N.J.S.A. 54:4-67.

Condition:

Failure to include the 6% penalty for lien redemptions and in some instances accepting partial payment on liens.

Recommendation:

That the City ensure proper penalties and interest are billed and collected on all liens and that partial lien payments are not accepted.

Corrective Action:

A review of outstanding balances over \$10,000 at year end is performed to ensure proper application of the 6% year end penalty. The discrepancies noted in the FY 2016 audit were reviewed by the collector and found to be properly calculated and documentation was provided. Partial payments had been a past practice under prior tax collectors and has ceased with the new Collector to be in compliance with the law.

Date of Implementation: Already implemented.

Revenues**Finding #2016-014****Criteria:**

Internal control over beach revenues.

Condition:

Several days of beach sales activity could not be reconciled to bank statement deposits.

Recommendation:

That the City strengthen its controls over beach badge sales and deposits.

Corrective Action:

We are in the process of purchasing cash registers for each station that collects fees for beach tags. A procedure will be put in place that will require proof of sales to number of tags sold for that day.

Date of Implementation: August 2017.

Expenditures**Finding #2016-15****Criteria:**

An encumbrance system is required by New Jersey Regulation.

Condition:

Purchase orders were dated after invoice dates in several instances, indicating confirming orders.

Recommendation:

We recommend that the City encumber funds and issue purchase orders prior to acquiring goods and services.

Corrective Action

A directive will be issued to all employees responsible for entering purchase requisitions to obtain a purchase order number prior to placing an order for goods and services.

Date of Implementation: August 2017.

Interfunds

Finding #2016-16

Criteria:

Internal Control

Condition:

Material interfund balances exist between the various funds of the City.

Recommendation:

We recommend that all interfunds be liquidated prior to year-end.

Corrective Action:

Interfunds will be reviewed prior to the close of the year and where feasible will be liquidated.

Date of Implementation: August 2017.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-257 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2017

CERTIFIED BY ME THIS DAY OF , .

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-258

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

**RESOLUTION SUPPORTING POTENTIAL BROWNFIELD REMEDIATION AT 1130
– 1156 SPRINGWOOD AVENUE**

WHEREAS, pursuant to N.J.S.A. 40A:12A-6, the Governing Body had authorized the Planning Board to undertake a preliminary investigation to determine whether a portion of an area commonly referred to as “The Turf Club” on Block 803, Lots 1-14, and the vacation of a portion of the Lee’s Lane right-of-way and a portion of Block 804, Lot 1 to the south of these lots which are generally located on Springwood Avenue with a street address of 1130 - 1156 Springwood Avenue and containing approximately 285 feet of frontage on Springwood Avenue is an area in need of redevelopment according to the criteria set forth in N.J.S.A.40A:12A-5 and it was determined to be an Area in Need of Redevelopment.

WHEREAS, the Governing Body has determined that there has been, or it suspects that there has been, a discharge of hazardous substances or a hazardous waste on the Property; and,

WHEREAS, City of Asbury Park is applying from the Hazardous Discharge Site Fund for funding for the investigation and cleanup of The Turf Club in order to determine the extent of any hazardous substance or hazardous waste; and,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, County of Monmouth, State of New Jersey, that the City of Asbury Park is committed to the redevelopment of The Turf Club for the purpose of building and further affordable housing and finds that a realistic opportunity exists for the redevelopment of The Turf Club within a three year period after the completion of the remediation of this site through the planned redevelopment project.

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

NO. 2017-258 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2017

CERTIFIED BY ME THIS 10th DAY OF August, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-259

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

AWARD OF A CONTRACT TO PROVIDE FIRE DEPARTMENT UNIFORMS

WHEREAS, the City Manager/Temporary Purchasing Agent received one (1) bid for the Fire Department Uniforms which was due and opened on Thursday, August 3, 2017 at 10:00 AM; and

WHEREAS, All Hands Fire was the only respondent; and

WHEREAS, the proposal is attached to this Resolution; and

WHEREAS, the contract shall run for a two-year period from September 1, 2017 through August 31, 2019; and

WHEREAS, the City Manager is hereby authorized to sign any and all paperwork with the award and the City Clerk shall advertise the award as per law; and

WHEREAS, the CFO has Certified the Availability of Funds in account 7-01-25-265-000-207 in the amount of \$900 per employee covered by the contract. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, County of Monmouth and State of New Jersey that a contract shall be awarded All Hands Fire for fire department uniforms; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the contract for the same.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-259 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2017

CERTIFIED BY ME THIS 9th DAY OF August, 2017.

CINDY A. DYE
CITY CLERK

BID PROPOSAL FORM

FIRE DEPARTMENT UNIFORM BID

(Contract Title and Bid Number, if applicable)

FIRE DEPARTMENT UNIFORMS

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

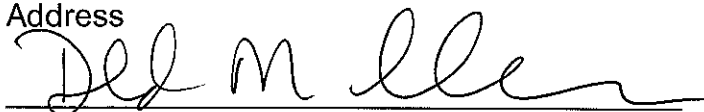
FIFTEEN THOUSAND FOUR DOLLARS SIXTY FIVE CENTS
Amount in words

\$ 15,004⁶⁵
Amount in numbers

ALL HANDS FIRE EQUIP. LLC
Company Name

58-2671638
Federal I.D. # or Social Security #

7 THIRD AVE NEPTUNE CITY NJ 07753
Address


Signature of Authorized Agent

DONALD M. COLARUSSO
Type or Print Name

Title: PRESIDENT

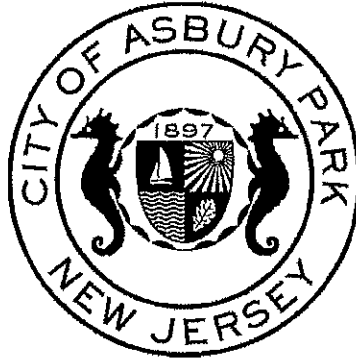
(732) 502-8060
Telephone Number

07/31/2017
Date

(732) 502-8064
Fax Number

DON @ ALLHANDSFIRE.COM
E-mail address

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)



Request for Proposals

City of Asbury Park
Fire Department Uniform Bid

Advertisement Date: Thursday, July 6, 2017

Proposal Submission Date: Thursday, August 3, 2017 at 10:00 AM

NOTICE TO BIDDERS

The City of Asbury Park, New Jersey shall receive sealed bids at the Office of the City Clerk, One Municipal Plaza, Asbury Park, New Jersey 07712 until **10:00 A.M.** prevailing time, **Thursday, August 3, 2017** and then publicly opened, and read aloud in the Council Chambers for the following: Bid Title.

FIRE DEPARTMENT UNIFORM BID

Bids and specifications and related materials may be obtained from Office of the City Clerk, One Municipal Plaza, Asbury Park, New Jersey 07712 Tel: 732-502-5720.

Bids must be submitted on the standard Proposal Form provided by the City of Asbury Park in the manner designated therein, and must be enclosed in a sealed envelope bearing the title of the bid, name, and address of the bidder on the outside; addressed to Michael Capabianco, City Manager, and delivered to the above address at the date and time set at the place herein. The City of Asbury Park is not responsible for any hand delivered or the third party delivered bids which do not arrive at the proper time or location. Any such bid will be returned unopened to the vendor.

All documents contained in this package must be returned to the City of Asbury Park in their original form. No substitutions, alterations, or modifications of any of the bid documents are permitted.

Bidders must comply with regulations of the "New Jersey Local Public Contract Law", Affirmative Action regulations P.L. 1975, c127. (N.J.A.C. 17.27), the New Jersey Prevailing Wage Act 12:60-1 et seq. P.L.1963, chapter 150 (N.J.S.A.34:11-56-1 et. seq. and N.J.S.A.34:11-56.25 et. seq.), Doing Business With Iran law, completion of an Ethics Form, and the New Jersey Contractor Business Registration Act N.J.S.A.52:32-44(P.L.2004, c57)

Prior to awarding a contract, the City of Asbury Park will investigate apparent low bidders for any delinquent taxes or other Municipal charges including but not limited to sewer charges, demolition liens, etc. owed to any City of Asbury Park property by said proposed vendor or its principals.

Any such delinquent taxes or other Municipal charges would disqualify such bidders from bidding on or being awarded a City contract.

The City Council of the City of Asbury Park reserves the right to consider bids for sixty (60) days after receipt thereof, and further reserves the right to reject any and all bids, waive informalities, and make such awards or take action as may be in the best interest of the City of Asbury Park.

Bidder must not submit bid with qualifying conditions or provisions

Introduction

The City of Asbury Park (City) is seeking proposals for the pricing of uniforms for the Fire Department. This contract shall run for two (2) years.

All quoted materials in the following pages are for illustrative purposes only. The City shall accept equal to, or greater than, any listed nomenclature.

The City reserves the right to award to multiple vendors dependent on pricing per item.

Scope of services

Please provide pricing on the following pages.

Content and scoring

Not applicable for this bid.

Pricing

Please pricing for each item.

Pricing should delineate each year of the contract. An example of pricing would be:

Hat:

Command visor is an embroidered visor with gold bullion design. No exceptions.

PRICE: \$ \$4.00 first year/ \$4.25 second year

Addendum

All questions are due by Thursday, July 20, 2017 at noon (12:00 PM). If you have obtained this specification from the City's website, please ensure you check the website to ensure addendums have, or have not, been issued.

All questions should be sent to Michael Capabianco at michael.capabianco@cityofasburypark.com

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*ALL PRICES ARE FOR YEAR 1 & 2

(ONE)

CHIEF OF DEPARTMENT

Dress Uniform Blouse:

55% Dacron polyester and 45% wool 13.5 oz. per yard, Metcalf Bros., LLC Style FG314-7022, five gold button double breasted style, color navy. The Chief shall have five rows of 3/8" gold velum braid sewn 3" from bottom of each sleeve, 1/4" between each row. Badge tab on left chest. Department patch to be sewn on left sleeve. No exceptions.

PRICE: \$ 290

Dress Trousers:

The trousers shall be the same fabric as the blouse with four pockets and inside band to hold shirt, color navy. No exceptions.

PRICE: \$ 92

Dress Shirt:

- Elbeco #P867, short sleeve, color white.
- Elbeco #P877, long sleeve, color white.

65% polyester / 35% combed cotton, 4.25 oz. poplin weave with sewn military creases. Three creases on the back and two creases on the front. Department patch on left sleeve. No exceptions

PRICE: \$ 45 (per #P867)

PRICE: \$ 51 (per #P877)

Dress Hat:

Sentry #F303W white on white hat with gold expansion band and commander visor. Command visor is an embroidered visor with gold bullion design. No exceptions.

PRICE: \$ 100

Tie:

Black clip-on tie or four-in-hand tie.

PRICE: \$ 6⁵⁰

Shoes:

Thorogood Poromeric Oxford, style #831-6803 high gloss shoe. No exceptions.

PRICE: \$ 90

Asbury Park Fire Department
2017 Uniform Specifications

*ALL PRICES ARE FOR YEAR 1 & 2
Done

Station/Staff Shirt:

- Elbeco DutyMaxx #5580 short sleeve, color white.
- Elbeco DutyMaxx #580 long sleeve, color white.

Shirts will have department patch on left sleeve and EMT-D patch on right sleeve. Patches to be centered and 1-inch below the end of the lapel seam. The shirt will have (5) embroidered horns on each collar, color gold, 1" horns. Above the right pocket shall be embroidered the chief's first initial and last name (ex. K. KEDDY), in 1/2" gold block caps, 1/8" from top of pocket. Left chest to have a badge tab. No exceptions

PRICE: \$ 68 (per #5580)

PRICE: \$ 77 (per #580)

Trouser:

- Topps, Model #PA70-5605, 6 oz. Nomex, color Navy. No exceptions
- Lion, Model #2101A-20, 6 oz. Nomex, color Navy, Plain Weave. No exceptions

PRICE: \$ 125 (Topps)

PRICE: \$ 125 (Lion)

Jacket:

5.11 Big Horn Jacket, style #48026, color dark navy (724). Jacket will have department patch sewn on left sleeve and US Flag (blue facing forward) on right sleeve. On the left chest will be a badge tab and on right chest shall be embroidered the employee's first initial and last name (ex. W. SMITH), in 1/2" block caps in gold stitch. No exceptions.

PRICE: \$ 110

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

Asbury Park Fire Department
2017 Uniform Specifications

*ALL PRICES ARE FOR YEAR 1 & 2

(one)

DEPUTY CHIEF OF DEPARTMENT

Dress Uniform Blouse:

55% Dacron polyester and 45% wool 13.5 oz. per yard, Metcalf Bros., LLC Style FG314-7022, five gold button double breasted style, color navy. The Deputy Chief shall have three rows of 3/8" gold velum braid sewn 3" from bottom of each sleeve, 1/4" between each row. Badge tab on left chest. Department patch to be sewn on left sleeve. No exceptions.

PRICE: \$ 290

Dress Trousers:

The trousers shall be the same fabric as the blouse with four pockets and inside band to hold shirt, color navy. No exceptions.

PRICE: \$ 92

Dress Shirt:

- Elbeco #P867, short sleeve, color white.
- Elbeco #P877, long sleeve, color white.

65% polyester / 35% combed cotton, 4.25 oz. poplin weave with sewn military creases. Three creases on the back and two creases on the front. Department patch on left sleeve. No exceptions

PRICE: \$ 45 (#P867)

PRICE: \$ 51 (#P877)

Dress Hat:

Sentry #F303W white over black hat with gold expansion band. No exceptions.

PRICE: \$ 80 *(one)*

Tie:

Black clip-on tie or four-in-hand tie.

PRICE: \$ 6⁵⁰

Shoes:

Thorogood Poromeric Oxford, style #831-6803 high gloss shoe. No exceptions.

PRICE: \$ 90

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

Asbury Park Fire Department
2017 Uniform Specifications

* ALL PRICES ARE FOR YEAR 1 & 2
Done

Station/Staff Shirt:

- Lion Bravo Series, Model #0227WH, long sleeve, color white
- Lion Bravo Series, Model #0527WH, short sleeve, color white

Shirts to be 6.25 oz. NFPA cotton. All shirts will have department patch on left sleeve and EMT-D patch on right sleeve. Patches to be centered and 1-inch below the end of the lapel seam. The shirt will have (3) crossed horns embroidered on each collar, color gold, 1" horns. Above right pocket the chief's first initial and last name (ex. W. SMITH) will be embroidered in ½" gold block caps, 1/8" from top of pocket. Left chest to have a badge tab. No exceptions

PRICE: \$ 85 (#0227WH)

PRICE: \$ 80 (#0527WH)

Trouser:

- Topps, Model #PA70-5605, 6 oz. Nomex, color Navy. No exceptions
- Lion, Model #2101A-20, 6 oz. Nomex, color Navy, Plain Weave. No exceptions

PRICE: \$ 125 (Topps)

PRICE: \$ 125 (Lion)

Jacket:

5.11 Big Horn Jacket, style #48026, color dark navy (724). Jacket will have department patch sewn on left sleeve and US Flag (blue facing forward) on right sleeve. On the left chest will be a badge tab and on right chest shall be embroidered the employee's first initial and last name (ex. W. SMITH), in ½" block caps in gold stitch. No exceptions.

PRICE: \$ 110

* ALL PRICES ARE FOR YEAR 1 & 2
(one)

BATTALION CHIEF

Class A - Dress Uniform Blouse:

55% Dacron polyester and 45% wool 13.5 oz. per yard, Metcalf Bros., LLC Style FG314-7022, five gold button double breasted style, color navy. The Battalion Chief shall have two (2) rows of 3/8" gold velum braid sewn 3" from bottom of each sleeve, 1/4" between each row. Badge tab on left chest. Department patch to be sewn on left sleeve. No exceptions.

PRICE: \$ 290

Class A - Dress Trousers:

The trousers shall be the same fabric as the blouse with four pockets and inside band to hold shirt, color navy. No exceptions.

PRICE: \$ 92

Class A - Dress Shirt:

- Elbeco #P867, short sleeve, color white.
- Elbeco #P877, long sleeve, color white.

65% polyester / 35% combed cotton, 4.25 oz. poplin weave with sewn military creases. Three creases on the back and two creases on the front. Department patch on left sleeve. No exceptions

PRICE: \$ 45 (#P867)

PRICE: \$ 51 (#P877)

Dress Hat:

Sentry #F303W white over black hat with gold expansion band. No exceptions.

PRICE: \$ 80

Tie:

Black clip-on tie or four-in-hand tie.

PRICE: \$ 6⁵⁰

Shoes:

Thorogood Poromeric Oxford, style #831-6803 high gloss shoe. No exceptions.

PRICE: \$ 90

* ALL PRICES ARE FOR YEAR 1 & 2
ONE**Battalion Chief – Class B, Station Uniform**Shirt:

- Lion Bravo Series, Model #0227WH, long sleeve, color white
- Lion Bravo Series, Model #0527WH, short sleeve, color white

Shirts to be 6.25 oz. NFPA cotton. Rank patch sewn on left chest. All shirts will have department patch on left sleeve and EMT-D patch on right sleeve. Patches to be centered and 1-inch below the end of the lapel seam. The shirt will have (2) crossed horns embroidered on each collar, color gold, 1" horns. Above right pocket the chief's first initial and last name (ex. W. SMITH) will be embroidered in ½" gold block caps, 1/8" from top of pocket. No exceptions

PRICE: \$ 85 (#0227WH)PRICE: \$ 80 (#0527WH)Trouser:

- Topps, Model #PA70-5605, 6 oz. Nomex, color Navy. No exceptions
- Lion, Model #2101A-20, 6 oz. Nomex, color Navy, Plain Weave. No exceptions

PRICE: \$ 125 (Topps)PRICE: \$ 125 (Lion)Jacket:

5.11 Big Horn Jacket, style #48026, color dark navy (724). Jacket will have department patch sewn on left sleeve and US Flag (blue facing forward) on right sleeve. On the left chest will be the rank patch and on right chest shall be embroidered the employee's first initial and last name (ex. W. SMITH), in ½" block caps in gold stitch. No exceptions.

PRICE: \$ 110

*ALL PRICES ARE FOR YEAR 1 & 2
Done

CAPTAIN

Class A - Dress Uniform Blouse:

55% Dacron polyester and 45% wool 13.5 oz. per yard, Metcalf Bros., LLC Style FG314-7022, five silver button double breasted style, color navy. The Captain shall have two rows of 3/8" silver velum braid sewn 3" from bottom of each sleeve, 1/4" between each row. Badge tab on left chest. Department patch to be sewn on left sleeve. No exceptions.

PRICE: \$ 290

Class A - Dress Trousers:

The trousers shall be the same fabric as the blouse with four pockets and inside band to hold shirt, color navy. No exceptions.

PRICE: \$ 92

Class A - Dress Shirt:

- Elbeco #P867, short sleeve, color white.
- Elbeco #P877, long sleeve, color white.

65% polyester / 35% combed cotton, 4.25 oz. poplin weave with sewn military creases. Three creases on the back and two creases on the front. Department patch on left sleeve. No exceptions

PRICE: \$ 45 (#P867)

PRICE: \$ 51 (#P877)

Dress Hat:

Sentry #F303N navy blue hat with silver expansion band. No exceptions.

PRICE: \$ 65

Tie:

Black clip-on tie or four-in-hand tie.

PRICE: \$ 6⁵⁰

Shoes:

Thorogood Poromeric Oxford, style #831-6803 high gloss shoe. No exceptions.

PRICE: \$ 90

* ALL PRICES ARE FOR YEAR 1 & 2
(one)

Captain – Class B, Station Uniform

Shirt:

- Topps, Model #SH95-5505, long sleeve, 4.5 oz. Nomex, color navy.
- Topps, Model #SH96-5505, short sleeve, 4.5 oz. Nomex, color navy.

Station shirts will be made of 4.5 oz Dupont Nomex. Rank patch sewn on left chest. All shirts will have department patch on left sleeve and a gray colored EMT-D patch on right sleeve. Patches to be centered and 1-inch below the end of the lapel seam. The shirt will have (2) parallel horns embroidered on each collar, color silver, 1" horns. Above right pocket the captain's first initial and last name (ex. W. SMITH) will be embroidered in ½" silver block caps, 1/8" from top of pocket. No exceptions

PRICE: \$ 145 (#SH95-5505)

PRICE: \$ 130 (#SH96-5505)

Trouser:

- Topps, Model #PA70-5605, 6 oz. Nomex, color Navy. No exceptions
- Lion, Model #2101A-20, 6 oz. Nomex, color Navy, Plain Weave. No exceptions

PRICE: \$ 125 (Topps)

PRICE: \$ 125 (Lion)

Jacket:

5.11 Big Horn Jacket, style #48026, color dark navy (724). Jacket will have department patch sewn on left sleeve and US Flag (blue facing forward) on right sleeve. On the left chest will be the rank patch and on right chest shall be embroidered the employee's first initial and last name (ex. W. SMITH), in ½" block caps in silver stitch. No exceptions.

PRICE: \$ 110

Asbury Park Fire Department
2017 Uniform Specifications

*ALL PRICES ARE FOR YEAR 1 & 2
One

FIREFIGHTER

Class A - Dress Uniform Blouse:

55% Dacron polyester and 45% wool 13.5 oz. per yard, Metcalf Bros., LLC Style FG314-7022, four silver button single breasted style, color navy. Badge tab on left chest. Department patch to be sewn on left sleeve. No exceptions.

PRICE: \$ 290

Class A - Dress Trousers:

The trousers shall be the same fabric as the blouse with four pockets and inside band to hold shirt, color navy. No exceptions.

PRICE \$ 92 One

Class A - Dress Shirt:

- Elbeco #P868, short sleeve, color light blue.
- Elbeco #P878, long sleeve, color light blue.

65% polyester / 35% combed cotton, 4.2 oz. poplin weave with military creases sewn. Three creases on the back and two creases on the front. Department patch on left sleeve. No exceptions

PRICE: \$ 45 (#P868)

PRICE: \$ 51 (#P878)

Dress Hat:

Sentry #F303N navy blue hat with black strap. No exceptions.

PRICE: \$ 50

Tie:

Black clip-on tie or four-in-hand tie.

PRICE: \$ 6⁵⁰

Shoes:

Thorogood Poromeric Oxford, style #831-6803 high gloss shoe. No exceptions.

PRICE: \$ 90

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

* ALL PRICES ARE PER YEAR 1 & 2
(one)

Firefighter – Class B, Station Uniform

Shirt:

- Topps, Model #SH95-5505, long sleeve, 4.5 oz. Nomex, color navy.
- Topps, Model #SH96-5505, short sleeve, 4.5 oz. Nomex, color navy.

Station shirts will be made of 4.5 oz Dupont Nomex. Rank patch sewn on left chest. All shirts will have department patch on left sleeve and a gray colored EMT-D patch on right sleeve. Patches to be centered and 1-inch below the end of the lapel seam. The shirt will have "A.P." embroidered on right collar and "F.D." embroidered on left collar, ½" caps, color red. Above right pocket the firefighter's first initial and last name (ex. W. SMITH) will be embroidered in ½" red block caps, 1/8" from top of pocket. No exceptions

PRICE: \$ 145 (#SH95-5505)

PRICE: \$ 130 (#SH96-5505)

Trouser:

- Topps, Model #PA70-5605, 6 oz. Nomex, color Navy. No exceptions
- Lion, Model #2101A-20, 6 oz. Nomex, color Navy, Plain Weave. No exceptions

PRICE: \$ 125 (#PA70-5605)

PRICE: \$ 125 (#PA70-5605)

Jacket:

5.11 Big Horn Jacket, style #48026, color dark navy (724). Jacket will have department patch sewn on left sleeve and US Flag (blue facing forward) on right sleeve. On the left chest will be the rank patch and on right chest shall be embroidered the employee's first initial and last name (ex. W. SMITH), in ½" block caps in red stitch. No exceptions.

PRICE: \$ 110

Asbury Park Fire Department
2017 Uniform Specifications

* ALL PRICES ARE FOR YEAR 1 & 2
One

FIRE OFFICIAL

Class A - Dress Uniform Blouse:

55% Dacron polyester and 45% wool 13.5 oz. per yard, Metcalf Bros., LLC Style FG314-7022, five silver button double breasted style, color navy. The Fire Official shall have two rows of 3/8" silver velum braid sewn 3" from bottom of each sleeve, 1/4" between each row. Badge tab on left chest. Department patch to be sewn on left sleeve. No exceptions.

PRICE: \$ 290

Class A - Dress Trousers:

The trousers shall be the same fabric as the blouse with four pockets and inside band to hold shirt, color navy. No exceptions.

PRICE: \$ 92

Class A - Dress Shirt:

- Elbeco #P867, short sleeve, color white.
- Elbeco #P877, long sleeve, color white.

65% polyester / 35% combed cotton, 4.25 oz. poplin weave with sewn military creases. Three creases on the back and two creases on the front. Department patch on left sleeve. No exceptions

PRICE: \$ 45 (#P867)

PRICE: \$ 51 (#P877)

Dress Hat:

Sentry #F303N navy blue hat with silver expansion band. No exceptions.

PRICE: \$ 65

Tie:

Black clip-on tie or four-in-hand tie.

PRICE: \$ 6⁵⁰

Shoes:

Thorogood Poromeric Oxford, style #831-6803 high gloss shoe. No exceptions.

PRICE: \$ 90

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

* ALL PRICES ARE FOR YEAR 1 & 2
(one)

Fire Official – Class B, Station Uniform

Shirt:

- Topps, Model #SH95-5505, long sleeve, 4.5 oz. Nomex, color navy.
- Topps, Model #SH96-5505, short sleeve, 4.5 oz. Nomex, color navy.

Station shirts will be made of 4.5 oz Dupont Nomex. Badge tab on left chest. All shirts will have department patch on left sleeve and a gray colored EMT-D patch on right sleeve. Patches to be centered and 1-inch below the end of the lapel seam. The shirt will have "A.P." embroidered on right collar and "F.D." embroidered on left collar, ½" caps, color silver. Above right pocket the fire official's first initial and last name (ex. W. SMITH) will be embroidered in ½" silver block caps, 1/8" from top of pocket. No exceptions

PRICE: \$ 145 (#SH95-5505)

PRICE: \$ 130 (#SH96-5505)

Trouser:

- Topps, Model #PA70-5605, 6 oz. Nomex, color Navy. No exceptions
- Lion, Model #2101A-20, 6 oz. Nomex, color Navy, Plain Weave. No exceptions

PRICE: \$ 125 (Topps)

PRICE: \$ 125 (Lion)

Jacket:

5.11 Big Horn Jacket, style #48026, color dark navy (724). Jacket will have department patch sewn on left sleeve and US Flag (blue facing forward) on right sleeve. On the left chest will be a badge tab and on right chest shall be embroidered the employee's first initial and last name (ex. W. SMITH), in ½" block caps in silver stitch. No exceptions.

PRICE: \$ 110

* ALL PRICES ARE FOR YEAR 1 & 2

One

FIRE INSPECTOR

Class A - Dress Uniform Blouse:

55% Dacron polyester and 45% wool 13.5 oz. per yard, Metcalf Bros., LLC Style FG314-7022, four silver button single breasted style, color navy. Badge tab on left chest. Department patch to be sewn on left sleeve. No exceptions.

PRICE: \$ 290

Class A - Dress Trousers:

The trousers shall be the same fabric as the blouse with four pockets and inside band to hold shirt, color navy. No exceptions.

PRICE: \$ 92

Class A - Dress Shirt:

- Elbeco #P868, short sleeve, color light blue.
- Elbeco #P878, long sleeve, color light blue.

65% polyester / 35% combed cotton, 4.2 oz. poplin weave with military creases sewn. Three creases on the back and two creases on the front. Department patch on left sleeve. No exceptions

PRICE: \$ 45 (#P868)

PRICE: \$ 51 (#P878)

Dress Hat:

Sentry #F303N navy blue hat with black strap. No exceptions.

PRICE: \$ 50

Tie:

Black clip-on tie or four-in-hand tie.

PRICE: \$ 6⁵⁰

Shoes:

Thorogood Poromeric Oxford, style #831-6803 high gloss shoe. No exceptions.

PRICE: \$ 90

* ALL PRICES ARE FOR YEAR 1 & 2
ONE

Fire Inspector – Class B, Station Uniform

Shirt:

- Topps, Model #SH95-5505, long sleeve, 4.5 oz. Nomex, color navy.
- Topps, Model #SH96-5505, short sleeve, 4.5 oz. Nomex, color navy.

Station shirts will be made of 4.5 oz Dupont Nomex. Badge tab on left chest. All shirts will have department patch on left sleeve and a gray colored EMT-D patch on right sleeve. Patches to be centered and 1-inch below the end of the lapel seam. The shirt will have "A.P." embroidered on right collar and "F.D." embroidered on left collar, ½" caps, color red. Above right pocket the firefighter's first initial and last name (ex. W. SMITH) will be embroidered in ½" red block caps, 1/8" from top of pocket. No exceptions

PRICE: \$ 145 (#SH95-5505)

PRICE: \$ 130 (#SH96-5505)

Trouser:

- Topps, Model #PA70-5605, 6 oz. Nomex, color Navy. No exceptions
- Lion, Model #2101A-20, 6 oz. Nomex, color Navy, Plain Weave. No exceptions

PRICE: \$ 125 (Topps)

PRICE: \$ 125 (Lion)

Jacket:

5.11 Big Horn Jacket, style #48026, color dark navy (724). Jacket will have department patch sewn on left sleeve and US Flag (blue facing forward) on right sleeve. On the left chest will be a badge tab and on right chest shall be embroidered the employee's first initial and last name (ex. W. SMITH), in ½" block caps in red stitch. No exceptions.

PRICE: \$ 110

*ALL PRICES ARE FOR YEAR 1 & 2

MARKINGS

Patches

Clarification of patch attachments –

- a) Garments with lapels: Patches to be centered and 1-inch below the end of the lapel seam.
- b) Garments with no lapels: Patches to be 1-inch below upper shoulder seam/stitch, and centered utilizing seams or stitches that can be used to orient the to center. Do not use pressed folds for center orientation.
 - Asbury Park Fire Department Patch shall be 3.5" in height. Red outline stitch with silver filled rockers. Letters and seahorses in rockers to be red stitch. Center to be navy blue with "ASBURY PARK" in silver stitch. Patch to conform to standard tradition department patch.
 - EMT-D #5339 patch shall be 5" in height and the standard NJ Department of Health patch, color white with blue, red and yellow stitch.
 - EMT #5318 patch shall be 5" in height and the standard NJ Department of Health patch, color gray with navy blue and light gray stitch.
 - Rank patch is 2 ½" in height and shall identify rank as follows: for Battalion Chief gold with two (2) crossed horns, Captain silver with two (2) horns side by side and Firefighter silver with fire department traditional "scramble".
 - USA Flag (blue facing forward) with gold border patch on right sleeve, 2" high X 3.5" long.

PRICE: \$ 2 (Asbury Park Fire Department Patch)

PRICE: \$ 2 (#5339)

PRICE: \$ 2 (#5318)

PRICE: \$ 2 (Rank patch)

PRICE: \$ 2 (USA Flag)

Embroidered APFD Logo

The APFD embroidered logo is to be similar in design to the APFD shoulder patch, both visually and in size. Red outline stitch with silver filled rockers. Letters and seahorses in rockers to be red stitch. Center to be navy blue with "ASBURY PARK" in silver stitch.

PRICE: \$ 10

* ALL PRICES ARE FOR YEAR 1 & 2
(one)

FOOTWEAR

Shoes

- Thorogood, style #804-6026, color black, 6" Quick Release (slip-on) Station Boot Safety Toe
- Thorogood, style #804-6190, color black, lightweight 6" side zip waterproof Commando Deuce Safety Toe
- Thorogood, style #804-6379, color black, reflective, 8" Station Boot, front zip-up, safety toe
- Thorogood, Style #804-6522, color black, Athletic ASR Oxford with safety toe
- Thorogood, style #804-6905, Black Plain Toe Oxford Safety Toe
- Haix, style #605109, Airpower R2, 8" front zip, waterproof, safety toe
- Haix, style #HX-607628, Airpower R8, 4" low profile zipper station boot

PRICE: \$ 97 ^{one} Thorogood, style #804-6026

PRICE: \$ 95 ^{one} Thorogood, style #804-6190

PRICE: \$ 235 ^{one} Thorogood, style #804-6379

PRICE: \$ 75 ^{one} Thorogood, Style #804-6522

PRICE: \$ 130 ^{one} Thorogood, style #804-6905

PRICE: \$ 275 ^{one} Haix, style #605109

PRICE: \$ 245 ^{one} Haix, style #HX-607628

Socks

- Thorlo WSX-13 Uniform socks, color black with white toe.
- 5.11 Tactical #59047, Standard Thickness 6" Sock, color black
- 5.11 Tactical #59048, Standard Thickness 9" Sock, color black
- Ankle Socks, color black, minimum 2" cuff (material to be similar to other socks listed)

PRICE: \$ 8 Thorlo WSX-13 Uniform socks

PRICE: \$ 10 5.11 Tactical #59047

PRICE: \$ 10 5.11 Tactical #59048

PRICE: \$ 4 Ankle Socks

* ALL PRICES ARE FOR YEAR 1 & 2
(DME)

CLASS C UNIFORMS (BDU)

BDU Shorts

5.11 Tactical #73285, Cotton Tactical Shorts, color navy blue. Material constructed of 8.5 oz. canvas with 9" inseam.

PRICE: \$ 48 DME

BDU Pants

Propper BDU Long Pant, Style #F5201-55-412, color navy blue. Material shall be 100% cotton Rip-Stop.

PRICE: \$ 30

BDU Long Sleeve Shirts

Propper BDU 4-pocket Long Sleeve Shirt, Style #F5454-55, 100% cotton Rip-Stop, color navy blue. BDU shirts will be marked (embroidered and patched) in the same fashion as the Class-B station shirts. Rank patch sewn on left chest. All shirts will have department patch on left sleeve and a gray colored EMT-D patch on right sleeve. Patches to be centered and 1-inch below the end of the lapel seam. The collars will be marked in accordance with rank. Above right pocket will be the firefighter name, first initial and last name (ex. W. SMITH), will be embroidered in ½" block caps, 1/8" from top of pocket. The stitch color will be in accordance with rank. No exceptions

PRICE: \$ 75

CLASS D UNIFORMS (Workout Apparel)

Gym Shorts

Champion Knit Shorts, 6.8 oz, 100% cotton, color navy blue (or equal). All gym shorts and sweatpants will have the Maltese cross logo with ASBURY across the top rocker, PARK across the bottom rocker and on each side rocker will be a seahorse, each facing inward, on left leg. All silk screen color for these garments shall be in accordance with rank – Gold for Battalion Chief with "BATTALION CHIEF" printed above, Silver for Captain with "CAPTAIN" printed above and White for Firefighters.

PRICE: \$ 15

Sweatpants

Sweatpants, 9oz, 100% cotton, color navy blue (or equal). All gym shorts and sweatpants will have the Maltese cross logo with ASBURY across the top rocker, PARK across the bottom rocker and on each side rocker will be a seahorse, each facing inward, on left leg. All silk screen color for these garments shall be in accordance with rank – Gold for Battalion Chief with "BATTALION CHIEF" printed above, Silver for Captain with "CAPTAIN" printed above and White for Firefighters.

PRICE: \$ 25

*ALL PRICES ARE FOR YEAR 1 & 2
ONE**APPAREL****Silk-Screen Print (back)**

The back silk-screen of apparel items (sweatshirts and t-shirts) are to be two color. Outline is white and inner color is red. The top line "ASBURY PARK" is to be between 1.25" and 1.5" in overall height. The bottom line "FIRE" is to be 4" in height. The overall height of both the top and bottom line is not to exceed 6 inches. The artwork is to be pre-approved by the fire department. No exceptions.

PRICE: \$ N/A PRICE BUILT IN TO APPAREL PRICING**Sweatshirt**

Hanes Ultimate Cotton Crewneck, #F260, 10 oz sweatshirt, color navy blue with screen print on left chest and across the back.

Silk Screen printing on the left chest will be the Asbury Park FD Maltese Cross. Officers will have their respective title arched above - "BATTALION CHIEF" (gold), "CAPTAIN" (silver), "FIRE OFFICIAL" (silver), "FIRE INSPECTOR" (white) and "FIREFIGHTER" (white). The back of the shirt will have ASBURY PARK (top line) and FIRE (below) in red print with white outline. No exceptions

PRICE: \$ 24 mc**T-Shirts – Navy Blue**

Hanes Beefy-T, Style #5180, 6.1 oz 100% cotton, color navy blue with screen print on left chest and across the back.

Silk Screen printing on the left chest will be the Asbury Park FD Maltese Cross. Officers will have their respective title arched above - "BATTALION CHIEF" (gold), "CAPTAIN" (silver), "FIRE OFFICIAL" (silver), "FIRE INSPECTOR" (white) and "FIREFIGHTER" (white). The back of the shirt will have ASBURY PARK (top line) and FIRE (below) in red print with white outline. No exceptions

PRICE: \$ 15**T-Shirts – White**

Hanes Beefy-T, Style #5180, 6.1 oz 100% cotton, color white with screen print on left chest ONLY.

The left chest design is a Asbury Park Fire Department Maltese Cross logo with "BATTALION CHIEF" arched above. On white T-shirts, logo will be navy blue silk screen.

PRICE: \$ 12**Long Sleeve T-Shirts – Navy Blue**

Hanes Beefy-T, Style #5186, 6.1 oz 100% cotton, color navy blue with screen print on left chest and across the back. Same silk-screening specifications as the T-shirts.

PRICE: \$ 18

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

* ALL PRICES ARE FOR YEAR 1 & 2
(Dne)

Long Sleeve T-Shirts - White

Hanes Beefy-T, Style #5186, 6.1 oz 100% cotton, color white with screen print on left chest ONLY. Same silk-screening specifications as the White T-shirts.

PRICE: \$ 16

Polo Style Shirt – Navy Blue

Port Authority, Model K800, 6.5 oz. 100% Cotton, Short Sleeve, Color Navy

Port Authority, Model K800LS, 6.5 oz. 100% Cotton, Long Sleeve, Color Navy

Silk Screen printing on the left chest will be the Asbury Park FD Maltese Cross. Officers will have their respective title arched above - "BATTALION CHIEF" (gold), "CAPTAIN" (silver), "FIRE OFFICIAL" (silver), "FIRE INSPECTOR" (white) and "FIREFIGHTER" (white). The back of the shirt will have ASBURY PARK (top line) and FIRE (below, italics and larger) in red print with white outline. No exceptions

PRICE: \$ 35 (SS)

PRICE \$ 37 (LS) Dne

Polo Style Shirt – White

5.11 Tactical, Professional Polo, Short Sleeve, Style #41060, 6.8 oz. cotton pique, color white.

5.11 Tactical, Professional Polo, Long Sleeve, Style #42056, 6.8 oz. cotton pique, color white.

On the left chest will be embroidered the Asbury Park FD Maltese Cross, 3.5" x 3.5", and "BATTALION CHIEF" (gold stitch) arched above in ½" block caps. The right chest will have their first initial and last name and will be embroidered in ½" block caps – (ex. W. SMITH). The name embroidery will be gold stitch for Chief Officers. No exceptions

PRICE: \$ 48 (SS)

PRICE \$ 50 (LS) Dne

Mock Turtle Neck – Navy Blue

Port Authority, Style K321, 100% cotton, color navy blue, embroidery A.P.F.D. on left side. Embroidery color will be according to rank – Gold for Chiefs, Silver for Captains/Fire Official, Red for Firefighter/Fire Inspector.

PRICE: \$ 22 Dne

Mock Turtle Neck – White

Port Authority, Style K321, 100% cotton, color white, embroidery A.P.F.D. on left side. Embroidery color Gold for Chiefs.

PRICE: \$ 22 Dne

Water Rescue Board Shorts

Maui Rippers, Style #MR-LG. Heavy duty board shorts with triple stitch reinforcing and pocket. Embroidery (or patch) will be A.P.F.D. Maltese Cross, 3.5" x 3.5", on left leg. Color Red.

PRICE: \$ 38 Dne

Asbury Park Fire Department
2017 Uniform Specifications

* ALL PRICES ARE FOR YEAR 1 & 2 one

Belts

- Leather belt, style #6582-1, color black. Belt to be 1 ½" in height.
- Blackhawk Last Chance Belt, Style #41CQBK with D-ring

PRICE: \$ 15 Leather belt, style #6582-1

PRICE: \$ 32 Blackhawk Last Chance Belt, Style #41CQBK

Cap

- Yupoong Flex Fit style #6477, color navy blue baseball style hat, size S/M and L/XL with Asbury Park FD Maltese Cross logo embroidered or attached patch on front over brim.
- Port Authority style #C913, color navy blue baseball style hat, with hook & loop closure with Asbury Park FD Maltese Cross logo embroidered or attached patch on front over brim.

PRICE: \$ 15 Yupoong Flex Fit style #6477

PRICE: \$ 10 Port Authority style #C913

Woolie / Knit Hat

Port & Company Knit Cap, Style #CP90. 100% actylic, color navy blue. Embroidery will be A.P.F.D. with custom colors – white outline with red fill. 1.25" high.

PRICE: \$ 12 one

JACKETS / OUTERWEAR

Station Jacket

Gerber Outerwear Medix 3-in-1 Parka with Polar Fleece Liner, Part #GO-70MX

Left sleeve to have APFD shoulder patch. Right sleeve to have US Flag patch with blue field forward.

Patches to be centered and 1-inch below the shoulder-arm sleeve seam. "APFD" with heat press on back, reflective to match striping, letters to be 3" in height.

PRICE: \$ 245 one

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

* ALL PRICES ARE FOR YEAR 1 & 2
Dnc

Job Shirts

5.11, style #72314, quarter-zip Job Shirt with fade-resistant poly-cotton fleece, color Navy Blue. On the left chest will be embroidered the Asbury Park FD Maltese Cross. Officers will have their respective title arched above in ½" block caps – "BATTALION CHIEF" (gold stitch), "CAPTAIN" (silver stitch), "FIRE OFFICIAL" (silver stitch) and "FIRE INSPECTOR" (red stitch). The right chest will have their first initial and last name and will be embroidered in ½" block caps – (ex. W. SMITH). The name embroidery will be gold stitch for Chief Officers, silver stitch for Captains/Fire Official and red stitch for Firefighters/Fire Inspector. No exceptions.

PRICE: \$ 85 one

Denim Job Coat

Dickies Denim Blanket Lined Chore Coat, Style #3494 (or equivalent). Corduroy collar, button front, blanket lining. Jacket will have department patch sewn on left sleeve and US Flag (blue facing forward) on right sleeve. Patches to be centered and 1-inch below the shoulder-arm sleeve seam. On the left chest will be the rank patch and on right chest shall be embroidered first initial and last name (ex. W. SMITH), in ½" block caps, color according to rank. No exceptions.

PRICE: \$ 95

Quilted Job Coat

Game 1221-J quilted coat, 5 oz ploy-fill lining with thermal knit backing, wind resistant nylon Tafetta shell, 2 pockets, rib knit collar, color navy blue. Jacket will have department patch sewn on left sleeve and US Flag (blue facing forward) on right sleeve. Patches to be centered and 1-inch below the shoulder-arm sleeve seam. On the left chest will be the rank patch and on right chest shall be embroidered first initial and last name (ex. W. SMITH), in ½" block caps, color according to rank. No exceptions.

PRICE: \$ 65

Rain / Trench Coat

Anchor Trench Coat, Model # 761MT

Rain / Trench Coat for Class-A Uniform, color Navy Blue. Coat will have department patch sewn on left sleeve. Patch to be centered and 1-inch below the shoulder-arm sleeve seam.

PRICE: \$ 245

Asbury Park Fire Department
2017 Uniform Specifications

* ALL PRICES ARE FOR YEAR 1 & 2
ONE

BADGES

Asbury Park Badge Specifications

CHIEF OF DEPARTMENT (5 CROSSED HORNS)

Breast Badge:

F-25A (C.W. Nielsen) or #F141A (Smith & Warren)

Gold, Block Letters, Color Red (Enamel), Pin Back

Top Line: CHIEF

Center: 5 Crossed Bugles with Red Background

Bottom Line: ASBURY PARK

PRICE: \$ 48

Uniform Brass:

C188P

Uniform Shirt Collar Brass, Clutch/Pin-Post, Size 15/16"

Gold with 5 Crossed Bugles

PRICE: \$ 10

C102

Uniform Coat Brass, Clutch/Pin-Post,

Gold with 5 Crossed Bugles

PRICE: \$ 16

C102

Hat Badge, Post/Screw, Gold with 5 Crossed Bugles

PRICE: \$ 16

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

Asbury Park Fire Department
2017 Uniform Specifications

*ALL PRICES ARE FOR YEAR 1 & 2
(one)

DEPUTY CHIEF (3 CROSSED HORNS)

Breast Badge:

F-25A (C.W. Nielsen) or #F141A (Smith & Warren)

Gold, Block Letters, Color Red (Enamel), Pin Back

Top Line: DEPUTY CHIEF

Center: 3 Crossed Bugles with Red Background

Bottom Line: ASBURY PARK

PRICE: \$ 48

Uniform Brass:

C176P

Uniform Shirt Collar Brass, Clutch/Pin-Post, Size 15/16"

Gold with 3 Crossed Bugles

PRICE: \$ 10

C104

Uniform Coat Brass, Clutch/Pin-Post,

Gold with 3 Crossed Bugles

PRICE: \$ 16

C104

Hat Badge, Post/Screw, Gold with 3 Crossed Bugles

PRICE: \$ 16

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

Asbury Park Fire Department
2017 Uniform Specifications

* ALL PRICES ARE FOR YEAR 1 & 2
(One)

BATTALION CHIEF (2 CROSSED HORNS)

Breast Badge:

F-25A (C.W. Nielsen) or #F141A (Smith & Warren)

Gold, Block Letters, Color Red (Enamel), Pin Back

Top Line: BATT. CHIEF

Center: 2 Crossed Bugles with Red Background

Bottom Line: ASBURY PARK

PRICE: \$ 48

Uniform Brass:

C174P

Uniform Shirt Collar Brass, Clutch/Pin-Post, Size 15/16"

Gold with 2 Crossed Bugles

PRICE: \$ 10

C111

Uniform Coat Brass, Clutch/Pin-Post,

Gold with 2 Crossed Bugles

PRICE: \$ 16

C111

Hat Badge, Post/Screw, Gold with 2 Crossed Bugles

PRICE: \$ 16

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

Asbury Park Fire Department
2017 Uniform Specifications

* ALL PRICES ARE FOR YEAR 1 & 2
DME

CAPTAIN (2 HORNS)

Breast Badge:

F-25 (C.W. Nielsen) or #F141 (Smith & Warren)
Rhodium, Block Letters, Color Black (Enamel), Pin Back
Top Line: CAPTAIN
Center: 2 Bugles (side by side) with Silver Background
Bottom Line: ASBURY PARK

PRICE: \$ 48

Uniform Brass:

C182P
Uniform Shirt Brass, Clutch/Pin-Post, Size 15/16"
Rhodium with 2 Bugles (side by side)

PRICE: \$ 10

C110
Uniform Coat Brass, Clutch/Pin-Post,
Rhodium with 2 Bugles (side by side)

PRICE: \$ 16

C110
Hat Badge, Post/Screw, Rhodium with 2 Bugles (side by side)

PRICE: \$ 16

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

Asbury Park Fire Department
2017 Uniform Specifications

* ALL PRICES ARE FOR YEAR 1 & 2
one

FIREFIGHTERS (MALTESE CROSS)

Breast Badge:

F-25 (C.W. Nielsen) or #F141 (Smith & Warren)
Rhodium, Block Letters, Color Black (Enamel), Pin Back
Top Line: ASBURY PARK
Center: Raised Number on Silver Background
Bottom Line: FIRE DEPT.

PRICE: \$ 48

Collar Insignias:

C501M
"A.P." and "F.D."
Rhodium finish

PRICE: \$ 8⁵⁰

Cap Strap:

#M1603, Gold Capstap and FD Buttons for Chief Officers PRICE \$ 17 one
#M1603, Silver Capstap and FD Buttons for Captain and Fire Official
PRICE \$ 17 one

BADGE WALLETS

Tri-Fold Badge Wallet, Style BC105
Bi-Fold Recessed ID Wallet, Style BC153

PRICE: \$ 44 Tri-Fold Badge Wallet, Style BC105

PRICE: \$ 25 Bi-Fold Recessed ID Wallet, Style BC153

CLASS A ACCESSORIES

White Dress Gloves, Style #TO-A1051WM

PRICE: \$ 6

Mourning band for badge, Style #SW-M1604

PRICE: \$ 1⁵⁰

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

*ALL PRICES ARE FOR YEAR 1 & 2
one

HELMET FRONT PIECES

Firefighter:

Cairns & Brothers # F46P

FDNY front style with frame and insert, 6-inch for Cairns 1010 Helmet

- Genuine Leather
- Black Frame
- Black Panels
- White Lettering (inside panels)
 - TOP: "FIREFIGHTER"
 - BOTTOM: "A P F D"
- Black Insert
- White Sunken Numbers

PRICE: \$ 52

Captains:

Cairns & Brothers # F46P

FDNY front style with frame and insert, 6-inch for Cairns 1010 Helmet

- Genuine Leather
- White Frame
- White Panels
- Black Lettering (inside panels)
 - TOP: "CAPTAIN"
 - BOTTOM: "A P F D"
- White Insert
- Sunken Numbers
 - Black or Red

PRICE: \$ 40

Battalion Chief:

Paul Conway 6" Gold Leaf Front, for Cairns 1010 Helmet

- Same design as existing Battalion Chief front

PRICE: \$ 145

Deputy Chief:

Paul Conway 6" Gold Leaf Front, for Cairns 1010 Helmet

- Same design as existing Deputy Chief front

PRICE: \$ 145

*Ashbury Park Fire Department
2017 Uniform Specifications*

* ALL PRICES ARE FOR YEAR 1 & 2
(DME)

Chief of Department:

Paul Conway 6" Gold Leaf Front, for Cairns 1010 Helmet

- Same design as existing Chief front

PRICE: \$ 145

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

Asbury Park Fire Department
2017 Uniform Specifications

*ALL PRICES ARE FOR YEAR 1 & 2
ONE

SCHEDULE B

Eye Protection, Ascend, exceeds ANSI Z87.1 -2003 safety standard, Part #52016

PRICE: \$ 90 ONE

Eye Protection, Shear, exceeds ANSI Z87.1 -2003 safety standard, Part #52013

PRICE: \$ 90 ONE

Eye Protection, Safety Glasses, ANZI Z87.1-2010, Clear, Part #5JE24

PRICE: \$ 850

Eye Protection, Safety Glasses, ANZI Z87.1-2010, Clear, Part #4VCD5

PRICE: \$ 650

Hearing Protection, Ear Plugs with cord, NRR, Part #4T151

PRICE: \$ 350

Hearing Protection, Ear Muffs, 26dB, Yellow, Part #2AAG4

PRICE: \$ 25

Knee Pads, Flat Foam Padding, Part # G-5DYP0

PRICE: \$ 32

Traffic Safety Vest, ANSI Expandable 5-Point Break-Away Vest, part # PR-LV2-PSV-SNT

PRICE: \$ 12

Streamlight Survivor LED Flashlight, no charger, color orange, Part #90500

PRICE: \$ 93 ONE

Streamlight Survivor LED Flashlight, AC/DC charger, color orange, Part #90503

PRICE: \$ 136

Streamlight Survivor Replacement Bulb, Part #90314

PRICE: \$ 6 ONE

Streamlight Survivor Replacement Battery, Part #90130

PRICE: \$ 33

Streamlight Fire-Vulcan LED Flashlight, Part #44450

PRICE: \$ 135

Streamlight Fire-Vulcan LED Replacement Bulb, Part #44610

PRICE: \$ 30

Streamlight Fire-Vulcan Replacement Bulb, Part #45901

PRICE: \$ 6

Streamlight Fire Vulcan Replacement Battery, Part #44007

PRICE: \$ 25

Streamlight Vantage Helmet Light, Part #69147

PRICE: \$ 105

Streamlight Vantage Replacement Lithium Battery, Part #85175

PRICE: \$ 150

Battery Cutters, Nippers, #FHU-NIPPERS

PRICE: \$ 12

Shove Knife, Part #FHU-SK-6

PRICE: \$ 5

ARK Auto Rescue Kit, Part #FHU-ARK

PRICE: \$ 20

Deluxe Rubber Helmet Strap, Part #99075

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

Asbury Park Fire Department
2017 Uniform Specifications

*ALL PRICES ARE FOR YEAR 1 & 2
(ONE)

PRICE: \$ 2

Door/Sprinkler Wedge Pack, Part #VY-HW-YL4

PRICE: \$ 7

Wood Door Wedge, Part #WDC

PRICE: \$ 2

6 Function Rescue Tool, Part #CL-87

PRICE: \$ 40

Unlimited Folding Spanner Wrench, Part #UFS

PRICE: \$ 12

Mini Auto Escape Tool, Part #RQ-RQM

PRICE: \$ 8

Snap Pull Window Punch, Part #ZT57K

PRICE: \$ 8⁵⁰

Kutmaster Knife, Part # KUT-91-1830

PRICE: \$ 10

Fat Ivan brand Door Chock, Part #NC-FATIVAN

PRICE: \$ 14

Firefighter Lockback Knife, color black, Part #SKFIRE

PRICE: \$ 4

40' Kevlar Rope Search/Slide Kit with carabiner and bag, Part #PSL-406M

PRICE: \$ 125

6mm Kevlar over Polyester Rope, Part #RIT-ROPE-KP-14

PRICE: \$ 1.65

Tubular Webbing, 1-inch, 30-feet, Part #WEB-30

PRICE: \$ 8

Carabiner XL Steel, Locking D, Part #SM20003N

PRICE: \$ 32

Carabiner, 1/2" Steel Gold Screw Lock, NFPA, Part #OP12S78LNFP

PRICE: \$ 30

Carabiner, 1/2" Steel Standard D Screw Lock, NFPA, Part #OP12S58LNFP

PRICE: \$ 25

PMI CS Tech Class 3 Harness, Part #SG51156

PRICE: \$ 240

Blue Tooth ear piece, Motorola #NTN2570

PRICE: \$ 285

Motorola D-Style receive only earpiece with plug, part # PMLN4620

PRICE: \$ 20

Leather Radio Case for APFD Spec Radio, Part #PRC (Motorola APX6000)

PRICE: \$ 35

Radio Strap, Part #BL-6543R

PRICE: \$ 25

Radio Strap Keeper (Reflective)

PRICE: \$ 12

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

Asbury Park Fire Department
2017 Uniform Specifications

* ALL PRICES ARE FOR YEAR 1 & 2 one

Firemen's Shield, BBP Rescue Glove, Part #FS-BBP

PRICE: \$ 55 one

Rope Rappel Leather Gloves, Part #PMI-GL2200

PRICE: \$ 36 one

Mechflex MX-56 Mechanics/Utility Gloves, SGA-MX56

PRICE: \$ 18 one

Glove Strap, Style #343-GSB-3

PRICE: \$ 5

SCBA Mask Bag, Color Black, Style #343-MASK

PRICE: \$ 20

Supersize Gear Bag, 7,200 cubic inches, color Red, Part #RB-200MC-XXX

PRICE: \$ 85 one

MABAS Team Bag, color Black, Part #EP225

PRICE: \$ 85 one

PREP Personal Rescue Equipment Pak, Part #EP304

PRICE: \$ 120 one

Cairns Helmet Replacement Headband and Ratchet Liner, Part #MSA-LK27P

PRICE: \$ 30

Cairns Chin Strap, Style #MSA-C922P

PRICE: \$ 41

Eagle Front Holder, Style #LIB-026

PRICE: \$ 30

Bourkes Eye Shields, Clear, Style #GSP-BOURKE-CLEAR

PRICE: \$ 40

Rubber ¾ hip boots, felt lined

PRICE: \$ 230 one

Thorogood Hellfire Rubber Firefighter Boot, Part #807-6003

PRICE: \$ 125

DaFins Lifeguard Red-Yellow Fins

PRICE: \$ 50

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

PHONE: (732) 775 - 2100
FAX: (732) 775 - 0441



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

MICHAEL CAPABIANCO, CITY MANAGER

CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM

I hereby certify that there have been no prior or pending ethics complaints against myself and/or any member of ALL HANDS FIRE EQUIPMENT (name of firm/company).

If any prior or pending ethics complaints exist, please cite below.

1. N/A
2. _____
3. _____

I hereby certify that the foregoing statements made by me are true.

Signature: *Donald M. Colarusso* Date: 07/28/2017

Name: DONALD M. COLARUSSO

Title: PRESIDENT

Name of Firm: ALL HANDS FIRE EQUIP

Address:

7 THIRD AVENUE
NEPTUNE CITY NJ
07753

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

Instructions to Bidders and Statutory Requirements

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications. (Please See Attachment II.)
- B. Sealed bids will be received by the designated representative on Thursday, August 3, 2017 at the time of 10:00 am in the Manger's Conference Room (second floor), One Municipal Plaza, Asbury Park, NJ as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the bid/contract title.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
 - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid documents:

☐ A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid. (Please See Attachment IX.)

☐ B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety form shall result in rejection of the bid. (Please see Attachment X.)

☐ C. PERFORMANCE BOND

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

☐ D. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

☐ E. MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed _____% of the project costs guaranteeing against defective quality of work or materials for the period of:

_____ 1 year

_____ 2 years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

III. INTERPRETATION AND ADDENDA

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

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

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

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

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders:

X A Pre-Bid Conference is not required for this bid.

~~A pre-bid conference for this proposal will be held on _____~~

~~Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.~~

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION

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

A. INSURANCE REQUIREMENTS

☒ 1. Worker's Compensation Insurance

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

☒ 2. General Liability Insurance

Combined Single Limit Liability – Occurrence Form
 \$1,000,000.00 Each Occurrence Limit
 \$2,000,000.00 Aggregate Limit

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

☐ 4. Other Forms of Insurance Required

B. CERTIFICATES OF THE REQUIRED INSURANCE

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

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

☒ **C. INDEMNIFICATION**

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract unless specified.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A of this bid specification.

1. Goods and Services (including professional services) Contracts

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

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

2. Maintenance/Construction Contracts **NOT APPLICABLE FOR THIS**

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

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

☐ E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

□ F. PREVAILING WAGE ACT

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

□ G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

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

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

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

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

☒ H. NON-COLLUSION AFFIDAVIT

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

Please see Attachment VII.

☒ I. ETHICS STATEMENT

A letter on letter head stating if there are any ethics violations pending

City of Asbury Park
BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Stockholder Disclosure Certification	DME
☒	Non-Collusion Affidavit	DME
☒	Bid Proposal Form	DME
	References	
	Status of Present Contracts	
☒	Bid Guarantee (with Power of Attorney for full amount of <i>Bid</i> Bond)	DME
	Public Works Contractor Certificate	
	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
☒	Mandatory Affirmative Action Language	DME
	Prevailing Wage	
☒	Americans with Disabilities Act of 1990 Language	DME
☒	Proof of Business Registration	DME
☒	Letter of Federal Affirmative Action Plan Approval, Certificate of Employee Information Report or Employee Information Report Form AA302	DME

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

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

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

Solicitation Number: NABidder/Offeror: ALL HANDS FIRE EQUIPMENT**PART 1: CERTIFICATION**

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

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

PLEASE CHECK THE APPROPRIATE BOX:

- ☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

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

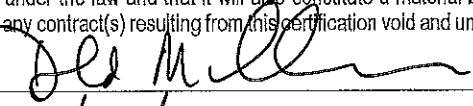
PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN –

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

Name: _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____ Anticipated Cessation Date _____	
Bidder/Offeror Contact Name _____ Contact Phone Number _____	

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

Full Name (Print): DONALD M. COLARUSSO Signature: Title: PRESIDENT Date: 07/28/2017Name of Company: ALL HANDS FIRE EQUIPMENT City/State/Zip: NEPTUNE CITY NJ 07753

To be completed, signed below & returned with proposal.

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)



ALL HANDS[®]

FIRE EQUIPMENT & TRAINING

Mailing Address: PO Box 1245 • Wall, NJ 07719
Store / Training Center: 7 Third Avenue • Neptune City, NJ 07753

Phone (888) 681-1009
Fax (888) 681-0031

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

July 28, 2017

ETHICS STATEMENT

To Whom It May Concern:

There are no ethics violations pending that involve All Hands Fire Equipment LLC or its members.

Respectfully,

Donald M. Colarusso
President

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

STATE OF NEW JERSEY Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08695

The partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

ALL HANDS FIRE EQUIPMENT, L.L.C.
7 THIRD AVENUE
NEPTUNE NJ 07753

Tax Registration No.: **XXX-XXX-638/000**

Tax Effective Date: **01-01-04**

Document Locator No.: **C0000089682**

Date Issued: **05-22-14**

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

ALL HANDS FIRE EQUIPMENT, L.L.C.

ADDRESS:

7 THIRD AVENUE
NEPTUNE NJ 07753

EFFECTIVE DATE:

02/25/04

TRADE NAME:

SEQUENCE NUMBER:

1045757

ISSUANCE DATE:

05/22/14

Director
New Jersey Division of Revenue

FORM-BRC

184-081-B205846V

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 41415

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-FEB-2015

to 15-FEB-2022

ALL HANDS FIRE EQUIPMENT, L.L.C.
506 ATKINS AVE.
NEPTUNE

NJ 07753

Andrew P. Sidamon-Erist
State Treasurer

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business ALL HANDS FIRE EQUIPMENT, LLC

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☒ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: DONALD COLARUSSO

Home Address: 46 RIVERVIEW AVE
NEPTUNE CITY NJ 07753

Name: SCOTT COLARUSSO

Home Address: 30 CATTANO AVE
MORRISTOWN, NJ 07960

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Subscribed and sworn before me this 31st day of

July, 2017

(Notary Public)

My Commission expires:

[Signature]

(Affiant)

DONALD M. COLARUSSO

(Print name & title of affiant) PRESIDENT

(Corporate Seal)

TARA IRENE GRECO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/1/2020

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of MONMOUTH

ss:

I, DONALD M. COLARUSSO residing in
NEPTUNE CITY

(name of affiant)

in the County of MONMOUTH and State of
NEW JERSEY of full age, being duly sworn according to law on my oath depose and
say that:

I am PRESIDENT of the firm of ALL HANDS
(title or position) (name of firm)

FIRE EQUIPMENT LLC the bidder making this Proposal for the bid

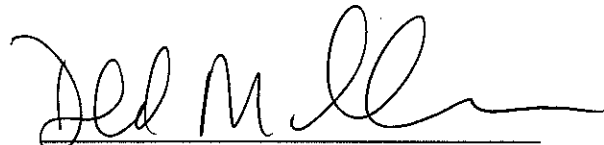
entitled FIRE DEPT UNIFORMS, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding
in connection with the above named project; and that all statements contained in said proposal
and in this affidavit are true and correct, and made with full knowledge that the CITY OF
ASBURY PARK ~~INC~~ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

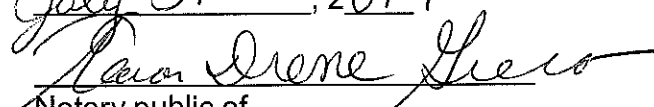
I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established commercial or
selling agencies maintained by ALL HANDS FIRE EQUIPMENT LLC.

Subscribed and sworn to

before me this day


Signature

DONALD M. COLARUSSO
(Type or print name of affiant under signature)

July 31st, 2017

Notary public of

My Commission expires TARA IRENE GRECO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/1/2020

(Seal)

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

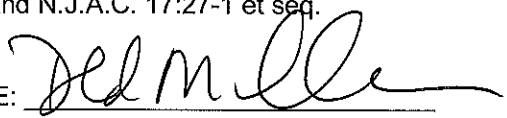
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: ALL HANDS FIRE EQ

SIGNATURE: 

PRINT NAME: DONALD M. COLARUSSO

TITLE: PRESIDENT

DATE: 7/31/2017

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken

without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

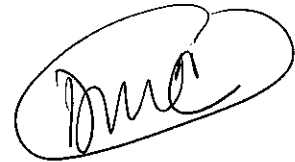
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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



DONALD M. COLARUS

ALL HANDS FIRE EQUIPMENT
P.O. Box 1245 • Wall, NJ 07711
Ph (888) 681-1009 Fax (888) 681-1009
www.allhandsfire.com

07/31/2017

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

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


DONALD M. COLARUSSO

ALL HANDS FIRE EQUIPMENT
P.O. Box 1245 • Wall, NJ 07719
Ph (888) 681-1009 Fax (888) 681-0031
www.allhandsfire.com

07/31/2017

Attachment: Fire Department Clothing (2017-259 : Award of a contract to provide fire department uniforms)

**RESOLUTION NO. 2017-260**

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

**AWARD A CONTRACT TO THE AMBIENT GROUP FOR IMPACTED SOIL
REMOVAL**

WHEREAS, the City of Asbury Park received and open bids for the project entitled, “Impacted Soil Removal Project, Turf Club Residences, Springwood Ave” on Tuesday, July 25, 2017 at 11:00 AM; and

WHEREAS, the City Manager/Temporary Purchasing Agent has reviewed the bids and is recommending award to The Ambient Group LLC (Ambient) in an amount not-to-exceed \$310,900.00; and

WHEREAS, the project engineer has reviewed the bid of Ambient and has determined that the costs are acceptable; and

WHEREAS, the City through its designated project LSRP for this site shall prepare and submit an application to the New Jersey Department of Environmental Protection (DEP) and the New Jersey Economic Development Authority (EDA) a grant to the Hazardous Discharge Site Remediation Fund (HDSRF); and

WHEREAS, the Redevelopment and Land Disposition Agreement (Agreement) adopted by City Council in June 2016 between the City and Interfaith Neighbors LLC (Interfaith) states that a \$50,000.00 credit shall be applied for investigation and remediation of the site:

Remediation Credit: A credit towards the Purchase Price, not to exceed \$50,000.00 equal to the actual costs and expenses incurred by Redeveloper or an Owner Entity, if any, in connection with the Investigation and Remediation of the Property; *provided*, that neither grants nor other

third party funds that do not require repayment or reimbursement by Redeveloper, nor the cost of construction of Project Improvements that may serve as engineering controls or otherwise satisfy Remediation requirements, shall be included in calculating the amount of the Remediation Credit.

WHEREAS, the bid of Ambient and the City's review of the bids shall be attached to this Resolution; and

WHEREAS, the City Manager is hereby authorized to sign any and all paperwork with the award and the City Clerk shall advertise the award as per law; and

WHEREAS, the CFO has Certified the Availability of Funds in account(s) 7-01-20-165-000-209; G-02-43-873-017-200 and G-02-43-871-016-218; the maximum dollar value of the pending contract is as set forth in the resolution; and

WHEREAS, Interfaith has advise the City that the project shall be renamed "Parkview AP" and reference to the "Turf Club" is historical in nature and for document reference.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, County of Monmouth and State of New Jersey that a contract shall be awarded to The Ambient Group LLC for the project entitled, "Impacted Soil Removal Project, Turf Club Residences, Springwood Ave" of \$310,900.00; and

BE IT FURTHER RESOLVED that the City shall apply for a HDSRF grant with the New Jersey Department of Environmental Protection; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the contract for the Project

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

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

NO. 2017-260 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2017

CERTIFIED BY ME THIS 9th DAY OF August, 2017.

CINDY A. DYE
CITY CLERK

Bid Tabulation for the City of Asbury Park
Bid: Impacted Soil Removal Project Turf Club Residences Springwood Ave
Bid Opening: Tuesday, July 25, 2017 at 11:00 AM

Respondent:	Amount:	Paperwork Complete? (Only 3 lowest reviewed)
Ambient Group	\$310,900.00	Yes
Vollers	\$347,116.00	Yes
Enterprise Network Resolution	\$355,280.00	Yes
Renuva	\$358,168.84	Not reviewed
SHORE Systems	\$363,755.00	Not reviewed
Active Environmental Technologies	\$391,925.00	Not reviewed
EarthWorks	\$461,900.00	Not reviewed
Hudson Valley Environmental	\$470,517.30	Not reviewed
A&J Construction	\$472,350.00	Not reviewed
Control Industries	\$486,593.00	Not reviewed
CVVC	\$554,040.00	Not reviewed
TR Weniger	\$559,800.00	Not reviewed
GWS Contractors	\$582,525.00	Not reviewed
L&L Paving Company	\$587,143.50	Not reviewed
Yannuzzi Group	\$793,399.00	Not reviewed

Award Recommendation:
The Ambient Group

Attachment: Bid Tabulation.Turf Club (2017-260 : Award a contract tot the ambient group for impacted soil removal)



CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

BID DOCUMENTS FOR
IMPACTED SOIL REMOVAL PROJECT
TURF CLUB RESIDENCES
SPRINGWOOD AVENUE
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

CITY COUNCIL
John Moor, Mayor
Amy Quinn, Deputy Mayor
Yvonne Clayton
Jesse Kendle
Eileen Chapman

BID DUE DATE: Tuesday, July 25, 2017, at 11:00 AM

CONSTRUCTION PLANS & TECHNICAL SPECIFICATIONS PREPARED BY:

Environmental Consultant:

Lewis Consulting Group, Inc.
2517 Highway 35
Building P, Suite 202
Manasquan, NJ 08736
PH: (732) 276-2420
FX: (732) 276-9589
EMAIL: info@lwg-online.com

Alan J. Krohn, LSRP
Senior Environmental Scientist
License # 591425

Engineering Consultant:

Grant Engineering & Construction Group, LLC
2517 Highway 35
Building P, Suite 202
Manasquan, NJ 08736
Ph: 732-705-7373
Fx: 732-377-8612
Email: clientservices@grantecg.com
Certificate of Authorization #: 24GA28146200

Brian Grant, P.E., C.M.E., P.W.M.
Principal
NJPE License # 42845

Attachment: Turf Club Response - Ambient (2017-260 : Award a contract tot the ambient group for impacted soil removal)

BASE BID **TURF CLUB IMPACTED SOIL REMOVAL PROJECT**
(SPRINGWOOD AVENUE, ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY)

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	MOBILIZATION	1	LS	\$ <u>14,000</u>	\$ <u>14,000</u>
	Write <u>Lump Sum</u> Bid:	<u>FOURTEEN THOUSAND DOLLARS</u>			
2.	CLEARING SITE, ACCESS, MAINTENANCE AND PROTECTION OF VEHICULAR & PEDESTRIAN TRAFFIC	1	LS	\$ <u>2,000</u>	\$ <u>2,000</u>
	Write <u>Lump Sum</u> Bid:	<u>TWO THOUSAND DOLLARS</u>			
3.	UNCLASSIFIED SOIL EXCAVATION & OFFSITE DISPOSAL OF CONTAMINATED SOILS	3,750	TONS	\$ <u>47.</u>	\$ <u>176,250.</u>
	Write <u>Variable Quantity</u> Bid:	<u>FORTY SEVEN DOLLARS PER TON</u>			
4.	FURNISH & INSTALL CERTIFIED CLEAN BACKFILL	3,750	TONS	\$ <u>29.</u>	\$ <u>108,750.</u>
	Write <u>Variable Quantity</u> Bid:	<u>TWENTY NINE DOLLARS PER TON</u>			
5.	TOPSOIL, 4" THICK PER NJDOT SECTION 917.01	1,100	SY	\$ <u>8.</u>	\$ <u>8,800.</u>
	Write <u>Variable Quantity</u> Bid:	<u>EIGHT DOLLARS PER SY</u>			

Item	Description	Estimated Quantity	Unit	Unit Price	Amount
6.	GRADING AND SEEDING, TYPE A-3 SEED MIXTURE, PER NJDOT SECTION 806	1,100	SY	\$ 1.	\$ 1,100.

Write Variable Quantity Bid

ONE DOLLAR PER SY

TOTAL AMOUNT: BASE BID (Items 1 through 6)

\$ 310,900.00

WRITE TOTAL AMOUNT: BASE BID (Items 1 through 6)

THREE HUNDRED TEN THOUSAND, NINE HUNDRED
DOLLARS

ALL CORRECTIONS, WHITE-OUTS, DELETIONS STRIKING OF TYPE, OR OTHER FORMS OF ALTERATIONS OR THE APPEARANCE OF ALTERATION TO UNIT/AND OR TOTAL PRICES MUST BE INITIALED IN INK BY THE VENDOR.

THE UNDERSIGNED IS An (INDIVIDUAL) (CORPORATION) (PARTNERSHIP)

UNDER THE LAWS OF THE STATE OF

New Jersey

HAVING ITS PRINCIPAL OFFICE AT

222 THIES RD., SEWELL, NJ 08081

THE AMBIENT GROUP, LLC

COMPANY NAME

20-8123631
FEDERAL I.D. OR SOCIAL SECURITY #

222 THIES RD., SEWELL, NJ 08080

ADDRESS

SERGIO CARDOZO

PRINT NAME

PRESIDENT

TITLE

SIGNATURE OF AUTHORIZED AGENT

DATE

7/18/17

856-582-1765

TELEPHONE NO

856-582-2114

FAX NO.

IMPORTANT NOTICE TO BIDDERS
BIDDER'S FINAL CHECK SHEET (N.J.S.A.40A:11-23.2)
THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH THE BID.

FAILURE TO PROPERLY COMPLETE THESE DOCUMENTS AND FORWARD SAME WITH BID MAY BE GROUNDS FOR REJECTION.

<u>Item #</u>	<u>Description</u>	<u>Submit with Bid</u>	<u>Initial</u>
1.	THE PUBLIC WORKS CONTRACTOR CERTIFICATE pursuant to the Public Works Contractor Registration Act P.L. 1999, C. 238, N.J.S.A. 34:11-56.48 ET SEQ. (Contractor and Prime Sub- Subcontractors)	☒	SC
2.	BID GUARANTEE (AS REQUIRED BY N.J.S.A.40A:11-21)	☒	SC
3.	CERTIFICATE OF SURETY (PURSUANT TO N.J.S.A:11-22)	☒	SC
4.	GUARANTEE/WARRANTY - For Equipment Supply and Installation Contracts Only (I-9)	☐	
5.	LIQUIDATED & SPECIAL DAMAGES	☒	SC
6.	NJ BUSINESS REGISTRATION CERTIFICATE (Contractor and Prime Sub-Subcontractors)	☒	SC
7.	SIGNED BID REQUIREMENTS	☒	SC
8.	DISCLOSURE STATEMENT	☒	SC
9.	OWNERSHIP STATEMENT COMPLIANCE FORM, PUBLIC LAW 1977 CHAPTER 33 (PURSUANT TO N.J.S.A.52:25-24.2)	☒	SC
10.	NON-COLLUSION AFFIDAVIT (This form must be notarized)	☒	SC
11.	CONTACT PERSON	☒	SC
12.	AMERICAN W/DISABILITIES ACT OF 1990, APPENDIX A	☒	SC
13.	AFFIRMATIVE ACTION, EXHIBIT B MANDATORY LANGUAGE (PURSUANT TO N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27)	☒	SC
14.	SPECIFICATIONS (with environmental reports and area diagram)	☐	
15.	BID PRICE FORM	☒	SC
16.	IDENTIFICATION OF SUB-CONTRACTORS (N.J.S.A.40A:11-16)	☒	SC
17.	ADDENDUM RECEIPT (N.J.S.A.40A:11.23.1, 2, 3) (IF APPLICABLE)	☒	SC
18.	EXPERIENCE FORMS	☒	SC
19.	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	☒	SC
20.	CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM	☒	SC
21.	SAMPLE CONTRACT FOR REVIEW	☐	

NOTICE TO BIDDERS

The City of Asbury Park, New Jersey shall receive sealed bids at the Office of the City Clerk, One Municipal Plaza, Asbury Park, New Jersey 07712 until **11:00 A.M.** prevailing time **Tuesday, July 25, 2017** and then publicly opened, and read aloud in the Council Chambers for the following: Bid Title.

Impacted Soil Removal Project, Turf Club Residences, Springwood Avenue

Bids and specifications and related materials may be obtained from Office of the City Clerk, One Municipal Plaza, Asbury Park, New Jersey 07712 Tel: 732-502-5720.

Bids must be submitted on the standard Proposal Form provided by the City of Asbury Park in the manner designated therein, and must be enclosed in a sealed envelope bearing the title of the bid, name, and address of the bidder on the outside; addressed to Cindy A. Dye, RMC/CMR, City Clerk, and delivered to the above address at the date and time set at the place herein. The City of Asbury Park is not responsible for any hand delivered or the third party delivered bids which do not arrive at the proper time or location. Any such bid will be returned unopened to the vendor.

All documents contained in this package must be returned to the City of Asbury Park in their original form. No substitutions, alterations, or modifications of any of the bid documents are permitted.

A person bidding on a contract for the erection, alteration or repair of a public building, structure, facility or another improvement to real property, the total price of which exceeds \$100,000.00 shall furnish a guarantee as provided for herein. The guarantee shall be in the amount of 10% of the bid, but not in excess of \$20,000.00, except as otherwise provided herein, and may be given at the option of the bidder, by certified check, cashier's check or bid bond As per N.J.S.A.40A:11-21 et seq.

It is required that the bid guarantee must be accompanied by a surety company certificate (known as a Consent of Surety) duly authorized to do business in this State and satisfactory to the City of Asbury Park, stating that such surety company will provide the bidder with a guarantee bond or other surety as a guarantee indemnification. **Failure to include this item will mandate rejection of a bid.**

The City of Asbury Park requires that a bidder awarded a contract, which exceeds \$29,000.00 submit a Performance Bond in the full amount of the award from a Company doing business in the State of New Jersey. This bond shall be made to the City of Asbury Park and shall be held as security for the performance of the construction period from notice to proceed to completion of the project. The Performance Bond shall be submitted within ten (10) days of the date of the award letter. **Failure to submit Performance Bond shall be cause for declaring the contract null and void pursuant to N.J.S.A.40A:11-22.**

Bidders must comply with regulations of the "New Jersey Local Public Contract Law", Affirmative Action regulations P.L. 1975, c127. (N.J.A.C. 17.27), the New Jersey Prevailing Wage Act 12:60-1 et seq. P.L.1963, chapter 150 (N.J.S.A.34:11-56-1 et. seq. and N.J.S.A.34:11-56.25 et. seq.) and the New Jersey Contractor Business Registration Act N.J.S.A.52:32-44(P.L.2004, c57)

Prior to awarding a contract, the City of Asbury Park will investigate apparent low bidders for any delinquent taxes or other Municipal charges including but not limited to sewer charges, demolition liens, etc. owed to any City of Asbury Park property by said proposed vendor or its principals.

Any such delinquent taxes or other Municipal charges would disqualify such bidders from bidding on or being awarded a City contract.

The City Council of the City of Asbury Park reserves the right to consider bids for sixty (60) days after receipt thereof, and further reserves the right to reject any and all bids, waive informalities, and make such awards or take action as may be in the best interest of the City of Asbury Park.

THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A.34:11-56.48 et. seq. requires that a general or prime contractor and any listed subcontractors names in the contractor's bid proposal shall possess a current and valid certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of the contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to physically starting work on the job. Bidders may contact the following office for registration application forms or questions on this compliance: Contractor Registration Unit, NJ Department of Labor, Division of Wage & Hour Compliance, P.O. Box 389, Trenton NJ 08625-0389, Telephone 609.292.9464.

Bidder must not submit bid with qualifying conditions or provisions

INSTRUCTIONS TO BIDDERS

The City of Asbury Park, New Jersey shall receive sealed bids at the City Clerk, One Municipal Plaza, Asbury Park, New Jersey 07712 until **11:00 A.M.** prevailing time, **Tuesday, July 25, 2017**, and then publicly opened, and read aloud in the Council Chambers for the following: Bid Title

Impacted Soil Removal Project, Turf Club Residences, Springwood Avenue

Specifications and other related materials may be obtained by mail or in person from the City Clerk, One Municipal Plaza, and Asbury Park, New Jersey 07712 during business hours from 9:00 AM to 5:00 PM. Bids must be submitted with the forms supplied in a sealed envelope clearly marked with the name of the bid; bearing the name and address of the bidder and addressed to Cindy A. Dye, RMC/CMR, City Clerk, One Municipal Plaza, Asbury Park, New Jersey 07712. The City of Asbury Park is not responsible for any hand delivered or the third party delivered bids which do not arrive at the proper time or location. Any such bid will be returned unopened to the vendor.

No substitutions, alterations, or modifications of any of the original bid documents are permitted. Bids must be received either in person at the hour designated in this advertisement, or previously thereto by delivery or by mail to the Division of Purchasing, City Hall, 155 Market Street, Asbury Park, New Jersey 07712.

The bid must be accompanied by a statement setting forth the names and addresses of all stockholders in a Corporation or partners in a partnership or members of a limited Liability Company (L.L.C.) who own ten percent (10%) or greater interest therein.

The City of Asbury Park requires that a bidder must submit with his bid a bid guarantee in the amount of ten percent (10%) of the bid in the form of a bid bond, certified check, or cashier's check, in no case, shall the bid guarantee exceed \$20,000.00.

It is required that the bid guarantee must be accompanied by a surety company certificate (known as a Consent of Surety) duly authorized to do business in this State and satisfactory to the City of Asbury Park, stating that such surety company will provide the bidder with a performance bond or other surety as a guarantee indemnification. **Failure to include this item will mandate rejection of a bid.**

The City of Asbury Park requires that a bidder awarded a contract, which exceeds \$29,000.00 submit a Performance Bond in the full amount of the award from a company doing business in the State of New Jersey. This bond shall be made out to the City of Asbury Park and shall be held as security for the performance of the construction period from notice to proceed to completion of the project. The Performance Bond shall be submitted within ten (10) days of the date of the award letter. **Failure to submit a performance bond shall be cause for declaring the contract null and void pursuant to N.J.S.A.40A:11-22.**

A person bidding on a contract for the erection, alteration or repair of a building, structure, facility or another improvement to real property, the total price of which exceeds \$100,000.00 shall furnish a certificate from a surety company, as provided for herein. A contracting unit may provide that a person bidding on any other contract shall furnish a certificate from a surety company, as provided for herein. Pursuant to N.J.S.A.40A:11-22.a et seq.

Failure to provide any of the above-mentioned forms of performance guarantee will result in the vendor forfeiting the contract.

Following receipt of bids, the City Clerk along with the Department Head or Designee shall review said bids and recommend to the Municipal Council either rejection of the bid(s) or award to the lowest responsible bid.

The bid must be accompanied by all documents required by the conditions and specifications for submitting a bid. Bidders are required to comply with requirements of P.L. 1975, c.127. (N.J.A.C. 17:27 et seq.)

The City Council of the City of Asbury Park reserves the right to consider the bids for sixty (60) days after receipt thereof; and further reserves the right to reject all bids, waive informalities, and make such awards or take action as may be in the best interest of the City of Asbury Park.

SCOPE: These re-bid specifications cover the furnishing and delivery of the following services and/or equipment:

1. Base Bid Construction Services:

- 1.1. Remove and dispose of environmentally impacted soil as directed by Owner and/or Owner's Environmental Representative;
 - 1.2. Remove and dispose of all foundations and other material/debris within the area identified for excavation by Owner and/or Owner's representative.
 - 1.3. Furnish and install Certified clean fill for excavated areas;
 - 1.4. Furnish and install, topsoil, fertilizer, seeding, above clean fill for all excavated areas. Grade to match pre-removal site contours.
2. All contract work will be subject to one (1) year maintenance bond from the date of Substantial Completion, as determined by Owner and/or Owner's onsite Construction representative.

TERM OF CONTRACT: Notice to Proceed + 1 month. Notice to Proceed shall be issued upon to the lowest responsible bidder upon Owner review and approval of the following Contractor submission:

- Performance and Payment Bond;
- Contractor Certificates of Insurance;
- Executed copies of contract by Contractor;
- Contractor's Construction Schedule
- Receipt of all required permits which may include dumpster permit (to be obtained by contractor), and road closure permits (to be obtained by Contractor)

STATE LAWS: Attention is called to the following State Laws, Revised Statutes, Title 34: 11-56.25 et seq., which provides, among other things that in the performance of the work furnishing of materials under this Contract, mechanics, workers and laborers who are engaged in such work shall work no more than eight (8) hours in one day, in accordance with said Statutes. Also by the provisions of Chapter 127, Laws of New Jersey, prohibiting discrimination by reason of race, color, creed, national origin or ancestry, etc., and the successful bidder is bound to observe said law.

WAGE RATES: It is the sole responsibility of the successful bidder to comply with all Federal, State and Local statutes concerning salaries and wages. It shall be the privilege of the City of Asbury Park to inspect the payroll records of the contractor as may be deemed necessary. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., P.L. 1963, Chapter 150, are hereby made a part of every contract entered into by the City of Asbury Park except those contracts which are not within the contemplation of the Act; and the bidder's signature on his BID is his guarantee that neither he or any other subcontractors he might employ to perform the work covered by this BID are listed or are on record in the Office of the Commissioner of the New Jersey State Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this Act. **The current prevailing wage threshold is \$15,444.00.**

BID GUARANTEE: A person bidding on a contract for the erection, alteration or repair of a public building, structure, facility or another improvement to real property, the total price of which exceeds \$100,000.00 shall furnish a guarantee as provided for herein. A contracting unit may provide that a person bidding on any other contract, advertised in accordance with law, shall furnish a guarantee as provided for herein. The guarantee shall be payable to the contracting unit so that if the contract is awarded to the bidder, the bidder will enter into a contract therefore and will furnish any performance bond or other security required as a guarantee of indemnification. The guarantee shall be in the amount of ten percent (10%) of the bid, but not in excess of \$20,000.00, except as otherwise provided herein, and may be given at the option of the bidder, by certified check, cashier's check or bid bond. In the event that any law or regulation of the United States imposes any condition upon the awarding of a monetary grant to any contracting unit, which condition requires the depositing of a guarantee in an amount other than ten percent (10%) of the bid or in excess of \$20,000.00 the

provision of this section shall not apply and the requirements of the law or regulation of the United States shall govern. N.J.S.A.40A:11-21 et seq.

Said guarantees shall be forfeited if the bidder(s) fails to enter into a contract after acceptance of his bid. The guarantees will also be forfeited and retained by the City of Asbury Park in lieu of its other legal remedies if the bid of a successful bidder(s) is accepted by the City of Asbury Park and he shall fail to execute and return to the City of Asbury Park the required Performance bond within (10) days within the date of the award letter from the City of Asbury Park. **Failure to include this item will mandate rejection of a bid.**

RETURN OF BID GUARANTEE: N.J.S.A. 40A:11-24 provides for the return of deposits as follows: "All bid security, except for the security of the three lowest responsible bidders, shall be returned, unless otherwise requested by the bidder, within ten (10) working days after the opening of bids and the bids of such bidders shall be considered withdrawn. Within three (3) working days after the awarding and signing of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them.

TAX EXEMPT: The City of Asbury Park is tax-exempt from Federal and State Taxes under the provision of the New Jersey Sales & Use Tax Act (Chapter 30, Laws of 1960).

NON-COLLUSION AFFIDAVIT: The bidder must submit a signed non-collusion affidavit which is attached to each bid, and must be notarized. Failure to include this item **may** mandate rejection of a bid.

CERTIFICATE OF GUARANTEE BOND: It is also required that any person bidding on a contract or agreement for the erection, alteration or repair of a public building, structure, facility or other improvement to real property, the total price of which exceeds \$100,000.00 shall furnish a guarantee of surety in the full amount of the bid as provided for herein. Failure to include this item will mandate rejection of the bid.

RIGHT TO KNOW - M.S.D.S. AND LABELING REQUIREMENTS: "In accordance with the New Jersey Administrative Code Title 8, Chapter 39, Sections 2.2. (l) all suppliers of any substance or substance contained in mixture that is a hazardous substance, pursuant to N.J.S.A. 34:5A-5 must supply to the City Department of which this substance or mixture is purchased for and/or brought on site by a subcontractor, a Materials Safety Data Sheet. (Failure to comply with these requirements will result in the cancellation of purchase and return of product with the vendor incurring all shipping expenses and forfeiting all claims for payment.) In addition, all container hazardous substances shall be labeled in accordance with 8:59-5.1 et seq."

INSURANCE: The contractor shall maintain such insurance as will protect him from all claims under Worker Compensation Acts; General Liability Insurance protecting him from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them, and for property damage. Guarantees of such insurance shall be in the amount of \$1,000,000.00 and filed with the City and shall be subject to its approval for adequacy of protection. If more insurance is specified later in the bid specifications, that amount shall be controlling.

METHOD OF AWARING CONTRACT: Contracts of purchases shall be awarded to the lowest responsible bidder(s) as declared by the City Council of the City of Asbury Park. The contract awarded to the City of Asbury Park and the successful vendor(s):

1. Shall establish the contractual obligation regarding the specific items, specifications, and quantities to be provided; and
2. Shall also set forth the estimated quantities, together with the relevant delivery information, as specified in these specifications. At the time of submission of the bid, the bidder must be in compliance with all Municipal Ordinances and Regulations of the City of Asbury Park including but not limited to compliance with zoning and licensing requirements. At the time of submission of the bid, the bidder must also comply with all State and Federal requirements including but not limited to licensing requirements.

A sample of the actual form of contract to be executed may be included in the bid specifications. The contract between the City and the successful bidder will be subject to the sole approval of the Corporation Counsel as to form and content. The contract shall be executed by all parties within twenty-one (21) business days after making the award by the Municipal Council of the City of Asbury Park or as extended by agreement of the parties. This bid is irrevocable by the subscriber, or his, their or its personal or legal representative. This bid award is made to the subscriber by the Municipal Council of the City of Asbury Park, and written notice of acceptance by the City of such award shall bind the subscriber, his, their or its assigned heirs, executors, administrators or successors.

Assignment to a third party of any amounts of money due or to become due the bidder or any contract based on this bid is absolutely prohibited and will not be recognized by the City; furthermore, should any such assignment of moneys be filed with the City of Asbury Park, the City reserves the right thereafter to refuse all future bids from the bidder violating this provision.

The City of Asbury Park reserves the right to reject the bid of any bidder who has previously been disqualified or whose contract has been terminated or who has otherwise failed to comply with the terms of any public contract, including contracts with the City of Asbury Park.

No corporation, legal entity or person who either individually or as a principal in a corporation or other legal entity is delinquent in the payment of taxes or other municipal charges on any real property located in the City of Asbury Park shall be permitted to bid on or be awarded a City contract. This provision shall also apply to any corporation or other legal entity in which such a delinquent person, corporation or legal entity is a shareholder, director, officer, partner, etc. The successful bidder shall be so investigated, and no contract shall be approved by the Municipal Council if said investigation reveals that the successful bidder is delinquent as described in this paragraph. In the event that after a contract is awarded by the Municipal Council, it is discovered that a successful bidder is delinquent as described in this paragraph, then the successful bidder is placed on notice that the said award of the contract shall be rescinded by the Municipal Council and the successful bidder shall be deemed to have breached its contract with the City.

Any such delinquent taxes or other Municipal charges would disqualify such bidders from bidding on or being awarded a City contract.

SUBCONTRACTING:

Any vendor who submits a bid shall not be named as a subcontractor by any other vendor submitting a bid on this project.

Any vendor who submits a bid and is also listed as a subcontractor by another vendor shall be disqualified.

Any vendor who submits a bid and lists another bidder as a subcontractor for this bid shall be disqualified as well.

UNIT PRICES: The prices are for the items delivered and/or services rendered. The City of Asbury Park reserves the right to correct any arithmetic or typographical errors in the extensions of the unit price and the corrected extensions will then be totaled into a lump sum bid price for each item and will control in the awarding of the bid. Unit prices for each item must remain fixed. In the event there is a discrepancy between the unit prices written in numbers and the unit prices written in words, the unit prices written in words shall govern.

DOMESTIC PRODUCTS: American goods and products are to be used where possible or wherever available "Buy American", pursuant to the provisions of N.J.S.A. 40A11-18.

QUALITY AND BRAND: All supplies bid upon are to be as per brand or brands submitted or equal. Bidders must submit BRAND as well as unit price and total on EACH ITEM BID UPON. In the event the bid is based upon "or equal", complete specifications must be attached to the bid. "EQUAL" is defined as: of the same measure quantity, amount or number as another: identical in mathematical value or logical denotation;

EQUIVALENT, like in quality, nature or status: like for each member of a group, class or society: regarding or affecting all objects in the same way; IMPARTIAL, free of extremes; not showing variation in appearance, structure or proportion: capable of meeting the requirements of a situation or a task: SUITABLE....Therefore, "or equal" will be defined as above, but not necessarily limited to the above definitions since the best interest of the City of Asbury Park will take into consideration when making an award. All goods bid on and delivered must conform to items shown. No substitutions will be permitted. If any substitutions are made, bids will be disqualified. Damaged merchandise will not be acceptable. In the case of failure to furnish any or all of the articles herein specified in accordance with said advertisement and this bid and the agreement affected thereby, the City of Asbury Park may purchase said articles elsewhere and deduct the cost from the account of the successful bidder. American goods and products are to be used where possible or wherever available.

DELIVERY TIME AND LOCATION: All deliveries are to be F.O.B. and inside delivery only. Deliveries will be accepted between the hours of 8:30 AM to 4:00 PM Monday through Friday except for holidays. Merchants who substitute commodities or deliver commodities not according to specifications, or who do not deliver at the time specified in the bid will be classified as undesirable and their bid will be refused in future bidding.

EQUIPMENT GUARANTEE/WARRANTY: The bidder hereby certifies that the equipment offered is standard new equipment, latest model or regular stock product, with parts regularly used for the type of equipment offered that such parts are in production and none likely to be discontinued.

All new equipment is to be unconditionally guaranteed for a period of one (1) year from the time of delivery unless specified otherwise. All warranties expressed or implied are passed through the manufacturer of the equipment.

The bidder further warrants that these products are free from defects in material and workmanship and during the warranty period will repair any defect in materials or workmanship.

FROM: Not Applicable THROUGH Not Applicable

QUANTITY: It is understood that the quantities listed are estimated quantities based upon both previous consumption and estimated consumption for the present contract, and they will control in awarded the contract. However, the City of Asbury Park reserves the right to decrease or increase in any amount the quantities herein specified. Furthermore, because of cutbacks in Federal, State, County and Municipal funds, the actual orders may be greatly decreased in quantity for any and all items on the bid price form, and some items may not be ordered at all.

INDEMNITY AND INSURANCE: The contractor shall indemnify and save harmless the City of Asbury Park, New Jersey and all of its executives, representatives, officers, agents, employees, successors and assigns, jointly and severally of and from any all manner of losses, suits, actions, payments, costs, charges, damages, judgments or claims and demand of any character, name or description brought on account of any character, name or description brought on account of any injuries or damages received or sustained by any person, persons or property, by reason of any act, omission, neglect, or misconduct or said Contractor, his agent or employees in the executor of this contract.

THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

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

"Construction, reconstruction, demolition, alteration, or repair work or maintenance work, including painting and decorating, done under contract and paid for the whole or in part out of funds of a public body, except work performed under a rehabilitation program.

"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid from public funds.

"Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscaping maintenance or janitorial services.

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

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

Attachment: Turf Club Response - Ambient (2017-260 : Award a contract tot the ambient group for impacted soil removal)

LIQUIDATED & SPECIAL DAMAGES:

The CITY and CONTRACTOR hereby acknowledge, agree, and recognizes that TIME IS OF THE ESSENCE in this agreement and that the CITY will suffer financial loss and /or penalty if the work made reference to herein is not performed and/or delivered in accordance with this Agreement. As such, and instead of requiring proof of such losses or damages, CITY and CONTRACTOR agree that as and for liquidated damages for delay, but not as a penalty, the CONTRACTOR shall pay the CITY **\$500.00** per day for each day that the CONTRACTOR fails to complete the work within the stipulated Time of Performance until performance of said work is completed.

In addition to the amounts provided for liquidated damages, CONTRACTOR shall pay to the CITY the actual costs reasonably incurred by the CITY to achieve compliance with this Agreement after the time stipulated for completion of the WORK has expired. The CITY may deduct the amount of liquidated and special damages from any money due to the CONTRACTOR under this Agreement.

TO ALL PUBLIC WORKS EMPLOYERS:

Please be advised that effective February 18, 1992, Rule N.J.A.C. 12:60-2.1 AND 6.1 of The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. Requires that all public works employees shall submit a certified payroll record to the public body or lessor which contracted for the public work project each payroll period within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards, Public Contracts Section, CN 389, Trenton NJ 08625-0389. Telephone No. (609) 292-2259.

IMPORTANT NOTICE

BUSINESS REGISTRATION CERTIFICATE (S)
N.J.S.A. 52:32-44(P.L. 2004c57)
As amended PL2009c39

Effective September 1, 2004, all New Jersey and Out of State Vendors that do business with the City of Asbury Park, are required to be registered with the State of New Jersey and provide proof of that registration to the City of Asbury Park .N.J.S.A. 52:32-44(P.L. 2004c57),

The law affects all business organizations that do business with the City of Asbury Park, including contractors, sub-contractors, professional services, and individuals.

A contract includes a formal contract awarded by a public bid or a purchase order.

A Contractor must include proof of its own business registration and *proofs of business registration of those subcontractors* required to be listed in the contractor submission (i.e. " named subcontractors"). The proof shall be in the form of a copy of the organizations "Business Registration Certificate" issued by the Division of Revenue.

Effective January 18, 2010, by amendment, PL 2009.c313; a contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or another contracting document is awarded or authorized.

Registration is free and is a one-time action – there are no fees to register. To obtain the registration form or file on –line at:

www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity

Any questions regarding said form should be directed to the Division of Revenue at 609-292-9292.

Note: This form is in addition to the Public Works Contractor Registration Act.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR	
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRACE NAME CLERK REGISTRATION
TAXPAYER IDENTIFICATION: 970-087-382/500	SEQUENCE NUMBER 0107200
ADDRESS: 847 RORBLING AVE TRINTON NJ 08611 0708290	ISSUANCE DATE: 07/14/04
THIS CERTIFICATE IS NOT VALID UNLESS IT IS ACCOMPANIED BY THE TAXPAYER'S REGISTRATION STATEMENT AT ABOVE ADDRESS.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 RORBLING AVE TRINTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only: 20041014112823533	

BID REQUIREMENTS

TO THE CITY MANAGER OF THE CITY OF ASBURY PARK, NEW JERSEY Pursuant to your advertisement dated **June 16, 2017**, for the bid covering: **BID TITLE: Impacted Soil Removal Project, Turf Club Residences, Springfield Avenue**

We, (I) agree to furnish and deliver to the premises designated by the Purchasing Agent of the City of Asbury Park many or all of the above-stated goods/services at the prices stated in my/our bid and subject to the following conditions:

1. Bidders will be required to deliver the goods/services for which BID have been accepted at such time and in such quantities/manner as they may be directed to do so by the Purchasing Agent.
2. All goods/services must conform strictly to the samples and specifications and shall be subject to inspection before acceptance.
3. In the case of failure to furnish any and all goods/services herein specified in accordance with said advertisements, this bid, and the agreement affected thereby, the Purchasing Agent may purchase said good/services elsewhere and charge the VENDOR with the cost of damages thereof.
4. This bid is irrevocable by the subscriber, or his, their or its personal or legal representatives.
5. This bid, if awarded thereunder, is made to the subscriber by the Municipal Council of the City of Asbury Park, and written notice of acceptance by the City of such award shall bind the subscriber his, their or its heirs, executors, administrators or successors.
6. All schedules, specifications, lists and proceedings related hereto are made part hereof.
7. Where two or more merchants are tied on an item, the City Council reserves the right to make the award to one of the tied bidders.
8. Notice is hereby given to all VENDORS that if their bids are informal, defective or irregular, the Business Administrator reserves the right to reject said bid immediately.
9. Assignment to any third party of any money due or to become due the bidder on any contract based on this bid is absolutely prohibited and will not be recognized by the City of Asbury Park; furthermore, should any such assignment of money be filed with the City, the Business Administrator reserves the right thereafter to refuse all future bids from the bidders violating this provision.
10. DO NOT INCLUDE ANY GOVERNMENT OR PROCESSING TAXES IN PRICES.
11. Envelopes containing a bid should be marked and addressed to the Purchasing Agent of the City of Asbury Park, New Jersey, and the envelope should contain on the outside the item being bid on.
12. The City of Asbury Park requires that a bidder must submit with his bid a bid guarantee in the amount of ten percent (10%) of the bid in the form of a bid bond, certified check, or cashier's check, in no case, shall the bid guarantee exceed \$20,000.00. Failure to include this item will mandate rejection of a bid.
13. The City of Asbury Park requires that a bidder award a contract which exceeds \$29,000.00 or more are required to supply the City of Asbury Park with a Performance Bond in the full amount of the award from a Company doing business in the State of New Jersey. This shall be made out to the City of Asbury Park and shall be held as security for the performance of the contract.
- 13.1 Failure to provide any of the above-mentioned forms of Performance Guarantee, will subject the vendor to forfeiture of the contract.
14. A person bidding on a contract for the erection, alteration or repair of a building, structure, facility or other improvement to real property, the total price of which exceeds \$100,000.00, shall furnish a certificate from a surety company, as provided for herein. A Contracting unit may provide that a person bidding on any other contract shall furnish a certificate from a surety company, as provided for herein pursuant to N.J.S.A.40A:11-22.
15. All bidders must comply with N.J.S.A. 34:11-56-1. et seq.
16. All bidders must comply with N.J.S.A. 34:11-56.25 et seq.
17. All bidders must comply with N.J.S.A. 40A:11-18.
18. All bidders must comply with P.L. 1975, (N.J.A.C. 17:27 et seq., Chapter 127, Section 5-2) and any Amendments thereto.
19. All bidders must comply with P.L. 1977, Chapter 33 and any Amendments thereto.

20. Pursuant to P.L. 2005, c271, §3, any business entity that has received \$50,000.00 or more in a calendar year through agreement or contracts with public entities, must file an annual disclosure statement with the Commission. For more information call (609) 292-8700.
21. The City Council of the City of Asbury Park reserves the right to consider the proposal for sixty (60) days after receipt thereof and furthermore reserves the right to reject any and all bids and to hold all bids in pending status as authorized by law. All such awards will be made in the best interest of the City of Asbury Park.
22. Bidders must comply with provisions of the City of Asbury Park, State of New Jersey and/or Federal Affirmative Action Policy.
23. The construction, interpretation, and performance of this Agreement shall be governed and construed in accordance with the substantive and procedural laws of the State of New Jersey without regard to New Jersey's choice of law or conflict of law principles. The parties further agree that in the event, they must resort to legal process to resolve any dispute concerning this contract, or the interpretation thereof, the Superior Court of New Jersey, Law Division, Passaic County, shall have exclusive jurisdiction for the resolution of disputes.
24. **DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, or litigation concerning its company including any person or entity that has at least a 10% ownership in the company and was the subject of an investigation or litigation while having an ownership interest in another company including criminal complaints, administrative complaints or other administrative proceedings, involving any public sector clients during the past five years. The bidder shall provide the nature and status of the investigation. For any litigation, the bidder shall provide the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition.

26. **INTEREST AND LATE FEES:**

The City will not pay interest or late fees associated with payments under this contract regardless of any language to the contrary contained in any other document prepared by the vendor.

27. **PERIOD OF CONTRACT: Notice to Proceed + Four (4) weeks**

Notice to Proceed Date: _____

Contract End Date: _____

Company name and Address:

THE AMBIENT GROUP, LLC

222 THIES RD.

SEWELL, NJ 08080

Signature



Title

PRESIDENT

Print Name

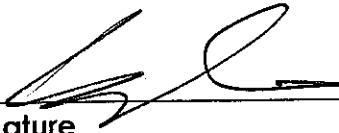
SERGIO CARDOSO

Date

7/18/17

DISCLOSURE STATEMENT

BY SUBMISSION OF THIS BID, THE BIDDER CERTIFIES THAT NO EMPLOYEE OR ELECTED OFFICIAL OF THE CITY OF ASBURY PARK IS EMPLOYED BY OR HAS ANY OWNERSHIP INTEREST IN THE FIRM SUBMITTING THE BID.


Signature

PRESIDENT
Title

SERGIO CARDOSO
Print Name

Date: 7/13/17

OWNERSHIP STATEMENT per PL 1977 Chapter 33

N.J.S.A. 52:25-24.2 (P. L. 1977, c 33) requires each Corporation, Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Corporation, Subchapter S Corporation and Sole Proprietorship or other legal entity submitting a bid to any governmental agency to accompany that bid with a statement of ownership listing the name, address of each individual owning ten percent (10%) or more of the Corporation, Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Corporation, Subchapter S Corporation and Sole Proprietorship or other legal entity. In addition, if one or more of such owners (stockholder, partners in a partnership, etc.) is itself a corporation, partnership or other legal entity, the stockholders holding 10% or more of that corporation or the individual partners owning 10% or greater interest in that partnership or any principal owning 10% or more interest in any other such legal entity, as the case may be, shall also be listed. This form, or any appropriate listing on the bidder's letterhead containing similar information, must be included in the bidder's bid when the bid is originally submitted.

It is mandatory that bidders submit the required information; it will not be accepted after the receipt of bids. Failure to submit a stockholder disclosure statement which conforms to the requirements of the above statute will result in rejection of the bid.

☒ I certify that the list below contains the names and home addresses of all stockholders holding (10%) or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Limited Partnership
☒ Limited Liability Corporation ☐ Limited Liability Partnership ☐ Subchapter S Corporation

Sign and notarized the form below, and, if necessary, complete the Stockholder list below:

Name:	Home Address:	Percentage of Ownership
1. <u>SERGIO CANDOJO</u>	<u>222 TAIES RD.</u>	<u>100%</u>
2. _____	<u>SEWELL, NJ 08080</u>	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

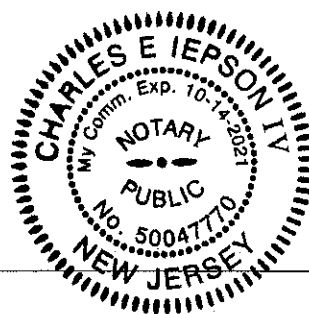
[Signature] PRESIDENT
Authorized Signature and Title

TAE AMBIENT GROUP, LLC
Name of Company

Subscribed and sworn to before me this
18 Day of July 2017

Charles E. Iepson
 (Notary Public) 10

My Commission expires 10-14-21



If one or more owners of the undersigned is itself, a Corporation, Partnership or other legal entity, the stockholders holding 10% or more of that corporation or the individual partners owning 10% or greater interest in that partnership or any principal owning 10% or more interest in any principal owning 10% or more interest in any other such legal entity shall be listed below

☐ I certify that the list below contains the name & address of all stockholders holding 10% or more of the issued and outstanding stock of any of the owners of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of any of the owners of the undersigned.

	Name of legal entity	Name of individual owner	Home Address	% of ownership
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

Authorized Signature

Name of Company

Subscribed and sworn to before me this
_____ Day of _____ 2017

(Notary Public)

My Commission expires _____

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of GLoucester

SS:

I, SERGIO CARDOZO residing in SEWELL
 (Name of affiant) (Name of municipality)

In the County of GLoucester and State of NEW JERSEY
 of full age, being duly sworn according to law on my oath depose and say that:

I am PRESIDENT of the firm of THE AMBIENT GROUP, LLC
 (title or position) (Name of company)

the bidder making this proposal for the bid entitled IMPACTED SOIL REMOVAL PROJECT
 (title of bid)

and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that with full knowledge that the City of Asbury Park relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for 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 maintained by

THE AMBIENT GROUP, LLC
 (Company name)

Sign and notarized this form

[Signature]
 Signature

Charles Iepson
 Print Name

Subscribed and sworn before me this

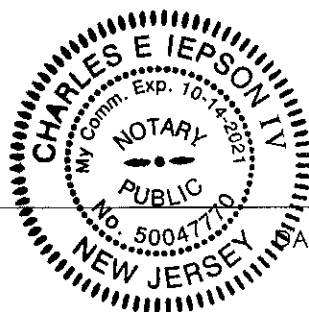
18 Day of July 2017

Charles Iepson
 Notary Public of 10

[Signature]
 Affiant
SERGIO CARDOZO - PRESIDENT
 Print Name & Title of Affiant

My Commission Expires 10-14-21

(Seal)



CONTACT PERSON

PLEASE SUPPLY THE NAME, TELEPHONE NUMBER AND FAX NUMBER OF AN EMPLOYEE THAT WE MAY USE AS A CONTACT PERSON REGARDING THE CONTRACT IF IT IS AWARDED TO YOUR COMPANY.

PLEASE ADVISE US OF ANY CHANGES THAT MAY OCCUR THROUGHOUT THE DURATION OF YOUR CONTRACT FOR THE CONTACT PERSON LISTED BELOW.

NAME: SERGIO CARDOSO

PHONE NUMBER: 856 - 582 - 1765

FAX NUMBER: 856 - 582 - 2114

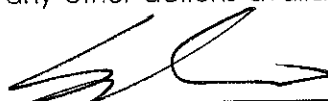
AMERICANS WITH DISABILITIES ACT OF 1990 **Equal Opportunity for Individuals with Disability**

The contractor and the City of Asbury Park do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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


 SIGNATURE

PRESIDENT
 TITLE

SERGIO CARDOSO
 PRINT NAME

COMPANY: THE AMBIENT GROUP, LLC
222 THIES RD., SEWELL, NJ 08080

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

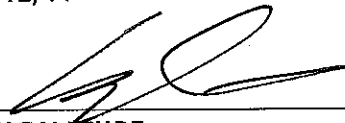
1. To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
2. To notify any minority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

Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27).**

REVISED 12/11


SIGNATURE

PRESIDENT
TITLE

SERGIO CARDOZO
PRINT NAME

COMPANY: THE AMBIENT GROUP, LLC
222 THIES RD., SEWELL, NJ 08080

TECHNICAL SPECIFICATIONS

The Technical Specifications for this Project are as follows:

1. The latest edition of the New Jersey Department of Transportation Road and Bridge Specifications, as revised by the *General Conditions and Information For Bidders sections of this contract*.
2. Removal and Disposal of Historic Fill and Impacted Soil Technical Specification

2.1. SUMMARY

2.1.1. Section includes

- 2.1.1.1. Background of Historic Fill
- 2.1.1.2. Historic fill soil remediation procedures
- 2.1.1.3. Waste Characterization
- 2.1.1.4. Disposal of contaminated soils.

2.1.2. Background

- 2.1.2.1. Soil was impacted above New Jersey Department of Environmental Protection (NJDEP) applicable remediation standards by non-indigenous fill (historic fill) imported to raise the topographic elevation of the site. The Contractor shall perform the work described herein.

2.1.3. Related Requirements:

- 2.1.3.1. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Architectural Drawings and Specification Sections, apply to work of this section.
- 2.1.3.2. Refer to Project Drawings for locations and estimated removal volume of historic fill.

2.2. UNIT PRICES – MEASURE AND PAYMENT

2.2.1. Excavation of Contaminated Soils

- 2.2.1.1. Basis of Measurement: By TON.
- 2.2.1.2. Basis of Payment: Provide OSHA certified labor and equipment to excavate impacted soil (NJDEP Classification ID-27).

2.2.2. Disposal of Contaminated Soils

- 2.2.2.1. Basis of Measurement: By TON.
- 2.2.2.2. Basis of Payment: Provide labor and equipment to transport and dispose of impacted soil

2.2.3. Certified Clean Backfill.

- 2.2.3.1. Basis of Measurement: By TON (include cost of Geotextile)

- 2.2.3.2. Basis of Payment: Provide certified clean backfill for areas excavated for impacted soils. Certified Clean Backfill shall be NJDOT #57 clean stone.

2.3. SCOPE OF WORK

- 2.3.1. Contractor is to provide all labor, materials, equipment, and certifications necessary to perform the work required for the removal and disposal of the lead impacted soil as required by these contract documents, technical specifications and all applicable laws and regulations. The Contractor shall perform all work in accordance with this Specification, any other applicable federal, state or local government regulations. Whenever there is a conflict or overlap of the above references, the most stringent provisions are applicable.
- 2.3.2. The Owner has retained Lewis Consulting Group (LCG) (Consultant) as their Environmental Consultant for this scope of work, including monitoring the excavation work and testing the soils.
- 2.3.2.1. Alan J. Krohn, LSRP of LCG is the Licensed Site Remediation Professional responsible for overseeing this remediation work.

2.4. CLOSEOUT SUBMITTALS

- 2.4.1. Project Record Documents: Accurately record actual quantities of materials excavated, hauled, and brought in for fill.
- 2.4.2. Copies of Soil Disposal records and manifests.

2.5. QUALITY ASSURANCE

- 2.5.1. Perform all work in accordance with this Specification and related sections, and any other applicable federal, state or local government regulations.
- 2.5.2. Perform all work in accordance with OSHA and New Jersey Department of Environmental Protection regulations. All personnel must have proper OSHA Health and Safety training.

2.6. MATERIALS

2.6.1. Certified Clean Fill

- 2.6.1.1. Certified clean fill shall represent, uncontaminated, non-water soluble, non-decomposable, inert solids, such as quarry process rock, soil, sand or gravel from a certified virgin source. Based on visual inspection, imported certified clean fill shall not contain free liquids, extraneous debris, or solid waste.

- 2.6.1.2. Clean fill certification must be provided to the Consultant for approval prior to the delivering of fill to the site. Documentation of certified clean fill shall be in the form of a written certification provided by the supplier of the fill material does not contain constituents of concern in excess of a New Jersey soil cleanup criteria, material originates from a natural environment without degradation caused by human influences.

2.7. HISTORIC FILL REMEDIATION

2.7.1. Preparation

- 2.7.1.1. Perform impacted soil remediation in accordance with this section.

2.7.2. Excavation.

- 2.7.2.1. The areas and depths of excavation are as indicated on the project plans. The plan dimensions are estimated.
- 2.7.2.2. The Consultant has estimated that the contaminated material to be excavated is approximately **2,500** cubic yards. The base bid shall include the cost of removal of approximately **2,500** cubic yards (**3,750 Tons**). Any increase or decrease in this amount will be adjusted on a cubic yard (or tonnage basis), based on the unit prices.
- 2.7.2.3. The contaminated materials are to be stockpiled on a 6-mil poly barrier or immediately loaded into trucks. At day's end, the Contractor shall cover the stockpiled materials with a 6-mil poly barrier to prevent erosion and runoff. The Contractor shall secure open excavations with temporary fencing.
- 2.7.2.4. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
- 2.7.2.4.1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
- 2.7.2.4.2. Utilize vacuum truck or similar dewatering method/containment on an as-needed basis to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering via vacuum truck until no longer required. Please note that Groundwater Levels vary throughout the site. Groundwater levels are presented in the attached Geotechnical Report for the Site prepared by Melick-Tully-Associates dated August 10, 2016 (which is incorporated herein by reference thereto). Please note that there is no available estimate for determination of dewatering volume. Bidder should look at depth of exvacation, depth of groundwater, and area of excavation area along with soil type to get a sense of probable dewatering volume.
- 2.7.2.5. Waste fluids must be disposed of in accordance with state and federal regulations.

2.8. BACKFILL

2.8.1. Backfill shall be compacted in 12 inch lifts. **Contractor shall use NJDOT #57 stone backfill (certified clean by stone supplier) surrounded by Mirafi 160N Non-woven Geotextile with minimum 24" overlap at the bottom, sides, and top the excavation.** The bottom of the excavation shall be compacted prior to installation of the geotextile at the base of the excavation to mitigate future settlement. No testing is required for backfill and bottom of excavation since no Proctor was obtained for soils beneath the excavation. The backfill shall be installed to within 4" ± of the existing adjacent grading and covered with Mirafi 160N Non-woven geotextile. This shall then be covered by 4-inch of topsoil and with seeding via the NJDOT dry method (NJDOT specification section 806.03).

2.9. WASTE CHARACTERIZATION TESTING

2.9.1. **The waste characterization testing results are included with this specification for review by the Contractor.** These results shall be utilized for selection of the intended disposal facility.

2.9.2. The Contractor will submit the name, address and permit information of the intended disposal facility to the Consultant for approval prior to offsite disposal.

2.10. REMOVAL AND DISPOSAL OF SOIL

2.10.1. The Contractor shall provide labor and equipment to load soil and transport offsite for proper disposal.

2.11. WASTE DISPOSAL

2.11.1. Impacted soil shall be disposed at a New Jersey Department of Environmental Protection (NJDEP) licensed facility.

2.12. CLOSEOUT

2.12.1. The Contractor must provide the soil and liquid disposal manifests to the Owner within one (1) week and prior to final payment for this Work.

END OF TECHNICAL SPECIFICATIONS SECTION

BID PRICE FORM FOR IMPACTED SOIL REMOVAL PROJECT, TURF CLUB RESIDENCES, SPRINGWOOD AVENUE PROJECT

WE THE UNDERSIGNED AGREE TO FURNISH AND DELIVER THE ABOVE ITEM(S)/SERVICE(S) PURSUANT TO THE BID SPECIFICATIONS AND MADE PART HEREOF:

NOTE: The Bidder is cautioned to consult the specifications, contract and contract drawings to determine the detailed terms, conditions, and methods of payment for the items bid.

BASIS OF AWARD: QUALIFICATIONS

Bidder must supply sufficient information to meet the minimum qualifications. A Contract will be awarded under one of the following conditions:

1. A contract will be awarded to the lowest, responsible, qualified bidder if the Project Total Bid Amount submitted is within the project budget, OR
2. **If the Project Total Bid Amount is less than the funds available**, the Owner will award a contract utilizing the Project Total Bid Amount plus Add Alternate Bid Items as listed below in this Proposal.

PROPOSAL FOR ALTERNATE BID ITEMS (IF APPLICABLE)

Each bidder shall state on this proposal for Alternate Bid Items, the amount to be ADDED to their base bid proposal for each of the following items.

The intent of the Alternate Bid Items is to increase the work using these quantities as a whole or portion thereof until available funds are utilized.

NOTE: In all cases where the same work items appear in the Base Bid Proposal, the Bidder shall utilize the same unit prices as submitted in the Base Bid for that work item.

ADD ALTERNATES

If the available funds are in excess of the amount bid in the Base Bid, the Owner reserves the right to increase the scope of this project.

The Owner will add the alternate(s) as shown in the proposal below.

All blank spaces shall be completed. Failure to complete all blank spaces shall cause the bid to be rejected.

PROPOSAL ITEM	AWARD SEQUENCE
BASE BID	BASE BID

The Bidder understands that the Owner reserves the right to reject any and all bids or to waive formality or technicality in any bid in the interest of the Owner.

Pursuant to N.J.S.A. 40A:11-24a, Local Public Contracts Law, the City shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed upon. All bid security, except the security of the three apparent lowest responsible bidders, shall be returned, unless otherwise requested by the bidder, within 10 days after the opening of the bids, Sundays, and holidays excepted, and the bids of such bidders shall be considered as withdrawn. Within three days, Sundays and holidays excepted, after the awarding and signing of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them.

Attachment: Turf Club Response - Ambient (2017-260 : Award a contract tot the ambient group for impacted soil removal)

**IDENTIFICATION OF SUBCONTRACTORS
(N.J.S.A.40A:11-16)**

1. PLUMBING AND GAS FITTING AND ALL KINDRED WORK:

SUB-CONTRACTOR CO. NAME NONE

2. ELECTRICAL WORK:

SUB-CONTRACTOR CO. NAME NONE

3. STRUCTURAL STEEL AND ORNAMENTAL IRON WORK:

SUB-CONTRACTOR CO. NAME NONE

**4. STEAM POWER PLANTS, STEAM AND HOT WATER HEATING AND VENTILATING APPARATUS
AND ALL KINDRED WORK:**

SUB-CONTRACTOR CO. NAME NONE

ALL OTHER WORK REQUIRED FOR THE COMPLETION OF THE PROJECT:

1. SUB-CONTRACTOR CO. NAME NONE

IDENTIFY WORK: _____

2. SUB-CONTRACTOR CO. NAME _____

IDENTIFY WORK: _____

3. SUB-CONTRACTOR CO. NAME _____

IDENTIFY WORK: _____

4. SUB-CONTRACTOR CO. NAME _____

IDENTIFY WORK: _____

5. SUB-CONTRACTOR CO. NAME _____

IDENTIFY WORK: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

THE UNDERSIGNED BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

ADDENDUM # _____

DATE _____

ADDENDUM # _____

DATE _____

ADDENDUM # _____

DATE _____

NO ADDENDA WAS ISSUED FOR THIS BID: ☒ (CHECK IF NO ADDENDUM WAS ISSUED)

SIGNATURE

TITLE

PRINT NAME

COMPANY:

THE AMBIENT GROUP, LLC

222 THIES RD., SEWELL, MI 08080

EXPERIENCE FORM

If the foregoing proposal or any one or more of the foregoing proposals shall be accepted by the City of Asbury Park, New Jersey, and undersigned shall fail to contract as aforesaid and to give a bond in the sum of the full amount of the contract, as shown by the canvass of bids, in form approved by the City of Asbury Park, New Jersey, and with sureties or surety satisfactory to the City of Asbury Park, New Jersey, within six (6) days of the mailing of a notice from the Business Administrator of the City of Asbury Park, New Jersey, to him according to the address herewith given, that the contract is ready for Signature, then the City of Asbury Park, New Jersey, may at its option, determine that the bidder has abandoned the contract, and thereupon the proposal and acceptance shall be null and void, and the certified check, cashier's check or bid bond, accompanying this proposal shall become the property of the City of Asbury Park, New Jersey, otherwise the accompanying certified check, cashier's check or bid bond shall be returned to the undersigned. (Signature of bidder, residence and business address)



Signature of Bidder

222 THIES RD., SEWELL, NJ 08080

Business Address

222 THIES RD., SEWELL, NJ 08080

Residence Address

Date: 7/18/17

The names and residences of all persons and parties interested in the foregoing bid, as principals, are as follows:

NOTICE: Give first and last name in full, and in the case of a corporation, give names of President, Treasurer, and Manager.

SERGIO CARDOSO - PRESIDENT

The bidder is requested to state below what work of a character similar to that included in the proposed contract he has done, and give references that will enable the City of Asbury Park to judge his experience, skill, and business standing.

PLEASE SEE ATTACHED

If the bidder can give the name and address of the surety company that will sign the bond, he is requested to do so below, the name will not be made public. KOB INTERNATIONAL

701 RT. 73 SOUTH, SUITE C-2, WEST BURLINGTON, NJ 08091-2603

**Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: _____

Bidder/Offeror: THE AMBIENT GROUP, LLC

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

☒ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

☒ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. **Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

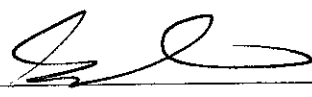
Name: _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

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

Full Name (Print) SERGIO CARDOSO Signature: Title PRESIDENT Date: 7/18/17

CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM

I hereby certify that there have been no prior or pending ethics complaints against myself and/or any

member of THE AMBIENT GROUP, LLC
(name of firm / company)

If any prior or pending ethics complaints exist, please cite below.

1. _____
2. _____
3. _____

I hereby certify that the foregoing statements made by me are true.

Signature: [Signature] Date: 7/18/17

Name: SERGIO CARDOSO

Title: PRESIDENT

Name of Firm: THE AMBIENT GROUP, LLC

Address: 222 THIES RD.

SEWEN, MD 08080

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered this day of [] by and between the **CITY OF ASBURY PARK**, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as the "CITY", party of the first part), and [] (hereinafter referred to as the "CONTRACTOR", party of the second part), agrees as follows:

ARTICLE I. The Contractor shall perform all work and furnish all tools, labor, and materials, except as hereinafter specified, necessary or proper for performing and completing work herein specified.

ARTICLE II. The word "City" shall mean the City of Asbury Park, New Jersey, or any officer duly authorized by the City of Asbury Park to act in the execution of the work covered by the Contract. The Word "City Engineer" shall mean the person duly authorized and empowered by the City of Asbury Park to act as City Engineer for the execution of the work contemplated to be performed under this contract and for the purposes of this contract shall include the Architect.

Whenever in the specifications or upon the drawings the words "as directed," "as required," "as permitted," or words to like effect are used, it shall be understood that the direction, requirement or permission of the City Engineer is intended and similarly, the words "approved", "acceptable", "satisfactory" or words of the like import, shall mean approved by or acceptable or satisfactory to the City Engineer.

ARTICLE III. All the work under this contract shall be performed to the satisfaction of the City Engineer, who shall in all cases determine the amount; quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for hereunder, and shall decide any questions which may arise as to the fulfillment of this contract on the part of the Contractor, and his determination and decision thereon shall be final and conclusive; and such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the contractor to receive any money hereunder.

SPECIFICATIONS

ARTICLE IV.

SECTION 1. The work to be performed is located in the City of Asbury Park and comprises construction of [] Bid No. [] as more specifically set forth in the bid specifications, documents and plans incorporated by reference and made part of this agreement.

SECTION 2. The work is to be performed in full accordance with the Contract Drawings and detail drawings contained herein and others on file in the office of the City Engineer, and with the working drawings which will be furnished from time to time as the work progresses.

SECTION 3. The Contractor shall furnish all materials, plans, tools and equipment and shall do everything except as otherwise provided, necessary to complete the work herein contemplated, in accordance with the terms of this Contract and with the requirements of the City Engineer, thereunder. The contractor is to make all requisite excavation, furnish and install all materials, erect all structures.

SECTION 4. Errors. The Contractor will be required to check all dimensions and quantities on the drawings or schedules given to him by the City Engineer and shall notify the City Engineer of all errors therein which may be discovered by examining and checking the drawings. He will not be allowed to take advantage of an error or omissions in these specifications, or in the drawings or schedules, as full instructions will be furnished by the City Engineer should such error or omission be discovered.

SECTION 5. Detailed Specifications: All structures shall be constructed in accordance with the following specification forms, copies of which are attached hereto and made a part hereof.

ARTICLE V. The Contractor shall commence work immediately after the execution of this contract by the City at such points as the City Engineer may direct, and shall thereafter continue it at such points and in such order of precedence as the City Engineer may from time to time direct. The rate of progress shall be such that the whole work shall be performed in accordance with the terms of the bid specifications. The time limits set forth in the specifications are of the essence. The time in which the whole of this contract is to be performed, and the work is to be completed, is of the essence of this agreement.

ARTICLE VI. The City and the City Engineer, agents, and employees of the City may, for the purposes already specified, and for any other purposes enter upon the work and the premises, used by the Contractor, and the Contractor shall provide safe and, property facilities, therefore. The other Contractors of the City may also, for all purposes which may be required by their contracts, enter upon the work and the premises used by the Contractor. Any differences or conflicts which may arise between the Contractor and other Contractors of the City in regard to this work shall be adjusted and determined by the City Engineer.

ARTICLE VII. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein prescribed, and any defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the City Engineer and accepted or estimate for payment. If the work or any part thereof shall be found defective at any time before final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the City Engineer. Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been delivered or affixed to the work or the soil, but all such materials shall, upon being so delivered or affixed, become the property of the City.

ARTICLE VIII. The Contractor shall employ only competent men to do the work, and whenever the City Engineer shall notify the Contractor, in writing, that any man on the work is, in his opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it, except with the consent of the City Engineer.

ARTICLE IX. The Contractor shall keep himself fully informed of all existing and future State and Federal laws and those persons engaged or employed in the work, or the materials used in work, or in any way affecting the conduct of the work, either with respect to hours or labor or otherwise, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the drawings, specifications or contract for this work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the City Engineer in writing. He shall at all times himself observe and comply with, and shall cause all his agents and employees to observe and comply with such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

ARTICLE X. The Contractor shall give his personal attention constantly to the faithful prosecution of the work, shall keep the same under his personal control and shall not assign, by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous

written consent of the City, and shall not, either legally or equitably assign any of the monies payable under this agreement, or his claim thereto, unless by and with the like consent of the City.

ARTICLE XI. The City Engineer may make alterations in the line, grade plan, form, dimensions or materials of the work or any part thereof, either before or after the commencement of construction; if such alterations diminish the quantity of work to be done, they shall not warrant any claim for damages or for anticipated profits on the work that may be dispensed with; if they increase the amount of work, such increase shall be paid for according to the quantity actually done and at the price stipulated for such work under this contract. In case the Contractor is not required to furnish all of the labor, materials, and fixtures for the work or is not required to complete all the work contemplated on the drawings and in the specifications, there shall be deducted from the amount or amounts payable under this contract such amount or amounts as the City Engineer shall deem equitable for those materials and fixtures or portions of the work so deleted from the contract and not required to be furnished or done by the Contractor.

ARTICLE XII. The Contractor shall take all responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting to him on account of the amount or character of the work, or because of the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather, elements or other cause; and he shall assume the defense of, and indemnify and save harmless, the City and its officers and agents, from all claims relating to labor and materials furnished for the work; to inventions, patents and patent rights used in doing the work; for injuries to any person or corporation received or sustained by or from the contractor and his employees in doing the work, or in consequence of any improper materials, implements or labor used therein; and to any act; omission or neglect of the Contractor and his employees therein. He shall provide proof of proper insurance coverage, including Public Liability, Workmen's Compensation, and such other protection as may be deemed necessary.

ARTICLE XIII. If the work to be done under this contract shall be abandoned, or if this contract or any part thereof shall be sublet without the previous written consent of the City, or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City Engineer shall be of opinion, and shall certify in writing to the City that the conditions herein specified as to the rate of progress are not fulfilled or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this contract, the City may notify the Contractor to discontinue all work or any thereof; and thereupon the Contractor shall discontinue such work or any such part thereof as the City may designate, and the City may thereupon by Contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof, to the Contractor; and for such completion the City for itself or its Contractors may take possession of and use of or cause to be used in the completion of the work or part thereof any such materials, parts, machinery, implement and tools of every description as may be found upon the line of said work. All expenses charged under this article shall be deducted and paid by the City out of any monies then due or to become due the Contractor under this Contract any part thereof; and in such accounting the City shall not be held to obtain the lowest figures for the work of completing the contract or any part thereof, or for ensuring its proper completion, but all sums actually paid, therefore, shall be charged to the Contractor. In case the expenses so charged are less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expense shall exceed the said sum, the Contractor shall pay the amount of the excess to the City.

ARTICLE XIV. The Contractor shall do any work not herein otherwise provided for, when and as ordered, in writing by the City Engineer (or his agents specially authorized thereto in writing) (provided that extra work estimated to cost less than (\$100) One Hundred Dollars, need not be authorized by the City) and shall, when required by the City Engineer so to do, furnish itemized statements, of the cost of the work ordered and give the City Engineer access to accounts, bills and vouchers relating thereto. If the Contractor claims compensation for extra work not ordered as aforesaid, or for any damage sustained he shall, within one week after beginning of any such work not ordered as aforesaid, or for any damage, report such damage to the City Engineer and shall, on or before the fifteenth day of the month succeeding that in which any such extra work shall have been done or any such damage shall have been sustained, file with the City Engineer an itemized statement of the details and amount of such work or damage; and unless such statement shall be made as so required his claim for compensation shall be forfeited and invalid and he shall not be entitled to payment on account of any such work or damages. Payment for extra work will be made as of the actual cost of labor and materials used plus 20% per centum, without any allowance for insurance overhead, etc. The determination of the City Engineer shall be final upon all questions of the amount and value of extra work. All change orders in excess of \$100 must be approved by Resolution of the Municipal Council.

ARTICLE XV. The City may keep any monies which would otherwise be payable at any time hereunder, and apply the same or so much as may be necessary therefore, to the payment of any expenses, losses or damages incurred by the City of Asbury Park, and determined as herein provided, and may retain, until all claims are settled, so much of such monies as the City shall be of opinion will be required to settle all claims against the City and its officers and agents, specified in Article XII and all claims for labor on the work and also all claims for materials used in the work, and also all claims against the Contractor for injuries or damage to surfaces, structures, trees and growing plants in the vicinity of the work, injured or destroyed by the Contractor or his employees in the performance of the work herein agreed to be performed by him, or they may make such settlements and apply thereto any monies retained under this contract, provided however, that the City shall cause notice of the presenting of such claim or claims to be given to the Contractor in writing by noticed mailed at least five days before the date of the meeting at which the City will hear the objections of the Contractor to the payment of such claim or claims. If the monies retained under this contract are insufficient to pay the sum found by the City to be due under the claims for labor and materials the City may, at its discretion, pay the same, and the Contractor shall repay to the City all sums so paid. The City may also with the written consent of the Contractor, use any monies retained due or to become due under this contract for the purpose of paying for both labor and materials for the work, for which claims have not been filed with the City. While it is understood that the security required to be given by the Contractor is furnished by the Contractor by his giving the bond accompanying this contract, the City may nevertheless, if it shall deem it just and equitable so to do, cause any monies retained, due or to become due to be held and applied to the payment for labor or materials for which security is given.

ARTICLE XVI. The City shall pay and the Contractor shall receive as full compensation the total sum not to exceed [\$] for services furnished and done by the Contractor under this contract, including all work and materials which are required for the completion of the work herein contemplated and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from the unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully

completing the work, and the whole thereof, the sums or unit prices as contained in the form of proposal annexed hereto, and signed by the Contractor and incorporated herein by reference.

ARTICLE XVII. The City may retain out of the monies payable to the Contractor under this contract the sum of two percent, (2%) on the amount thereof, and may expend the same, in the manner in accordance with New Jersey Statute and as hereinafter provided for, in making such repairs on said work as the City Engineer may deem expedient.

If at any time during the period of forty-five days from the date of substantial completion of the project, any part of the work shall, in the opinion of the City Engineer, require repairing and replacement to fulfill the guarantee of the Contractor regarding the same, the City Engineer may notify the Contractor in person or by mail, to make the said repairs and replacements and to make good the said guarantee in a manner satisfactory to the City Engineer. If the Contractor shall neglect to make such repairs and replacements and to make good the guarantee, within three days from the date of giving or mailing of such notice the City Engineer may employ other persons to make the said repairs and replacements and to do such work and furnish such materials and equipment as may be necessary to meet the said guarantee of the Contractor; and the City shall pay the expense of the same out of the sum retained for that purpose. And upon the expiration of the said period of one year, provided that the work shall at that time be in good order and in compliance with the condition of the contract, the Contractor shall be entitled to receive the whole or such part of the sum last aforesaid as may remain after the expense of making the said repairs and replacement and making good the guarantee, in the manner aforesaid, shall have been paid therefrom.

ARTICLE XVIII. Neither the inspection of the City or City Engineer, or any of its employees, nor any order, measurement or certificate by the City Engineer, nor any order by the City for the payment of money, nor any payment for nor acceptance of, the whole or any part of the work by the City Engineer or City nor any extension of time, nor any possession taken by the City or its employees, shall operate as waiver of any provision of this contract, or of any power herein reserved to the City, or any right to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided; and the City shall also be entitled as a right to a writ of injunction against any breach of any of the provisions of this contract.

ARTICLE XIX. No person or corporation, other than the signer of this contract as Contractor, now has any interest hereunder, and no claim shall be made or be valid, and neither the City nor any member or agent thereof, shall be liable for or be held to pay, any money except as provided in Articles X, XIII, XVI, and XVII. The acceptance by the Contractor of the last payment aforesaid, under the provisions of Article XVII, shall operate as and shall be a release to the City and every member and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in Article XV.

ARTICLE XX. The Contractor agrees to name the City of Asbury Park as an additional insured on any and policies of insurance which is required to maintain or may maintain in connection with this work.

ARTICLE XXI. ENUMERATION OF CONTRACT DOCUMENTS

The Contractor Documents, except the modifications issued after execution of this Agreement, are enumerated as follows:

1. Bids Bonds (Certified or Cashier's check)
2. Plans
3. Bid Specifications for Title: _____
4. Bid Proposal for Advanced Construction
5. Contract
6. Performance Bond
7. Ownership Affidavit – as per State requirement
8. Proper Affirmative Action Form
9. Advertisement for bid.

ARTICLE XXII.

1. The Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands suits, actions or proceedings of any kind or nature, including workman's compensation claims of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of the contractor or his subcontractors. Insurance coverage specified herein and in the special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The Contractor shall procure and maintain, at this own cost and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for his proper protection in the prosecution of the work.

2. The successful bidder will be required to submit satisfactory proof that it has named the City of Asbury Park as an additional insured on all liability policies which the insured is required to maintain or may maintain in connection with the award of this contract. Such proof of insurance shall be submitted not later than the 10th day of the execution of the contract. Failure to submit the required proof of insurance shall be deemed a default entitling the City to abrogate the contract.

3. The construction, interpretation, and performance of this agreement shall be governed by the laws of the State of New Jersey, without regard to New Jersey's choice of law or conflict of law principles. The parties further agree that in the event they must resort to legal process in order to resolve any dispute concerning this contract, or the interpretation thereof, the Superior Court of New Jersey, Law Division, Passaic County, shall be exclusive jurisdiction for the resolution of such disputes.

ARTICLE XXIII. The Contractor shall prior to the signing of the Contract, furnish a Performance Bond, in the amount of [\$] covering the complete and faithful performance of this Contract and the fulfillment of all the obligations arising thereunder. The said bond shall be acceptable to and approved by the Corporation Counsel.

ARTICLE XXIV.

1. If the contractor is delayed in completion of the work by any act or neglect of the City, City Engineer, or of any other contractor employed by the City, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the contractor's control or by any cause which the City Engineer shall decide to justify the delay, then for all such delays and suspensions the contractor shall be allowed one day additional to the time limitations herein stated for each and every day of such delay so caused in

the completion of the work, the same to be ascertained solely by the City Engineer, and a similar allowance of extra time will be made for such other delays as the City Engineer may find to have been caused by the City.

2. No such extensions of time shall be made for any one or more delays unless within three (3) days after the beginning of such delays a written request for additional time shall be filed with the City Engineer is necessary.

3. No claim for damages or any claim other than for extensions of time as herein provided shall be made or asserted against the City by reason of any of the delays herein mentioned.

4. Anything contained in the contract to the contrary of this Article notwithstanding the contractor shall not be entitled to damages or to extra compensation by reason of delays occasioned by proceedings to review the awarding of the contract to the Contractor or to review the awarding of any other Contract to any other Contractor.

TERM OF CONTRACT: This contract shall remain in effect for a period of [] from the date of the notice of award.

ARTICLE XXV. EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

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

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

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and

non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

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

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

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

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

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

IN WITNESS WHEREOF

the undersigned have signed this agreement as of the date and

year set forth above.

ATTEST

CITY OF ASBURY PARK

CINDY A. DYE, RMC/CMR,
CITY CLERK

JOHN MOORE,
MAYOR

ATTEST

APPROVED AS TO FORM BY

FRED RAFFETTO, ESQ.
CITY COUNSEL

Certificate Number
688471

Registration Date: 04/30/2016
Expiration Date: 04/29/2018



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:

2016

Ambient

Responsible Representative(s):
Sergio Cardoso, President

Harold J. Wirths

Harold J. Wirths, Commissioner

Attachment: **Turf Club Response - Ambient (2017-260 : Award a contract tot the ambient group for impacted soil removal)**

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner

3.H.7.b

01/09/07

Taxpayer Identification# 208-123-631/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

THE AMBIENT GROUP LIMITED LIABILITY COMP

TRADE NAME:

AMBIENT

ADDRESS:

222 THIES ROAD
SEWELL NJ 08080

SEQUENCE NUMBER:

1290937

EFFECTIVE DATE:

ISSUANCE DATE:

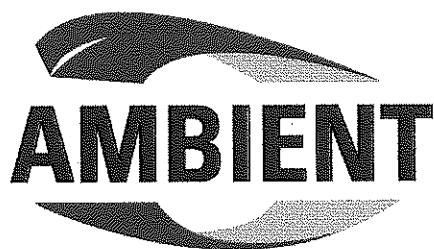
01/09/07


Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

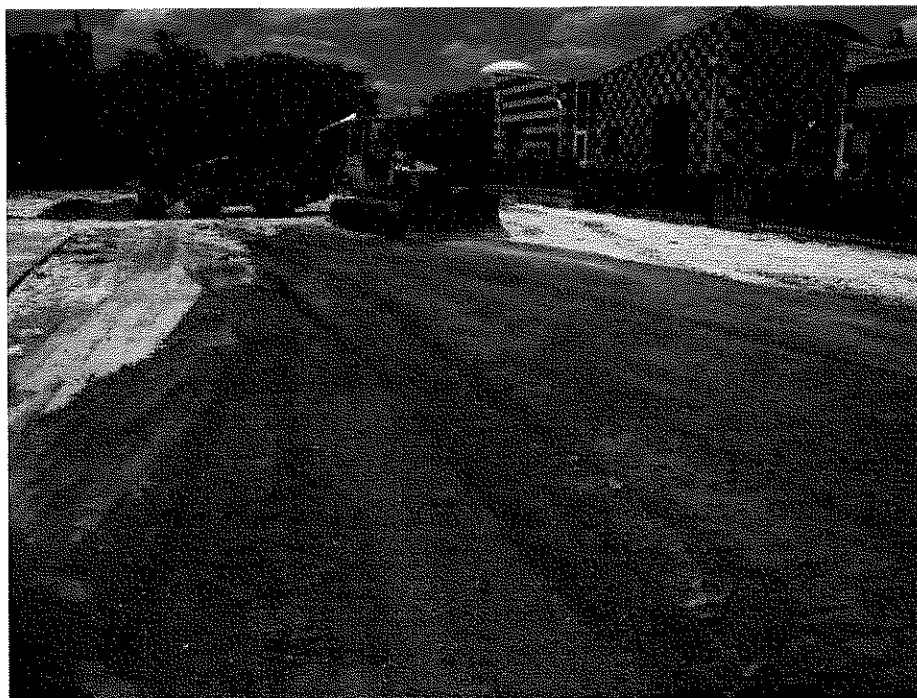
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Attachment: Turf Club Response - Ambient (2017-260 : Award a contract tot the ambient group for impacted soil removal)



The Ambient Group, LLC
 222 Thies Road
 Sewell, NJ 08080
 P 856-582-1765
 F 856-582-2114
www.ambientgp.com

Soil Remediation and Clean Soil Cap Construction
 Boys and Girls Club
 Atlantic City, New Jersey



Client: City of Atlantic City, New Jersey

Contact: Bob Carter - 856-874-7302 - Bob.Carter@marathonconsultants.com

Contract Amount: \$220,000.00

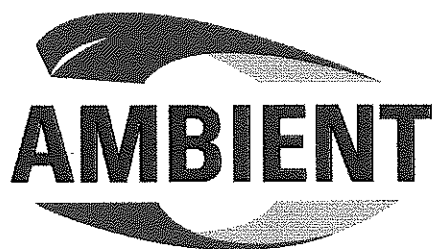
Date of Completion: 7/1/2015

Completed on time?: Yes

Completed within quoted amount?: Yes

Project description, including acreage: This project was for the remediation of historic fill and lead impacted soil in the play yard of the Atlantic City Boys and Girls Club. The scope of work included the excavation and disposal of non-hazardous lead impacted historic fill, placement of visual demarcation layer and construction of a clean fill cap. The entire yard, which was approximately 25,000 sf was cut two feet below grade and replaced with certified clean soil to construct the engineered cap. Approximately 2000 tons of impacted soil was remediated from the site and approximately 2000 tons of certified clean fill and 300 tons of topsoil was imported to the site. The site was then hydroseeded and the project was successfully completed on schedule.

Subcontractors: None



The Ambient Group, LLC
 222 Thies Road
 Sewell, NJ 08080
 P 856-582-1765
 F 856-582-2114
www.ambientgp.com

Soil Remediation, Utility Demolition and Clean Soil Cap
 Proposed Seaman Avenue Elementary School
 Perth Amboy, New Jersey



Client: City of Perth Amboy, New Jersey

Contact: William Call - wcall@pennjerseyenv.com - (732) 245-1874

Contract Amount: \$500,000.00

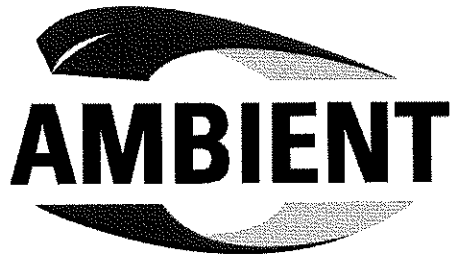
Date of Completion: 6/1/2016

Completed on time?: Yes

Completed within quoted amount?: Yes

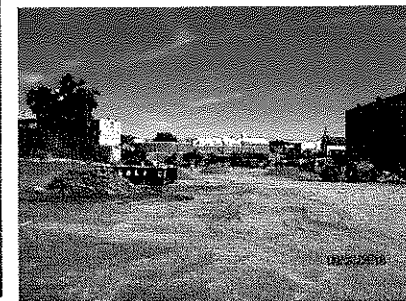
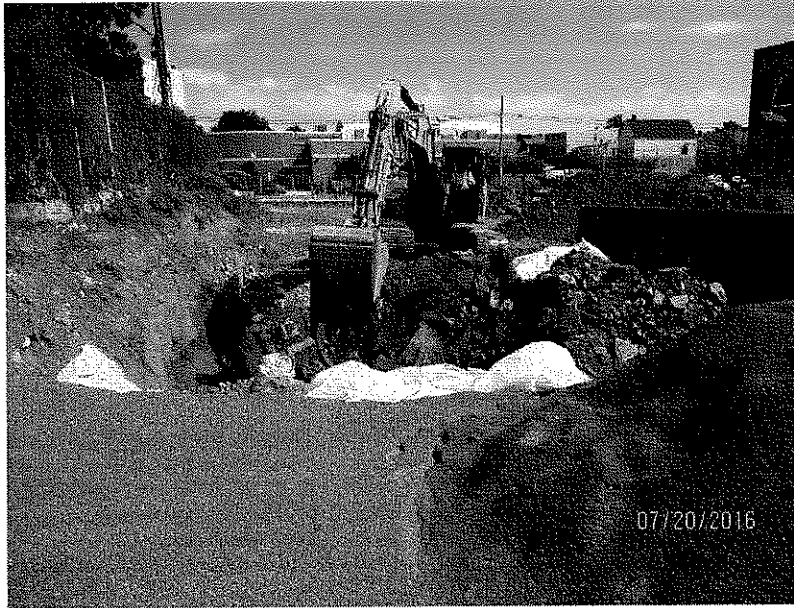
Project description, including acreage: This project was for early site preparation and remediation of a brownfields site for future development as an elementary school. The site was approximately 4.5 acres in size. The scope of work included the excavation and disposal of hazardous and non-hazardous soil, demolition and removal of inactive utilities, removal of an underground storage tank and construction of a clean fill cap. Approximately 3500 cubic yards of impacted soil was remediated from the site and the project was successfully completed on an extremely accelerated timeframe, allowing for the construction of the school to begin as scheduled.

Subcontractors: None



The Ambient Group, LLC
 222 Thies Road
 Sewell, NJ 08080
 P 856-582-1765
 F 856-582-2114
 www.ambientgp.com

New Jersey Schools Development Authority (NJSDA, Harrison NJ) Harrison Elementary School- Early Site Preparation



Client: New Jersey Schools Development Authority (NJSDA) Harrison, NJ

Contact:

Contract Amount: \$1,047,685

Date of Completion: 10/6/16

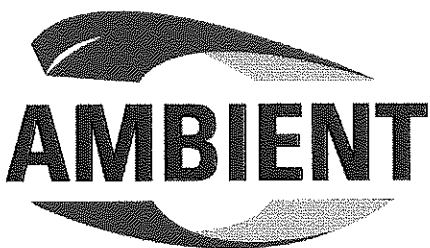
Completed on time?: Yes

Completed within quoted amount?: Yes

Project description, including acreage: The scope of work for this project consisted of the excavation and disposal of impacted soil and surficial asphalt, brick, and concrete. In addition, clean backfill was imported and installed. Temporary shoring (trench box) was installed as needed to facilitate excavation. The use of the trench box support system helped prevent the sidewalk from collapsing and projected adjacent sidewalks, roadways, and utilities. This project was conducted through two stages. The first stage focused on the excavation of the north half of the site. The second stage dealt with the southern half of the site.

Subcontractors: None

Attachment: Turf Club Response - Ambient (2017-260 : Award a contract tot the ambient group for impacted soil removal)



The Ambient Group, LLC
 222 Thies Road
 Sewell, NJ 08080
 P 856-582-1765
 F 856-582-2114
www.ambientgp.com

Soil Remediation and Site Preparation
 New Jersey Schools Development Authority
 Newark, New Jersey



Client: New Jersey Schools Development Authority, Newark, New Jersey

Contact: Rob Zeiders - 609-943-5955

Contract Amount: \$4,500,000.00

Date of Completion: 6/1/2013

Completed on time?: Yes

Completed within quoted amount?: Yes

Project description, including acreage: This project was the site preparation stage for the proposed construction of a new public elementary school in Newark, NJ and consisted of remediation of approximately two inner city acres located within two city blocks. Our team developed and performed a comprehensive sampling plan to characterize the waste streams for disposal. The project had numerous waste streams, which included various types of impacted soils, concrete, asphalt and groundwater. The project included removing and disposing of approximately 60,000 tons of impacted soils and importing and installing approximately 60,000 tons of clean fill. Additionally millions of gallons of water were pumped and treated onsite for disposal to the sanitary sewer system.

Subcontractors: None

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned
The Ambient Group, LLC
 222 Thies Road , Sewell, NJ 08080

, as **PRINCIPAL**, and
International Fidelity Insurance Company, a corporation organized and
 existing under the laws of the State of **New Jersey** and authorized to do
 business in the State of New Jersey, as **SURETY** are hereby held and firmly
 bound unto **City of Asbury Park**
One Municipal Plaza
Asbury Park NJ 07712

hereinafter called the "OWNER," in the

penal sum of **10% of total amount bid not to exceed Twenty thousand and 00/100 Dollars;**
(\$20,000.00)

for the payment of which, well and truly to be made, we hereby jointly, and
 severally bind ourselves, our heirs, executors, administrators, successors and
 assigns.

Signed this **25th** day of **July**, **2017**

The condition of the above obligation is such that whereas the **PRINCIPAL**
 has submitted to the

City of Asbury Park

a certain bid, attached hereto, and hereby made a part hereof, to enter into a
 Contract in writing for **Impacted Soil Removal Project, Turf Club Residences,**
Springwood Avenue, Asbury Park, New Jersey

NOW, THEREFORE,

- (a) If said bid shall be rejected, or, in the alternate
- (b) If said bid shall be accepted and the **PRINCIPAL** shall execute and
 deliver a Contract in the Form of Contract required by
 Specifications (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 and furnishing materials in connection therewith, and shall
 in all respects perform the agreement created by the acceptance
 of said bid,

THEN, this obligation shall be void, otherwise the same shall remain in
 force and effect; it being expressly understood and agreed that the liability
 of the **PRINCIPAL** and 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 an extension of the time within which the **OWNER** may accept such a
 bid; and said **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 fixed and these presents to be signed by their
 proper officers, the day and year first set forth above.

The Ambient Group, LLC

Principal

International Fidelity Insurance Company

KENNETH C. TURNER, Attorney-in-fact

Witness:

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE
 pursuant to N.J.S.A. 2A:44-143
 (for use when surety has a Certificate from the U.S. Department of the Treasury in accordance
 with 31 U.S.C. s9305)

INTERNATIONAL FIDELITY INSURANCE COMPANY surety on the attached bond hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirement of R.S. 17:17-6 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2016 and are included in the Annual Statement on file with the New Jersey Department of Banking and Insurance, 201 West State Street, Trenton, New Jersey.

INTERNATIONAL FIDELITY INSURANCE COMPANY

POLICYHOLDERS' SURPLUS at December 31, 2016	89,108,820
DEDUCTIONS for investment in Subsidiary	22,343,978
POLICYHOLDERS' SURPLUS ALLOWED	66,764,842

- (3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Department of the Treasury a certificate of authority pursuant to 31 U.S.C.s9305, the underwriting limitation established therein on July 1, 2016 is as follows:

INTERNATIONAL FIDELITY INSURANCE COMPANY	6,228,000
--	-----------

- (4) The amount of the bond to which this statement and certification is attached is \$ 10% of total amount bid
 not to exceed \$20,000.00

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

(a) The name and address of the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is: N/A

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

shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying Agent or Attorney-in-Fact for each surety on the bond)

Kenneth C. Turner, as **Attorney-in-Fact** for International Fidelity Insurance Company
 an insurance company domiciled in the State of New Jersey, DO HEREBY CERTIFY that, to the best
 of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of
 those states made by me are false, this bond is VOIDABLE.

(Signature)

Kenneth C. Turner

(Printed Name)

Attorney-in-Fact

(Title)

July 25, 2017

(Date)

INTERNATIONAL FIDELITY INSURANCE COMPANY
ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2016

<u>ASSETS</u>	
Bonds (Amortized Value)	\$116,553,232
Common Stocks (Market Value)	35,026,858
Mortgage Loans on Real Estate	364,497
Cash, Bank Deposits & Short Term Investments	27,210,274
Unpaid Premiums & Assumed Balances	9,398,922
Reinsurance Recoverable from Reinsurers	(563,771)
Electronic Data Processing Equipment	339,714
Investment Income Due and Accrued	643,984
Net Deferred Tax Assets	4,099,217
Receivables from Parent, Subsidiaries & Affiliates	96,331
Other Assets	<u>21,246,462</u>
TOTAL ASSETS	<u>\$214,415,720</u>
<u>LIABILITIES, SURPLUS & OTHER FUNDS</u>	
Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$2,684,535
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	353,354
Loss Adjustment Expenses	3,582,623
Commissions Payable, Contingent Commissions & Other Similar Charges ..	1,129,001
Other Expenses (Excluding Taxes, Licenses and Fees)	5,107,108
Taxes, Licenses & Fees (Excluding Federal Income Tax)	386,783
Current Federal & Foreign Income Taxes	155,610
Unearned Premiums	34,001,398
Dividends Declared & Unpaid - Stockholders	234,182
Dividends Declared & Unpaid: Policyholders	868,437
Ceded Reinsurance Premiums Payable	2,367,376
Funds Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Account of Others	67,451,019
Provision for Reinsurance	43,665
Payable to Parent, Subsidiaries and Affiliates	56,120
Other Liabilities	<u>6,884,658</u>
TOTAL LIABILITIES	<u>\$125,306,898</u>
Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Notes	16,000,000
Unassigned Funds (Surplus)	72,212,700
Less: Treasury Stock at cost (21,744 shares common) (value incl. \$45.)	<u>978,480</u>
Surplus as Regards Policyholders	<u>\$89,108,820</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$214,415,720</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2016, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the
seal of the Company, this 22nd day of February, 2017.
INTERNATIONAL FIDELITY INSURANCE COMPANY

POWER OF ATTORNEY**INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY**

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BRUCE M. ALLEN, KENNETH C. TURNER, KAREN L. ALLEN, DIANE L. OTT, GREGORY M. ALLEN

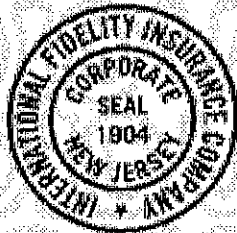
West Berlin, NJ.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

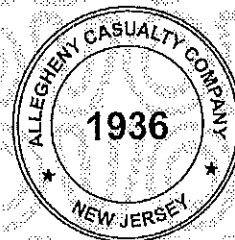
IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed an attested these presents on this 31st day of December, 2016.



STATE OF NEW JERSEY
County of Essex

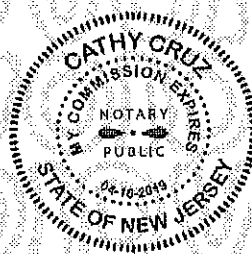
Robert W. Minster

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Cathy Cruz

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

25th day of July, 2017

Maria H. Branco

MARIA BRANCO, Assistant Secretary

Bond Number IF3506

INTERNATIONAL FIDELITY INSURANCE COMPANY
, NEW JERSEY

CONSENT OF SURETY

INTERNATIONAL FIDELITY INSURANCE COMPANY, , New Jersey
duly qualified to transact business in the state of New Jersey
agrees that if

The Ambient Group, LLC
222 Thies Road
Sewell NJ 08080

is the successful Bidder for Impacted Soil Removal Project, Turf Club
Residences, Springwood Avenue, Asbury Park,
New Jersey

it as surety will provide the Bidder with all bonds as required
in the advertisement or in the specifications.

Signed, sealed and dated this 25th day of July, 2017

International Fidelity Insurance Company
By  _____
KENNETH C. TURNER, Attorney-in-fact

Attachment: Turf Club Response - Ambient (2017-260 : Award a contract tot the ambient group for impacted soil removal)



RESOLUTION NO. 2017-261

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

AUTHORIZING APPOINTMENTS TO THE “ENVIRONMENTAL/SHADE TREE COMMISSION”

WHEREAS, pursuant to Section 2-41 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” an Environmental/Shade Tree Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

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

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Environmental/Shade Tree Commission for the term referenced:

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

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

Appointee

Term to Expire

Tom Kulesa

December 31, 2017

Roy Helfrick (Alternate 2)

December 31, 2020

3. That a certified copy of this Resolution shall be provided to Michael N. Capabianco, City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-261 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2017

CERTIFIED BY ME THIS 10th DAY OF August, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-262

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

RESOLUTION APPOINTING MEMBERS TO THE WESLEY LAKE COMMISSION

WHEREAS, pursuant to Section 2-45 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Wesley Lake Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and City Council approved Ordinance 2017-08 adopted on February 22, 2017 which changed the term from a one year term to a three year term; and

WHEREAS, the Mayor and City Council now wishes to changes those appointments to make them concur with Ordinance 2017-08.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Wesley Lake Commission for a three (3) year term:

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

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

Eileen Chapman - City Council Representative	Term Expire: 12/31/19
Gail Rosewater -Member appointed by City Council	Term Expire: 12/31/19
Tee Lesinski -Member appointed by City Council	Term Expire: 12/31/19
William McClave, Superintendent of Public Works	Term Expire: 12/31/19

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-262 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2017

CERTIFIED BY ME THIS 10th DAY OF August, 2017.

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2017-36**

**A CAPITAL ORDINANCE APPROPRIATING THE SUM OF \$42,400 FOR
ACQUISITION OF A SPEED TRAILER FOR THE POLICE DEPARTMENT,
VARIOUS TOOLS AND EQUIPMENT FOR THE MECHANICS WITHIN THE
DEPARTMENT OF PUBLIC WORKS, VARIOUS TOOLS AND EQUIPMENT FOR
THE FIRE DEPARTMENT**

BE IT ORDAINED, by the City Council of the City of Asbury Park in the County of Monmouth, New Jersey (not less than two-thirds of all members thereof affirmatively concurring) as follows:

SECTION 1. The improvements described in Section 2 of this Ordinance are hereby respectively authorized as general improvements to be made by the City of Asbury Park, New Jersey, for the said improvements or purposes stated in Section 2, there is hereby appropriated the sum of money therein stated as the appropriation made for said improvements or purposes, said sum being inclusive of all appropriations therefore made thereof and amounting in the aggregate to \$42,400 which is now available in capital surplus.

SECTION 2. The City of Asbury Park, in the County of Monmouth, State of New Jersey, is hereby authorized to provide for the following:

Acquisition of a speed trailer for the Police Department in an amount not to exceed \$20,000

Mechanics tools for staff within the Department of Public Works in an amount not to exceed \$5,000

Various tools and equipment for the Fire Department in an amount not to exceed \$17,000

Services associated with the 2:20 costs including advertising of this Ordinance \$400

Total Appropriation and Estimated Costs \$42,400

SECTION 3. It is hereby determined and stated:

(a) That said purposes are not a current expense. That the same are improvements which the municipality may lawfully make and that no part of the cost of said improvements has been or shall be specifically assessed on properties specifically benefited.

(b) It is not necessary to finance said appropriations by the issuance of obligations by the

City of Asbury Park pursuant to the Local Bond Law of the State of New Jersey, for the reason that monies sufficient to cover the appropriations thereof shall be available from capital surplus in the amount of \$42,400.

SECTION 4. The Capital Budget of the City of Asbury Park is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing all detail of the amended or temporary Capital Budget and capital program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and is available for public inspection.

SECTION 5. The sum of \$42,400 is hereby appropriated for the aforementioned purposes.

SECTION 6. It is hereby determined and stated that no supplemental debt statement is required to be made and signed in connection with said appropriations, since the gross debt of the municipality, as defined under the Local Bond Law, is not increased by this Ordinance and no obligations in the matter of notes or bonds are authorized by this Ordinance.

SECTION 7. This Ordinance shall take effect after publication thereof and final passage as required by law.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2017-36 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2017

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2017-35**

**AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN EASEMENT OVER
CERTAIN PORTIONS OF THE PUBLIC RIGHT-OF-WAY AREA ADJACENT TO
THE PROPERTY LOCATED AT 1003 BOND STREET (BLOCK 2703, LOT 2, F/K/A
BLOCK 167, LOT 1.02)**

WHEREAS, on February 13, 2007, the Asbury Park Zoning Board of Adjustment adopted a Resolution memorializing the approval of an application for Preliminary and Final Major Site Plan Approval relating to the renovation of an existing school building (a/k/a Holy Spirit School) into a 16 unit residential structure (hereinafter referred to as the “development project”) at the property located at 1003 Bond Street, more commonly known and designated as Block 2703, Lot 2, f/k/a Block 167, Lot 1.02 (hereinafter referred to as the “property”); and

WHEREAS, the property is located in the R-2 Zoning District, and is intended to be used as a multi-family residential structure; and

WHEREAS, the above-referenced Resolution of approval contained a condition that any encroachments into any public right-of-way areas (over which the City has jurisdiction) must be approved by the Mayor and Council of the City of Asbury Park (the “City”); and

WHEREAS, the development project includes the construction of a 17 space surface parking lot, along with lighting and a landscaped area, which is proposed to encroach into the public right-of-way areas by approximately 2,600 square feet; and

WHEREAS, the encroachment is described in more detail in a legal description prepared by Fredrick L. Voss, PE, PLS, of GTS Consultants, Inc., dated April 4, 2016, a copy of which is attached hereto as Exhibit “A,”; and

WHEREAS, the encroachment is depicted in more detail on the attached portion of a map entitled, “Final Site Plan - Building Use Conversion” of Block 167, Lot 1.02, in the City of Asbury Park, Monmouth County, New Jersey,” dated February 5, 1997, as prepared by Louis A. Scheidt,, PE, PLS, attached hereto as Exhibit “B”; and

WHEREAS, the applicant (current owner of the property) has requested that the City allow it to develop the property with the encroachment referenced above, and as described and depicted in the attached Exhibits; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public right-of-way areas on a case-by-case basis; and

WHEREAS, with respect to the within application, the Mayor and Council have determined the following:

- (1) The within proposed encroachment into the public right-of-way shall not interfere with the ability of the public to utilize the existing sidewalks or other public areas that are adjacent to the proposed development project; and
- (2) The encroachment is needed in order to provide for the construction of a 17 space surface parking lot, along with lighting and a landscaped area adjacent to the building, which is a necessary part of the development project; and
- (3) The completion of the proposed development project will represent a significant improvement to the area, and will result in substantial tax ratables to the City; and
- (4) The total area of the proposed encroachment is less than the minimum size required for development under the applicable municipal development regulations and is without any capital improvement(s) thereon; and

WHEREAS, as a result, to the extent that the City has jurisdiction over the area in question (and without making any affirmative representations with regard thereto), the Mayor and Council are willing to permit the construction of the 17 space surface parking lot, along with the proposed lighting and a landscaped area, which are proposed to encroach into certain public right-of-way areas that are believed to be under the City's jurisdiction, as referenced above, and as described and depicted in the attached Exhibits, for the consideration of Twenty Five Thousand Eight Hundred Dollars (\$25,800.00), which consideration shall be paid prior to the issuance of a Certificate of Occupancy for the property, on the condition that the easement area shall only be used for the purposes referenced herein and for no other purpose(s), and pursuant to the other terms and conditions set forth herein; and

WHEREAS, the purpose of this Ordinance is to confirm said conditional approval and to grant the necessary easement, in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.*; and

WHEREAS, the Mayor and City Council do not wish for the granting of this easement to serve as a precedent for further encroachments into the City's right-of-way areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the easement.

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

1. That, to the extent that the City has jurisdiction over the area in question (and without making any affirmative representations with regard thereto), the City, pursuant to the *New Jersey Local Lands and Buildings Law*, N.J.S.A. 40A:12-1, *et seq.*, and specifically N.J.S.A. 40A:12-13(b)(5), hereby authorizes the conveyance of an easement to the applicant, for the consideration of Twenty Five Thousand Eight Hundred Dollars (\$25,800.00), which consideration shall be paid prior to the issuance

- of a Certificate of Occupancy for the property, over a certain portion of the public right-of-way areas that are adjacent to the property, as more particularly described in the legal description attached hereto as Exhibit “A” and as depicted on Exhibit “B,” in order to allow for the construction of a 17 space surface parking lot, along with lighting and a landscaped area, as part of the development project, on the condition that the easement area shall only be used for the purposes referenced herein, and for no other purpose(s), and pursuant to the other terms and conditions set forth herein.
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, any and all documents that are necessary in order to effectuate the granting of this easement, which documents shall be in a form satisfactory to the City Attorney.
 3. That, following proper execution and notarization of the necessary easement documents, the same shall be recorded with the Monmouth County Clerk’s Office.
 4. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Ordinance.
 5. That all costs and expenses associated with this matter shall be paid by the applicant, through an escrow account established with the City.
 6. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
 7. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
 8. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2017-35 which was finally adopted by the City Council at a meeting held on the 9th day of August, 2017

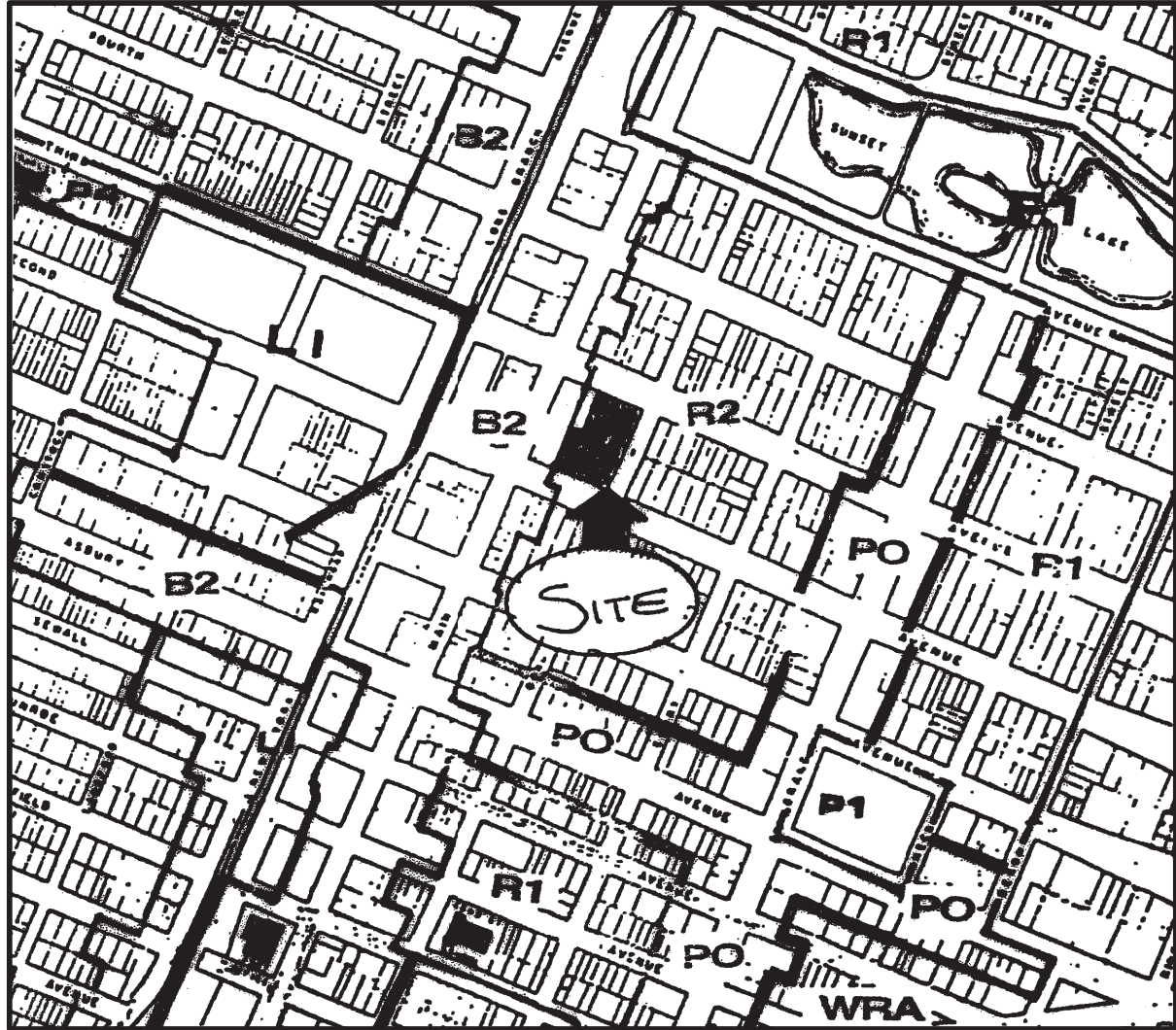
CINDY A. DYE
CITY CLERK

PROPOSED BUILDING USE CONVERSION

HOLY SPIRIT ROMAN CATHOLIC HIGH SCHOOL, ASBURY PARK, NJ

PROPERTY OWNERS LIST WITHIN 200'

TAKING DISTRICT 14	ADJACENT PROPERTY LISTING	APPLICANT'S BLOCK 167, LOT 1.02	CORP? 12 MONMOUTH
PROPERTY ID	PROPERTY LOCATION	CLASS	OWNERS NAME & ADDRESS
166 6	611 SECOND AVENUE	2	MERT, ANDREAS 611 SECOND AVENUE ASBURY PARK, NJ 07712
166 8	613 SECOND AVENUE	2	STEWART, MARK S 613 SECOND AVENUE ASBURY PARK, NJ 07712
166 9	615 SECOND AVENUE	2	ALLEN, FRANKIE 615 SECOND AVENUE ASBURY PARK, NJ 07712
166 10	617 SECOND AVENUE	2	LEE, KEVIN 617 SECOND AVE ASBURY PARK, NJ 07712
166 11	1004 BOND STREET	2	KESEY, JULIA E 1004 BOND STREET ASBURY PARK, NJ 07712
166 12	616 THIRD AVENUE	2	BRADY, KENNETH M 310 SEVENTH AVENUE ASBURY PARK, NJ 07712
166 13	614 THIRD AVENUE	2	VIAN, ROBERTA DE ROBERTIS 502 BUTTERBREE AVENUE INTERLAKEN, NJ 07712
166 14	612 THIRD AVENUE	2	SPICOLI, CHRISTIN 217 EVERETT ROAD DANIELSON, NJ 07054
166 15	610 THIRD AVENUE	2	MC DUFFEE, ROSINA & C E HEALE PO BOX 579 ASBURY PARK, NJ 07712
167 1.01	701-105 SECOND AVENUE	1SD	HOLY SPIRIT CHURCH 705 SECOND AVENUE ASBURY PARK, NJ 07712
167 4	715 SECOND AVENUE	4A	SANMARCO, CARL ELIJAH ON-R SANMARCO 147 EAST CENTRAL AVENUE MAYWOOD, NJ 07607
167 5	1002 MAIN STREET	4A	SPRINT ENTERPRISES, LLC 1002 MAIN STREET ASBURY PARK, NJ 07712
167 6	1004 MAIN STREET	4A	FERRERA, ALCIDES PO BOX 7523 NEWARK, NJ 07107
167 7	1006-16 MAIN STREET	4A	VACCARO, PASQUALE 514 PAGE AVE ALLENBURST, NJ 07713
168 2	1009 MAIN STREET	2	PARSON, LINDA PO BOX 1132 ASBURY PARK, NJ 07712
168 3	1011 MAIN STREET	4A	CARROLL, ROBERT & HELEN 1110 SUNSET AVENUE ASBURY PARK, NJ 07712
168 4	1013 MAIN STREET	4A	LY, XIAO DA & TO KUNG LIU 1013 MAIN STREET ASBURY PARK, NJ 07712
168 5	1015 MAIN STREET	4A	BRUTON, JENN & YOUNG 1015 MAIN STREET ASBURY PARK, NJ 07712
168 6	1017 MAIN STREET	4A	STINE, MONTIMER 1017 MAIN STREET ASBURY PARK, NJ 07712
168 7	1019 MAIN STREET	4A	LOANARO, CARMEN 210 HILLCREST AVENUE NEPTUNE, NJ 07753
169 6	1107 MAIN STREET	4A	BERKOVITZ, ISRAEL & SARAH 10 LAWRENCE JOHNSON DRIVE OCEAN, NJ 07712
170 1	701 THIRD AVENUE	2	TOMKOWITZ, ROBERT 400 EAST 56TH STREET NEW YORK, NY 10022
170 2	703 THIRD AVENUE	2	A.C.U.D., INC 810 BROADWAY-TRAIL MARK RD FAIRHOLM, NJ 07727
170 3	705 THIRD AVENUE	2	HEINER, JAMES 8519 MOORE ROAD WALL, NJ 07719
170 4	707 THIRD AVENUE	2	GRANAKIS, THEODOS & FRANKINA 707 THIRD AVE ASBURY PARK, NJ 07712
170 8	709 THIRD AVENUE	2	OKUNIEWICZ, OLIVIA & LINDA 193 LAKE AVENUE OAKBURST, NJ 07755
170 6	711 THIRD AVENUE	2	BAKAR, PAUL & THOMAS BAKAR 2 WESTBROOK ROAD BONELL, NJ 07731
170 7	713 THIRD AVENUE	2	WEINBERG, MARK 1948 LINDA AVENUE BROCKTON, NY 11824
170 8	715 THIRD AVENUE	1SD	WEAC CENTER CORP 715 THIRD AVENUE ASBURY PARK, NJ 07712
170 10	1109-1110 MAIN STREET	1SD	WEAC CENTER CORP 1109 MAIN STREET ASBURY PARK, NJ 07712
170 24	1109 BOND STREET	2	PADDIS, CHRISTOPHER A 25 BERNETT ROAD BONFORD, MA 01921
171 5	611 THIRD AVENUE	2	ROUNDTREE, RENE L 127 SHREWSBURY AVENUE RED BANK, NJ 07701
171 7	613 THIRD AVENUE	2	JANDERSON, SHARITA PO BOX 1015 ASBURY PARK, NJ 07712
171 8	615 THIRD AVENUE	2	MORRIS, MICHAEL 615 THIRD AVE ASBURY PARK, NJ 07712
171 9	617 THIRD AVENUE	2	KUNDEL, GEORGE B 617 THIRD AVE ASBURY PARK, NJ 07712
171 10	1102 BOND STREET	2	DELLARD, MARINE & JIMELIA 104 SECOND AVENUE TECH RIVER, NJ 08753



ZONE MAP
N.T.S.



AREA MAP
SCALE: 1" = 200'

R-2 ZONE BULK REQUIREMENTS TABLE

	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA	2500 SF / UNIT = 40,000 SF	17,168 SF	17,168 SF
MAXIMUM DENSITY	17 D.U./Ac = 7	0	16
MAXIMUM FAR	0.5	1.44	1.44
MINIMUM LOT WIDTH	50	100	100
MINIMUM LOT FRONTAGE	N/A	N/A	N/A
MINIMUM LOT DEPTH	N/A	N/A	N/A
MINIMUM FRONT YARD SETBACK	25 FT	24.02 FT - THIRD 9.37 FT - BOND	NO CHANGE
MINIMUM SIDE YARD SETBACK	6 FT	16.15 FT	NO CHANGE
MINIMUM COMBINED YARD SETBACK	14 FT	43.7 FT	NO CHANGE
MAXIMUM PERCENT BUILDING COVER	25%	48%	NO CHANGE
MAXIMUM PERCENT LOT COVER	N/A	N/A	N/A
MAXIMUM NUMBER OF STORIES	2.5	3	NO CHANGE
MAXIMUM BUILDING HEIGHT	30 FT	>30 FT	NO CHANGE
MINIMUM IMPROVABLE LOT AREA	N/A	N/A	N/A
OFF-STREET PARKING SPACES	32	-	17
LOADING SPACES	N/A	N/A	N/A
SIGNS	-	NONE	NONE
EXISTING USE OR USES:	HOLY SPIRIT SCHOOL - VACANT		
PROPOSED USE OR USES:	16 (2) BEDROOM APARTMENTS		
EXISTING FLOOR AREA:	8,418 SF		
PROPOSED FLOOR AREA:	8,418 SF		

PARKING SCHEDULE			
USE	CRITERIA	REQUIRED	PROVIDED
MULTI-FAMILY 2 BR	2/UNIT	32	17 (1) 1.06 PER UNIT

NOTES:
(1) VARIANCE PREVIOUSLY GRANTED

RECAPITULATION

- TOTAL SITE AREA = 66,324 ± SF (1.52 ACRES)(BEFORE SUBDIVISION)
- TOTAL AREA THIS APPLICATION = 17,168 ± SF (0.39 ACRES)

SITE INVENTORY			
COVERAGE	EXISTING	PROPOSED	PERCENT
BUILDINGS	8,418 SF	8,418 SF	49.04
PVMT/WALKS	5,734 SF	5,146 SF	29.97
GRASS/LANDSCAPING	3,016 SF	3,604 SF	20.99

- LOT & BLOCK NUMBERS TAKEN FROM CITY OF ASBURY PARK TAX MAP SHEET 27
- SITE IS SITUATED IN ZONE R-2 AS DELINEATED ON THE CITY OF ASBURY PARK ZONING MAP
- SITE IS DESIGNED ON PRELIMINARY ARCHITECTURAL DRAWINGS, MINOR ADJUSTMENTS MAY BE REQUIRED FOR FINAL ARCHITECTURAL REQUIREMENTS
- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ASBURY PARK AND COUNTY OF MONMOUTH DETAILS AND SPECIFICATIONS
- ALL UNDERGROUND UTILITIES TO BE VERIFIED WITH THE UTILITY COMPANIES PRIOR TO START OF CONSTRUCTION
- ALL SITE GRADING TO BE DONE IN ACCORDANCE WITH DETAILS SHOWN HEREON. IN NO CASE SHALL THE CONTRACTOR GRADE THE SITE TO ALLOW PUDDLING OR SOIL EROSION ONTO ADJACENT PROPERTIES
- ESTIMATED SEWAGE OUTFLOW TO BE 3,600 G.P.D., NOT REQUIRING TWA STATE PERMIT
16 - 2 BR @ 225 G.P.D. = 3,600

WAIVERS PREVIOUSLY GRANTED:

- SECTION 150.12-b(1): PARKING STALL SIZE: 8.5'x19' REQUIRED, 8.5'x18' PROVIDED
- SECTION 150.14(a): 10' BUFFER STRIP REQUIRED, NONE PROVIDED
- SECTION 150.14(b): BUFFER STRIP AROUND PARKING, 5' REQUIRED, 4' PROVIDED
- SECTION 150.12(d): AISLE WIDTH, 24' REQUIRED, 22' PROPOSED
- SECTION 150.14(f): PARKING AREA LANDSCAPING, 10% REQUIRED, NONE PROVIDED
- SECTION 150.13(A): DRIVEWAY DISTANCE TO STREET, 50' REQUIRED, 0' PROPOSED

12.06/14/16	REV. PER FSCD COMMENTS	FVI
11.04/11/16	REV. PER 3RD RESOLUTION COMPLIANCE REVIEW	FVI
10.03/07/16	REV. PER 2ND RESOLUTION COMPLIANCE REVIEW	FVI
9.01/22/16	REV. PER ENGINEERING MEETING	FVI
8.12/27/06	REV. PER BOARD APPROVAL	DT
7.10/13/06	REV. PER PLANNERS LETTER	TC
6.10/13/06	REV. PER PLANNERS COMMENTS	TC
5.05/16/06	REV. BULK TABLE AND SITE INVENTORY CHART	DT
4.10/25/05	REV. PER CLIENT	DT
3.8/04/03	REV. AS PER REVIEW LETTER	DT
2.4/10/97	REV. RECAPITULATION	TRP
1.3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:
		INITI:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
Vicinity and Key Maps, Recapitulation

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



JOB NO:	192530022	Louis A. Scheidt PROFESSIONAL ENGINEER PROFESSIONAL PLANNER
SHEET:	SP-1	
SCALE:	AS SHOWN	
DATE:	2/5/97	
DRAWN BY:	DT	N.J. LICENSE # 24321
		6/14/16 DATE:

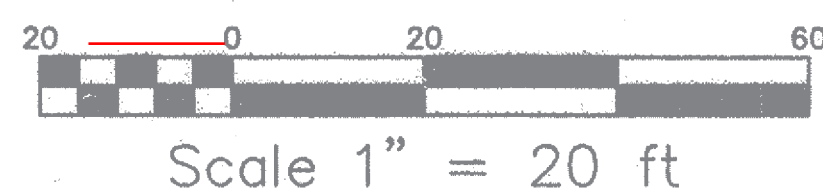
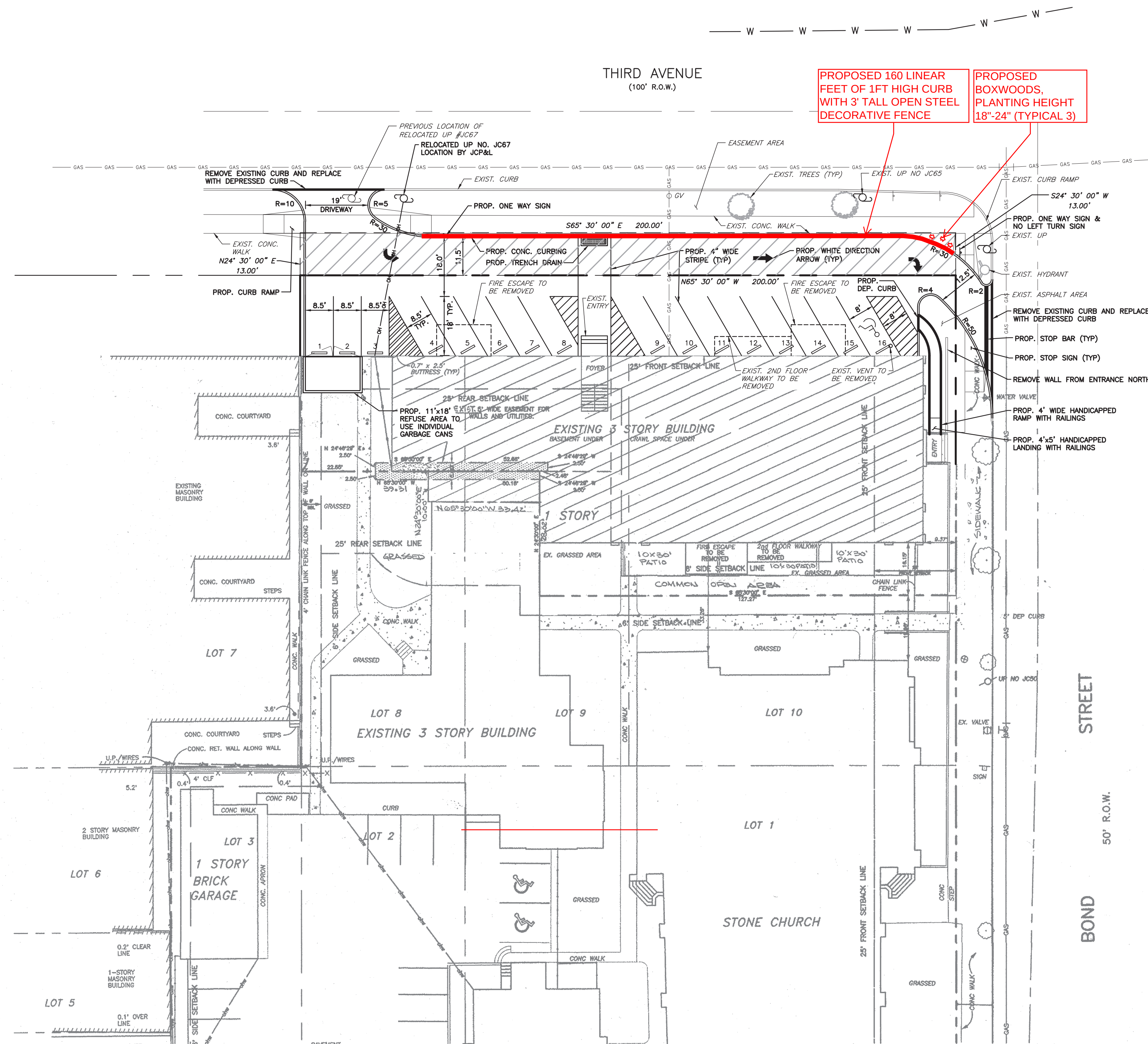
OWNER
PRESIDENT STREET PARTNERS
16 COURT STREET
BROOKLYN, NY 11241

DEVELOPER
YCC DEVELOPMENT LLC
6830 ROUTE 9 SOUTH
HOWELL, NJ 07731

ALSO TO BE NOTIFIED

- Robert W. Clark, Director
Monmouth County Planning Board
Hall of Records Annex
Main Street
Freehold, NJ 07723
- Thomas Dowd, Regional Engineer
NJ DOT - Central Region Permits
100 Daniels Way
Freehold, NJ 07723
- RICHARD S. COHEN, SECRETARY & CORPORATE COUNSEL
JERSEY CENTRAL POWER AND LIGHT COMPANY
300 MADISON AVENUE
MORRISTOWN, NJ 07962-1011
- OLETA HARDEN, SR., VICE PRESIDENT AND SECRETARY
NEW JERSEY NATURAL GAS COMPANY
1514 WYCKOFF ROAD
PO BOX 1400
WALL, NJ 07719
- R W MUNDY, R. MANAGER
NEW JERSEY AMERICAN WATER COMPANY
661 SHREWSBURY AVENUE
SHREWSBURY, NJ 07702
- ENGINEERING DEPARTMENT
CABLEVISION
PO BOX 68
BELMAR, NJ 07718
- GARRETT GIBBERSON, DIR. OF PUBLIC MAINTENANCE
ASBURY PARK SEWER DEPARTMENT
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

OWNERSHIP OF DOCUMENTS
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GENERAL NOTES:

- SCOPE OF PROJECT IS TO CONVERT AN EXISTING CHRISTIAN EDUCATION BUILDING TO 16 (2 BEDROOM) CONDOMINIUMS.
- PROPOSED PROJECT IS SITUATED ON LOT 1.02 BLOCK 167 IN THE CITY OF ASBURY PARK AS SHOWN ON SHEET 27 OF THE OFFICIAL TAX MAP. SITE CONTAINS 0.32 ACRES (17,168 SF).
- THIS MAP IS BASED ON INFORMATION GATHERED IN THE FIELD BY INNOVATIVE ENGINEERING, INC.
- ALL ELEVATIONS SHOWN ARE BASED ON USC&G DATUM.
- PUBLIC WATER IS EXISTING TO SITE. CONNECTION SIZE TO BE VERIFIED THROUGH ARCHITECTURALS, BOCA AND LOCAL CODES.
- ALL PROPOSED LIGHTING IS TO BE SHIELDED TO PREVENT GLARE ON ADJACENT PROPERTIES.
- ALL EXISTING CONDITIONS AND DIMENSIONS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE CODES AND ORDINANCES.
- CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT AND CONSTRUCTION.
- CONTRACTORS SHALL ASSUME RESPONSIBILITY FOR PLACEMENT AND BACKFILL OF ALL SANITARY SEWER PIPE IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS.(IF NECESSARY)
- PROJECT SITE SHALL BE CLEARED ONLY AS REQUIRED. EXISTING TREES SHALL BE PROTECTED ALONG ALL EXCAVATION AND CONSTRUCTION LIMITS.(IF NECESSARY)
- CONTRACTOR TO BE RESPONSIBLE FOR MAINTENANCE, CLEANUP AND SECURITY OF ALL FACILITIES DURING CONSTRUCTION. UPON ACCEPTANCE OF ALL SITE IMPROVEMENTS, OWNER SHALL ASSUME RESPONSIBILITY.
- MAINTENANCE SCHEDULE:
 - SEDIMENT CLEANUP WITHIN DRAINAGE FACILITIES SHALL BE SCHEDULED ONCE EVERY TWO MONTHS, OR AS NEEDED.
 - CONTRACTOR TO BE RESPONSIBLE FOR MAINTENANCE OF ALL FACILITIES DURING CONSTRUCTION.
- LANDSCAPED AREAS SHALL BE SHOWN ON PLAN. EXISTING TREES IN GOOD CONDITION SHALL REMAIN WHEREVER POSSIBLE.
- ALL ROOF RUNOFF TO REMAIN DIRECTED TO EXISTING DOWN SPOUTS.
- PROPOSED TELEPHONE, ELECTRICAL, CATV AND GAS SERVICES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH LOCAL UTILITY STANDARDS.(IF NECESSARY)
- ALL TRAFFIC CONTROL DEVICES, SIGNS AND STRIPPING, ETC. TO BE INSTALLED IN ACCORDANCE WITH PREVAILING STANDARDS AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- ALL FILL MATERIAL TO BE COMPACTED TO 95% PROCTOR DENSITY. ALL FILL MATERIAL TO BE CLEAN GRANULAR MATERIAL.
- REFUSE TO BE STORED AND COLLECTED IN ACCORDANCE WITH LOCAL REGULATIONS, AND IN ACCORDANCE WITH LOCAL RECYCLING ORDINANCES.
- RECYCLING TO BE STORED IN ACCORDANCE WITH SECTION 155.1 OF THE CITY OF ASBURY PARK ZONING ORDINANCE. STORAGE WILL BE INSIDE TRASH ENCLOSURE (192 S.F. MIN.).
- SIDEWALK TO BE REMOVED FOR UTILITY TRENCHES SHALL BE SAW-CUT AT THE NEAREST JOINT TO AID IN THE BLENDING OF NEWLY CONSTRUCTED SIDEWALK WITH THE EXISTING SIDEWALK.
- EASEMENT FILING SHALL BE SUBMITTED BY THE CLIENT TO THE TOWN VIA CLIENTS ATTORNEY.

METES AND BOUNDS DESCRIPTION FOR AN EASEMENT AREA
WITHIN THE THIRD AVENUE RIGHT OF WAY
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF BOND STREET (50 FEET WIDE) WITH THE SOUTHERLY RIGHT OF WAY LINE OF THIRD AVENUE (100 FEET WIDE); THENCE RUNNING,

- ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF THIRD AVENUE, N 65° 30' 00" W, 200.00 FEET TO A POINT THEREON; THENCE,
- AT RIGHT ANGLES TO AND THROUGH THE THIRD AVENUE PUBLIC RIGHT OF WAY, N 24° 30' 00" E, 13.00 FEET TO A POINT; THENCE,
- PARALLEL WITH THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF THIRD AVENUE, S 65° 30' 00" E, 200.00 FEET TO A POINT; THENCE,
- AT RIGHT ANGLES TO SAID SOUTHERLY RIGHT OF WAY LINE OF THIRD AVENUE, S 24° 30' 00" W, 13.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING AN AREA OF 2,600 SQUARE FEET MORE OR LESS.

BEING AN AREA WITHIN THE PUBLIC RIGHT OF WAY OF THIRD AVENUE TO OCCUPY WITH CURB, ASPHALT PAVEMENT, AND APPURTENANCES TO SERVE AS A CIRCULATION AISLE WITHIN A PARKING AREA ON THE ABUTTING PROPERTY.

12.06/14/16	REV. PER FSCD COMMENTS	FVI
11.04/11/16	REV. PER 3RD RESOLUTION COMPLIANCE REVIEW	FVI
10.03/07/16	REV. PER 2ND RESOLUTION COMPLIANCE REVIEW	FVI
9.01/22/16	REV. PER ENGINEERING MEETING	FVI
8.12/27/06	REV. PER BOARD APPROVAL	DT
7.10/13/06	REV. PER PLANNERS LETTER	TC
6.10/13/06	REV. PER PLANNERS COMMENTS	TC
5.05/16/06	REV. BULK TABLE AND SITE INVENTORY CHART	DT
4.10/25/05	REV. PER CLIENT	DT
3.8/04/03	REV. AS PER REVIEW LETTER	DT
2.4/10/97	REV. RECAPITULATION	TRP
1.3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:
		INITI:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



1971 Route 34 - Wall Township, New Jersey 07719 - Phone: (732) 449-0099 Fax: (732) 449-3131
www.stantec.com

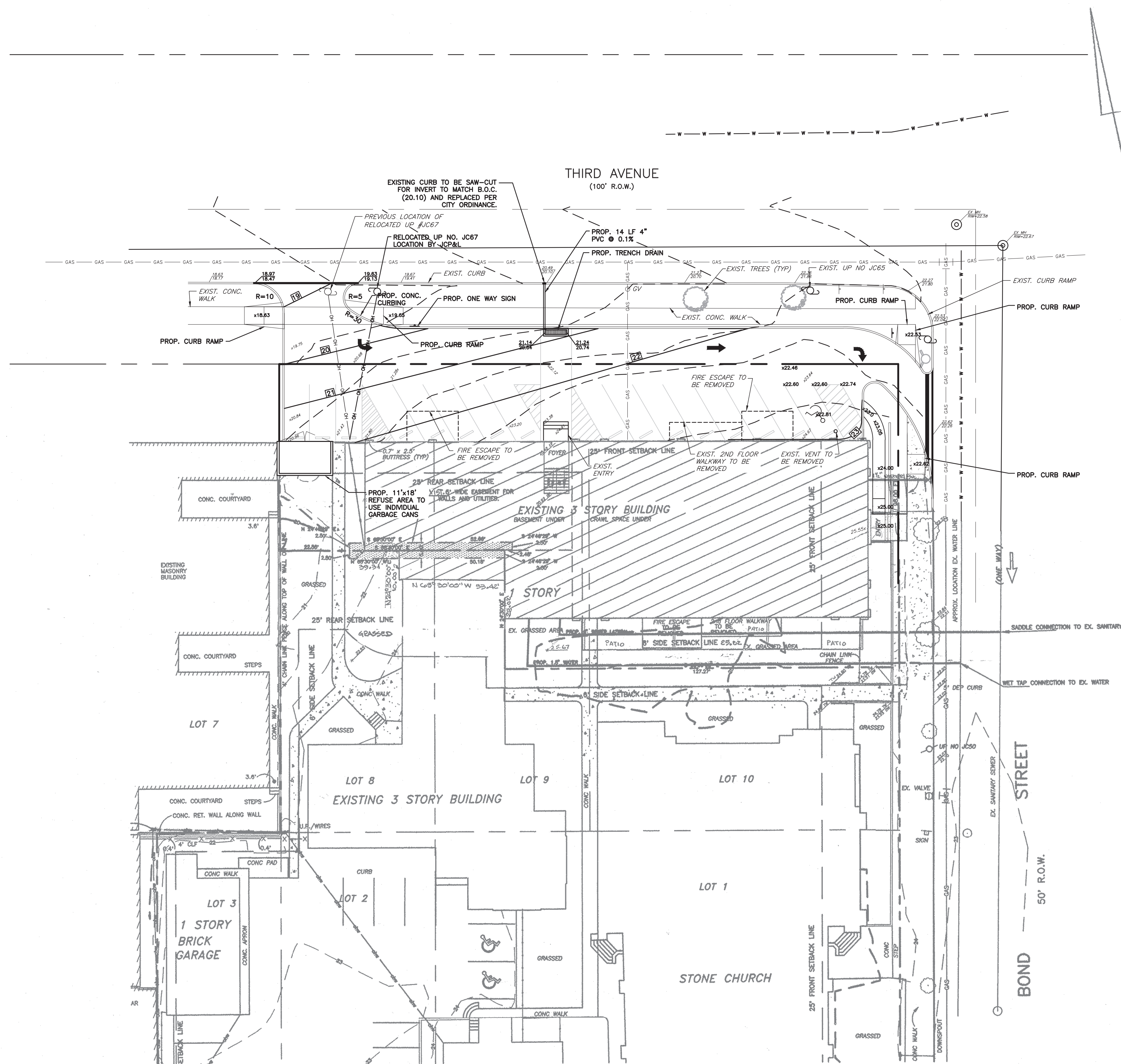
JOB NO: 192530022
SHEET: SP-2
SCALE: AS SHOWN
DATE: 2/5/97
DRAWN BY: DT

Louis A. Scheidt
PROFESSIONAL ENGINEER
PROFESSIONAL PLANNER

N.J. LICENSE # 24321

6/14/16
DATE:

NOTE:
ANY CURB & SIDEWALK TO BE REMOVED FOR UTILITY
TRENCHES SHALL BE SAW-CUT AT THE NEAREST JOINT TO
AID THE BLENDING OF NEWLY CONSTRUCTED CURB &
SIDEWALK WITH EXISTING.



NOTE:
SLOPE OF PROPOSED GRADING
IS $\leq 2\%$ IN ADA AREA.

LEGEND

	HYDRANT
	UTILITY VALVE
	OVERHEAD WIRES
	APPROX. LOC. UNDERGROUND GAS LINE
	APPROX. LOC. UNDERGROUND WATER LINE
	UTILITY POLE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED TOP OF CURB EL.
	PROPOSED GUTTER EL.
	EXISTING TOP OF CURB EL.
	EXISTING GUTTER EL.

12.	06/14/16	REV. PER FSCD COMMENTS	FVI
11.	04/11/16	REV. PER 3RD RESOLUTION COMPLIANCE REVIEW	FVI
10.	03/07/16	REV. PER 2ND RESOLUTION COMPLIANCE REVIEW	FVI
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5.	05/16/06	REV. BULK TABLE AND SITE INVENTORY CHART	DT
4.	10/25/05	REV. PER CLIENT	DT
3.	8/04/03	REV. AS PER REVIEW LETTER	DT
2.	4/10/97	REV. RECAPITULATION	TRP
1.	3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:	INIT:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
GRADING & DRAINAGE

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



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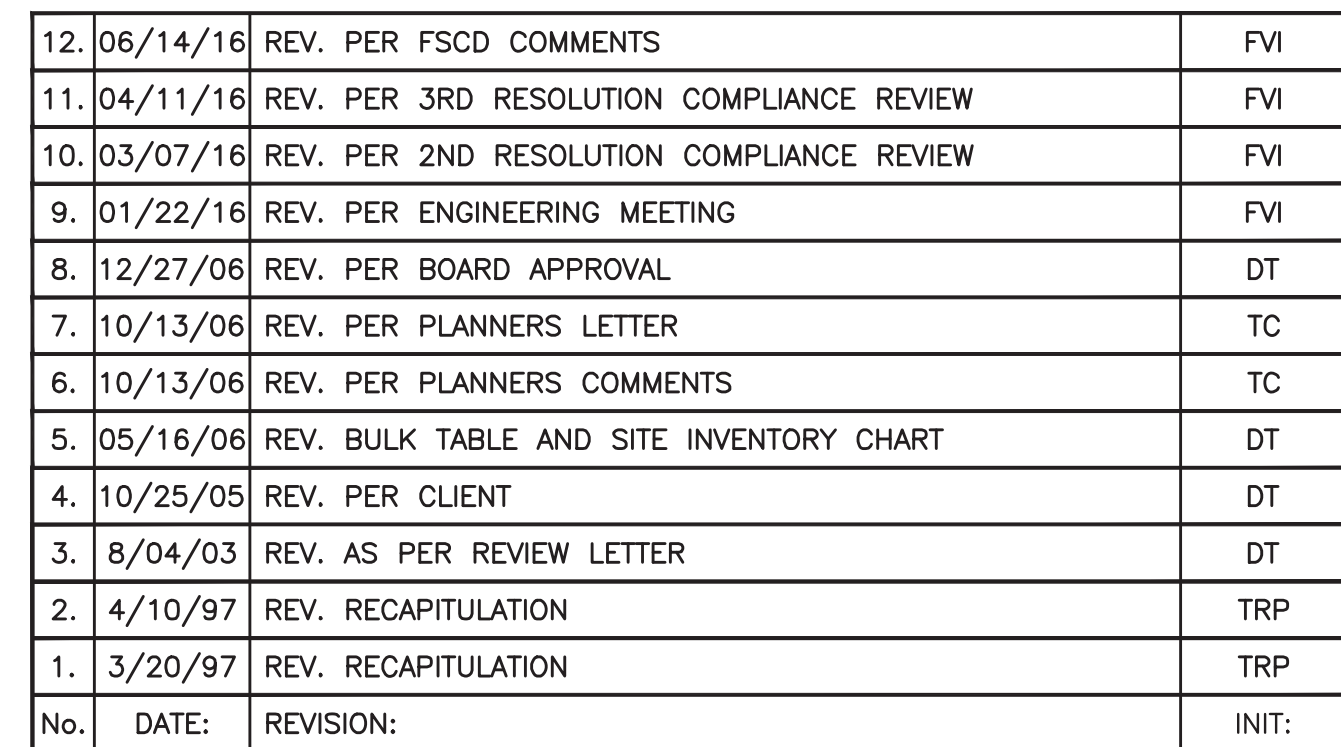
JOB NO: 192530022
SHEET: SP-3
SCALE: AS SHOWN
DATE: 2/5/97
DRAWN BY: DT

Louis A. Scheidt
PROFESSIONAL ENGINEER
PROFESSIONAL PLANNER

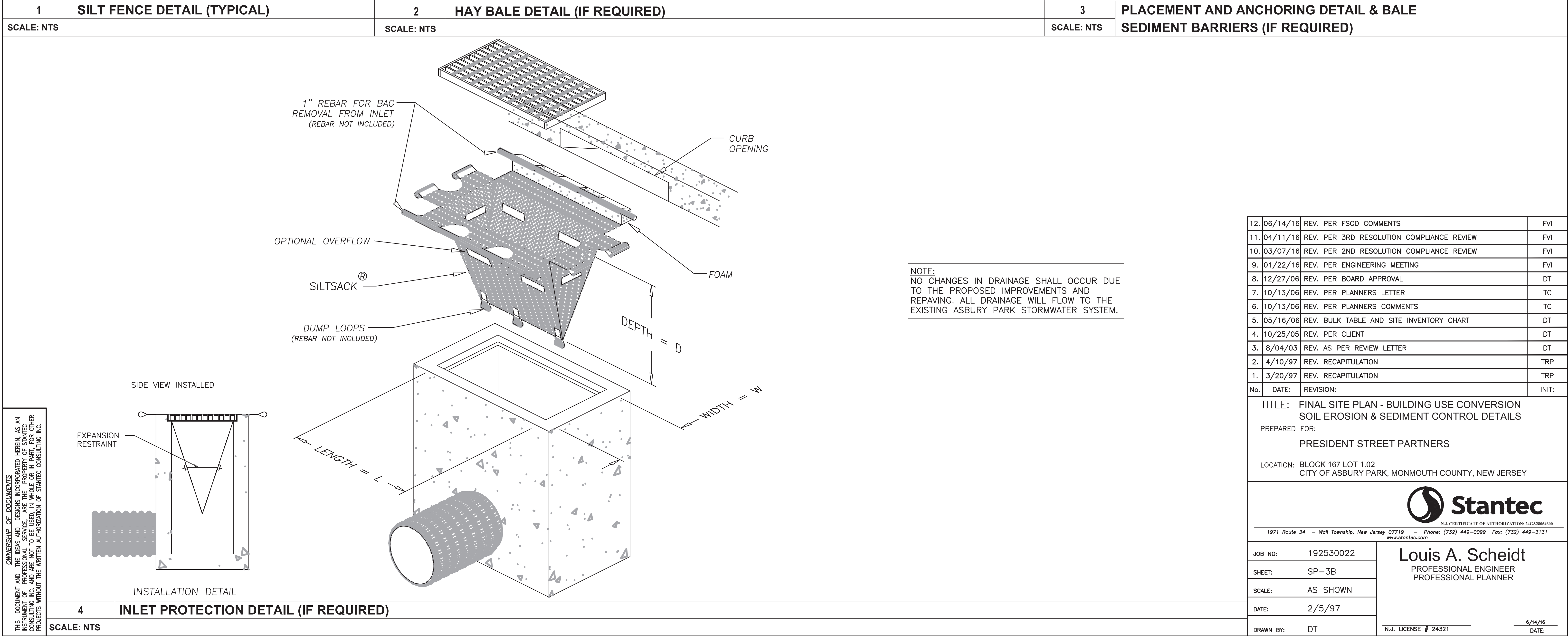
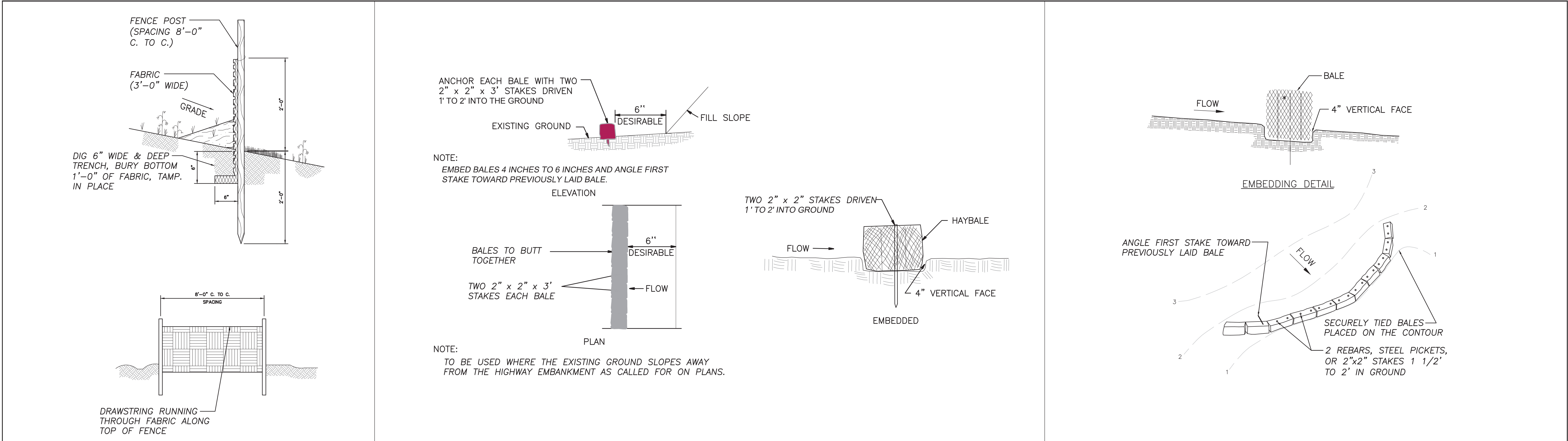
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11.	04/11/16	REV. PER 3RD RESOLUTION COMPLIANCE REVIEW	FVI
10.	03/07/16	REV. PER 2ND RESOLUTION COMPLIANCE REVIEW	FVI
9.	01/22/16	REV. PER ENGINEERING MEETING	FVI
8.	12/27/06	REV. PER BOARD APPROVAL	DT
7.	10/13/06	REV. PER PLANNERS LETTER	TC
6.	10/13/06	REV. PER PLANNERS COMMENTS	TC
5.	05/16/06	REV. BULK TABLE AND SITE INVENTORY CHART	DT
4.	10/25/05	REV. PER CLIENT	DT
3.	8/04/03	REV. AS PER REVIEW LETTER	DT
2.	4/10/97	REV. RECAPITULATION	TRP
1.	3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:	INIT:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
SOIL EROSION & SEDIMENT CONTROL DETAILS

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

N.J. CERTIFICATE OF AUTHORIZATION: 24GA28064600

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SHEET: SP-3B

SCALE: AS SHOWN

DATE: 2/5/97

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N.J. LICENSE # 24321

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SOIL EROSION AND SEDIMENT CONTROL NOTES

1. The Freehold Soil Conservation District shall be notified forty-eight (48) hours in advance of any soil disturbing activity.
2. All Soil Erosion and Sediment Control practices are to be installed prior to soil disturbance, or in their proper sequence, and maintained until permanent protection is established.
3. Any changes to the Certified Soil Erosion and Sediment Control Plans will require the submission of revised Soil Erosion and Sediment Control Plans to the District for re-certification. The revised plans must meet all current State Soil Erosion and Sediment Control Standards.
4. N.J.S.A 4:24-39 et. Seq. requires that no Certificates of Occupancy be issued before the District determines that a project or portion thereof is in full compliance with the Certified Plan and Standards for Soil Erosion and Sediment Control in New Jersey and a Report of Compliance has been issued. Upon written request from the applicant, the District may issue a Report of Compliance with conditions on a lot-by-lot or section-by-section basis, provided that the project or portion thereof is in satisfactory compliance with the sequence of development and temporary measures for soil erosion and sediment control have been implemented, including provisions for stabilization and site work.
5. Any disturbed areas that will be left exposed more than sixty (60) days, and not subject to construction traffic, will immediately receive a temporary seeding. If the season prevents the establishment of temporary cover, the disturbed areas will be mulched with straw, or equivalent material, at a rate of 2 to 2 ½ tons per acre, according to the Standard for Stabilization with Mulch Only.
6. Immediately following initial disturbance or rough grading, all critical areas subject to erosion (i.e. soil stockpiles, steep slopes and roadway embankments) will receive temporary seeding in combination with straw mulch or a suitable equivalent, and a mulch anchor, in accordance with State Standards.
7. A sub-base course will be applied immediately following rough grading and installation of improvements to stabilize streets, roads, driveways, and parking areas. In areas where no utilities are present, the sub-base shall be installed within fifteen (15) days of the preliminary grading.
8. The Standard for Stabilized Construction Access requires the installation of a pad of clean crushed stone at points where traffic will be accessing the construction site. After interior roadways are paved, individual lots require a stabilized construction access consisting of one inch to two inch (1" - 2") stone for a minimum length of ten feet (10') equal to the lot entrance width. All other access points shall be blocked off.
9. All soil washed, dropped, spilled, or tracked outside the limit of disturbance or onto public right-of-ways will be removed immediately.
10. Permanent vegetation is to be seeded or sodded on all exposed areas within ten (10) days after final grading.
11. At the time that site preparation for permanent vegetative stabilization is going to be accomplished, any soil that will not provide a suitable environment to support adequate vegetative ground cover shall be removed or treated in such a way that it will permanently adjust the soil conditions and render it suitable for vegetative ground cover. If the removal or treatment of the soil will not provide suitable conditions, non-vegetative means of permanent ground stabilization will have to be employed.
12. In accordance with the Standard for Management of High Acid Producing Soils, any soil having a pH of 4 or less or containing iron sulfides shall be ultimately placed or buried with limestone applied at the rate of 10 tons/acre, (or 450 lbs/1,000 sq ft of surface area) and covered with a minimum of 12" of settled soil with a pH of 5 or more, or 24" where trees or shrubs are to be planted.
13. Conduit Outlet Protection must be installed at all required outfalls prior to the drainage system becoming operational.
14. Unfiltered dewatering is not permitted. Necessary precautions must be taken during all dewatering operations to minimize sediment transfer. Any dewatering methods used must be in accordance with the Standard for Dewatering.
15. Should the control of dust at the site be necessary, the site will be sprinkled until the surface is wet, temporary vegetative cover shall be established or mulch shall be applied as required by the Standard for Dust Control.
16. Stockpile and staging locations established in the field shall be placed within the limit of disturbance according to the certified plan. Staging and stockpiles not located within the limit of disturbance will require certification of a revised Soil Erosion and Sediment Control Plan. Certification of a new Soil Erosion and Sediment Control Plan may be required for these activities if an area greater than 5,000 square feet is disturbed.
17. All soil stockpiles are to be temporarily stabilized in accordance with Soil Erosion and Sediment Control note #6.
18. The property owner shall be responsible for any erosion or sedimentation that may occur below stormwater outfalls or offsite as a result of construction of the project.

Freehold Soil Conservation District
400 Kozloski Road
Freehold, NJ 07728

STANDARD
FOR
PERMANENT VEGETATIVE COVER FOR SOIL STABILIZATION

Definition

Establishment of permanent vegetative cover on exposed soils where perennial vegetation is need for long term protection.

Purpose

To permanently stabilize the soil, assuring conservation of soil and water, and to enhance the environment.

Where Applicable

On exposed soils that have a potential for causing off-site environmental damage.

Methods and Materials

I. Site Preparation

- A. Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and mulch anchoring. All grading should be done in accordance with Standard for Land Grading.
- B. Immediately prior to seeding and topsoil application, the subsoil shall be evaluated for compaction in accordance with the Standard for Land Grading.
- C. Topsoil should be handled only when it is dry enough to work without damaging the soil structure. A uniform application to a depth of 5 inches (unsettled) is required on all sites. Topsoil shall be amended with organic matter, as needed, in accordance with the Standard for Topsoiling.
- D. Install needed erosion control practices or facilities such as diversions, grade-stabilization structures, channel stabilization measures, sediment basins, and waterways.

II. Seedbed Preparation

- A. Uniformly apply ground limestone and fertilizer to topsoil which has been spread and firmed, according to soil test recommendations such as offered by Rutgers Co-operative Extension Soil sample mailers are available from the local Rutgers Cooperative Extension offices (<http://njaes.rutgers.edu/county/>). Fertilizer shall be applied at the rate of 500 pounds per acre or 11 pounds per 1,000 square feet of 10–10–10 or equivalent with 50% water insoluble nitrogen unless a soil test indicates otherwise and incorporated into the surface 4 inches. If fertilizer is not incorporated, apply one-half the rate described above during seedbed preparation and repeat another one-half rate application of the same fertilizer within 3 to 5 weeks after seeding.

SOIL TEXTURE	TONS/ACRE	LBS./1,000	SQ. FT.
Clay, clay loam, and high organic soil	4	180	
Sandy loam, loam, silt loam	3	135	
Loamy sand, sand	2	90	

Pulverized dolomitic limestone is preferred for most soils south of the New Brunswick–Trenton line.

- B. Work lime and fertilizer into the soil as nearly as practical to a depth of 4 inches with a disc, spring tooth harrow, or other suitable equipment. The final harrowing or discing operation should be on the general contour. Continue tillage until a reasonably uniform, fine seeded is prepared.

- C. High acid producing soil. Soils having a pH of 4 or less or containing iron sulfide shall be covered with a minimum of 12 inches of soil 5 or more before initiating seedbed preparation. See Standard for Management of High Acid–Producing Soils for specific requirements.

III. Seeding

- A. Select a mixture from Table 4–3 or use a mixture recommended by Rutgers Cooperative Extension or Natural Resources Conservation Service which is approved by the Soil Conservation District. Seed germination shall have been tested within 12 months of the planting date. No seed shall be accepted with a germination test date more than 12 months old unless retested.

1. Seeding rates specified are required when a report of compliance is requested prior to actual establishment of permanent vegetation. Up to 50% reduction in rates may be used when permanent vegetation is established prior to a report of compliance inspection. These rates apply to all methods of seeding. Establishing permanent vegetation means 80% vegetative coverage with the specified seed mixture for the seeded area and mowed once.

2. Warm–season mixtures are grasses and legumes which maximize growth at high temperatures, generally 85o F and above. See Table 4–3 mixtures 1 to 7. Planting rates for warm–season grasses shall be the amount of Pure Live Seed (PLS) as determined by germination testing results.

3. Cool–season mixtures are grasses and legumes which maximize growth at temperatures below 85oF. Many grasses become active at 65oF. See Table 4–3, mixtures 8–20. Adjustment of planting rates to compensate for the amount of PLS is not required for cool season grasses.

- B. Conventional Seeding is performed by applying seed uniformly by hand, cyclone (centrifugal) seeder, drop seeder, drill or cultipacker seeder. Except for drilled, hydroseeded or cultipacked seedings, seed shall be incorporated into the soil within 24 hours of seedbed preparation to a depth of 1/4 to 1/2 inch, by raking or dragging. Depth of seed placement may be 1/4 inch deeper on coarse-textured soil.

- C. After seeding, firming the soil with a corrugated roller will assure good seed-to-soil contact, restore capillary, and improve seedling emergence. This is the preferred method. When performed on the contour, sheet erosion will be minimized and water conservation on site will be maximized.

- D. Hydroseeding is a broadcast seeding method usually involving a truck, or trailer-mounted tank, with an agitation system and hydraulic pump for mixing seed, water and fertilizer and spraying the mix onto the prepared seedbed. Mulch shall not be included in the tank with seed. Short-fibered mulch may be applied with a hydroseeder following seeding. (also see Section 4–Mulching below). Hydroseeding is not a preferred seeding method because seed and fertilizer are applied to the surface and not incorporated into the soil. When poor seed to soil contact occurs, there is a reduced seed germination and growth.

IV. Mulching

Mulching is required on all seeding. Mulch will protect against erosion before grass is established and will promote faster and earlier establishment. The existence of vegetation sufficient to control soil erosion shall be deemed compliance with this mulching requirement.

- A. Straw or Hay. Unrotted small grain straw, hay free of seeds, to be applied at the rate of 1–1/2 to 2 tons per acre (70 to 90 pounds per 1,000 square feet), except that where a crimper is used instead of a liquid mulch-binder (tackifying or adhesive agent), the rate of application is 3 tons per acre. Mulch chopper-blowers must not grind the mulch. Hay mulch is not recommended for establishing fine turf or lawns due to the presence of weed seed.

Application – Spread mulch uniformly by hand or mechanically so that at least 85% of the soil surface is covered. For uniform distribution of hand-spread mulch, divide area into approximately 1,000 square feet sections and distribute 70 to 90 pounds within each section. Anchoring shall be accomplished immediately after placement to minimize loss by wind or water. This may be done by one of the following methods, depending upon the size of the area, steepness of slopes, and costs.

1. Peg and Twine. Drive 8 to 10 inch wooden pegs to within 2 to 3 inches of the soil surface every 4 feet in all directions. Stakes may be driven before or after applying mulch. Secure mulch to soil surface by stretching twine between pegs in a criss-cross and a square pattern. Secure twine around each peg with two or more round turns.
2. Mulch Nettings – Staple paper, jute, cotton, or plastic nettings to the soil surface. Use a degradable netting in areas to be mowed.
3. Crimper (mulch anchoring coultter tool) – A tractor-drawn implement, somewhat like a disc harrow, especially designed to push or cut some of the broadcast long fiber mulch 3 to 4 inches into the soil so as to anchor it and leave part standing upright. This technique is limited to areas traversable by a tractor, which must operate on the contour of slopes. Straw mulch rate must be 3 tons per acre. No tackifying or adhesive agent is required.
4. Liquid Mulch-Binders – May be used to anchor salt hay, hay or straw mulch.

- a. Applications should be heavier at edges where wind may catch the mulch, in valleys, and at crests of banks. The remainder of the area should be uniform in appearance.
- b. Use one of the following:

Organic and Vegetable Based Binders – Naturally occurring, powder-based, hydrophilic materials when mixed with water formulates a gel and when applied to mulch under satisfactory curing conditions will form membraned networks of insoluble polymers. The vegetable gel shall be physiologically harmless and not result in a phytotoxic effect or impede growth of turf grass. Use at rates and weather conditions as recommended by the manufacturer to anchor mulch materials. Many new products are available, some of which may need further evaluation for use in this state.

- (2) Synthetic Binders – High polymer synthetic emulsion, miscible with water when diluted and, following application of mulch, drying and curing, shall no longer be soluble or dispersible in water. Binder shall be applied at rates recommended by the manufacturer and remain tacky until germination of grass.

Note: All names given above are registered trade names. This does not constitute a recommendation of these products to the exclusion of other products.

- B. Wood-fiber or paper-fiber mulch – shall be made from wood, plant fibers or paper containing no growth or germination inhibiting materials, used at the rate of 1,500 pounds per acre (or as recommended by the product manufacturer) and may be applied by a hydroseeder. Mulch shall not be mixed in the tank with seed. Use is limited to flatter slopes and during optimum seeding periods in spring and fall.

- C. Pelletized mulch – compressed and extruded paper and/or wood fiber product, which may contain co-polymers, tackifiers, fertilizers, and coloring agents. The dry pellets, when applied to a seeded area and watered, form a mulch mat. Pelletized mulch shall be applied in accordance with the manufacturer's recommendations. Mulch may be applied by hand or mechanical spreader at the rate of 60–75 lbs/1,000 square feet and activated with 0.2 to 0.4 inches of water. This material has been found to be beneficial for use on small lawn or renovation areas, seeded areas where weed-seed free mulch is desired, or on sites where straw mulch and tackifier agent are not practical or desirable. Applying the full 0.2 to 0.4 inches of water after spreading pelletized mulch on the seed bed is extremely important for sufficient activation and expansion of the mulch to provide soil coverage.

5. Irrigation (where feasible)

If soil moisture is deficient supply new seeding with adequate water (a minimum of 1/4 inch applied up to twice a day until vegetation is well established). This is especially true when seedings are made in abnormally dry or hot weather or on droughty sites.

6. Topdressing

Since soil organic matter content and slow release nitrogen fertilizer (water insoluble) are prescribed in Section 2A – Seedbed Preparation in this Standard, no follow-up of topdressing is mandatory. An exception may be made where gross nitrogen deficiency exists in the soil to the extent that turf failure may develop. In that instance, topdress with 10–10–10 or equivalent at 300 pounds per acre or 7 pounds per 1,000 square feet every 3 to 5 weeks until the gross nitrogen deficiency in the turf is ameliorated.

7. Establishing Permanent Vegetative Stabilization

The quality of permanent vegetation rests with the contractor. The timing of seeding, preparing the seedbed, applying nutrients, mulch and other management are essential. The application rates in Table 4–3 are required when a Report of Compliance is requested prior to actual establishment of permanent vegetation. Up to 50% reduction in application rates may be used when permanent vegetation is established prior to requesting a Report of Compliance from the district. These rates apply to all methods of seeding. Establishing permanent vegetation means 80% vegetative cover (of the seeded species) and mowed once. Note this designation of mowed once does not guarantee the permanency of the turf should other maintenance factors be neglected or otherwise mismanaged.

seed of_

12.	06/14/16	REV. PER FSCD COMMENTS	FVI
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No.	DATE:	REVISION:	INITI:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
SOIL EROSION & SEDIMENT CONTROL NOTES

PREPARED FOR:

PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



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Louis A. Scheidt
PROFESSIONAL ENGINEER
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STANDARD
FOR
TEMPORARY VEGETATIVE COVER FOR SOIL STABILIZATION

Definition

Establishment of temporary vegetative cover on soils exposed for periods of two to 6 months which are not being graded, not under active construction or not scheduled for permanent seeding within 60 days.

Purpose

To temporarily stabilize the soil and reduce damage from wind and water erosion until permanent stabilization is accomplished.

Water Quality Enhancement

Provides temporary protection against the impacts of wind and rain, slows the over land movement of stormwater runoff, increases infiltration and retains soil and nutrients on site, protecting streams or other stormwater conveyances.

Where Applicable

On exposed soils that have the potential for causing off-site environmental damage.

Methods and Materials

I. Site Preparation

A. Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and mulch anchoring. All grading should be done in accordance with Standards for Land Grading, pg. 19–1.

B. Install needed erosion control practices or facilities such as diversions, grade stabilization structures, channel stabilization measures, sediment basins, and waterways. See Standards 11 through 42.

C. Immediately prior to seeding, the surface should be scarified 6" to 12" where there has been soil compaction. This practice is permissible only where there is no danger to underground utilities (cables, irrigation systems, etc.).

II. Seedbed Preparation

A. Apply ground limestone and fertilizer according to soil test recommendations such as offered by Rutgers Co-operative Extension. Soil sample mailers are available from the local Rutgers Cooperative Extension offices. Fertilizer shall be applied at the rate of 500 pounds per acre or 11 pounds per 1,000 square feet of 10–20–10 or equivalent with 50% water insoluble nitrogen unless a soil test indicates otherwise. Apply limestone at the rate of 2 tons/acre unless soil testing indicates otherwise. Calcium carbonate is the equivalent and standard for measuring the ability of liming materials to neutralize soil acidity and supply calcium and magnesium to grasses and legumes.

SOIL TEXTURE	TONS/ACRE	LBS./1,000 SQ. FT.
Clay, clay loam, and high organic soil	3	135
Sandy loam, loam, silt loam	2	90
Loamy sand, sand	1	45

Pulverized dolomitic limestone is preferred for most soils south of the New Brunswick–Trenton line.

B. Work lime and fertilizer into the soil as nearly as practical to a depth of 4 inches with a disc, spring tooth harrow, or other suitable equipment. The final harrowing or discing operation should be on the general contour. Continue tillage until a reasonably uniform seedbed is prepared.

C. inspect seedbed just before seeding. If traffic has left the soil compacted, the area must be retiled as above.

D. Soils high in sulfides or having a pH of 4 or less refer to Standard for Management of High Acid Producing Soils, pg. 1–1.

III. Seeding

A. Select seed from recommendations in Table 7–2.

SPECIES	SEEDING RATES (pounds)		OPTIMUM SEEDING DATE _2/ Based on Plant Hardiness Zone _3/			OPTIMUM SEED DEPTH 4/(inches)
	Per Acre	Per Acre	ZONE 5b, 6s	ZONE 6b	ZONE 7a, b	
Cold Season Grass						
1.Perennial ryegrass	100	1.0	3/15–6/1 8/1–9/15	3/15–5/15 8/15–10/1	2/15–5/1 8/15–10/15	0.5
2.Spring Oats	86	2.0	3/15–6/1 8/1–9/15	3/15–5/15 8/15–10/1	2/15–5/1 8/15–10/15	1.0
3.Winter Barley	96	2.2	8/1–9/15	8/15–10/1	8/15–10/15	1.0
4.Annual Ryegrass	100	1.0	3/15–6/1 8/1–9/15	3/15–6/1 8/1–9/15	2/15–5/1 8/15–10/15	0.5
5.Winter Cereal Rye	112	2.8	8/1–11/1	8/1–11/1	8/1–12/15	1.0
Warm Season Grass						
6.Pearl Millet	20	0.5	6/1–8/1	5/15–8/15	5/1–9/1	1.0
7.Millet (German or Hungarian)	30	0.7	6/1–8/1	5/15–8/15	5/1–9/1	1

1. Seeding rate for warm season grass, selections 5 – 7 shall be adjusted to reflect the amount of Pure Line Seed (PLS) as determined by a germination test result. No adjustment is required for cool season grasses.

2. May be planted throughout summer if soil moisture is adequate or seeded area can be irrigated.

3. Plant Hardiness Zone (see figure 7–1, pg. 7–4.)

4. Twice the depth for sandy soils

B. Conventional Seeding. Apply seed uniformly by hand, cyclone (centrifugal) seeder, drop seeder, drill or cultipacker seeder. Except for drilled, hydroseeded or cultipacked seedings, seed shall be incorporated into the soil, to a depth of 1/4 to 1/2 inch, by raking or dragging. Depth of seed placement may be 1/4 inch deeper on coarse textured soil.

C. Hydroseeding is a broadcast seeding method usually involving a truck or trailer mounted tank, with an agitation system and hydraulic pump for mixing seed, water and fertilizer and spraying the mix onto the prepared seedbed. Mulch shall not be included in the tank with seed. Short fibered mulch may be applied with a hydroseeder following seeding. (also see Section IV Mulching) Hydroseeding is not a preferred seeding method because seed and fertilizer are applied to the surface and not incorporated into the soil. Poor seed to soil contact occurs reducing seed germination and growth. Hydroseeding may be used for areas too steep for conventional equipment to traverse or too obstructed with rocks, stumps, etc.

D. After seeding, firming the soil with a corrugated roller will assure good seed-to-soil contact, restore capillarity, and improve seedling emergence. This is the preferred method. When performed on the contour, sheet erosion will be minimized and water conservation on site will be maximized.

IV. Mulching

Mulching is required on all seeding. Mulch will insure against erosion before grass is established and will promote faster and earlier establishment. The existence of vegetation sufficient to control soil erosion shall be deemed compliance with this mulching requirement.

A. Straw or Hay. Unrotted small grain straw, hay free of seeds, applied at the rate of 1–1/2 to 2 tons per acre (70 to 90 pounds per 1,000 square feet), except that where a crimper is used instead of a liquid mulch-binder (tackifying or adhesive agent), the rate of application is 3 tons per acre. Mulch chopper-blowers must not grind the mulch. Hay mulch is not recommended for establishing fine turf or lawns due to the presence of weed seed.

Application. Spread mulch uniformly by hand or mechanically so that approximately 95% of the soil surface will be covered. For uniform distribution of hand-spread mulch, divide area into approximately 1,000 square feet sections and distribute 70 to 90 pounds within each section.

Anchoring shall be accomplished immediately after placement to minimize loss by wind or water. This may be done by one of the following methods, depending upon the size of the area, steepness of slopes, and costs.

1. Peg and Twine. Drive 8 to 10 inch wooden pegs to within 2 to 3 inches of the soil surface every 4 feet in all directions. Stakes may be driven before or after applying mulch. Secure mulch to soil surface by stretching twine between pegs in a cris-cross and a square pattern. Secure twine around each peg with two or more round turns.

2. Mulch Nettings. Staple paper, jute, cotton, or plastic nettings to the soil surface. Use a degradable netting in areas to be mowed.

3. Crimper (mulch anchoring tool). A tractor-drawn implement, somewhat like a disc harrow, especially designed to push or cut some of the broadcast long fiber mulch 3 to 4 inches into the soil so as to anchor it and leave part standing upright. This technique is limited to areas traversable by a tractor, which must operate on the contour of slopes. Straw mulch rate must be 3 tons per acre. No tackifying or adhesive agent is required.

4. Liquid Mulch-Binders. – May be used to anchor hay or straw mulch.

a. Applications should be heavier at edges where wind may catch the mulch, in valleys, and at crests of banks. The remainder of the area should be uniform in appearance.

b. Use one of the following:

(1) Organic and Vegetable Based Binders – Naturally occurring, powder based, hydrophilic materials when mixed with water formulates a gel and when applied to mulch under satisfactory curing conditions will form membraned networks of insoluble polymers. The vegetable gel shall be physiologically harmless and not result in a phytotoxic effect or impede growth of turfgrass. Use at rates and weather conditions as recommended by the manufacturer to anchor mulch materials. Many new products are available, some of which may need further evaluation for use in this state.

(2) Synthetic Binders – High polymer synthetic emulsion, miscible with water when diluted and following application to mulch, drying and curing shall no longer be soluble or dispersible in water. It shall be applied at rates recommended by the manufacturer and remain tacky until germination of grass.

Note: All names give above are registered trade names. This does not constitute a commendation of these products to the exclusion of other products.

Wood–fiber&or paper–fiber mulch. Shall be made from wood, plant fibers or paper containing no growth or germination inhibiting materials, used at the rate of 1,500 ponds per acre (or as recommended by the project manufacturer) and may be applied by a hydroseeder. This mulch shall not be mixed in the tank with seed. Use is limited to flatter slopes and during optimum seeding periods in spring and fall.

Pelletized Mulch. Compressed and extruded paper and/or wood fiber product, which may contain co-polymers, tackifiers, fertilizers and coloring agents. The dry pellets, when applied to a seeded area and watered, forma mulch mat. Pelletized mulch shall be applies in accordance with the manufacturers recommendations. Mulch may be applied by hand or mechanical spreader at the rate of 60–75 lbs./1,000 square feet and activated with 0.2 to 0.4 inches of water. This material has bee found to be beneficial for use on small lawn or renovation areas, seeded areas where weed–seed free mulch is desired or on sites where straw mulch and tackifier agent are not practical or desirable.

Applying the full 0.2 to 0.4 inches of water after spreading pelletized mulch on the seed bed is extremely important for sufficient activation and expansion of the mulch to provide soil coverage.

CONSTRUCTION SEQUENCE

1. Install tree protection & silt fence around perimeter of prescribed area of disturbance.

2. Construct stabilized construction entrance.

3. Clear vegetation in accordance with plans.

4. Grade per proposed contours.

5. Excavate and install monopole and equipment shelter footings.

6. Backfill and compact around shelter footings, and final grade site.

7. Install weed barrier and gravel surface.

8. Install proposed landscaping per Landscaping Details.

9. Seed in accordance with requirements.

10. Remove and restore stabilized construction entrance.

CONSTRUCTION SCHEDULE

1. site clearing/grading

2. concrete shaft/footings

3. grading/stone

4. electric/telco schedule

5. fencing

6. set shelter

1 week

1 week

1 week

1 week

1 week

1 week

12. 06/14/16	REV. PER FSCD COMMENTS	FVI
11. 04/11/16	REV. PER 3RD RESOLUTION COMPLIANCE REVIEW	FVI
10. 03/07/16	REV. PER 2ND RESOLUTION COMPLIANCE REVIEW	FVI
9. 01/22/16	REV. PER ENGINEERING MEETING	FVI
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7. 10/13/06	REV. PER PLANNERS LETTER	TC
6. 10/13/06	REV. PER PLANNERS COMMENTS	TC
5. 05/16/06	REV. BULK TABLE AND SITE INVENTORY CHART	DT
4. 10/25/05	REV. PER CLIENT	DT
3. 8/04/03	REV. AS PER REVIEW LETTER	DT
2. 4/10/97	REV. RECAPITULATION	TRP
1. 3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:
INITI:		

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
SOIL EROSION & SEDIMENT CONTROL NOTES

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

Stantec

N.J. CERTIFICATE OF AUTHORIZATION: 24GA28064600

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– Phone: (732) 449–0099

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JOB NO: 192530022

SHEET: SP–3D

SCALE: AS SHOWN

DATE: 2/5/97

DRAWN BY: DT

Louis A. Scheidt

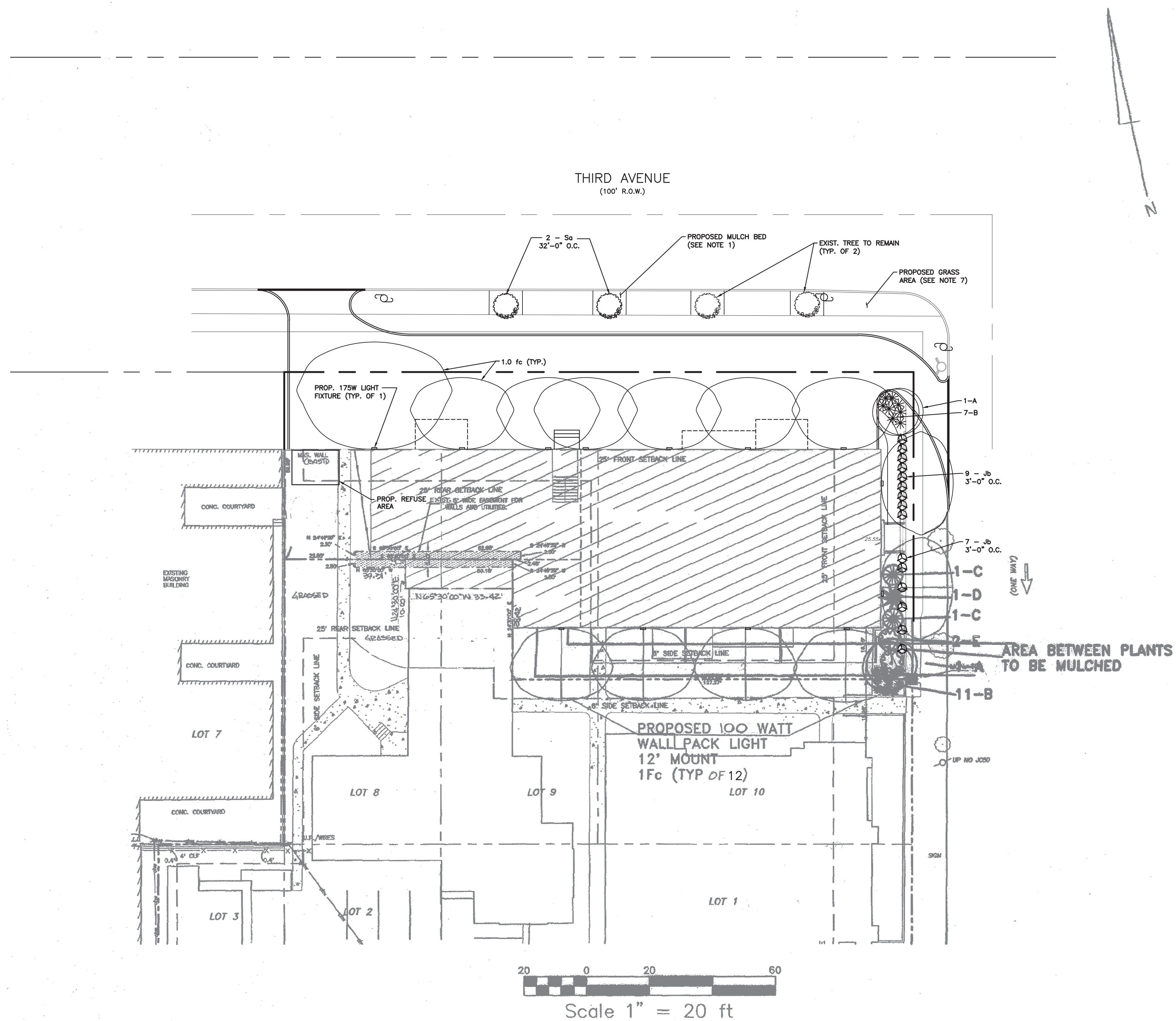
PROFESSIONAL ENGINEER
PROFESSIONAL PLANNER

N.J. LICENSE # 24321

6/14/16

DATE:

Packet Pg. 214



LANDSCAPE NOTES

1. ALL PLANT BEDS TO BE MULCHED WITH LICORICE ROOT MULCH, RITE DRESS OR APPROVED EQUAL.
2. PLANTS SHOULD NOT BE INDIVIDUALLY SHAPED OR SHEARED. SIMILAR PLANTS SHOULD BE ALLOWED TO MASS TOGETHER. (TAXUS HEDGES ARE THE ONLY PLANTS WHICH WILL REQUIRE SHEARING 1-2 TIMES PER YEAR AFTER THEY BECOME ESTABLISHED DENSE HEDGES).
3. ALL PLANT MATERIAL TO BE FIRST QUALITY NURSERY GROWN STOCK, FREE OF DISEASE AND DISFIGUREMENT AND PLANTED IN ACCORDANCE WITH SOUND NURSERY PRACTICES.
4. THE CONTRACTOR SHALL GUARANTEE ALL PLANTINGS FOR TWO YEARS FROM THE DATE OF INSTALLATION. THE PROJECT OWNER IS TO PROPERLY MAINTAIN AND WATER PLANTS DURING THIS PERIOD. PARTICULARLY FOLLOWING INSTALLATION AND DURING VERY WARM AND DRY WEATHER PERIODS. PLANTS NEAR BLACKTOP AREAS ARE PRONE TO DRY OUT.
5. PLANTS MAY HAVE TO BE SHIFTED SLIGHTLY TO ACCOMMODATE ROOTS OF EXISTING TREES.
6. PLANTS CHOSEN FOR THIS PLANTING DESIGN REQUIRE LITTLE OR NO PRUNING, AND WERE SELECTED BECAUSE OF THE EVENTUAL SHAPE AND SIZE THAT THEY WILL REACH WITH OUT TRIMMING.
7. ALL GRASSED AREAS ARE TO BE SOODED AND PROPERLY IRRIGATED.
8. IRRIGATION SYSTEM TO BE DESIGNED AND INSTALLED BY OTHERS(IF APPLICABLE).
9. SEASONAL FLOWERING PLANTS TO BE INSTALLED AT THE DEVELOPERS DISCRETION.
10. ALL PLANT MATERIAL NOT SURVIVING FOR A PERIOD OF TWO (2) YEARS SHALL BE REPLACED WITH THE SAME OR EQUIVALENT SIZE OR SPECIES.

12.	06/14/16	REV. PER FSCD COMMENTS	FVI
11.	04/11/16	REV. PER 3RD RESOLUTION COMPLIANCE REVIEW	FVI
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2.	4/10/97	REV. RECAPITULATION	TRP
1.	3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:	INIT:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
LANDSCAPE/LIGHTING PLAN

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



N.J. CERTIFICATE OF AUTHORIZATION: 24GA28064000

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JOB NO: 192530022

SHEET: SP-4

SCALE: AS SHOWN

DATE: 2/5/97

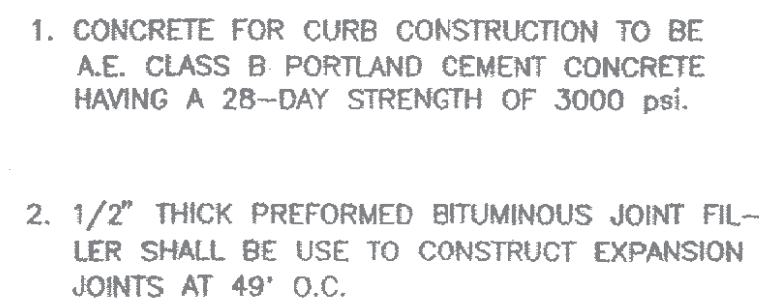
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Louis A. Scheidt
PROFESSIONAL ENGINEER
PROFESSIONAL PLANNER

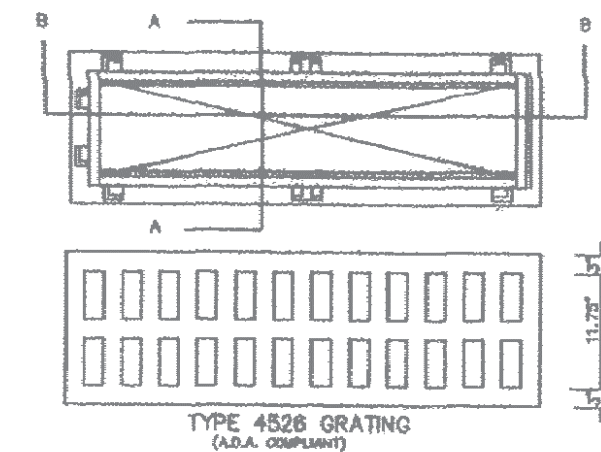
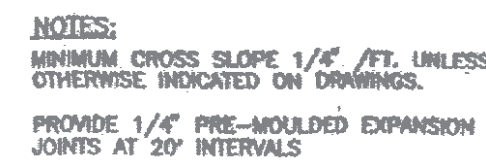
N.J. LICENSE # 24321

6/14/16
DATE:

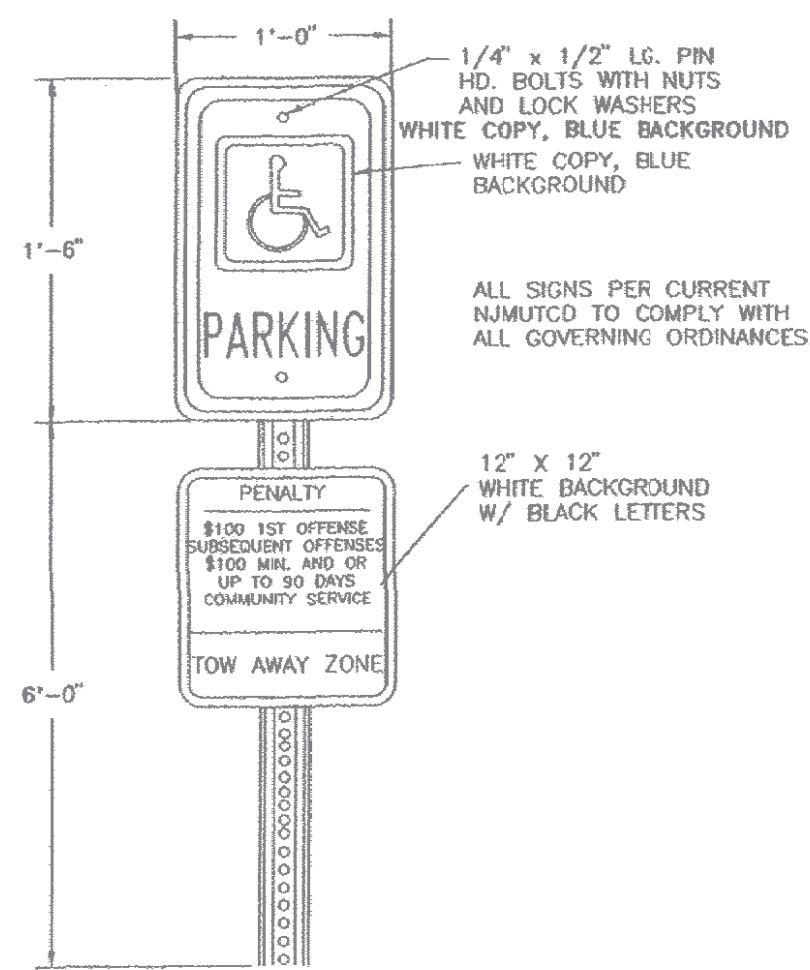
PLANT LIST					
ITEM	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	NOTE
A	2	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	2.5-3" CAL.	B&B
B	18	JUNIPERUS CHINENSIS SARGENTI 'GLAUCA'	SARGENT BLUE JUNIPER	15-18"	#2 CAN
C	2	MYRICA pensylvanica	NORTHERN BAYBERRY	2'-2-1/2'	B&B
D	1	ILEX Y MESERVAE 'BLUE PRINCE'	BLUE PRINCE HOLLY	18"-24"	#2 CAN
E	3	VIBURNUM dentatum	ARROWWOOD VIBURNUM	4-5'	B&B
Jb	16	BUXUS MICROPHYLLA JAPONICA	JAPANESE BOXWOOD	18"-24"	#2 CAN
Sa	2	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	3" CAL.	B&B



N.T.S.



N.I.S.
STANDARD TRENCH FRAMES
AND CONSTRUCTION DETAILS



The image contains three technical drawings of a concrete pipe section:

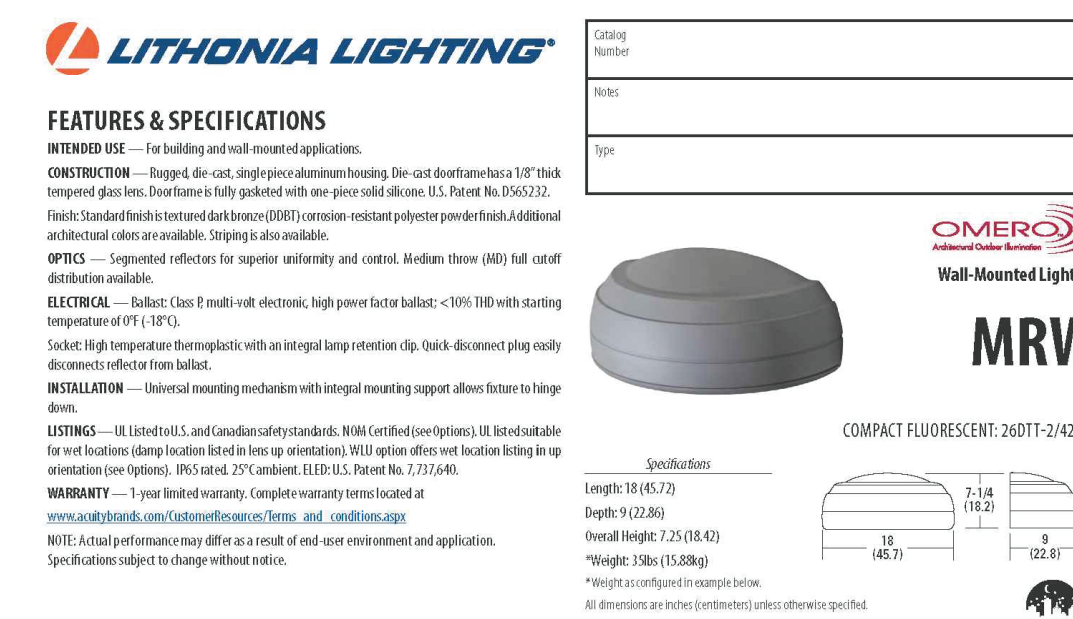
- PLAN:** A top-down view of a rectangular concrete pipe section. It shows a total width of 6 feet. There are two internal longitudinal channels, each 2 feet 8 inches wide, separated by a 1-foot wide central wall. The outer edges of the pipe are 4 inches thick. A label "1" DIA. 3 HOLES" points to three small circles representing holes along the top edge.
- ELEVATION:** A side view of the pipe section. It shows a total length of 5 feet 8 inches. The section is divided into segments with the following lengths from left to right: 8 inches, 1 foot 5 inches, 1 foot 4 inches, 1 foot 5 inches, and 8 inches. The vertical spacing between the top and bottom flanges is 7 inches. The bottom flange has a thickness of 1 1/2 inches. A label "BEVEL (TYPICAL)" points to the top edge of the pipe. A vertical line labeled "A" indicates the location of Section A-A.
- SECTION A-A:** A cross-sectional view of the pipe. It shows a rectangular section with a total width of 5 feet 8 inches and a height of 7 inches. A label "2-4 DEFORMED BARS 5' 8" LONG." points to four vertical lines representing reinforcement bars within the concrete.

GENERAL NOTES:

1. Concrete used to have minimum 28 day compressive strength of 3500 psi.
2. Unit to be pinned to surface with 3-3/4" Dia. Steel Rods, 24" minimum length.
3. all bevels to be 1/2"
4. all angles to be 45°



NOTE:
ALL TRASH AND RECYCLING RECEPTACLES MUST BE STORED IN THE ENCLOSURE AND BE
TAKEN OUT AND RETURNED BY BUILDING PERSONNEL ON COLLECTIONS DAYS

[illegible]

Notes:	1. Must be electronic ballast and capable of operating using low-voltage from 120-277V.	2. Not available with EOL or DOL.	3. Consult factory for available wattages.
	4. May be used on an accessory with CFLs. Must specify CFLs.	5. Not available with MWFL. Must specify wattage.	6. See www.philips.com/products for additional color options.
	7. Not available with EOL or DOL.	8. With L20W/3500K (standard) factory, high output is empty ballast. For the lamp to operate in empty mode.	9. Blank finish.
	10. One lamp operating during emergency mode. For more information, see the accessories section.	11. Not available with EOL or DOL.	12. Must be specified (EOL lamp with DFLP).
	13. One lamp operating during emergency mode. For more information, see the accessories section.	14. Not available with EOL or DOL.	
	15. Not available with EOL or DOL.	16. Must specify 120V or 277V.	
	16. Not available with EOL or DOL.	17. Must specify 120V or 277V.	
	17. Not available with EOL or DOL.	18. Must be ordered with fixture, cannot be field-installed.	

Lamp	Initial Lumens	Mounting Height		
		10'	12'	14'
Compact fluorescent				
42W T8T	3,200	0.72	0.5	0.37
(2) 42W T8T	6,400	1.44	1.0	0.73

LITHONIA LIGHTING®
An Acuity Brands Company

OUTDOOR: One Lithonia Way, Gainesville, GA 32602 Phone: 770.892.5000 Fax: 770.890.1319 www.lithonia.com © 2005 2015 Acuity Brands Lighting, Inc. All rights reserved. Rev. 10/16/15

- STAKE TO FIRST BRANCHES
AS NECESSARY FOR
FIRM SUPPORT
- WIRE SHALL NOT TOUCH
OR RUB ADJACENT
TRUNKS OR BRANCHES
- REMOVE BURLAP FROM
TOP 1/3 BALL



- REMOVE BURLAP FROM TOP 1/3 BALL



NOTE:

- REMOVE BURLAP FROM TOP 1/3 BALL



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11.	04/11/16	REV. PER 3RD RESOLUTION COMPLIANCE REVIEW	FVI
10.	03/07/16	REV. PER 2ND RESOLUTION COMPLIANCE REVIEW	FVI
9.	01/22/16	REV. PER ENGINEERING MEETING	FVI
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2.	4/10/97	REV. RECAPITULATION	TRP
1.	3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:	INIT:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
CONSTRUCTION DETAILS

PREPARED FOR:
PRESIDENT STREET PARTNERS

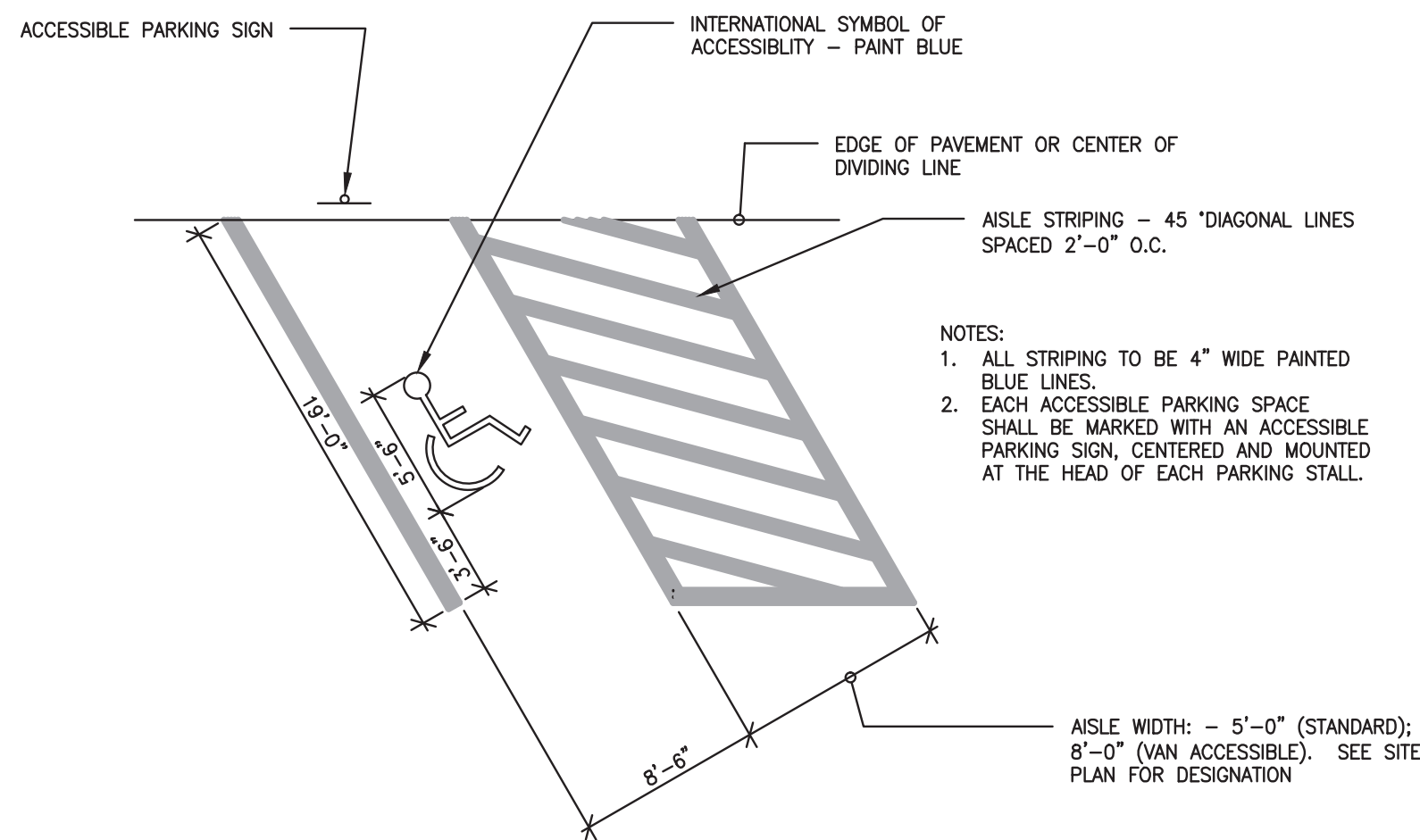
LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



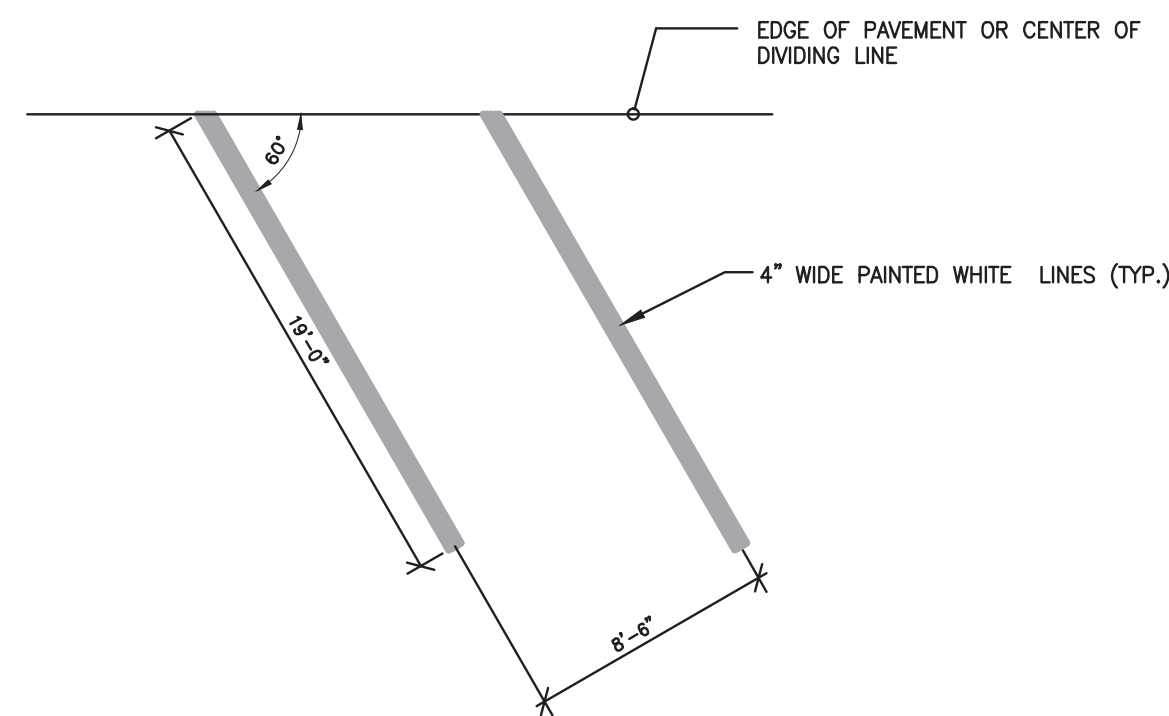
JOB NO:	192530022
SHEET:	SP-5
SCALE:	AS SHOWN
DATE:	2/5/97
DRAWN BY:	DT

Louis A. Scheidt
PROFESSIONAL ENGINEER
PROFESSIONAL PLANNER

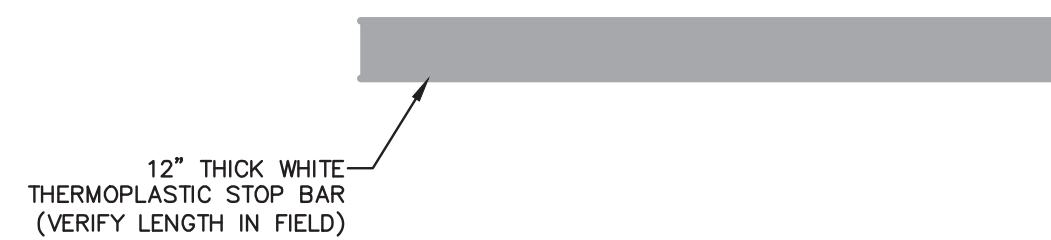
N.J. LICENSE # 24321



HANDICAP PARKING SPACE
N.T.S.



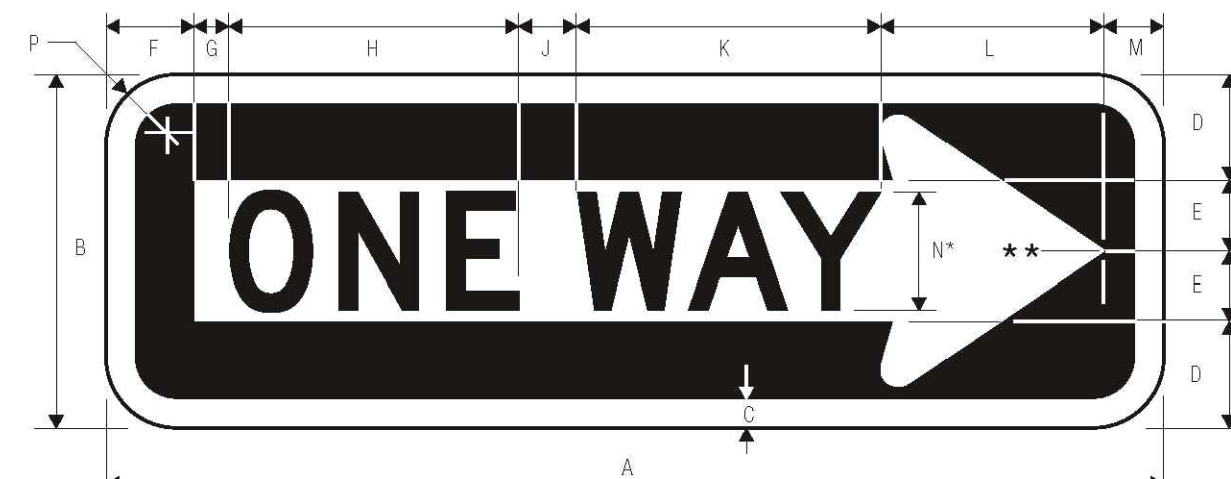
STANDARD PARKING SPACE
N.T.S.



STOP BAR DETAIL
N.T.S.



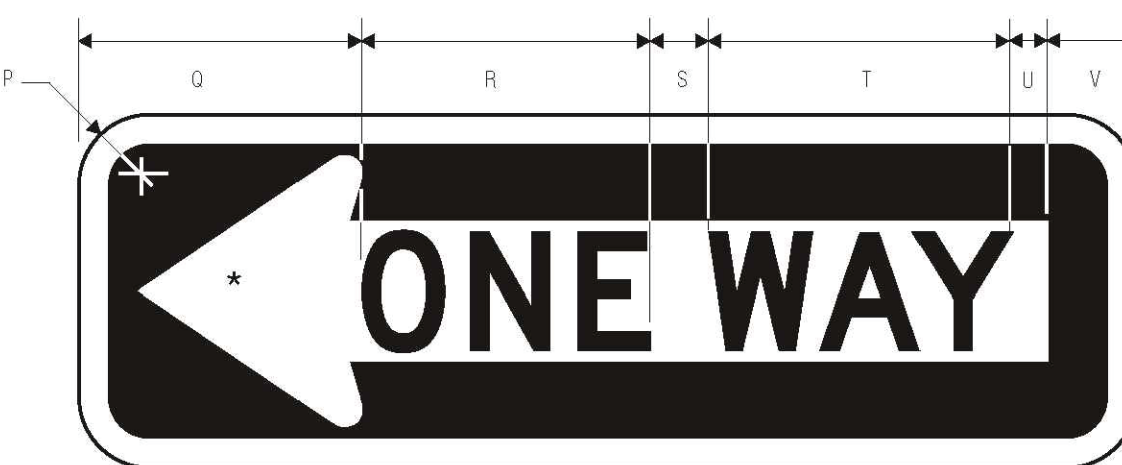
STOP SIGN DETAIL
N.T.S.



A	B	C	D	E	F	G	H	J	K	L	M
36	12	.5	3.375	2.625	3	1.25	9.125	2	9.625	9	2
54	18	1	5.5	3.5	5	4	12.309	2.929	12.762	13	4

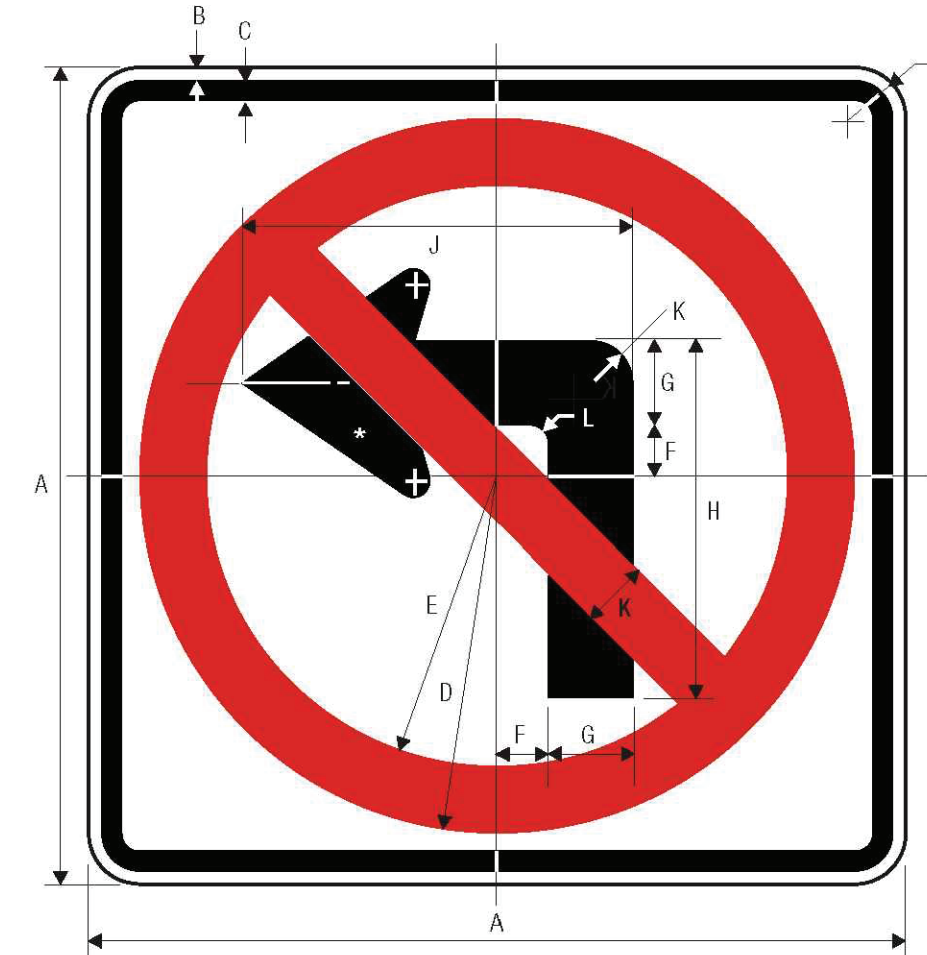
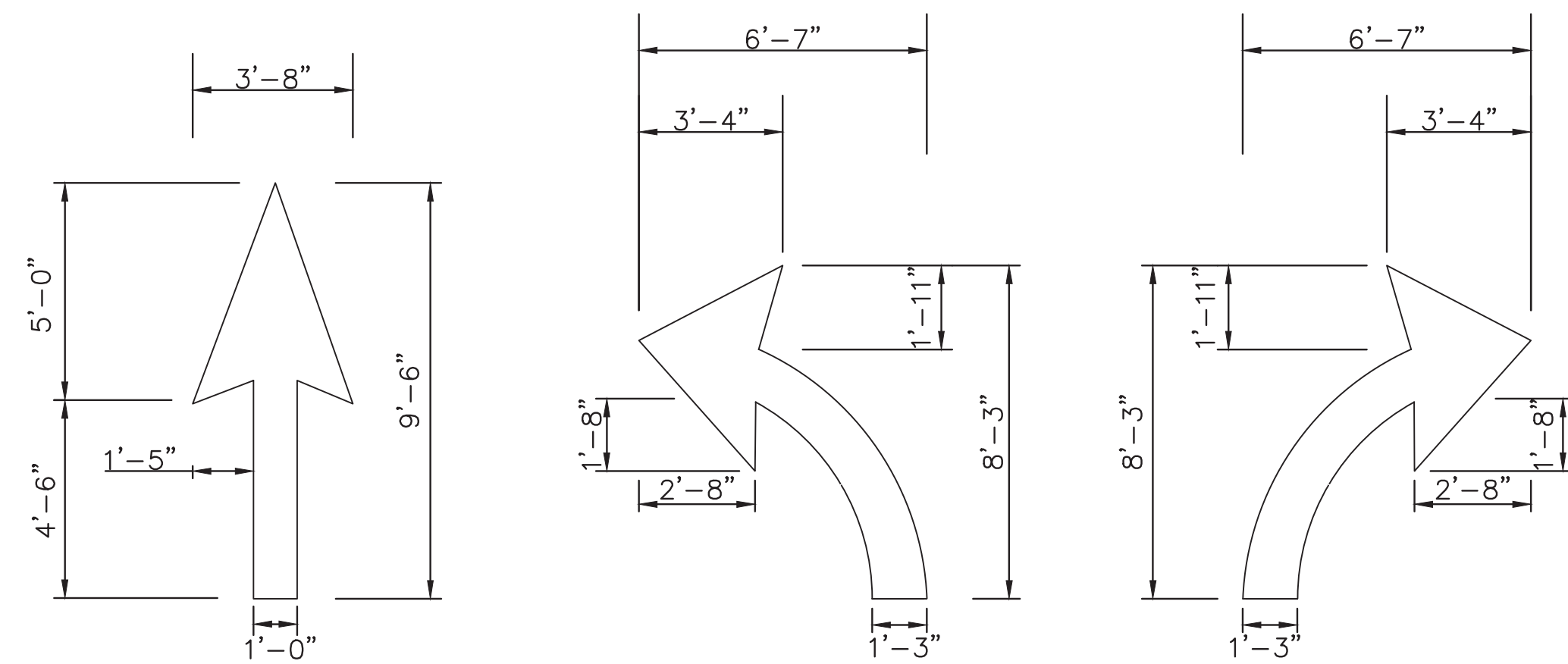
N	P	Q	R	S	T	U	V
4 D	1.5	11	9.125	2	9.625	1.25	3
5 D	1.875	17	12.309	2.929	12.762	4	5

*Series 2000 Standard Alphabets.
**See page 6-2 for arrow design.



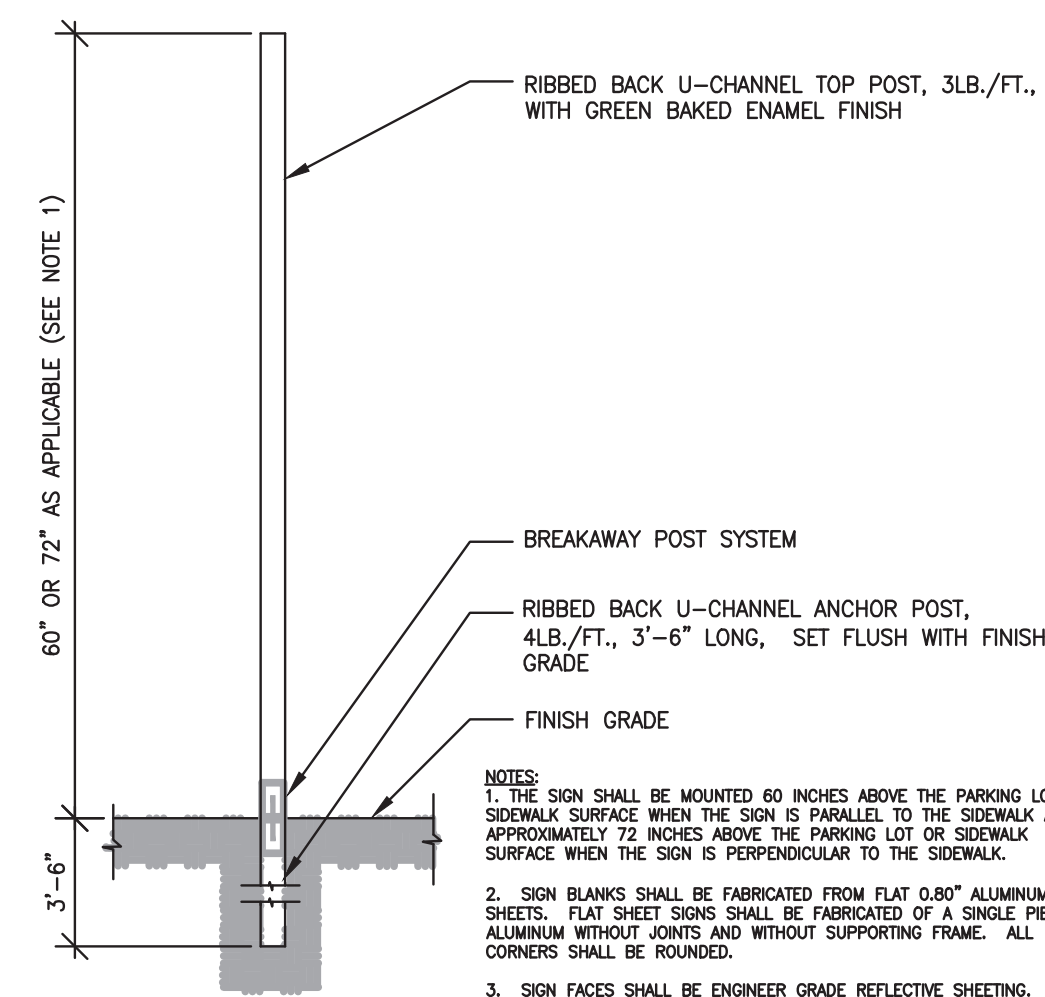
COLORS: LEGEND - BLACK
BACKGROUND - BLACK
ARROW - WHITE (RETROREFLECTIVE)

ONE-WAY SIGN DETAIL
N.T.S.

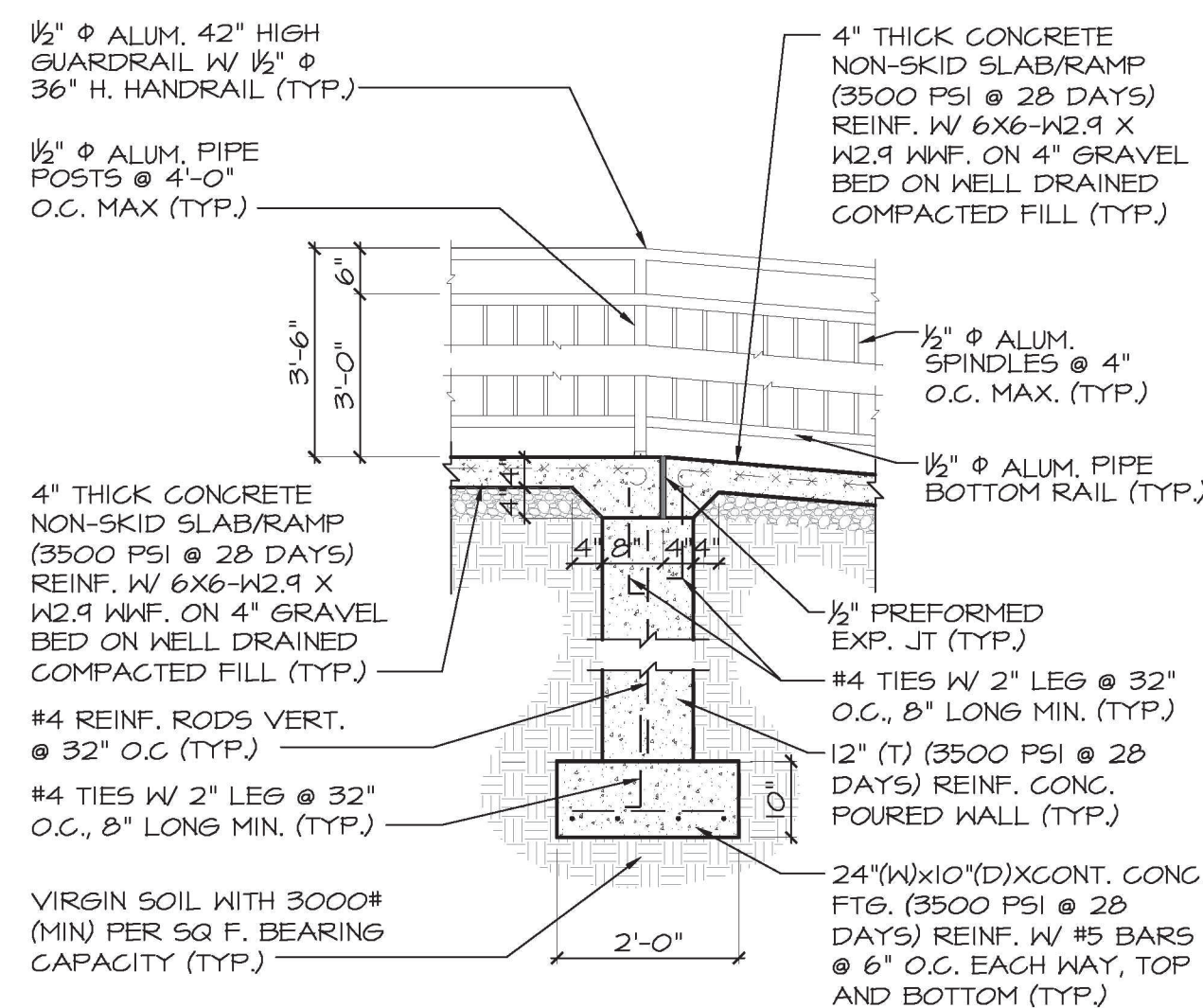


A	B	C	D	E	F	G	H	J	K	L
24	.375	.625	10.5	8.5	1.5	2.5	10.5	11.5	2	.5
30	.5	.75	13.125	10.625	1.875	3.125	13.125	14.5	2.5	.625
36	.625	.875	15.75	12.75	2.25	3.75	15.75	17.25	3	.75
48	.75	1.25	21	17	3	5	21	23	4	1

NO LEFT TURN SIGN DETAIL
N.T.S.



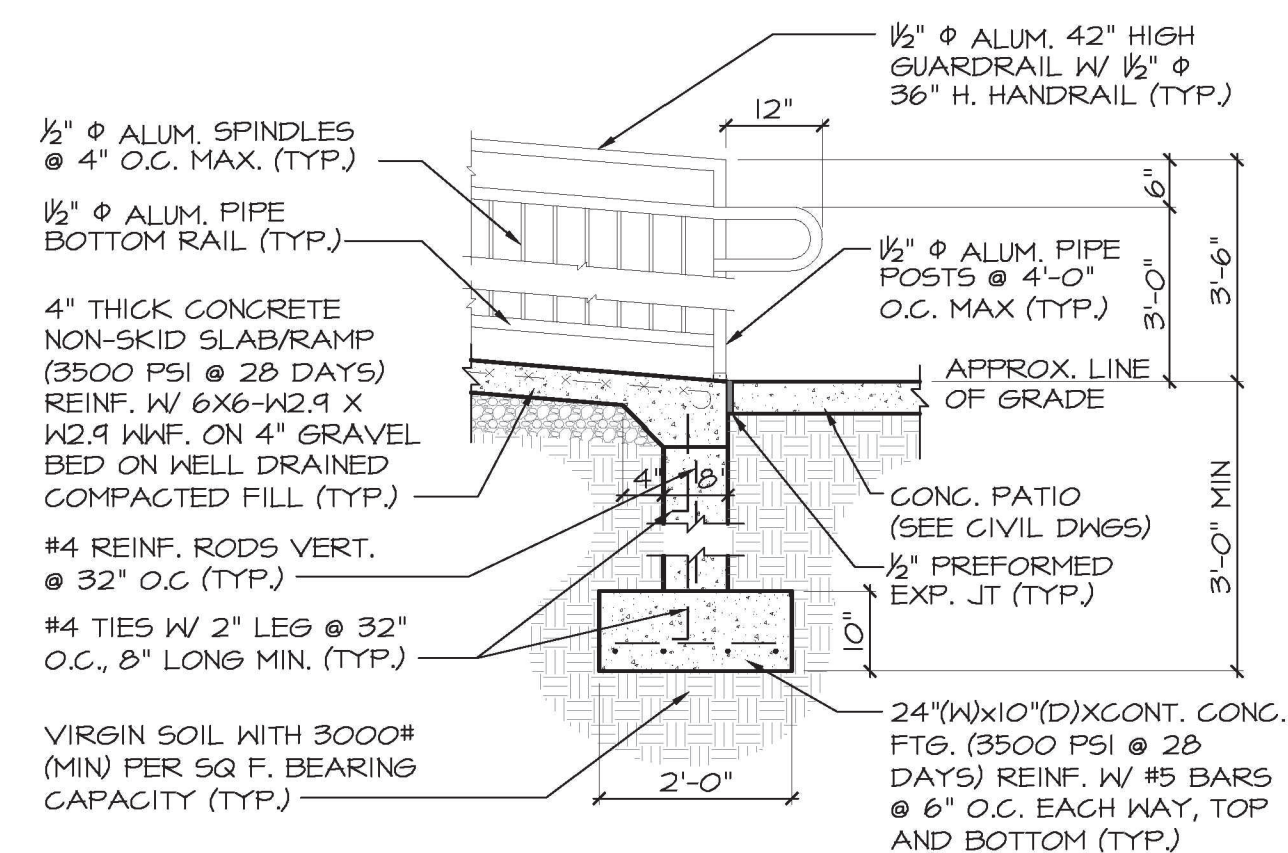
SIGN POST INSTALLATION DETAIL
N.T.S.



RAMP SECTION AT MID-LANDING
SCALE: 1/2"=1'-0"

EXTERIOR RAILING NOTES

- ALL HANDRAILS, GUARDRAILS, AND RELATED ACCESSORIES ARE TO BE ALUMINUM AS MANUF. BY "G. R. LAURENCE CO., INC." OR OWNER/ARCHITECT APPROVED EQUAL. (TYP.)
- G.C. TO SUBMIT FULL SHOP DRAWINGS FOR THE HANDRAILS, GUARDRAILS, AND ALL RELATED ACCESSORIES FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. THE SHOP DRAWINGS SHALL BE SIGNED & SEALED BY A NEW JERSEY LICENSED STRUCTURAL ENGINEER.
- ALL HANDRAILS, GUARDRAILS, AND STAIR LOADS TO CONFORM TO THE INTERNATIONAL BUILDING CODE, LATEST VERSION. SUBMIT SHOP DRAWINGS FOR REVIEW AND ACCEPTANCE.
- THE ADA RAMP IS TO HAVE A MAXIMUM SLOPE OF 1:12 W/ A NON-SKID SURFACE.
- G.C. TO FIELD VERIFY ALL EXISTING CONDITIONS & DIMENSIONS PRIOR TO FABRICATION.



RAMP SECTION AT BOTTOM
SCALE: 1/2"=1'-0"

12.	06/14/16	REV. PER FSCD COMMENTS	FVI
11.	04/11/16	REV. PER 3RD RESOLUTION COMPLIANCE REVIEW	FVI
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1.	3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:	INIT:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
CONSTRUCTION DETAILS

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

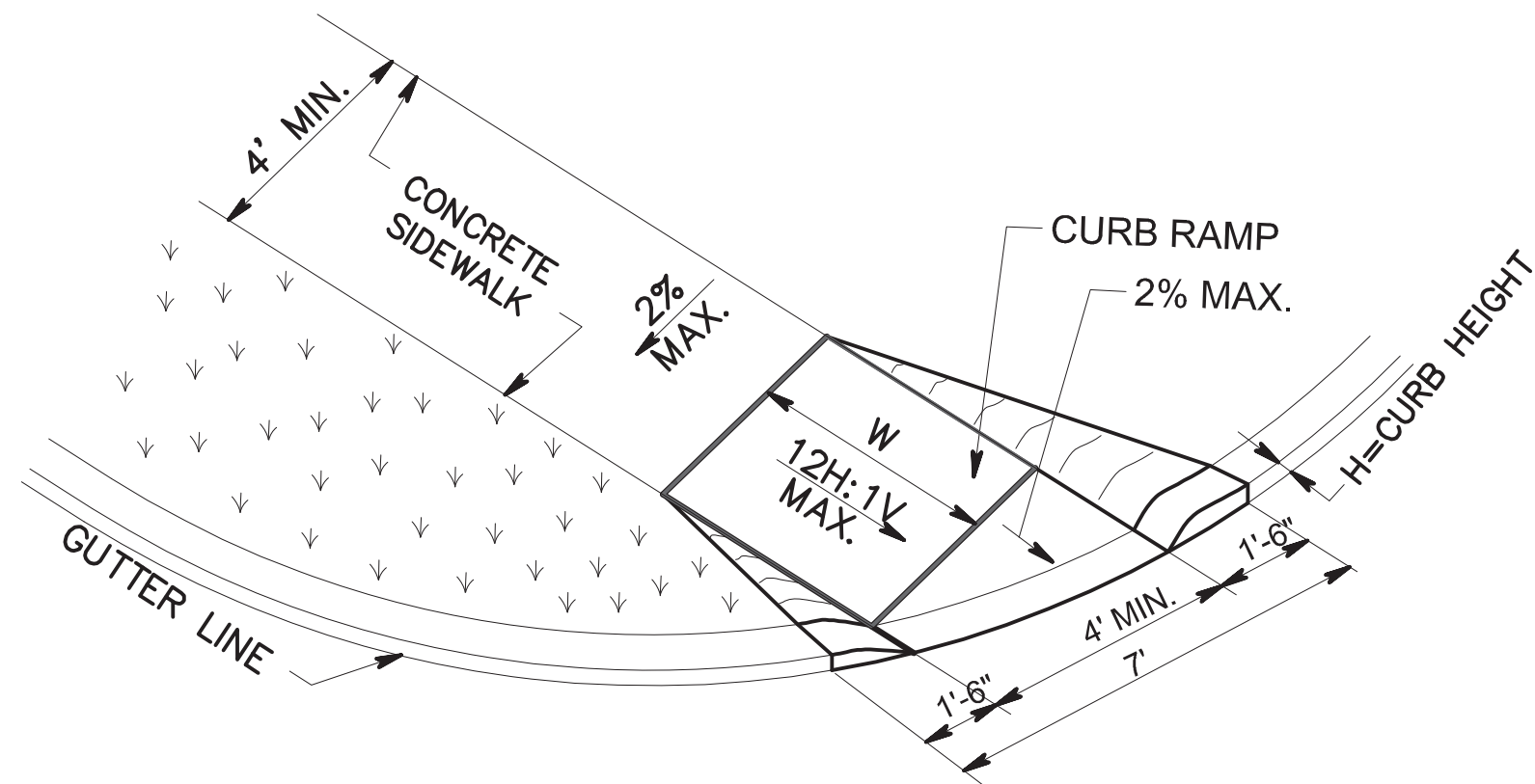


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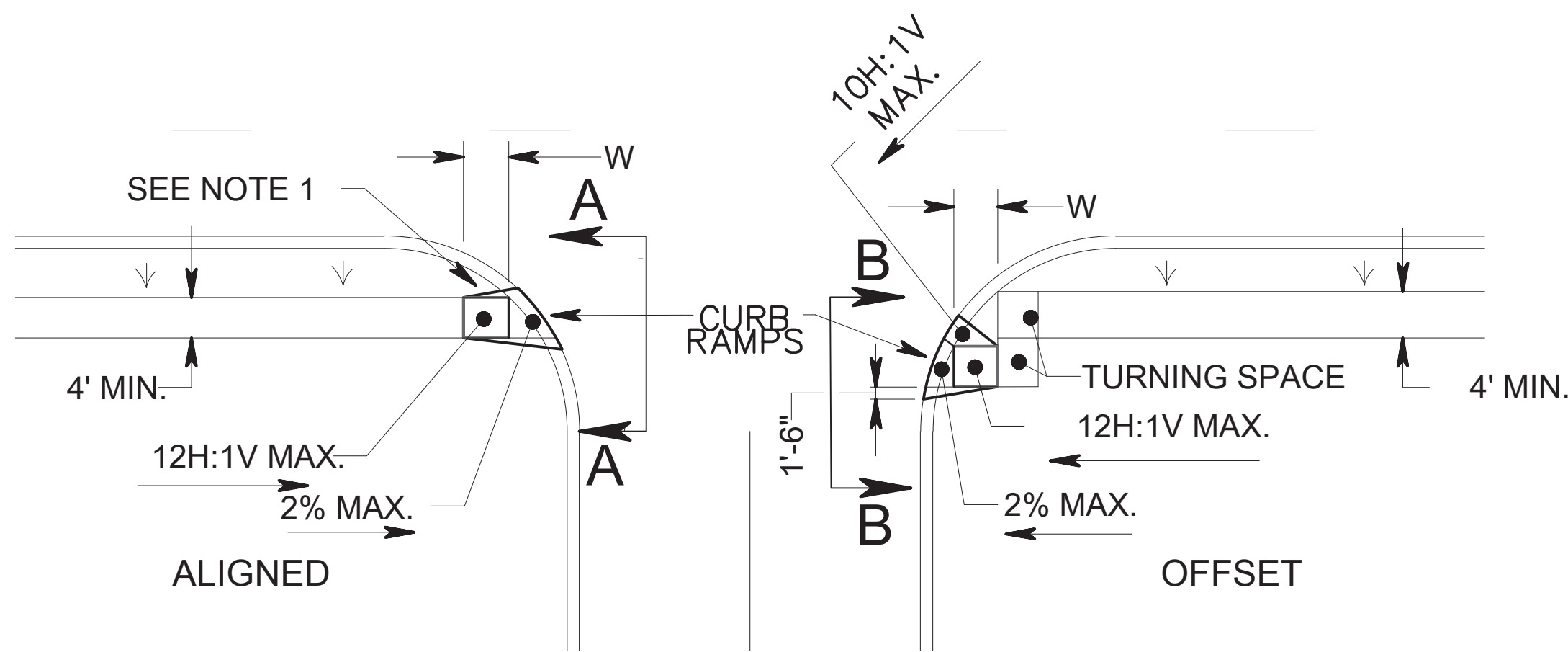
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SHEET:	SP-6
SCALE:	AS SHOWN
DATE:	2/5/97
DRAWN BY:	DT

Louis A. Scheidt
PROFESSIONAL ENGINEER
PROFESSIONAL PLANNER

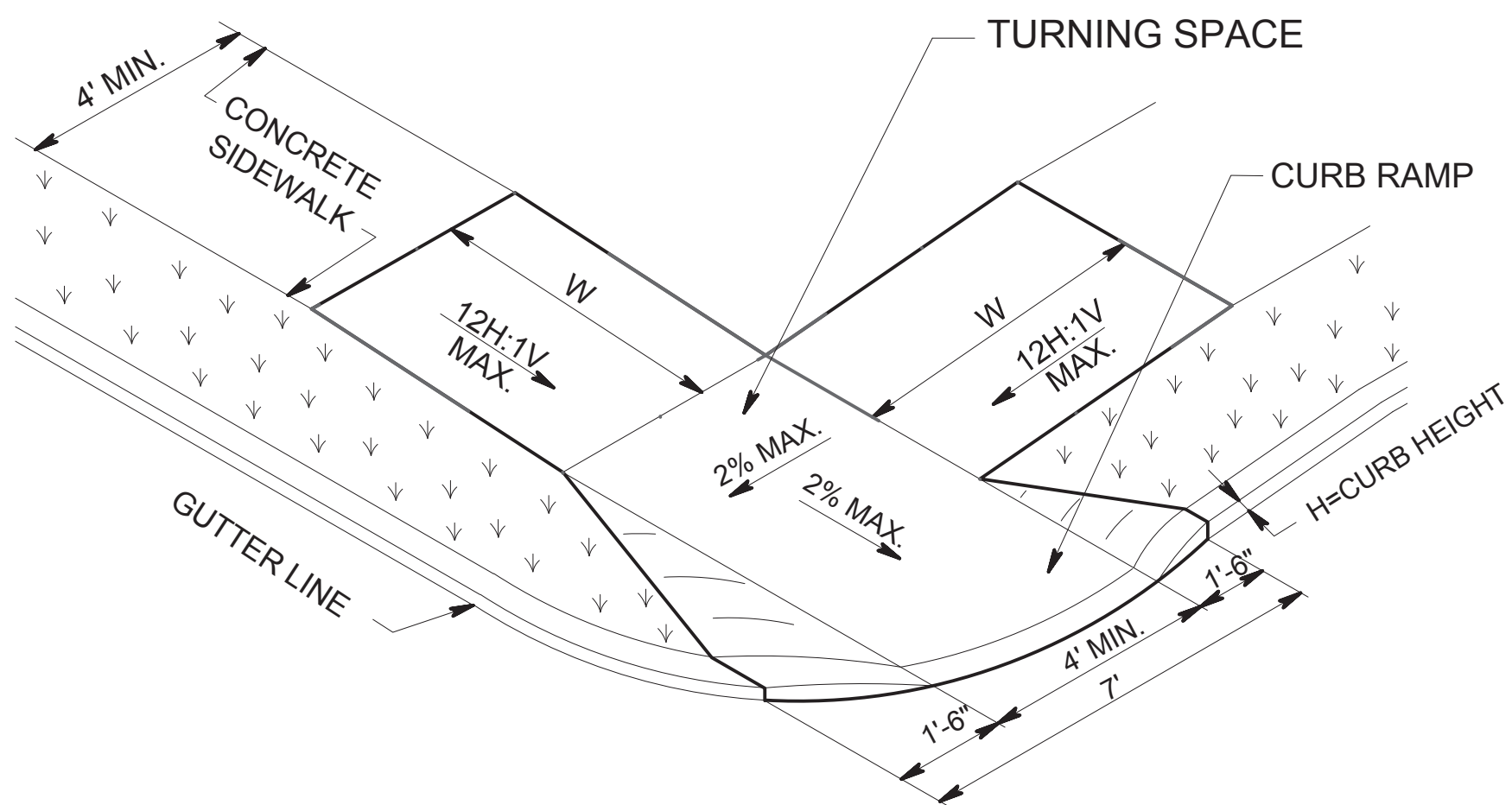
N.J. LICENSE # 24321
6/19/16
DATE:



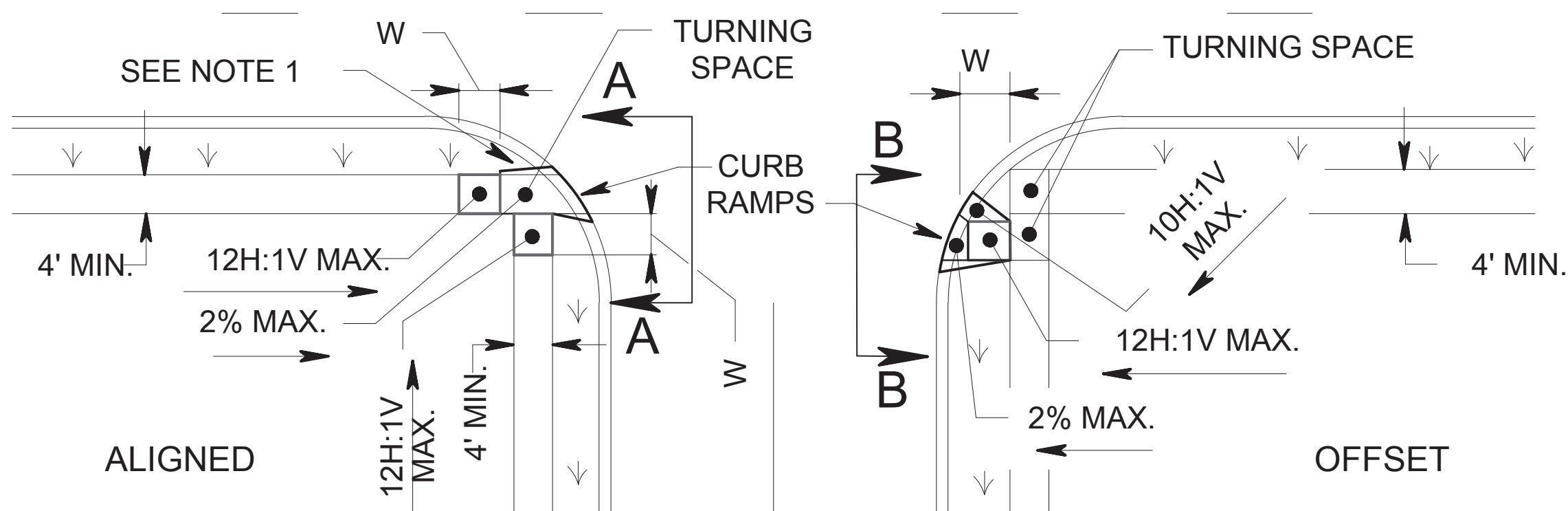
CURB RAMP TYPE 5 DETAIL
N.T.S.



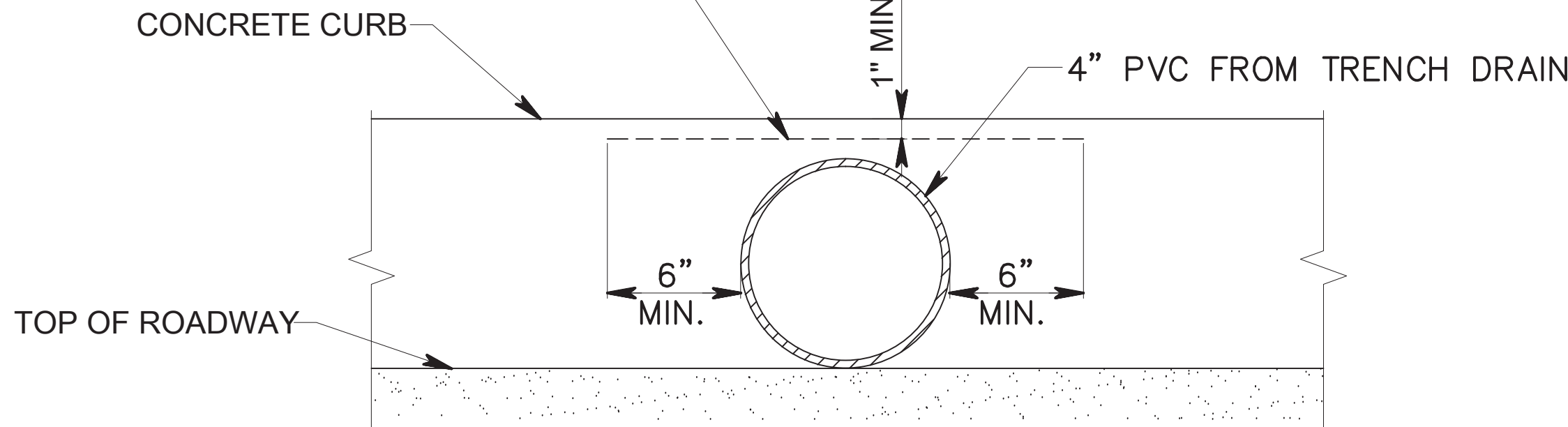
NOTE:
1. FOR CURB RAMP TYPES 5 & 6, IF A GRASS BUFFER DOES NOT EXIST, SLOPE CURB TO EQUAL SLOPE OF ADJACENT CURB RAMPS.



CURB RAMP TYPE 6 DETAIL
N.T.S.

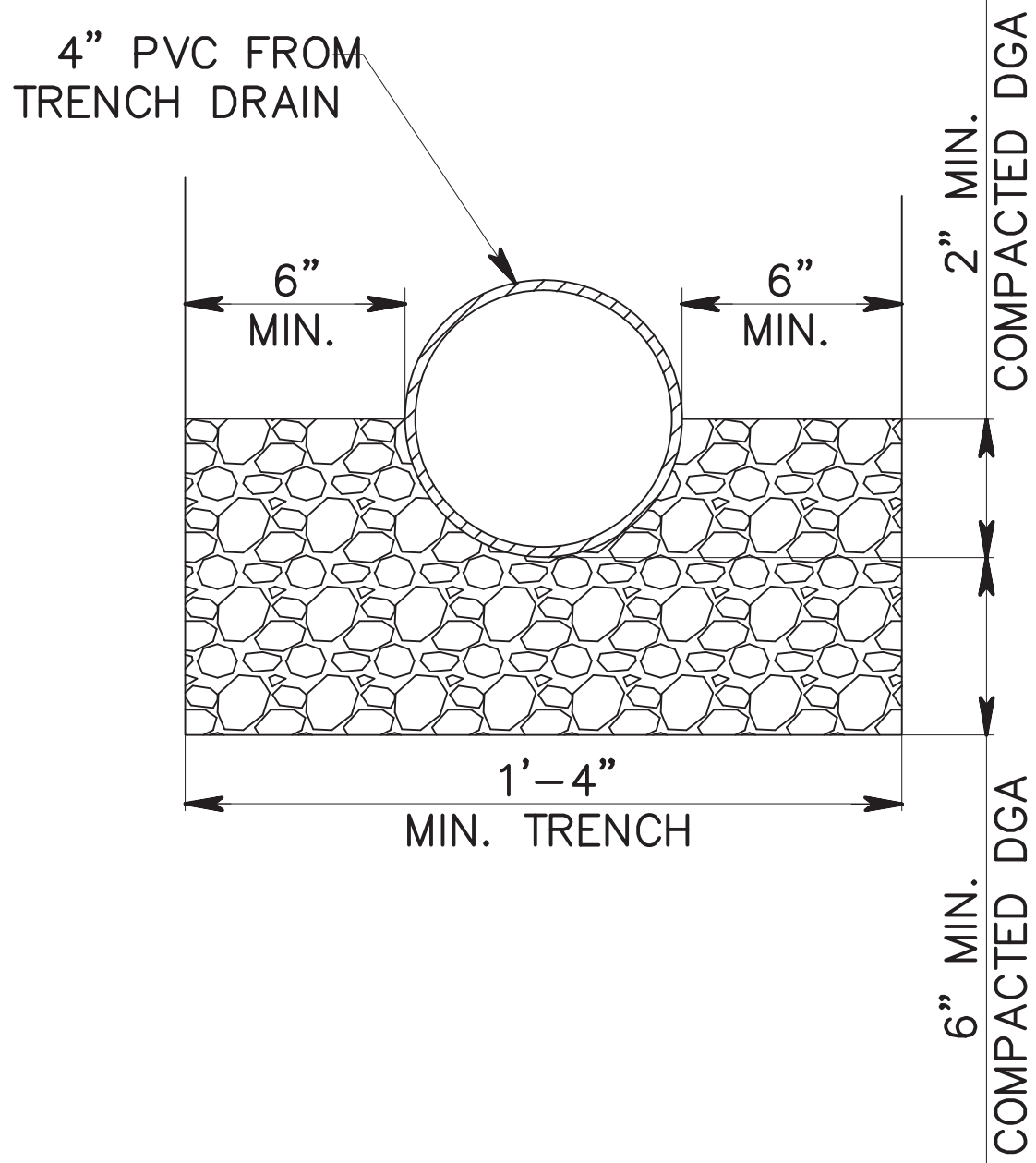


WWF MESH, 4x4 , TO BE INSTALLED ALONG ENTIRE 4" PVC INSTALLATION INDER SIDEWALK. 24" MIN. WIDTH.



- NOTES:
1. CONCRETE CURB TO BE SAW CUT AT NEAREST JOINT FOR REPLACEMENT.
 2. SEE CONCRETE CURB DETAIL FOR CONSTRUCTION OF CURB.
 3. ALL W.W.F. TO BE EPOXY COATED.

CONCRETE CURB PENETRATION DETAIL
N.T.S.



PIPE BEDDING DETAIL
N.T.S.

12.	06/14/16	REV. PER FSCD COMMENTS	FVI
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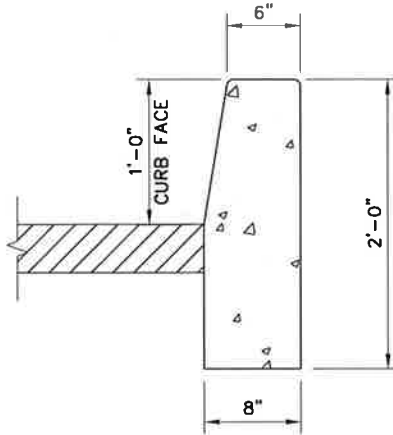
JOB NO:	192530022
SHEET:	SP-7
SCALE:	AS SHOWN
DATE:	2/5/97
DRAWN BY:	DT

Louis A. Scheidt
PROFESSIONAL ENGINEER
PROFESSIONAL PLANNER

N.J. LICENSE # 24321

6/14/16
DATE:

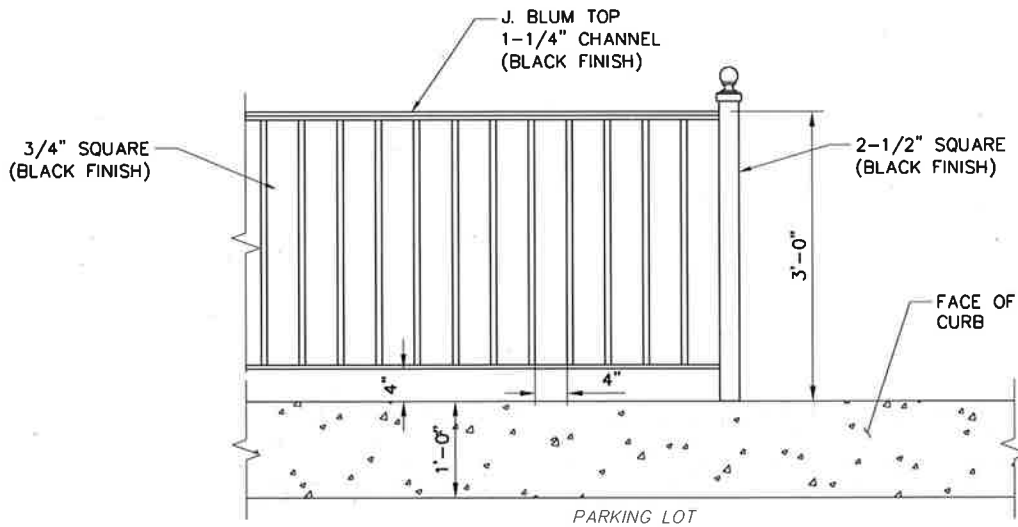
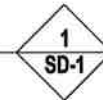
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THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, ARE THE PROPERTY OF STANTEC CONSULTING INC. AND SHALL REMAIN THE PROPERTY OF STANTEC CONSULTING INC. WITHOUT THE WRITTEN AUTHORIZATION OF STANTEC CONSULTING INC.



NOTE:
CONCRETE FOR CURB CONSTRUCTION TO BE
CLASS "B" PORTLAND CEMENT CONCRETE,
HAVING A 28-DAY STRENGTH OF 3000 PSI
WITH TINT TO MATCH THE BUILDING.

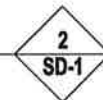
CURB DETAIL

SCALE: 3/4" = 1'-0"



FENCE DETAIL

SCALE: 1/2" = 1'-0"



TITLE: SITE DETAILS		PROJECT: JOE FRIED-HOUSING PROJECT ASBURY PARK	
CLIENT: PRESIDENT STREET PARTNERS 16 COURT STREET BROOKLYN, NY 11241		ADDRESS: BLOCK: 167 , LOT: 1.02 CITY OF ASBURY PARK MONMOUTH COUNTY, NJ	
STANTEC NO: 192530022	DRAWN BY: FVI	CHECKED BY: RJI	0 01-26-17 FVI
			SD-1



Minutes
Meeting of the Municipal Council
Wednesday, August 9, 2017
WORK SESSION

Announcement by the City Clerk

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

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

Items to be presented by Asbury Park School District:

1. Asbury Park School District Presentation on Summer Program

The Asbury Park School District presented their summer program projects to the City Council.

Items to be presented by the City Auditor:

1. Report of Audit

David Kaplan, City Auditor reviewed the audit and findings with the City Council.

Items to be presented by Madison Asbury Retail, LLC:

1. Renovations to the Fourth Avenue Pavillion (1100 Ocean Avenue) presented by Madison Asbury Retail, LLC for recommendations and referral to the Asbury Park Planning Board

George McGill, Esquire was present on behalf of Madison Asbury Retail, LLC. He presented the proposed conceptual review of the Fourth Avenue Pavilion.

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

City Manager Capabianco had no prior issues.

Special Event Applications

Leesha Floyd reviewed the special event applications with the City Council.

Review of Agenda Items for August 9, 2017, Regular Meeting

City Manager Capabianco reviewed the agenda for this evening's meeting.

Matters from City Council

Council Member Chapman stated that there will be a cleanup at Sunset Lake on Saturday at 9 a.m. All help is appreciated.

Council Member Clayton thanked the police department and recreation committee and everyone else who worked on National Night Out. It was a great event. She also thanked the Recreation Committee for the end of camp celebration. It was a good time.

Council Member Kendle thanked two members of the public for their dedication to the summer camp for over 20 years.

Deputy Mayor Quinn stated that the former Chair of APTV and former Executive Director of SECA, Doug Ferrari, recently passed away. The Council sends condolences to his family.

Mayor Moor requested an update on the road projects. City Manager Capabianco provided an update. Mayor Moor stated that there are two back to school events being held on August 19 and August 26.

Matters from City Manager

City Manager Capabianco had no matters.

Matters from City Attorney

City Attorney Raffetto had no matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, August 9, 2017
REGULAR MEETING

Executive Session - 4:30 p.m.

2017-250 Authorizing a meeting which excludes the public

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

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

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

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to open the meeting to the public.

The following members of the public spoke. Danny McKee, Dallin Hoover, Werner Baumgartner, Sylvia Sylvia, Rita Marano, Felicia Simmons, Bebe Bennett, Bill Brown.

Motion made by Council Member Kendle and seconded by Council Member Clayton to close the meeting to the public.

PRESENTATOIN BY THE ASBURY PARK RECREATION COMMITTEE

Leesah Floyd and Genise Hughes made a presentation to the City Council regarding summer recreation programs that the City provides to the residents.

MINUTES

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

1. Executive Meeting Minutes of July 26, 2017
2. Municipal Council - Work Session - Jul 26, 2017 6:00 PM
3. Municipal Council - Regular Meeting - Jul 26, 2017 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

2017-251 Special Event Applications

2017-253 Resolution Authorizing Cancellation and Refund of Tax Sale Certificate due to
Erroneously Sold on Federal Post Office Block 2507 Lot 1 TSC#13-00305

INDIVIDUAL RESOLUTIONS

2017-252 Resolution to Terminate Sewer Account Billing

RESULT:	WITHDRAWN
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2017-254 Resolution Amending Temporary Budget Appropriations for 2017 Budget

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

2017-255 Resolution Authorizing The Payment of Bills

Council Member Chapman abstains from POs 17-01527 and 17-02077.

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

2017-256 Resolution Accepting the 2016 Municipal Audit

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

2017-257 Resolution Adopting A Corrective Action Plan In Response To The Recommendations Contained In The 2016 Report Of Audit

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

2017-258 Resolution Supporting Potential Brownfield Remediation at 1130 – 1156 Springwood Avenue

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

2017-259 Award of a Contract to Provide Fire Department Uniforms

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

2017-260 Award a Contract to the Ambient Group for Impacted Soil Removal

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

2017-261 Authorizing Appointments to the “Environmental/Shade Tree Commission”

The following members have been appointed to the Environmental/Shade Tree Commission:

Tom Kulesa with a term expiring December 31, 2017

Roy Helfrick (Alternate 2) with a term expiring December 31, 2020

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

2017-262 Resolution Appointing Members to the Wesley Lake Commission

The following members have been appointed to the Wesley Lake Commission with all terms expiring 12/31/2019:

Eileen Chapman - City Council Representative

Gail Rosewater -Member appointed by City Council

Tee Lesinski -Member appointed by City Council
William McClave, Superintendent of Public Works

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

ORDINANCES

Introduction

2017-36 A Capital Ordinance Appropriating The Sum Of \$42,400 For Acquisition Of A Speed Trailer For The Police Department, Various Tools And Equipment For The Mechanics Within The Department Of Public Works, Various Tools And Equipment For The Fire Department

Public hearing for this ordinances will be held on September 13, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/13/2017 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2017-35 Authorizing the City of Asbury Park to Convey an Easement Over Certain Portions of the Public Right-Of-Way Area Adjacent to the Property Located at 1003 Bond Street (Block 2703, Lot 2, f/k/a Block 167, Lot 1.02)

Motion made by Council Member Clayton and seconded by Council Member Kendle to open Ordinance 2017-35 to the public.

The following members of the public spoke: Werner Baumgartner

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close Ordinance 2017-35 to the public.

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

ADJOURNMENT

The meeting was adjourned at 8:00 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk