



Agenda
Meeting of the Municipal Council
Wednesday, September 11, 2019
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 2, 2019, 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. Items to be presented by David A. Kaplan, Registered Municipal Accountant
 - 1. Report of 2018 Audit
- D. Review of Agenda Items for September 11, 2019 Regular Meeting
- E. Matters from City Council
- F. Matters from City Manager
 - 1. Fire Department Apparatus Replacement Schedule
 - 2. Census Complete Count Committee
- G. Matters from City Attorney
- H. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, September 11, 2019
REGULAR MEETING 7:00 PM

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

2019-288 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Amendments to Waterfront Redvelopment Argeement (WRA) and Infrastructure Component Agreement-iStar Financial.
2. Amendments to Central Business District Redevelopment Plan

B. Attorney-Client Privilege

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 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Executive Minutes of August 14, 2019 4:00 pm
- Municipal Council - Work Session - Aug 14, 2019 6:00 PM
- Municipal Council - Regular Meeting - Aug 14, 2019 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.

2019-289 Resolution Approving Special Event Applications

2019-290 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Senior Center Grant

2019-291 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Clean Communities Grant

2019-292 Cancelling a Professional Services Contract to T&M Associates to Prepare Documents for the proposed North End Boardwalk improvements

2019-293 Resolution Authorizing the Monmouth County Asbury Park Police Department to Participate in The Defense Logistics Agency, Law Enforcement Support Office, 1033 Program to Enable the Asbury Park Police Department to Request and Acquire Excess Department of Defense Equipment

2019-294 Resolution to Refund Overpaid Taxes on Block 3505 Lots 8.15 & 8.32 301 Fourth Avenue Unit 101 & 201

H. Individual Resolutions

2019-295 Resolution Accepting the 2018 Municipal Audit

2019-296 Resolution Adopting a Corrective Action Plan in Response to the Recommendations Contained in the 2018 Report of Audit

2019-297 Resolution Approving Payment of Bills

2019-270 Awarding a contract for Sunset Lake Pond Management

2019-298 Authorizing a Professional Services Contract to IWS Consulting LLC for Management Assistance

2019-299 Awarding Bid for Traffic Control Signage

2019-284 Resolution of The City of Asbury Park Referring The Proposed Amendment To The Waterfront Redevelopment Plan Dated August 2019, To The Planning Board In Accordance With The Local Redevelopment And Housing Law, N.J.S.A. 40a:12a-7

2019-300 A Resolution of The Mayor and Council of The City of Asbury Park, Acting as The Redevelopment Entity, Approving and Authorizing an Agreement With 545 Lake Urban Renewal LLC. Regarding the

Redevelopment of Certain Properties Within the Central Business District
Redevelopment Area

- 2019-301 Amending the Contract for T&M Associates for Services with the Sunset Lake Master Plan via Change Order 1
- 2019-302 Resolution Authorizing the Leasing of a Factory Certified Pre-Owned Aerial Ladder Fire Truck for the Fire Department
- 2019-303 Resolution Authorizing the Purchase of Traffic Signal Equipment
- 2019-304 Resolution Authorizing the Purchase of a Summit Positive Displacement Pump for the Sewer Plant
- 2019-305 Resolution Authorizing the Purchase of Cyber Security Testing Services
- 2019-306 Resolution Authorizing an Annual Service Agreement for Power DMS for the Police Department
- 2019-307 Entering in an Agreement with the Asbury Park Housing Authority for Increased Public Safety
- 2019-308 Resolution to Approve Place to Place Liquor License Transfer of Plenary Retail Consumption License Number 1303-32-038-006 Ohana Kitschen Company
- 2019-309 Resolution Approving a Person to Person Liquor License Transfer of Plenary Retail License Number 1303-33-044-015 From AP Restaurant IV LLC to AP Restaurant V LLC

I. Ordinances

1. Introduction

- 2019-39 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ
- 2019-40 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations
- 2019-41 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations
- 2019-42 Bond Ordinance Providing for Beach Utility Improvements, By and in the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “city”); Appropriating \$1,375,000 Therefor and Authorizing the Issuance of \$1,375,000 Bonds or Notes of the City to Finance Part of The Costs Thereof

2. Second Reading/Public Hearing

- 2019-32 An Ordinance Amending Chapter Two Section Forty-Nine Parking Utility
- 2019-33 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

- 2019-36 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations
- 2019-35 A Capital Ordinance Appropriating the Sum of \$119,000 for Milling and Paving of Various Roads in the City of Asbury Park
- 2019-38 Ordinance of The City Of Asbury Park Authorizing The Adoption of An Amendment To The Waterfront Redevelopment Plan
- 2019-37 An Ordinance Authorizing The City of Asbury Park To Grant A 5-Year Abatement For Property Designated As Block 1101, Lots 41 And 42, And Authorizing The Mayor And Municipal Clerk To Execute The Attached Agreement.
- 2019-34 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2019-7 (which provides for parking utility improvements) Heretofore Finally Adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on March 13, 2019, to Increase the Appropriation by \$135,000 and to Increase the Authorization of Bonds or Notes by \$135,000

J. Adjournment

**RESOLUTION NO. 2019-288****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on September 11, 2019 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 Waterfront Redevelopment Agreement (WRA) and Infrastructure Component Agreement-iStar Financial.
2. Amendments to Central Business District Redevelopment Plan.

B. Attorney Client Privilege:

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

MELODY HARTSGROVE
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, August 14, 2019
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	
Melody Hartsgrove	Deputy City Clerk	Present	
Cindy Dye	City Clerk	Absent	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

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

Proclamation Recognizing The Surfrider Foundation-Jersey Shore Chapter

Mayor and Council presented a proclamation recognizing the Surfrider Foundation-Jersey Shore Chapter.

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

City Manager Capabianco stated that there are no items at this time.

Special Event Applications

Leesha Floyd reviewed the special events applications with the Council.

Items to be presented by: City Planner Michele Alonso

1. Proposed Amendments to the CBD redevelopment plan requested by Sackman Enterprises presented by Michele Alonso, PP, AICP, Director of Planning and Redevelopment

City Planner Michele Alonso gave a presentation to the Mayor and Council regarding the proposed amendments to the CBD redevelopment plan. Andrew Karas, Esquire was present on behalf of Sackman Enterprises to present the requested CBD plan amendments to Mayor and Council.

Review of Agenda Items for August 14, 2019 Regular Meeting

City Manager Capabianco reviewed the agenda for this evenings meeting.

Matters from City Council

Council member Chapman, stated that the Boys and Girls Club is hosting a open house block

Minutes Acceptance: Minutes of Aug 14, 2019 6:00 PM (Minutes)

party on August 24th with games and back pack giveaways, Holy Spirit Church is offering free eye exams for children on August 15th. The Jstop barbershop is also offering free haircuts on August 30th

.

Council member Clayton, stated that St. Stephens Church is hosting a community meeting to discuss violence in the City and all are invited it begins at 6:00 pm on August 15th.

Council member Kendle, wanted to thank all who came out for the funeral service for Detective April Bird., I want to thank Officer Salerno for his great response in helping a woman who fell off her bike.

Deputy Mayor Quinn, wanted to thank the officers for National night out and a big thank you to Cassandra and Leesha for the back to school block party.

Matters from City Manager

City Manager Capabianco indicated he had no matters.

Matters from City Attorney

City Attorney Raffetto indicated he had no matters at this time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk

Minutes Acceptance: Minutes of Aug 14, 2019 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, August 14, 2019
REGULAR MEETING

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 7:15 PM.

PUBLIC PARTICIPATION

Motion to open meeting to the public by Council Member Kendle and seconded by Deputy Mayor Quinn, All in Favor.

The Following members of the public spoke: Ernest Mignoli, Robert Weiner, Anita Weiner, Jennifer Philip Smith, Rita Marano, Louise Murray, Catherine Murphy, Patrick Schiavino and Felicia Simmons.

Motion to close meeting to public by Mayor Moor and seconded by Council Member Kendle, All in favor.

An Announcement was made by Mayor Moor stating that Hector Palomoa, has resigned from the Library Board and Jan Sparrow will be fulfilling the remainder of his term ending on 12/31/2019.

MINUTES

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

1. **Motion to:** Executive Minutes of July 24, 2019 4:00pm **Adopted**

2. Municipal Council - Work Session - Jul 24, 2019 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Jul 24, 2019 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2019-275 Resolution Approving Special Event Applications

The application of I believe in me has been removed from the Special Events Resolution.

2019-277 Resolution Amending the Metered Parking Requirements for the Waterfront Area of the City, Effective During the Sea.Hear.Now Festival

2019-276 Resolution Amending the Metered Parking Requirements in the Downtown and Waterfront Areas of the City, Effective Every Saturday During the Time Period From November 30, 2019 Through December 21, 2019

2019-278 Resolution to Refund Overpaid Taxes 3602-4 404 Seventh Avenue

2019-279 Resolution Cancelling Balances of Completed General Capital Improvement Authorizations

INDIVIDUAL RESOLUTIONS

2019-280 Resolution Approving Payment of Bills

Council Member Chapman is abstaining from 19-02399.

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

2019-281 Authorizing the Execution of a "Use and License Agreement" With Viacom, and Related Documents, Concerning a Live Music Event to be Held in a designated Portion of the Asbury Park Waterfront Area

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

2019-282 Resolution Authorizing an Agreement for Monthly Effluent Toxicity Testing at the Sewer Plant

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

2019-283 Resolution of The Mayor And City Council of The City of Asbury Park Approving an Application For A 5-Year Abatement Filed By Brother In The Blue, LLC

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

2019-284 Resolution of The City of Asbury Park Referring The Proposed Amendment To The Waterfront Redevelopment Plan Dated August 2019, To The Planning Board In Accordance With The Local Redevelopment And Housing Law, N.J.S.A. 40a:12a-7

Motion to table resolution 2019-284 was made by Council Member Chapman and seconded by Council Member Kendle.

RESULT:	TABLED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-258 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A Subsequent Developer Agreement with Regional Development Group, LLC for the development of property located at Block 3901, Lot 11 (215 First Avenue)

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

2019-285 Authorize Submission of a Grant Application to the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Grant Funding Under the 2019 Edward Byrne Memorial Justice Assistance (JAG) Program

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

2019-286 Appointing Members to the Zoning Board of Adjustment of the City of Asbury Park

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

2019-287 Resolution Approving an Appointment to The City of Asbury Park Green Team

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

ORDINANCES

Introduction

2019-34 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2019-7 (which provides for parking utility improvements) Heretofore Finally Adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on March 13, 2019, to Increase the Appropriation by \$135,000 and to Increase the Authorization of Bonds or Notes by \$135,000

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-35 A Capital Ordinance Appropriating the Sum of \$119,000 for Milling and Paving of Various Roads in the City of Asbury Park

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-36 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-37 An Ordinance Authorizing The City of Asbury Park To Grant A 5-Year Abatement For Property Designated As Block 1101, Lots 41 And 42, And Authorizing The Mayor And Municipal Clerk To Execute The Attached Agreement.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	Jesse Kendle, John Moor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Minutes Acceptance: Minutes of Aug 14, 2019 7:00 PM (Minutes)

2019-38 Ordinance of The City Of Asbury Park Authorizing The Adoption of An Amendment To The Waterfront Redevelopment Plan

RESULT:	TABLED [UNANIMOUS]
	Next: 9/11/2019 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2019-28 Ordinance of the City of Asbury Park Amending Chapter VIII Establishing Article IV: Valet Parking

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

2019-31 Ordinance of the City of Asbury Park Amending Traffic and Parking Regulations (Chapter VII) Designating Parking for Electric or Plug-In Hybrid Vehicles

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

2019-30 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

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

ADJOURNMENT

The meeting was adjourned at 8:10 PM

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk

Minutes Acceptance: Minutes of Aug 14, 2019 7:00 PM (Minutes)



RESOLUTION NO. 2019-289

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on September 11, 2019 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Hackensack Meridian Health Physicians Gala
2. Tailgate for Health
3. Momofuku Leadership Dinner/Bonfire
4. Zombie Walk
5. Pride in the Park Community Event
6. City Committee Info Session
7. POW/MIA chair dedication for AP
8. Equality Walk
9. Shop.Here.Now Block Party Sidewalk Sale
10. Rojas/Jaramillo Wedding- 10/13/19

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. 2019-289 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY 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: Hackensack Meridian Health Physicians Gala

DATE(S): Friday, September 13, 2019

Rain Date: _____

HOURS OF EVENT: From 6pm To: 12am

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Event is using Convention Hall and need road closures for Valet Parking (see map)

Name of Applicant/Organization: Hackensack Meridian Health

Address: 1340 Campus Parkway Building C, Unit 4, Neptune, NJ 07753

Contact: Brianna Indelicato / Mike McCauly Phone: 551-996-3501

Fax: _____ Email: brianna.indelicato@hackensackmeridian.org

Non-Profit? Yes ☐ No ☒ Tax Exempt ID Number: 30-0107825

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Close Ocean Ave starting at South edge of 5th Ave to North Edge of Bradley Park on Ocean Ave

Also close 5th Ave from Ocean to Kinsley. This will be used to coordinate valet for the event

GRAND ARCADE CLOSED AS PART OF THE EVENT

*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: 1500 in Convention Hall

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:

See map and description on Page 1

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

Previously hired police officers in past years. Will hire additional as needed and bike racks to close street.

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

See Above

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

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: Tailgate for Health

DATE(S): Sunday, September 15th, 2019 Rain Date: N/A
HOURS OF EVENT: From 1:00 To: 5:00

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

810-812 Main Street

Name of Applicant/Organization: Home Drug Store / Mayor's Wellness Committee

Address: 810 Main Street

Contact: Vic Sood / Mike Manzella Phone: 732-502-5727

Fax: _____ Email: _____

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

If yes, please provide non-profit certificate (City event)

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Food truck, activities, giveaways, music, TV/projection of football game

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: 100ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

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

Event organizers will handle trash collection and cleanup.

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

None required.

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.

Michael Marzella
Signature of Applicant

8/20/19
Date

Michael Marzella
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: MOMO FUKU LEADERSHIP DINNER / BON FIRE

DATE(S): OCTOBER 1, 2019 Rain Date: _____
HOURS OF EVENT: From 5:30 PM To: 10 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

On the beach just in front of Longshore Lounge

Name of Applicant/Organization: LESLIE FERRIER, UPMR MOMO FUKU
Address: 605 7th Ave, AP, NJ 07712 / 605 E 11th St, 5th Fl NY, NY 10003
Contact: LESLIE FERRIER Phone: 732.567.8720
Fax: _____ Email: LFERRIER@MOMOFUKU.COM

Non-Profit? Yes ☐ No ☒ Tax Exempt ID Number: N/A

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: MOMO FUKU is an international restaurant group. We will be holding our Leadership Retreat in Asbury. We would like to do a 3-course dinner / BBQ on the beach for the team - Momofuku's team to cater.

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.**

Can provide once I meet with our caterer (Amelyn S.)

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 are having the event catered by
Marissa Schlossberg's team - Bonfire BBQ / Bonfire

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 50

ADMISSION CHARGE? YES ☐ **NO** ☒ **IF YES, HOW MUCH** N/A

VENDOR CHARGE? YES ☒ **NO** ☐ **IF YES, HOW MUCH** IBD By Catering \$3500?

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

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: Catering company to handle
all clean up & Memo from 211/D assist.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: I'm not sure how
bonfires in AP are set up, but will need assistance
in doing so - starting & extinguishing the bonfire

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

8/15/19
Date

LESLIE J. FERRILL

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. # _____

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NAME OF EVENT: Asbury Park Zombie Walk

DATE(S): October 5, 2019 Rain Date: N/A
HOURS OF EVENT: From 11:00am To: 8:00pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

AP Boardwalk and parade route from Ocean Ave. to Cookman, to Mattison, ending at Main Street.

Name of Applicant/Organization: Asbury Park Zombie Walk

Address: 208 Main Street, Suite 203, Asbury Park, NJ 07712

Contact: Christine McGillion (Sylvia Sylvia may relay message) Phone: 203-919-96696

Fax: _____ Email: mccluskey.christine@gmail.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: Participants start to arrive approximately noon and gather the length of the boardwalk. The parade steps off at 4pm. Participants proceed south on the boardwalk, and head west on Cookman Ave. The parade follows the route as described above, culminating at Main St. and Mattison Ave, A DJ is located at the culmination point where costume judging takes place.

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: Over 10,000 (participants & spectators)ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES X NO _____ Please Give Details:Temporary rolling closures along the parade route, as prescribed by City Officials.

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: Security will be APPD, as advised by Event Committee. Portable restrooms will be placed as deemed necessary by the Event Committee.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Drop off/pick up street barricades for closures. Barriers encompassing the landscaped triange at the intersection of Cookman, Emory and Mattison Ave. APPD and EMT/FD as deemed necessary by City Officials and Special Event Committee.

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.

Sylvia Sylvia
Signature of Applicant

August 22, 2019
Date

Sylvia Sylvia (On behalf of AP Zombie Walk/Christine McGillion)
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. # _____

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NAME OF EVENT: Pride in the Park Community Event

DATE(S): Oct 12, 2019 Rain Date: Oct 19, 2019
HOURS OF EVENT: From 11 AM To: 3 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Park

Name of Applicant/Organization: Quality of Life Committee

Address: 1 Municipal Plaza

Contact: Diane Shelton Phone: 732 337-9851

Fax: _____ Email: dianes@interfaithneighbors.org

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: Community Event
with free recycling, entertainment, smoke
stake grilling, etc

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: 100ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: Clean up will done byCommittee members

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

Police presence would be appreciatedNOTE: 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]
Signature of Applicant8/16/19
DateB. YOUNG Clayton
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. # _____

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NAME OF EVENT: City Committee Info Session

DATE(S): Wednesday 10/16/19 Rain Date: —
HOURS OF EVENT: From 7p To: 830p Set up starts 530

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Senior Center 2nd Floor (Doug + Karen OK'd)

Name of Applicant/Organization: Amy Quinn + Eileen Chapman

Address: (Sonia Spina) City Hall

Contact: ↓ Phone: 732 502 5749

Fax: — Email: Sonia.spina@cityofasburypark.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: _____

Info session for residents to learn about committee

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

Attachment: cm 911 (2019-289 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: _____

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: _____

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

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

1 person from DPW to help with setup + breakdownNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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*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.

Sonia Spina
Signature of Applicant7/25/19
DateSonia Spina
Print Name of Applicant

For Special Events Office Use only:

Packet Pg. 26

Attachment: cm 911 (2019-289 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: POW/MIA Chair Dedication for Asbury Park
 DATE(S): Sat 9/28/19 Rain Date: _____
 HOURS OF EVENT: From 11am To: approx 1130am

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

City council chamber
 Name of Applicant/Organization: City of asbury Park for Rolling Thunder
 Address: 1 municipal plaza
 Contact: Sonia Spina Phone: 732 502 5749
 Fax: _____ Email: sonia.spina@cityofasburypark.nj
 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:

20-30 min ceremony
mayor noon confirmed to give remarks
color guard (4 people)
national anthem singer

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

Attachment: cm 911 (2019-289 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: MAX 150ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: N/ADESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: N/ANOTE: 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.

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J Spina
Signature of Applicant8/15/19
DateJanis Spina for Rolling Thunder
Print Name of Applicant

For Special Events Office Use only:

Packet Pg. 28

Attachment: cm 911 (2019-289 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: EQUALITY WALK

DATE(S): 10/12/2019 Rain Date: N/A
HOURS OF EVENT: From 4pm To: 6pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

PART at Kennedy Park. WALK UP COOKMAN AVE TOWARDS THE BOARDWALK. MAKE A LEFT ON TO THE BOARDWALK. IT BOARDWALK ONTO 5th AVE. Ending THE WALK AT ASBURY HOTEL. 4pm REGISTRATION; 6pm START OF WALK

Name of Applicant/Organization: GARDEN STATE EQUALITY

Address: 1408 MAIN ST. ASBURY PARK NJ 07712

Contact: Michael Spadaro Phone: 732-754-4181

Fax: _____ Email: equality walk @ garden state equality. or

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 20-25881166

If yes, please provide non-profit certificate

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

ANNUAL FUNDRAISER TO RAISE MONEY FOR GARDEN STATE EQUALITY'S 2019 PROGRAMS AND INITIATIVES

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100-200ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$20, SUGGESTED DONATIONVENDOR 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: VOLUNTEERS AT CROSSWALKS FOR SAFETY AND DIRECTION, CLEAN UP, RECYCLING

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: 1 cop @ 2 hrs

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.

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*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

For Special Events Office Use only:

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



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: Shop. Here. Now Block Party Sidewalk Sale

DATE(S): 9/21/19 + 9/22/19 Rain Date: _____
HOURS OF EVENT: From 12pm To: 5pm each day

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Cookman Avenue - all sidewalks

Name of Applicant/Organization: Chamber of Commerce / Business Committee
Address: 1201 Springwood Avenue
Contact: Sylvia Sylvia Choppe Phone: 732.775.7676
Fax: _____ Email: Sylvia.C@asburyparkchamber.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:

all downtown business sidewalk sale on Sat 9/21 and
Sun 9/22 from 12-5pm.

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

Attachment: cm 911 (2019-289 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: _____

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: _____

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

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

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.

Sonia Spina for Charbur
Signature of Applicant9/5/19
DateSONIA SPINA
Print Name of Applicant

For Special Events Office Use only:

Packet Pg. 32

Attachment: cm 911 (2019-289 : 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: 10/13/19 Ceremony start time: 12 pm

Setup time: 10 am (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: Beach (Reception being held @ cubacan after ceremo
800 Ocean Ave, Asbury Park, NJ 07712

Names of Couple getting married: Sheannen L. Rojas & Ximena Jaramilla

Address: 1502 Oakland Ave City, State, Zip Code Union, NJ 07083

Day Phone: 908-361-4084 Evening Phone: 908-884-0014

E-mail Address: Xjaramillo922@gmail.com

Other Pertinent Information

Number in wedding party: 4

Number of people attending wedding ceremony 45

Will any of the following equipment be used:

PA System: yes ☒ no

Chairs: ☒ yes no If yes, how many

Archway: ☒ yes no

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

Attachment: cm 911 (2019-289 : Special Event Applications)

Other _____

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

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

K I

Signature of Applicant

8/9/19

Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: cm 911 (2019-289 : Special Event Applications)



RESOLUTION NO. 2019-290

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

RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE IN THE 2019 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - SENIOR CENTER GRANT

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2019 in the sum of \$6,400.00. Which is now available from the Department of Human Services - Senior Center Grant.

BE IT FURTHER RESOLVED, that a like sum of \$6,400.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Senior Center Grant

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

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

RESOLUTION NO. 2019-290 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-291

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

RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE IN THE 2019 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - CLEAN COMMUNITIES GRANT

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2019 in the sum of \$35,489.35. Which is now available from the Department of Environmental Protection - Clean Communities Grant.

BE IT FURTHER RESOLVED, that a like sum of \$35,489.35 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Clean Communities Grant

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

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

RESOLUTION NO. 2019-291 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-292

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

CANCELLING A PROFESSIONAL SERVICES CONTRACT TO T&M ASSOCIATES TO PREPARE DOCUMENTS FOR THE PROPOSED NORTH END BOARDWALK IMPROVEMENTS

WHEREAS, on July 2, 2019 the City of Asbury Park received a proposal to prepare various documents in regards to the proposed North End Boardwalk improvements from T&M Associates; and

WHEREAS, the not-to-exceed cost for various services as outlined in the proposal shall not exceed \$283,350.00 and were authorized by Resolution 2019-252; and

WHEREAS, the project is no longer needed and Resolution 2019-252 is hereby cancelled.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, that Resolution 2019-252 is hereby cancelled.

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-292 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 11th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-293

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

RESOLUTION AUTHORIZING THE MONMOUTH COUNTY ASBURY PARK POLICE DEPARTMENT TO PARTICIPATE IN THE DEFENSE LOGISTICS AGENCY, LAW ENFORCEMENT SUPPORT OFFICE, 1033 PROGRAM TO ENABLE THE ASBURY PARK POLICE DEPARTMENT TO REQUEST AND ACQUIRE EXCESS DEPARTMENT OF DEFENSE EQUIPMENT

WHEREAS, the United States Congress authorized the Defense Logistics Agency (DLA) Law Enforcement Support Office (LESO) 1033 Program to make use of excess Department of Defense personal property by making that personal property available to municipal, county and State law enforcement agencies (LEAs); and

WHEREAS, DLA rules mandate that all equipment acquired through the 1033 Program remain under the control of the requesting LEA; and

WHEREAS, participation in the 1033 Program allows municipal and county LEAs to obtain property they might not otherwise be able to afford in order to enhance community preparedness, response, and resiliency; and

WHEREAS, although property is provided through the 1033 Program at no cost to municipal and county LEAs, these entities are responsible for the costs associated with delivery, maintenance, fueling, and upkeep of the property, and for specialized training on the operation of any acquired property; and

WHEREAS, N.J.S.A. 40A:5-30.2 requires that the governing body of the municipality or county approve, by a majority of the full membership, both enrollment in, and the acquisition of any property

through,
the 1033 Program; and

NOW THEREFORE BE IT RESOLVED by the governing body of the City of Asbury Park in the County of Monmouth, state of New Jersey that:

Asbury Park Police department in Monmouth County is hereby authorized to enroll in the 1033 Program for no more than a one-year period, with authorization to participate terminating on December 31 of the current calendar year from Aug 28, 2019 to December 31, 2020; and

NOW THEREFORE BE IT FURTHER RESOLVED that The Asbury Park Police Department is hereby authorized to acquire items of non-controlled property designated "DEMIL A," which may include office supplies, office furniture, computers, electronic equipment, generators, field packs, non-military vehicles, clothing, traffic and transit signal systems, exercise equipment, farming and moving equipment, storage devices and containers, tools, medical and first aid equipment and supplies, personal protection equipment and supplies, construction materials, lighting supplies, beds and sleeping mats, wet and cold weather equipment and supplies, respirators, binoculars, and any other supplies or equipment of a non-military nature identified by the LEA, if it shall become available in the period of time for which this resolution authorizes, based on the needs of the Asbury Park Police Department in Monmouth County, without restriction; and

NOW THEREFORE BE IT FURTHER RESOLVED that the Asbury Park Police Department is hereby authorized to acquire the following "DEMIL B through Q" property, if it shall become available in the period of time for which this resolution authorizes: and

BE IT FURTHER RESOLVED that the *City of Asbury Park Police Department in Monmouth County* shall develop and implement a full training plan and policy for the maintenance and use of the acquired property; and

BE IT FURTHER RESOLVED that the *City of Asbury Park Police Department in Monmouth County* shall provide a quarterly accounting of all property obtained through the 1033 Program which shall be available to the public upon request; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and shall be valid to
authorize requests to acquire "DEMIL A" property and "DEMIL B through Q" property that may be made
available through the 1033 Program during the period of time for which this resolution authorizes; with
Program participation and all property request authorization terminating on December 31st of the
current calendar year from Aug 28, 2019 to December 31, 2020.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-293 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-294

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

RESOLUTION TO REFUND OVERPAID TAXES ON BLOCK 3505 LOTS 8.15 & 8.32 301 FOURTH AVENUE UNIT 101 & 201

WHEREAS, Nana Grandpa LLC, the assessed owners of Block 3505 Lots 8.15 & 8.32, whose property address is known as 301 Fourth Avenue Unit 101 & 201, has erroneously made a duplicate payment on property taxes creating an overpayment in the amount of \$5,154.03; and

WHEREAS, the Tax Collector has requested to refund overpayment on Block 3505 Lots 8.15 (\$2,531.69) & 8.32 (\$2,622.34) in the amount of \$5,154.03 for the credit applied to the 3rd & 4th quarters of 2019 that was paid by Nana Grandpa LLC, who has provided documented proof of payment and has directed overpayment to be refunded; and

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

- 1) The Mayor and City Council do hereby authorize the Tax Collector for the City of Asbury Park to refund overpayment of taxes in the amount of \$5,154.03 for the 3rd & 4th quarters of 2019 to Nana Grandpa LLC.
- 2) A certified copy of this resolution shall be forwarded to the Tax Collector and CFO of City of Asbury Park.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-294 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

3505/8.15

NANA GRANDPA LLC
916 Washington Avenue
Township of Washington, NJ 07676

August 30, 2019

Tyrone Young
Asbury Park Tax Collector
1 Municipal Plaza
Asbury Park, NJ 07712

Re: 301 Fourth Avenue, Unit 101, Tax Account 00004417
301 Fourth Avenue, Unit 201, Tax Account 00004435
Nana Grandpa LLC
Property Tax Refund Request



Dear Mr. Young

This is a request for refund of 3Q19 and 4Q19 tax on the two properties cited. The reason for the overpayment is that we received two identical tax bills on separate dates. I processed the first two and made payments on 7/25/19. My wife processed the second two, unaware that they were duplicates, unaware that I had already paid them, and made payments on 8/20/19. Frank, in your office, has confirmed that these payments have been processed and credited to our accounts.

The total amount of this refund is $1265.85 + 1265.84 + 1311.17 + 1311.17$ or a total of \$5154.03

I enclose documentation to support this request...

Copies of the two envelopes

Copies of the two duplicate and identical tax bills

Copies of the four duplicate checks issued, front and back.

Your prompt attention to this request is appreciated.

Regards,

Joseph S. Giardina
Managing Member
File: 1579-12

Attachment: 3505-8.15-8.32 Reso Refund Overpayment FILE 9-5-19 (2019-294 : Resolution to Refund Overpaid Taxes 3505-8.15 & 8.32 301

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Attachment: 3505-8.15-8.32 Reso Refund Overpayment FILE 9-5-19 (2019-294 : Resolution to Refund Overpaid Taxes 3505-8.15 & 8.32 301

55-233/212

1187

NANA GRANDPA LLC

DATE 8-20-19

PAY TO THE ORDER OF CITY OF ASBURY PARK \$1265.85

One thousand two hundred sixty five and 85/100

DOLLARS

Security Features Included. Details on Back.

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO 2019-3 3505 Lot 8.15

Joseph Diarini

0212023371

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* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

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Investors Bank #143
2019-08-27
0143657629
Batch 194893701

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FOR DEPOSIT ONLY
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Tax Collector's Account OR REMOTE DEPOSIT
Amt: 1265.85 Date: 08/26/19
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NANA GRANDPA LLC

DATE 8-20-19

PAY TO THE ORDER OF

CITY OF ASBURY PARK

\$ 1265.84

One thousand two hundred sixty-five and 84/100

DOLLARS



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CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

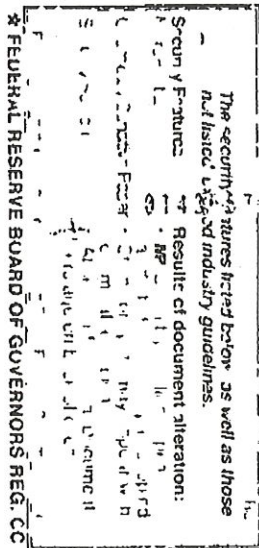
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MEMO 2019-4

Joseph J. Jandini

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55-233/212

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NANA GRANDPA LLC

DATE 8-26-19

PAY TO THE
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PAY TO THE ORDER OF CITY of ASBURY PARK \$ 1311.17

One thousand three hundred eleven and $\frac{13}{100}$ DOLLARS



JPMorgan Chase Bank, N.A.
www.Chase.com

3505 Lot 8.32

MEMO

MEMO 2019-11 [redacted] [signature]

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The security features listed below, as well as those not listed, are used in industry guidelines

Security Features

Results of document alteration

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FEDERAL RESERVE BOARD OF GOVERNORS REG. CO.

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Investors Bank #143
2019-08-27
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Batch 194893701

ENDORSE HERE

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FOR DEPOSIT ONLY
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RESOLUTION NO. 2019-295

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

RESOLUTION ACCEPTING THE 2018 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 2018 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, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-295 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-296

**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 2018 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, 2018; and

WHEREAS, said audit contained three 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:

2018 Corrective Action Plan

Finding #2018-01

Criteria:

As construction is being done throughout the City, the City is potentially not collecting the revenue required by ordinance for sewer connections.

Condition:

The City does not have a process in place to ensure that Sewer Connection Fees are being properly billed and paid.

Recommendation:

It is recommended that the City implement a process to identify, bill, and collect the revenues related to the Sewer Connection fees and properly train staff on the process.

Corrective Action:

The City is in the process of putting together procedures for identifying, billing and collecting sewer connection revenues. Staff will also be trained in the processes to be followed.

Date of Implementation: September, 2019

Finding #2018-02

Criteria:

The City is required to provide a public hearing on all ordinances adopted.

Condition:

The City did not have a public hearing on Ordinance 2018-44 “An Ordinance Amending and Supplementing Chapter XVII “Sewers” of the “Code of the City of Asbury Park, New Jersey.”

Recommendation:

It is recommended that the City ensure it is holding public hearings on all ordinances prior to adoption.

Corrective Action:

The City had a public hearing for this ordinance on October 10, 2018.

Date of Implementation: N/A

Finding #2018-03

Criteria:

The City must annually establish rates for the Sewer Utility.

Condition:

The City did not approve rates for the 2018 Sewer Utility.

Recommendation:

It is recommended that the City ensure that it is approving rates for the sewer utility on an annual basis.

Corrective Action:

Going forward the City will establish and approve rates for the Sewer Utility on an annual basis.

Date of Implementation: September, 2019

WHEREAS, the City of Asbury Park (the “City”) has had presented by its Auditor the Audit for the year ended December 31, 2018; and

WHEREAS, said audit contained three 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:

2018 Corrective Action Plan

Finding #2018-01

Criteria:

As construction is being done throughout the City, the City is potentially not collecting the revenue required by ordinance for sewer connections.

Condition:

The City does not have a process in place to ensure that Sewer Connection Fees are being properly billed and paid.

Recommendation:

It is recommended that the City implement a process to identify, bill, and collect the revenues related to the Sewer Connection fees and properly train staff on the process.

Corrective Action:

The City is in the process of putting together procedures for identifying, billing and collecting sewer connection revenues. Staff will also be trained in the processes to be followed.

Date of Implementation: September, 2019

Finding #2018-02

Criteria:

The City is required to provide a public hearing on all ordinances adopted.

Condition:

The City did not have a public hearing on Ordinance 2018-44 “An Ordinance Amending and Supplementing Chapter XVII “Sewers” of the “Code of the City of Asbury Park, New Jersey.”

Recommendation:

It is recommended that the City ensure it is holding public hearings on all ordinances prior to adoption.

Corrective Action:

The City had a public hearing for this ordinance on October 10, 2018.

Date of Implementation: N/A

Finding #2018-03

Criteria:

The City must annually establish rates for the Sewer Utility.

Condition:

The City did not approve rates for the 2018 Sewer Utility.

Recommendation:

It is recommended that the City ensure that it is approving rates for the sewer utility on an annual basis.

Corrective Action:

Going forward the City will establish and approve rates for the Sewer Utility on an annual basis.

Date of Implementation: September, 2019

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-296 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-297

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$1,662,344.19

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	\$ 920,724.19
BOARD OF EDUCATION	<u>741,620.00</u>
TOTAL VOUCHERS	\$ <u>1,662,344.19</u>

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-297 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

August 28, 2019
12:55 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.H.3.a
Page No. 1

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: N Aprv: N Rcvd: Y
Range: 8-First to 9-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/19 Include Non-Budgeted: Y
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

8-01-28-370-000-299	RECREATION Misc.					
JERELE	JERSEY ELEVATOR COMPANY, INC.	18-02952	5 yr elevator test 2019-2023	1,475.00	0.00	
	Extd Total:		RECREATION SERVICES & PROGRAM	1,475.00		
	Department Total:		RECREATION SERVICES & PROGRAM	1,475.00		
	CAFR Total:			1,475.00		
	Fund Total:		CURRENT	1,475.00		
	Year Total:			1,475.00		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

9-01-20-100-000-201	ADMINISTRATION General Plant					
MILLE005	MILLENNIUM STRATEGIES LLC	19-02597	INVOICE #8898 JUNE 2019 PREP	4,800.00	0.00	
	Extd Total:		ADMINISTRATION	4,800.00		
	Department Total:		ADMINISTRATION	4,800.00		

Department: ENGINEERING SERVICES
Extd: ENGINEERING SERVICES

9-01-20-165-000-209	ENGINEERING SERVICES Fees					
TREREV	TREASURER STATE OF NEW JERSEY	19-02794	INV #191487360 NJDEP LSRP	890.00	0.00	
	Extd Total:		ENGINEERING SERVICES	890.00		
	Department Total:		ENGINEERING SERVICES	890.00		
	CAFR Total:			5,690.00		

Department: CODE ENFORCEMENT AND ADMIN.
Extd: CODE ENFORCEMENT AND ADMIN.

9-01-22-195-000-299	CODE ENFORCE Misc.					
VERIZON	VERIZON WIRELESS	19-02738	#342269861-00001 7/5 - 8/4/19	78.06	0.00	
	Extd Total:		CODE ENFORCEMENT AND ADMIN.	78.06		
	Department Total:		CODE ENFORCEMENT AND ADMIN.	78.06		

Attachment: Bill List 8-28-19 (2019-297 : Payment of Bills)

August 28, 2019
12:55 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.H.3.a
Page No. 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
9-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
VERIZON	VERIZON WIRELESS	19-02738	#342269861-00001 7/5 - 8/4/19	117.10	0.00	
Extd Total: CONSTRUCTION CODE OFFICIAL				117.10		
Department Total: CONSTRUCTION CODE OFFICIAL				117.10		
CAFR Total:				195.16		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
9-01-25-240-000-203	POLICE Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-02319	Blanket Car Repairs	2,562.57	0.00	B
KATHR005	KATHRYN MARSHAK	19-02745	Reimbursement for Car towed in	209.00	0.00	
				2,771.57		
9-01-25-240-000-218	POLICE Contract.Serv.					
OPTIMUM	OPTIMUM	19-02736	#07866-182313-01-5 Current	176.58	0.00	
Extd Total: POLICE DEPARTMENT				2,948.15		
Department Total: POLICE DEPARTMENT				2,948.15		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
9-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
VERIZON	VERIZON WIRELESS	19-02738	#342269861-00001 7/5 - 8/4/19	19.53	0.00	
Extd Total: FIRE DEPARTMENT				19.53		
Extd: FIRE HYDRANT						
9-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	19-02724	#1018-21006567043 6/25 - 7/23	11,699.08	0.00	
Extd Total: FIRE HYDRANT				11,699.08		
Department Total: FIRE DEPARTMENT				11,718.61		
CAFR Total:				14,666.76		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
9-01-26-290-000-201	STREETS & ROAD General Plant					
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	19-01716	#139140 Hot Mixed Asphalt	116.06	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	19-01857	#139772 Hot Mixed Asphalt 5/10	86.30	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	19-02685	#147166 Hot Mixed Asphalt	75.52	0.00	
				277.88		
9-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
OPTIMUM	OPTIMUM	19-02726	Account No. 07866-183188-01-1	31.24	0.00	

Attachment: Bill List 8-28-19 (2019-297 : Payment of Bills)

August 28, 2019
12:55 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-26-290-000-218 VERIZON VERIZON WIRELESS	STREETS & ROAD Contract.Serv. 19-02738 #342269861-00001 7/5 - 8/4/19		Continued	78.06 109.30	0.00	
9-01-26-290-000-235 NJFOR005 NJ FOREST SERVICE NURSERY	STREETS & ROAD Shade Tree Commission 19-02715 Order# 12922 Various Plants			138.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			525.18		
	Department Total: STREETS & ROADS MAINTENANCE			525.18		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
9-01-26-305-000-209 DELDEM DELISA DEMOLITION, INC.	SOLID WASTE Fees 19-02023 Construction Debris Removal			10,446.05	0.00	B
9-01-26-305-000-218 DELDEM DELISA DEMOLITION, INC.	SOLID WASTE Contract.Serv. 19-02409 #161893 Monthly Service - June			36,416.67	0.00	
DELDEM DELISA DEMOLITION, INC.	19-02681 #166712 Tipping Fees 7/16-31			39,364.57 75,781.24	0.00	
	Extd Total: SOLID WASTE COLLECTION			86,227.29		
	Department Total: SOLID WASTE COLLECTION			86,227.29		
	CAFR Total:			86,752.47		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
9-01-27-345-000-201 NJTRNST NJ TRANSIT CORP.%FINANCE DEPT.	SOCIAL SERVICES General Plant 19-02575 Bus and Train Fare			197.50	0.00	
	Extd Total: SOCIAL SERVICES:			197.50		
	Department Total: SOCIAL SERVICES:			197.50		
	CAFR Total:			197.50		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
9-01-31-435-435-299 NJAMER N.J. AMERICAN WATER CO.	LIGHT, HEAT & POWER Misc. 19-02724 #1018-21006567043 6/25 - 7/23			4,396.15	0.00	
NJAMER N.J. AMERICAN WATER CO.	19-02732 #1018-210024751262 7/3 - 8/2			1,140.41	0.00	
NJAMER N.J. AMERICAN WATER CO.	19-02760 #1018-210024807240 7/3 - 8/2			6,594.21 12,130.77	0.00	
	Extd Total: LIGHT, HEAT & POWER			12,130.77		
Extd: STREET&TRAFFIC LIGHTING						
9-01-31-435-436-299 JCPL JCPL	STREET&TRAFFIC LIGHTING Misc. 19-02773 #100 011 673 256 7/19 - 8/19			16,998.45	0.00	
	Extd Total: STREET&TRAFFIC LIGHTING			16,998.45		
	Department Total: LIGHTING			29,129.22		

Attachment: Bill List 8-28-19 (2019-297 : Payment of Bills)

August 28, 2019
12:55 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.H.3.a
Page NO: 4

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TELEPHONE						
Extd: TELEPHONE						
9-01-31-440-000-299	TELEPHONE Misc.					
VERZON	VERIZON BUSINESS	19-02723	ACCT #152-069-551-0001-78	124.99	0.00	
	Extd Total: TELEPHONE			124.99		
	Department Total: TELEPHONE			124.99		
	CAFR Total:			29,254.21		
	Fund Total: CURRENT			136,756.10		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
9-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
MTHOL005	MT HOLLY MOTORSPORTS	19-02084	2019 YAHABA VIKING EPS ATV	11,904.00	0.00	
POTTY005	POTTY PROS	19-02330	2019 Rental Service Agreement	1,737.00	0.00	B
POTTY005	POTTY PROS	19-02600	INVOICE #0746898AK 6/19 - 7/7	1,178.76	0.00	
				14,819.76		
9-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	19-02773	#100 011 673 256 7/19 - 8/19	211.72	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			15,031.48		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			15,031.48		
	CAFR Total:			15,031.48		
	Fund Total: BEACH			15,031.48		
Fund: SEWER UTILITY: BUDGET:						
Department: SEWER UTILITY O/E: OTHER EXPENSES:						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
9-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	19-02724	#1018-21006567043 6/25 - 7/23	5,275.22	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			5,275.22		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			5,275.22		
	CAFR Total:			5,275.22		
	Fund Total: SEWER UTILITY: BUDGET:			5,275.22		
	Year Total:			157,062.80		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd: 2018 CDBG Allotment						
T-17-75-850-850-003	Basketball Courts, Road Repair, Sidewalk					
DELDEM	DELISA DEMOLITION, INC.	19-02311	dumpster for concrete	4,333.54	0.00	

Attachment: Bill List 8-28-19 (2019-297 : Payment of Bills)

August 28, 2019
12:55 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-17-75-850-850-003 CLABLO CLAYTON BLOCK CO., INC.	Basketball Courts, Road Repair, Sidewalk Continued	19-02628	concrete mix for alleyway	142.84 4,476.38	0.00	
Extd Total: 2018 CDBG Allotment				4,476.38		
Department Total:				4,476.38		
CAFR Total:				4,476.38		
Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:				4,476.38		
Fund: CHILD WELFARE:						
T-18-56-850-000-801 JBMLLC J&B MORRIS LLC	Reserve for Expenditures	19-02635	INVOICE #4903 NNO 8/6/18	425.00	0.00	
Extd Total:				425.00		
Department Total:				425.00		
CAFR Total:				425.00		
Fund Total: CHILD WELFARE:				425.00		
Year Total:				4,901.38		
Total Charged Lines: 136 Total List Amount: 163,439.18 Total Void Amount: 0.00						

Attachment: Bill List 8-28-19 (2019-297 : Payment of Bills)

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	8-01	1,475.00	0.00	0.00	1,475.00
CURRENT	9-01	136,756.10	0.00	0.00	136,756.10
BEACH	9-05	15,031.48	0.00	0.00	15,031.48
SEWER UTILITY: BUDGET:	9-07	5,275.22	0.00	0.00	5,275.22
Year Total:		157,062.80	0.00	0.00	157,062.80
COMMUNITY DEVELOPMENT BLK GRANT BUDGE T-17		4,476.38	0.00	0.00	4,476.38
CHILD WELFARE:	T-18	425.00	0.00	0.00	425.00
Year Total:		4,901.38	0.00	0.00	4,901.38
Total of All Funds:		163,439.18	0.00	0.00	163,439.18

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: N Aprv: N Rcvd: Y
Range: 8-First to 9-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/19 Include Non-Budgeted: Y
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						
9-01-20-100-000-201	ADMINISTRATION General Plant					
OTTGRO	Otteau Group Inc.	19-01360	Resolution 2019-66 Appraisal	6,248.35	0.00	B
BORHOT	BORGATA HOTEL CASINO & SPA	19-02090	NJLM Conference	1,256.00	0.00	
GEECHA	GEESE CHASERS, LLC	19-02104	3RD QTR 2019 CLEARNG AND	1,079.00	0.00	B
SHORIT	SAKER SHOPRITE, INC.	19-02363	items for back to school event	626.04	0.00	
BORHOT	BORGATA HOTEL CASINO & SPA	19-02378	hotel stay for NJLM Conference	157.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-02594	Q#17515308	89.90	0.00	
DJSDLE	DJ'S DELIGHTS	19-02616	refreshments Kendle event	252.46	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	19-02619	fliers for back to school	64.00	0.00	
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	19-02673	registration for conference	495.00	0.00	
MIDICE	MIDWAY ICE & FUEL COMPANY	19-02697	ice for back to school	100.00	0.00	
ALPPRE	ALPHABETS PRESCHOOL CENTER INC	19-02714	face painting back to school	400.00	0.00	
APCHAM	A.P. CHAMBER OF COMMERCE	19-02737	INVOICE #4781 CITY GUIDES	7,735.00	0.00	
ATLLC	AT&T MOBILITY LLC	19-02850	#287284651437 7/12 - 8/11	49.63	0.00	
ATLLC	AT&T MOBILITY LLC	19-02851	#287284936037 7/12 - 8/11	49.45	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-02881	cooler rental for July 2019	59.70	0.00	
SHEBSHE	SHEBELL & SHEBELL, LLC	19-02898	Invoice 49195 Judgement Search	10.00	0.00	
				18,671.53		
9-01-20-100-000-202	ADMINISTRATION Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-02312	chair for Tanisha	210.69	0.00	
WBMASON	W.B.MASON CO., INC.	19-02762	OFFICE SUPPLIES - PAPER	123.98	0.00	
				334.67		
9-01-20-100-000-209	ADMINISTRATION Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02702	#16024:PMT. 46 OF 60	415.22	0.00	
	Extd Total: ADMINISTRATION			19,421.42		
	Department Total: ADMINISTRATION			19,421.42		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
9-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-02819	Office Supplies	377.71	0.00	
9-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA	THE NEW COASTER, LLC	19-02833	Invoice #54041	180.70	0.00	
ASBPAK	ASBURY PARK PRESS	19-02891	Publication of Legal Ads	254.24	0.00	
				434.94		
9-01-20-120-000-222	MUNICIPAL CLERK Training					
TROHOT	TROPICANA HOTEL	19-02416	Melody Hartsgrrove NJLM 2019	122.00	0.00	

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

September 5, 2019
09:22 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-20-120-000-222	MUNICIPAL CLERK Training		Continued			
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	19-02709 2019 League Fees			55.00	0.00	
				177.00		
9-01-20-120-000-238	MUNICIPAL CLERK Contractual					
MCCI MCCI, LLC	19-02061 MCCI- JUSTFOIA 6/10/19			2,500.00	0.00	
GRALLC GRANICUS, LLC	19-02741 INVOICE#116237-AUGUST 2019			706.20	0.00	
				3,206.20		
	Extd Total: MUNICIPAL CLERK			4,195.85		
	Department Total: MUNICIPAL CLERK			4,195.85		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
9-01-20-130-000-201	FINANCE General Plant					
MUNCAP MUNICIPAL CAPITAL CORPORATION	19-02702 #16024:PMT. 46 OF 60			389.62	0.00	
ASBPAK ASBURY PARK PRESS	19-02730 NTB TRAFFIC CONTROL SIGNAGE			72.44	0.00	
FPMail FP Mailing Solutions	19-02731 RI104151101 MAIL MACHINE			225.00	0.00	
MARBUS MARLIN BUSINESS BANK	19-02890 INVOICE #17292075 9/15/19			339.50	0.00	
WATSPR WATCHUNG SPRING WATER CO., INC.	19-02895 ACCOUNT #014764 AUGUST			116.48	0.00	
				1,143.04		
9-01-20-130-000-202	FINANCE Office Supplies					
WBMASON W.B.MASON CO., INC.	19-01687 OFFICE SUPPLIES NEEDED			789.46	0.00	
WBMASON W.B.MASON CO., INC.	19-02762 OFFICE SUPPLIES - PAPER			247.96	0.00	
				1,037.42		
9-01-20-130-000-222	FINANCE Training					
INSFOR INSTITUTE FOR PROFESSIONAL DEV	19-02761 Seminar Oct. 25 2019			125.00	0.00	
9-01-20-130-000-238	FINANCE Conventions					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	19-02709 2019 League Fees			55.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			2,360.46		
	Department Total: FINANCIAL ADMINISTRATION			2,360.46		
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
9-01-20-140-000-218	COMPUTERIZED DATA PROC. Contract Service					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	19-02674 Conference Reg - Dellaragione			55.00	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			55.00		
	Department Total: COMPUTERIZED DATA PROCESSING			55.00		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
9-01-20-145-000-202	TAX REV ADMIN Office Supplies					
WBMASON W.B.MASON CO., INC.	19-02762 OFFICE SUPPLIES - PAPER			61.99	0.00	

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

September 5, 2019
09:22 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-20-145-000-209	TAX REV ADMIN Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02702	#16024:PMT. 46 OF 60	236.52	0.00	
9-01-20-145-000-222	TAX REV ADMIN Training					
TYRYOU	TYRONE YOUNG	19-02824	Travel Reimbursement Edmunds	47.52	0.00	
9-01-20-145-000-238	TAX REV ADMIN Conventions					
TROHOT	TROPICANA HOTEL	19-02397	NJLM 2019 FALL CONF - T. YOUNG	102.00	0.00	
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	19-02709	2019 League Fees	55.00	0.00	
				157.00		
	Extd Total: TAX REVENUE ADMINISTRATION			503.03		
	Department Total: TAX REVENUE ADMINISTRATION			503.03		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
9-01-20-150-000-202	TAX ASSESSOR Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	19-02269	2019 I&E Certified Mailing	219.05	0.00	
9-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU	HARRY HAUSHALTER	19-02627	Haushalter Legal Defense-2019	1,887.00	0.00	
	Extd Total: TAX ASSESSOR			2,106.05		
	Department Total: TAX ASSESSOR			2,106.05		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
9-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
CRAPRI	CRAFTMASTER PRINTING, INC.	19-02358	Fall 2019 Newsletter Printing	2,411.00	0.00	
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	19-02746	Registration Fee for 2019	55.00	0.00	
				2,466.00		
	Extd Total: DIRECTOR OF COMMUNICATIONS			2,466.00		
	Department Total: DIRECTOR OF COMMUNICATIONS			2,466.00		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
9-01-20-155-000-209	LEGAL SERVICES Fees					
ANSZAR	ANSELL, GRIMM & AARON, P.C.	19-02639	Services for June 2019	7,726.57	0.00	
MCMSO	MCMANIMON, SCOTLAND & BAUMANN, LLC	19-02708	SERVICES RENDERED THRU JUN-19	175.00	0.00	
MARFAL	MARAZITI FALCON, LLP	19-02729	SERVICES RENDERED THRU JUL-19	350.00	0.00	
MARFAL	MARAZITI FALCON, LLP	19-02793	PROF. SVCS. THRU MAR-19 to JUL-19	10,217.72	0.00	
ARCHGR	ARCHER & GREINER, P.C.	19-02795	Bond Counsel Services	9,697.82	0.00	
ANSZAR	ANSELL, GRIMM & AARON, P.C.	19-02896	Invoice 442715 Easement	576.00	0.00	
ANSZAR	ANSELL, GRIMM & AARON, P.C.	19-02897	Invoice 442717 R BAR AP Encl.	320.00	0.00	
				29,063.11		
	Extd Total: LEGAL SERVICES			29,063.11		
	Department Total: LEGAL SERVICES			29,063.11		

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

September 5, 2019
09:22 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.H.3.b
Page No. 4

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
9-01-20-165-000-209	ENGINEERING SERVICES Fees					
FREPAR	FRENCH & PARRELLO, PA	19-02626	services thru June 22, 2019	1,530.00	0.00	
TMASSO	T & M ASSOCIATES	19-02861	LAF371326 General Engineering	5,996.72	0.00	
TMASSO	T & M ASSOCIATES	19-02862	LAF 371325 DOT Grant Applic.	3,884.00	0.00	
				<u>11,410.72</u>		
	Extd Total: ENGINEERING SERVICES			11,410.72		
	Department Total: ENGINEERING SERVICES			11,410.72		
	CAFR Total:			71,581.64		
Department: Planning Department						
Extd: Planning Department						
9-01-21-179-000-201	Planning Dept. General Plant					
WBMASON	W.B.MASON CO., INC.	19-02573	Office Supplies- Planning	33.96	0.00	
CLACAS	CLARIDGE CASINO HOTEL	19-02579	Alonso League hotel stay	180.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02702	#16024:PMT. 46 OF 60	200.97	0.00	
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	19-02753	Alonso and Gasparyan League	110.00	0.00	
				<u>524.93</u>		
	Extd Total: Planning Department			524.93		
	Department Total: Planning Department			524.93		
	CAFR Total:			524.93		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
9-01-22-195-000-299	CODE ENFORCE Misc.					
HOSCOM	HOST COMPLIANCE, LLC	19-02701	Address Identification	4,977.00	0.00	
JUNLAS	JUNGLE LASERS, LLC	19-02713	CE application 7/1-7/31/19	475.00	0.00	
WBMASON	W.B.MASON CO., INC.	19-02762	OFFICE SUPPLIES - PAPER	123.98	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	19-02858	Water,cooler,delivery	80.90	0.00	
				<u>5,656.88</u>		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			5,656.88		
	Department Total: CODE ENFORCEMENT AND ADMIN.			5,656.88		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
9-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
GRAING	GRAINGER, INC.	19-02455	AFCI/GFCI TESTER	104.98	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02702	#16024:PMT. 46 OF 60	582.97	0.00	
				<u>687.95</u>		
	Extd Total: CONSTRUCTION CODE OFFICIAL			687.95		
	Department Total: CONSTRUCTION CODE OFFICIAL			687.95		
	CAFR Total:			6,344.83		

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

September 5, 2019
09:22 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.H.3.b
Page No. 5

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
9-01-25-240-000-201	POLICE General Plant					
ALPPIN	ALPINE PINNACLE INC.	19-02545	Glove-Latex #0226 uniseal	909.30	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02702	#16024:PMT. 46 OF 60	202.52	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-02776	#169322 #9597097 #9645214	141.33	0.00	
STATOX	STATE TOXICOLOGY LABORATORY	19-02779	(2) Applicant Analysis	90.00	0.00	
COMPSY	COMPREHENSIVE PSYCHOLOGICAL	19-02802	Critical Incident Debriefing	500.00	0.00	
SERWOR	SERVICE WORKS, INC.	19-02912	#57508 Service Call	360.00	0.00	
				<u>2,203.15</u>		
9-01-25-240-000-202	POLICE Office Supplies					
WBMASON	W.B.MASON CO., INC.	19-02913	S094169524 AAG70100X05 Planner	7.60	0.00	
9-01-25-240-000-203	POLICE Motor Vehicle					
QUAAUT	QUALITY AUTO GLASS, INC.	19-02780	#39946 Replaced windshield Car	238.80	0.00	
RICAUT	RICH'S AUTO BODY	19-02825	#11162 Changed Flat Unit 26	20.00	0.00	
				<u>258.80</u>		
9-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	19-02775	#2015180 Animal Control July	5,391.80	0.00	
9-01-25-240-000-207	POLICE Clothing Allowance					
LANASO	LANIGAN ASSOCIATES. INC.	19-02799	Replacement Uniform taken as	529.00	0.00	
9-01-25-240-000-212	POLICE Dues,Subscript.					
MAGLO	MAGLOCLIN	19-02798	# 2657 User Fees 7/1/19 - 6/30	400.00	0.00	
9-01-25-240-000-216	POLICE Supplies-Compu.					
STAPLE	STAPLES BUSINESS ADVANTAGE	19-02449	(4) Seagate Expansion External	271.02	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-02744	#17571266 (1) Lenovo Think	2,087.47	0.00	
				<u>2,358.49</u>		
9-01-25-240-000-218	POLICE Contract.Serv.					
DYNIMA	DYNAMIC IMAGING SYSTEM, INC	19-02609	#0021051-IN Maintenance	5,190.00	0.00	
GNEIL	G.NEIL COMPANIES	19-02648	SO-09656188 Gradience	367.20	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	19-02700	#M58606 Mobile Data August	1,220.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02702	#16024:PMT. 46 OF 60	436.73	0.00	
VERZON	VERIZON BUSINESS	19-02844	#150-717-354-0001-65 Current	1,776.60	0.00	
ATLLC	AT&T MOBILITY LLC	19-02850	#287284651437 7/12 - 8/11	1,093.77	0.00	
				<u>10,084.30</u>		
9-01-25-240-000-222	POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00339	Gang Awareness Leahy, Diorio,	60.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-00393	Domestic Violence Update 07/24	50.00	0.00	
NJNEOA	N.J.N.E.O.A.	19-02547	Training-Narcot Houlis, Madera	80.00	0.00	
				<u>190.00</u>		
Extd Total: POLICE DEPARTMENT				21,423.14		
Department Total: POLICE DEPARTMENT				21,423.14		

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

September 5, 2019
09:22 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page No. 6
3.H.3.b

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
9-01-25-265-000-201	FIRE DEPT. General Plant					
POWDMS	POWERDMS INC.	19-02669	Inv 28140 Annual Data System	4,566.80	0.00	
WESPES	WESTERN PEST SERVICES	19-02784	Inv 27905 Aug pest service	99.00	0.00	
AIRGAS	AIR GAS TECHNOLOGIES, INC.	19-02785	Inv 804582 Reset pump breaker	375.00	0.00	
ATLLC	AT&T MOBILITY LLC	19-02850	#287284651437 7/12 - 8/11	777.84	0.00	
ATLLC	AT&T MOBILITY LLC	19-02851	#287284936037 7/12 - 8/11	44.76	0.00	
				5,863.40		
9-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
NJEVEH	NJ EMERGENCY VEHICLES	19-01812	Door handle amb 83-58	48.00	0.00	
NJEVEH	NJ EMERGENCY VEHICLES	19-02053	Door handle 83-56	48.00	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-02066	Blanket not to exceed	405.02	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	19-02872	Front Tire 8368	135.00	0.00	
				636.02		
9-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
GENSAF	GEN-EL SAFETY & INDUSTRIAL	19-02552	Quote #: 30790	405.65	0.00	
9-01-25-265-000-214	FIRE DEPT. Building Maintenance					
VERITIV	VERITIV OPERATING COMPANY	19-01757	Blanket PO not to exceed	236.00	0.00	B
VERITIV	VERITIV OPERATING COMPANY	19-02770	Blanket PO not to exceed	359.66	0.00	B
				595.66		
9-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02702	#16024:PMT. 46 OF 60	75.44	0.00	
REVGUA	REVENUE GUARD MEDICAL CLAIMS	19-02752	Inv. 73119 July 2019 Fees	5,287.04	0.00	
				5,362.48		
9-01-25-265-000-229	FIRE DEPT. Medical Sup.					
HENSCE	HENRY SCHEIN, INC.	19-01245	Blanket PO not to exceed	607.92	0.00	B
9-01-25-265-000-253	FIRE DEPT. Unif.FireSafety					
TREDCA	TREAS. STATE OF NJ:PUB.UNIT	19-02765	Div Fire Safety Svc/Subscript	90.00	0.00	
	Extd Total: FIRE DEPARTMENT			13,561.13		
	Department Total: FIRE DEPARTMENT			13,561.13		
Department: MUNICIPAL PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
9-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	19-02790	AUGUST 2019 FEES	5,850.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			5,850.00		
	Department Total: MUNICIPAL PROSECUTOR			5,850.00		
	CAFR Total:			40,834.27		

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
9-01-26-290-000-201	STREETS & ROAD	General Plant				
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02702	#16024:PMT. 46 OF 60	211.19	0.00	
TUNBAR	TUNNEL BARREL & DRUM COMPANY	19-02706	Open Head Steel Drums, 30 Gal	1,850.00	0.00	
JOHGUI	JOHN GUIRE SUPPLY	19-02711	Various STIHL Chainsaw Blades	807.19	0.00	
STASUP	STANDARD SUPPLY CO. INC.	19-02718	Couplers for Water Lines	14.37	0.00	
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	19-02742	104th League Conference	275.00	0.00	
OCEAN005	OCEAN RESPORT CASINO	19-02894	NJLOM - BIANCHINI ONE NIGHT	129.00	0.00	
				<u>3,286.75</u>		
9-01-26-290-000-203	STREETS & ROAD	Motor Vehicle				
EDWTIR	EDWARDS TIRE CO., INC.	19-00532	Various Tires, Service, etc	834.43	0.00	B
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	19-01212	Fixed Pallet Fork and Tines	1,152.87	0.00	
LAWPRO	LAWSON PRODUCTS, INC.	19-01492	Automotive Supplies & Tools	273.73	0.00	B
ALLDIE	ALLIED DIESEL SERVICE, INC.	19-01495	Automotive Supplies & Tools	157.68	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	19-01496	Automotive Supplies & Tools	320.48	0.00	B
QUAAUT	QUALITY AUTO GLASS, INC.	19-01605	Windshield Green Tint, etc	483.86	0.00	
GPCNA092	GPC-NAPA AUTO PARTS	19-02139	Automotive Supplies and Tools	566.08	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-02275	Various Automotive Supplies	1,840.85	0.00	B
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	19-02421	Various Automotive Supplies	1,181.22	0.00	B
WETIMM	W.E. TIMMERMAN COMPANY, INC.	19-02677	Tow Bar Assy - S&A and Collar	272.48	0.00	
EDWTIR	EDWARDS TIRE CO., INC.	19-02679	Tires, Parts, Service, etc	569.45	0.00	B
TRUIS	TRUIS, INC.	19-02694	PU642A Power Unit (Truck #46)	494.00	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	19-02720	#2103264 Liquified Propane	188.25	0.00	
VERME005	VERMEER NORTH ATLANTIC SALES &	19-02768	Screw-SHSS #240056001	17.18	0.00	
STUMPY	STUMPY'S SALES & SERVICE, INC.	19-02822	#125790 Rear Drive Shaft 8/01	340.96	0.00	
				<u>8,693.52</u>		
9-01-26-290-000-210	STREETS & ROAD	Network Fleet				
NETWOR	NETWORKFLEET, INC.	19-02807	#1845135 Monthly Bundled	3,631.00	0.00	
NETWOR	NETWORKFLEET, INC.	19-02826	#MINS0039636 Install 3 Units	195.00	0.00	
				<u>3,826.00</u>		
9-01-26-290-000-211	STREETS & ROAD	Traffic				
SHEWIL	SHERWIN WILLIAMS	19-01433	Traffic Marking Paint, Latex	1,038.20	0.00	
9-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
WATEAS	WATERLOGIC AMERICAS LLC	19-00080	Service Agreement 32133	40.27	0.00	B
ARMTRE	ARMSTRONG TREE SERVICE LLC	19-01917	Stump Grinding - Two Locations	200.00	0.00	
ARMTRE	ARMSTRONG TREE SERVICE LLC	19-02291	Tree Removal & Stump Grinding	2,400.00	0.00	
ARMTRE	ARMSTRONG TREE SERVICE LLC	19-02733	Tree Removal & Stump Grinding	1,000.00	0.00	
ATLLC	AT&T MOBILITY LLC	19-02851	#287284936037 7/12 - 8/11	229.63	0.00	
				<u>3,869.90</u>		
9-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
CICFAR	CICCONI FARMS, INC.	19-02169	VARIOUS ESTC PURCHASES NTE	667.50	0.00	B
ANJEC	ANJEC	19-02716	2019 Membership Dues	425.00	0.00	

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9-01-26-290-000-235 CICFAR	STREETS & ROAD CICCONI FARMS, INC.	Shade Tree Commission 19-02878	Continued #3703 Various Flowers & Plants	590.25 1,682.75	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			22,397.12		
	Department Total: STREETS & ROADS MAINTENANCE			22,397.12		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
9-01-26-305-000-209	SOLID WASTE Fees					
RUBREC	RUBBERCYCLE LLC	19-00093	Recycling of Various Tires	72.00	0.00	B
TRECY	TREASURER CTY OF MONMOUTH	19-02684	#51645 Reclamation Center	7,849.19	0.00	
MICBEN	MICKEY BENOIT, INC	19-02687	Brush & Wood Chips, Delivered	3,336.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	19-02791	#167079 Tipping Fees 8/1-15	33,423.98	0.00	
				44,681.17		
	Extd Total: SOLID WASTE COLLECTION			44,681.17		
	Department Total: SOLID WASTE COLLECTION			44,681.17		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
9-01-26-310-000-201	BUILDING & GND	General Plant				
MONARCH	MONARCH ELECTRIC COMPANY	19-00084	Electrical Equipment/Tools	63.53	0.00	B
STASUP	STANDARD SUPPLY CO. INC.	19-02057	Strainer Y 3" Style LDP, Scrn	322.65	0.00	
GRAING	GRAINGER, INC.	19-02284	Frost Proof Yard Hydrant, 54"	79.95	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	19-02408	Alto Bulbs and 4' T8 Flu Lamp	704.76	0.00	
GRAING	GRAINGER, INC.	19-02410	48" T8 Lamp and U Shaped Lamp	494.04	0.00	
STASUP	STANDARD SUPPLY CO. INC.	19-02555	Galv Red Tee, Ball Valve, etc	48.69	0.00	
GRAING	GRAINGER, INC.	19-02601	2041370549 Lockset	272.70	0.00	
VERITIV	VERITIV OPERATING COMPANY	19-02698	Various Custodial Supplies	1,929.86	0.00	
VERITIV	VERITIV OPERATING COMPANY	19-02699	Various Custodial Supplies	1,700.51	0.00	
GRAING	GRAINGER, INC.	19-02758	Faucet, Manual, Lever, 1/2"	178.10	0.00	
				5,794.79		
9-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
GENINC	GENSERVE, LLC	19-02523	Industrial Battery & Resetting	468.45	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	19-02683	#388140597 Pest Control 7/15	225.00	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	19-02705	Hazardous Wasps Nest Removal	350.00	0.00	
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	19-02789	Maintenance/Inspection Service	1,728.00	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	19-02818	#388684859 Hornet's Nest 8/09	350.00	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	19-02820	#388544726 Pest Control 8/05	160.00	0.00	
				3,281.45		
	Extd Total: BUILDINGS & GROUNDS			9,076.24		
	Department Total: BUILDINGS & GROUNDS			9,076.24		
	CAFR Total:			76,154.53		

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September 5, 2019
09:22 AM

CITY OF ASBURY PARK
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Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
9-01-27-345-000-201	SOCIAL SERVICES General Plant					
ORITRA	ORIENTAL TRADING CO., INC.	19-02672	items for annual tree lighting	266.07	0.00	
	Extd Total: SOCIAL SERVICES:			266.07		
	Department Total: SOCIAL SERVICES:			266.07		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
9-01-27-350-000-201	SENIOR CENTER General Plant					
OPTIMUM	OPTIMUM	19-02805	#07866196932017 8/15 - 9/14	8.33	0.00	
9-01-27-350-000-299	SENIOR CENTER Misc.					
FRASCA	FRANTASTIC YOGA	19-02340	3rd Qtr Yoga Quote	200.00	0.00	B
THECOM	THE COMMUNITY YMCA	19-02368	Aerobic Swim Classes	570.00	0.00	
				770.00		
	Extd Total: SENIOR CENTER			778.33		
	Department Total: SENIOR CENTER			778.33		
	CAFR Total:			1,044.40		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
9-01-28-370-000-299	RECREATION Misc.					
SAHSAM	SAHARA SAMS OASIS & OUTDOOR	19-01938	summer camp activity	3,786.75	0.00	
MEDTIM	MEDIEVAL TIMES U.S.A., INC.	19-01944	sumemr camp activity	7,312.00	0.00	
MEDTIM	MEDIEVAL TIMES U.S.A., INC.	19-01948	PAL summer camp activity	914.50	0.00	
IPLAY	IPLAY AMERICA, LLC	19-01949	PAL summer camp activity	1,240.67	0.00	
SKYZON	SKY ZONE OCEAN	19-01950	PAL summer activity	675.00	0.00	
MOOGEN	MOONEY GENERAL PAPER COMPANY	19-02305	supplies for boxing gym	433.49	0.00	
SEACHE	SEACOAST CHEVROLET OLDS-	19-02561	brake line pipe for rec van	85.70	0.00	
SKISPO	SKIP'S SPORTS	19-02781	pal camp tshirts-lost invoice	220.00	0.00	
ATLLC	AT&T MOBILITY LLC	19-02837	#287286595693 7/12 - 8/11	55.05	0.00	
				14,723.16		
	Extd Total: RECREATION SERVICES & PROGRAM			14,723.16		
	Department Total: RECREATION SERVICES & PROGRAM			14,723.16		
	CAFR Total:			14,723.16		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
9-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNG	N.J. NATURAL GAS CO.	19-02852	#07-3132-1100-1Y 7/17 - 8/15	1,445.95	0.00	
JCPL	JCPL	19-02853	#100 130 433 095 7/25 - 8/22	466.76	0.00	
NJAMER	N.J. AMERICAN WATER CO.	19-02892	#1018-210024806988 7/3 - 8/2	6,905.11	0.00	
JCPL	JCPL	19-02893	#100 065 562 868 7/25 - 8/23	11,749.12	0.00	

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

September 5, 2019
09:22 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.H.3.b
Page No. 10

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-31-435-435-299	LIGHT, HEAT & POWER Misc.		Continued			
JCPL JCPL		19-02908 #100 015 433 426	6/25 - 8/23	2,584.70	0.00	
				23,151.64		
	Extd Total: LIGHT, HEAT & POWER			23,151.64		
Extd:	STREET&TRAFFIC LIGHTING					
9-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL		19-02853 #100 130 433 095	7/25 - 8/22	770.11	0.00	
JCPL JCPL		19-02893 #100 065 562 868	7/25 - 8/23	3,217.01	0.00	
JCPL JCPL		19-02908 #100 015 433 426	6/25 - 8/23	1,597.01	0.00	
				5,584.13		
	Extd Total: STREET&TRAFFIC LIGHTING			5,584.13		
	Department Total: LIGHTING			28,735.77		
Department:	GASOLINE					
Extd:	GASOLINE					
9-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		19-02381	Unleaded and Diesel Fuel	29,077.40	0.00	B
	Extd Total: GASOLINE			29,077.40		
	Department Total: GASOLINE			29,077.40		
	CAFR Total:			57,813.17		
Department:	MUNICIPAL COURT					
Extd:	MUNICIPAL COURT					
9-01-43-490-000-201	MUNIC COURT General Plant					
MUNCAP MUNICIPAL CAPITAL CORPORATION		19-02702 #16024:PMT. 46 OF 60		83.31	0.00	
CITCOU CITY OF ASBURY PARK		19-02849	credit card fees July 2019	478.33	0.00	
				561.64		
9-01-43-490-000-202	MUNIC COURT Office Supplies					
CRAPRI CRAFTMASTER PRINTING, INC.		19-02576	void/dismissal forms	318.00	0.00	
WBMASON W.B.MASON CO., INC.		19-02762	OFFICE SUPPLIES - PAPER	185.97	0.00	
				503.97		
9-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY		19-02550	interpreter 7/19/19	135.00	0.00	
BEACRA BEATRIZ C. CRANEY		19-02577	interpreter 7/26/19	135.00	0.00	
BEACRA BEATRIZ C. CRANEY		19-02755	interpreter 8/2 and 8/9/19	572.50	0.00	
				842.50		
	Extd Total: MUNICIPAL COURT			1,908.11		
	Department Total: MUNICIPAL COURT			1,908.11		

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PUBLIC DEFENDER						
Extd: PUBLIC DEFENDER						
9-01-43-495-000-021	Fees					
RONTRO RONALD J. TROPOLI		19-02838	AUGUST 2019 SERVICES RENDERED	3,000.00	0.00	
	Extd Total:		PUBLIC DEFENDER	3,000.00		
	Department Total:		PUBLIC DEFENDER	3,000.00		
	CAFR Total:			4,908.11		
Department: DEFERRED CHARGES						
9-01-46-870-880-297	P/Y BILLS					
OPTIMUM OPTIMUM		19-02805	#07866196932017 8/15 - 9/14	56.46	0.00	
	Extd Total:			56.46		
	Department Total:		DEFERRED CHARGES	56.46		
	CAFR Total:			56.46		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
9-01-55-001-000-001	School Taxes Payable					
ASBBOA ASBURY PARK BOARD OF EDUCATION		19-02919	September 2019 School Tax	741,620.00	0.00	
9-01-55-001-000-007	TAX OVERPAYMENTS					
ARCHGR01 ARCHER & GREINER, P.C. AS		19-02174	Tax Appeal Refund B3202 L11	9,036.96	0.00	
	Extd Total:		TAXES PAYABLE:	750,656.96		
	Department Total:		TAXES PAYABLE:	750,656.96		
	CAFR Total:		CURRENT FUND NON BUDGET ACCTS:	750,656.96		
	Fund Total:		CURRENT	1,024,642.46		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
9-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
UPTFAS UP-TITE FASTNERS INC.		19-01416	Various Supplies and Tools	98.55	0.00	B
GRAING GRAINGER, INC.		19-01491	Various Supplies and Tools	73.40	0.00	B
VERITIV VERITIV OPERATING COMPANY		19-02231	Beachfront Custodial Supplies	739.02	0.00	
CENTJER CENTRAL JERSEY EQUIPMENT, LLC		19-02344	Labor, Material and Supplies	34.53	0.00	B
SHEWIL SHERWIN WILLIAMS		19-02498	DTM Acrylic Semi-Gloss Paint	284.85	0.00	
VERITIV VERITIV OPERATING COMPANY		19-02531	Beachfront Custodial Supplies	2,080.47	0.00	B
USLIFE US LIFESAVING ASSOCIATION		19-02556	2019 Lifeguard Certification	150.00	0.00	
LIGAND LIGHTS AND SIRENS, INC.		19-02680	Siren, siren Speaker, etc	1,606.95	0.00	
EDWTIR EDWARDS TIRE CO., INC.		19-02689	#172260 Goodyear Tires 7/24	185.64	0.00	
GRAING GRAINGER, INC.		19-02691	Items for Beachfront Repairs	301.96	0.00	
GRAING GRAINGER, INC.		19-02692	Makita Battery, 18V, 3.0Ah	453.64	0.00	
GRAING GRAINGER, INC.		19-02717	Pre-Rinse Spray Unit, 1/2 NPT	113.97	0.00	
HBAR H. BARBER & SONS, INC.		19-02757	Cylinder and Shipping	409.94	0.00	
OPTIMUM OPTIMUM		19-02800	Account No. 07866-197754-01-4	157.10	0.00	

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-05-55-502-000-201	BEACH UTILITY O/E: General Plant		Continued			
VERITIV	VERITIV OPERATING COMPANY	19-02816	Various Custodial Supplies	1,091.50	0.00	
ATLLC	AT&T MOBILITY LLC	19-02851	#287284936037 7/12 - 8/11	52.11	0.00	
				7,833.63		
9-05-55-502-000-203	BEACH UTILITY O/E: Motor Vehicle					
PARSTE	PARK STEEL & IRON CO.	19-02605	Weld 2 brackets on Trex Backho	300.00	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			8,133.63		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			8,133.63		
	CAFR Total:			8,133.63		
	Fund Total: BEACH			8,133.63		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
WBMASON	W.B.MASON CO., INC.	19-01811	#5091568146 Parking Off Suppl	215.94	0.00	
GLESUP	GLENCO SUPPLY INC.	19-02011	Stencils for Parking	230.00	0.00	
PASPOR	PASSPORT LABS, INC.	19-02489	#INV-97851 June 2019 Trans Fee	20,470.50	0.00	
IPSGRO	IPS GROUP, INC.	19-02518	#42827 Monthly DMS June 2019	6,696.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02702	#16024:PMT. 46 OF 60	135.31	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	19-02747	#113125 Water Service Parking	119.73	0.00	
TRALIN	TRAFFIC LINES, INC.	19-02748	#19521 Striping July 2019	19,584.90	0.00	
IPSGRO	IPS GROUP, INC.	19-02749	#44065 July 2019 Permit Fees	666.90	0.00	
PASPOR	PASSPORT LABS, INC.	19-02750	#INV-98294 Trans Fee July 2019	24,078.00	0.00	
WBMASON	W.B.MASON CO., INC.	19-02751	#5094161398 Parking Supplies	184.53	0.00	
ASBPAK	ASBURY PARK PRESS	19-02813	ADDENDUM #1 BID TRAFFIC SIGNS	53.24	0.00	
OPTIMUM	OPTIMUM	19-02873	#07866-196915-01-3 Aug 2019	127.39	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	19-02874	Parts for Jeep Patriots	738.84	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	19-02875	#CNIN926943 CONTRACT #107125	634.35	0.00	
JOSDEL	Joseph Dellaragione	19-02907	Fee for Parking App	25.00	0.00	
ATMOB	AT&T MOBILITY	19-02909	#287260245452 7/20 - 8/19	232.44	0.00	
				74,193.07		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			74,193.07		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			74,193.07		
	CAFR Total:			74,193.07		
	Fund Total: PARKING UTILITY: BUDGET:			74,193.07		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
9-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	19-00127	Various Tools, Parts, etc	167.63	0.00	B
STESUP	STEVENSON SUPPLY CO.,INC.	19-02287	Swing Check Valves, Bolts, etc	1,400.74	0.00	
USABLU	USA BLUEBOOK	19-02519	12" Classic Chart Recorder	2,220.75	0.00	
PILELE	PILOT ELECTRIC COMPANY, INC.	19-02539	3HP Myers 3 PHAASE Pump WHR-43	1,456.00	0.00	
GRAING	GRAINGER, INC.	19-02604	16" Mechanical Pipe Plug	232.80	0.00	
JEMIND	JEM INDUSTRIAL SERVICES, INC.	19-02675	Gloves, Degreaser, etc	1,988.80	0.00	
FERENT	FERGUSON ENTERPRISES INC.	19-02688	Service Charge for July 2019	10.34	0.00	

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-07-55-502-000-201	SEWER UTILITY O/E: General Plant		Continued			
TREDEP	TREASURER-STATE NJ - NJDEP	19-02767	Renewal of Various Licenses	100.00	0.00	
APPBRO	APPLIANCE BROKERS OF ASBURY	19-02777	QUOTE #203879 GAS DRYER & PART	580.00	0.00	
ATTLLC	AT&T MOBILITY LLC	19-02851	#287284936037 7/12 - 8/11	104.22	0.00	
JCPL	JCPL	19-02908	#100 015 433 426 6/25 - 8/23	39,285.45	0.00	
				47,546.73		
9-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNG	N.J. NATURAL GAS CO.	19-02852	#07-3132-1100-1Y 7/17 - 8/15	958.90	0.00	
9-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
GENINC	GENSERVE, LLC	19-00812	Standby Power Maintenance	490.00	0.00	B
AMERIO05	AMERICAN AQUATIC TESTING, INC.	19-02553	Monthly Effluent Toxicity Test	1,700.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	19-02682	#9645460 Cook & Cold Cooler	16.15	0.00	
SECWOR	SECURITY WORLD INC.	19-02693	Automation and Fire Alarm Svc	1,529.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	19-02702	#16024:PMT. 46 OF 60	75.00	0.00	
ANSWER	ANSERCOMM COMMUNICATIONS	19-02721	#072219 Answering Service	157.92	0.00	
OPTIMUM	OPTIMUM	19-02814	Account No. 07866-152521-04-4	99.89	0.00	
ANSWER	ANSERCOMM COMMUNICATIONS	19-02845	#M4541-081919 Answering Svcs	156.80	0.00	
SECWOR	SECURITY WORLD INC.	19-02900	#56323 New Installation	375.00	0.00	
				4,599.76		
9-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
NJAMER	N.J. AMERICAN WATER CO.	19-02841	Usage data 4000174841 08/27/19	391.22	0.00	
9-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	19-02703	#516622 Disposal of Sludge	14,339.50	0.00	
9-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
JCIJO005	JCI JONES CHEMICALS, INC.	19-02690	Hypochlorite Solution, SS150	3,843.60	0.00	
			Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:	71,679.71		
			Department Total: SEWER UTILITY O/E: OTHER EXPENSES:	71,679.71		
			CAFR Total:	71,679.71		
			Fund Total: SEWER UTILITY: BUDGET:	71,679.71		
			Year Total:	1,178,648.87		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2015-39/Roadway and Sewer Improvements					
C-04-55-998-015-001	2015-39/Roadway & Sewer Improvmts (40A)					
ARCHGR	ARCHER & GREINER, P.C.	19-02795	Bond Counsel Services	4,224.25	0.00	
			Extd Total: 2015-39/Roadway and Sewer Improvements	4,224.25		
Extd:	2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT					
C-04-55-998-163-001	2016-17/2016 ROADWAY IMPROVEMENTS (40A)					
ARCHGR	ARCHER & GREINER, P.C.	19-02795	Bond Counsel Services	537.19	0.00	
			Extd Total: 2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT	537.19		

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

September 5, 2019
09:22 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. 2016-28 4th Ave. Improvements					
C-04-55-998-164-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	19-02795	Bond Counsel Services	940.00	0.00	
	Extd Total: Ord. 2016-28 4th Ave. Improvements			940.00		
Extd:	2016-40/Var.Communications System Imp.					
C-04-55-998-168-001	2016-40/Var.Communications Imp.					
ARCHGR	ARCHER & GREINER, P.C.	19-02795	Bond Counsel Services	500.00	0.00	
	Extd Total: 2016-40/Var.Communications System Imp.			500.00		
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-007	Section 20 Soft Costs					
TMASSO	T & M ASSOCIATES	18-02953	Grand & 5th Traffic Signal	12,023.55	0.00	B
ARCHGR	ARCHER & GREINER, P.C.	19-02795	Bond Counsel Services	700.00	0.00	
	Extd Total: Ord. 2017-2 Various Capital Improvements			12,723.55		
Extd:	Various Road Improv. 2017-30					
C-04-55-998-170-001	Var. Road Improv. Section 20 2017-30					
TMASSO	T & M ASSOCIATES	17-03316	LAF329167 Heck St.Improv.	1,008.00	0.00	B
ARCHGR	ARCHER & GREINER, P.C.	19-02795	Bond Counsel Services	675.00	0.00	
	Extd Total: Various Road Improv. 2017-30			1,683.00		
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-011	DPW Traffic Lighting					
ORCHA005	ORCHARD HOLDINGS LLC	19-01664	Resolution 2019-163	63,034.95	0.00	B
C-04-55-998-172-017	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	19-02795	Bond Counsel Services	1,754.53	0.00	
	Extd Total: Ord. 2018-4 Var. Capital Improvements			64,789.48		
C-04-55-998-173-01	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01473	Deal Lake Improvements	10,960.36	0.00	B
ARCHGR	ARCHER & GREINER, P.C.	19-02795	Bond Counsel Services	700.00	0.00	
	Extd Total:			11,660.36		

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	19-02795	Bond Counsel Services	1,650.00	0.00	
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			1,650.00		
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-001	Section 20 Soft Costs					
ARCHGR	ARCHER & GREINER, P.C.	19-02795	Bond Counsel Services	550.00	0.00	
C-04-55-998-177-004	Code Enforcement Vehicle					
MILCOM	MILLENNIUM COMMUNICATIONS	19-02074	RES#2019-162 COOKMAN	12,886.25	0.00	
C-04-55-998-177-012	IT Cameras					
MILCOM	MILLENNIUM COMMUNICATIONS	19-01432	Res#2019-162 Cameras	31,300.00	0.00	
MILCOM	MILLENNIUM COMMUNICATIONS	19-02074	RES#2019-162 COOKMAN	24,850.00	0.00	
				<u>56,150.00</u>		
C-04-55-998-177-014	IT Security					
ATECSEC	A+ TECHNOLOGY & SECURITY	19-01321	Res#2019-140 Security	29,782.86	0.00	
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.			99,369.11		
	Department Total:			198,076.94		
	CAFR Total:			198,076.94		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			198,076.94		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038)					
ARCHGR	ARCHER & GREINER, P.C.	19-02795	Bond Counsel Services	2,151.98	0.00	
	Extd Total: Sewer Plant Improvements - Ord. #3038			2,151.98		
	Department Total:			2,151.98		
Extd:	Ord. 2018-5 Various Sewer Improv.					
C-08-55-528-019-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	19-02795	Bond Counsel Services	325.00	0.00	
	Extd Total: Ord. 2018-5 Various Sewer Improv.			325.00		
Extd:	Ord. 2018-49 Var. Sewer Utility Impr.					
C-08-55-528-020-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	19-02795	Bond Counsel Services	465.00	0.00	

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-08-55-528-020-002	Sewer Utility Improvements					
FREPAR FRENCH & PARRELLO, PA		19-01592	WWTP BOILER REPAIR SERVICES	10,372.00	0.00	B
	Extd Total: Ord. 2018-49 Var. Sewer Utility Impr.			10,837.00		
	Department Total:			11,162.00		
	CAFR Total:			13,313.98		
	Fund Total: SEWER CAPITAL FUND BUDGET:			13,313.98		
Fund:	PARKING CAPITAL					
Department:	Ord. 2017-28 Var. Parking Improv.					
Extd:	Ord. 2017-28 Var. Parking Improv.					
C-09-17-901-000-901	Section 21 Soft Costs					
ARCHGR ARCHER & GREINER, P.C.		19-02795	Bond Counsel Services	450.00	0.00	
	Extd Total: Ord. 2017-28 Var. Parking Improv.			450.00		
	Department Total: Ord. 2017-28 Var. Parking Improv.			450.00		
Department:	Ord. 2018-41 Parking Improvements					
Extd:	Ord. 2018-41 Parking Improvements					
C-09-17-902-000-901	Section 20 Soft Costs					
ARCHGR ARCHER & GREINER, P.C.		19-02795	Bond Counsel Services	400.00	0.00	
	Extd Total: Ord. 2018-41 Parking Improvements			400.00		
	Department Total: Ord. 2018-41 Parking Improvements			400.00		
Department:	Ord. 2019-7 Parking Utility Improvements					
Extd:	Ord. 2019-7 Parking Utility Improvements					
C-09-17-903-000-901	Section 20 Soft Costs					
ARCHGR ARCHER & GREINER, P.C.		19-02795	Bond Counsel Services	400.00	0.00	
	Extd Total: Ord. 2019-7 Parking Utility Improvements			400.00		
	Department Total: Ord. 2019-7 Parking Utility Improvements			400.00		
	CAFR Total:			1,250.00		
	Fund Total: PARKING CAPITAL			1,250.00		
Fund:	BEACH CAPITAL FUND BUDGET:					
Extd:	Ordinance 2019-15 Beach Improv.					
C-10-55-101-101-001	Section 20 Costs					
ARCHGR ARCHER & GREINER, P.C.		19-02795	Bond Counsel Services	4,900.00	0.00	
	Extd Total: Ordinance 2019-15 Beach Improv.			4,900.00		
	Department Total:			4,900.00		
	CAFR Total:			4,900.00		
	Fund Total: BEACH CAPITAL FUND BUDGET:			4,900.00		
	Year Total:			217,540.92		

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: GRANT FUND BUDGET:						
G-02-43-871-015-209	MONMOUTH CONSERVATORY - SPRINGWOOD PARK					
SUBCON	SUBURBAN CONSULTING ENGINEERS, 19-02759 Invoice 39083 Sun Shade			240.00	0.00	
	Extd Total:			240.00		
G-02-43-871-016-211	Clean Communities 2016					
YVOADA	YVONNE ADAMS 19-02712 Mileage Reimbursement			243.60	0.00	
	Extd Total:			243.60		
	Department Total:			483.60		
G-02-43-884-017-200	2017 Justice Assistance Grant					
TOWNEP	TOWNSHIP OF NEPTUNE 17-03847 2017 JAG Grant			14,669.00	0.00	
	Extd Total:			14,669.00		
	Department Total:			14,669.00		
	CAFR Total:			15,152.60		
	Fund Total: GRANT FUND BUDGET:			15,152.60		
	Year Total:			15,152.60		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
T-17-74-850-850-801	2017 CDBG - ADMINISTRATION					
MONMO005	MONMOUTH COUNTY HALL OF RECORD 19-02418 For shared services CDBG			12,432.03	0.00	
SHORIT	SAKER SHOPRITE, INC. 19-02488 snacks for grand opening			65.95	0.00	
				<u>12,497.98</u>		
	Extd Total:			12,497.98		
	Department Total:			12,497.98		
	CAFR Total:			12,497.98		
Extd: 2018 CDBG Allotment						
T-17-75-850-850-002	Playground/Gazebo					
MARREC	MRC, INC. F/K/A MARTURANO 19-02128 trash receptacle Atkins Park			2,440.86	0.00	
T-17-75-850-850-003	Basketball Courts, Road Repair, Sidewalk					
SUFFREDI	SUFFOLK REDI-MIX 18-04099 CONCRETE FOR VARIOUS APRONS &			921.25	0.00	B
CLABLO	CLAYTON BLOCK CO., INC. 19-00413 for materials-sidewalks			306.55	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY 19-02870 electric lid			<u>120.37</u>	0.00	
				1,348.17		
T-17-75-850-850-004	Community Events					
MAKME	MR. HAPPY PARTY RENTALS 19-02536 grand opening of park			508.50	0.00	
T-17-75-850-850-008	Homelessness Prevention/Relocation					
JCP	JCP&L 19-02811 100 129 305 718			563.26	0.00	

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-17-75-850-850-008 NJNG	Homelessness Prevention/Relocation N.J. NATURAL GAS CO.	19-02867	Continued 22-0018-3137-34	150.25 713.51	0.00	
	Extd Total: 2018 CDBG Allotment			5,011.04		
	Department Total:			5,011.04		
	CAFR Total:			5,011.04		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			17,509.02		
Fund:	CHILD WELFARE:					
T-18-56-850-000-801 SHORIT	Reserve for Expenditures SAKER SHOPRITE, INC.	19-02633	ITEMS NEEDED FOR NNO N.T.E.	259.68	0.00	
	Extd Total:			259.68		
	Department Total:			259.68		
	CAFR Total:			259.68		
	Fund Total: CHILD WELFARE:			259.68		
Fund:	TRUST OTHER					
T-20-56-850-851-801 RICKEI	Reserve for Public Defender RICHARD M. KEIL	19-02754	alternate pd 7/26 and 8/9/19	500.00	0.00	
	Extd Total:			500.00		
T-20-56-850-878-801 EVEINC	Reserve for Recreation THE SHOWROOM CINEMA	19-02527	summer camp activity	1,440.00	0.00	
RUBBRA	RUBEN BRAY	19-02664	dj for summer camp bbq 8/8/19	350.00	0.00	
MAKME	MR. HAPPY PARTY RENTALS	19-02696	summer camp bbq rides	1,923.00	0.00	
				3,713.00		
	Extd Total:			3,713.00		
T-20-56-850-933-301 SHORIT	Reserve for National Night Out SAKER SHOPRITE, INC.	19-02458	National Night Out	675.00	0.00	
KMAR	K-MART	19-02459	National Night Out	589.74	0.00	
THEBL005	THE BLUEPRINT DTG	19-02620	t-shirts for NNO	2,400.00	0.00	
MAKME	MR. HAPPY PARTY RENTALS	19-02624	entertainment for NNO	2,809.00	0.00	
				6,473.74		
	Extd Total:			6,473.74		
	Department Total:			10,686.74		
	CAFR Total:			10,686.74		
	Fund Total: TRUST OTHER			10,686.74		

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

September 5, 2019
09:22 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:						
Department: PUBLIC ASST						
T-21-00-345-000-299	RENAISSANCE VILLAGE(MICHAELS DEVELOPMNT)					
ANSZAR	ANSELL, GRIMM & AARON, P.C.	19-02734	#441362:1008-12 SPRINGWOOD AVE	528.00	0.00	
	Extd Total:			528.00		
	Department Total:		PUBLIC ASST	528.00		
T-21-00-381-000-299	1101 OCEAN(INSPECTION FEE)(ISTAR, INC.)					
TMASSO	T & M ASSOCIATES	19-02786	LAF366425 1101 Ocean	187.50	0.00	
	Extd Total:			187.50		
	Department Total:			187.50		
T-21-00-383-000-299	700 BANGS AVE(INSPECTION FEE)(LINUS)					
INSENG	INSITE ENGINEERING, LLC	19-02571	PB/ZB Insite Bulk Invoices	1,148.99	0.00	
	Extd Total:			1,148.99		
	Department Total:			1,148.99		
T-21-00-412-000-299	527 BANGS AVENUE(LINUS HOLDINGS CORP)					
TMASSO	T & M ASSOCIATES	19-02863	LAF371328 527 Bangs	385.00	0.00	
	Extd Total:			385.00		
	Department Total:			385.00		
T-21-00-445-000-299	1302 WASHINGTON AVENUE(EUGENE MATHEWS)					
INSENG	INSITE ENGINEERING, LLC	19-02571	PB/ZB Insite Bulk Invoices	300.00	0.00	
	Extd Total:			300.00		
	Department Total:			300.00		
T-21-00-447-000-299	545 LAKE-INSPECTION(545 LAKE AVE, LLC)					
INSENG	INSITE ENGINEERING, LLC	19-02571	PB/ZB Insite Bulk Invoices	846.46	0.00	
	Extd Total:			846.46		
	Department Total:			846.46		
T-21-00-449-000-299	711 MATTISON(725 MATTISON, LLC)					
INSENG	INSITE ENGINEERING, LLC	19-02571	PB/ZB Insite Bulk Invoices	4,000.00	0.00	
	Extd Total:			4,000.00		
	Department Total:			4,000.00		

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-463-000-299	1706-1708 4TH AVE(LUTZ ENTERPRISES, LLC)					
INSENG	INSITE ENGINEERING, LLC	19-02571	PB/ZB Insite Bulk Invoices	250.00	0.00	
	Extd Total:			250.00		
	Department Total:			250.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			7,645.95		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			7,645.95		
Fund:	HOWELL/ASBURY PARK RCA BUDGET:					
T-38-56-850-850-802	HOWELL/ASBURY PARK RCA - Miscellaneous					
CORNE005	CORNERSTONE STRUCTURAL LLC &	19-02595	RCA Rehab Not To Exceed	21,375.00	0.00	B
	Extd Total:			21,375.00		
	Department Total:			21,375.00		
	CAFR Total:			21,375.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			21,375.00		
Fund:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
CAFR:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
T-39-00-850-000-299	MADISON-ASBURY RETAIL - Miscellaneous					
MARFAL	MARAZITI FALCON, LLP	19-02686	Maraziti invoice 4th Ave Pav	2,957.50	0.00	
ANSZAR	ANSELL, GRIMM & AARON, P.C.	19-02906	Invoice 442713 Mad. Marquette	17.50	0.00	
				2,975.00		
	Extd Total:			2,975.00		
	Department Total:			2,975.00		
	CAFR Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			2,975.00		
	Fund Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			2,975.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-806	711&607 Mattison/545 Lake/550 Cookm(APB)					
TMASSO	T & M ASSOCIATES	19-02864	LAF371330 711 Mattison	1,078.00	0.00	
T-48-56-850-000-810	308 MAIN STREET(VAYAS CONSTRUCTION, LLC)					
ANSZAR	ANSELL, GRIMM & AARON, P.C.	19-02707	SERVICES RENDERED THRU JUN-19	64.00	0.00	
T-48-56-850-000-813	TURF PLAN AMENDMENT(INTERFAITH NEIGHBOR)					
ANSZAR	ANSELL, GRIMM & AARON, P.C.	19-02707	SERVICES RENDERED THRU JUN-19	400.00	0.00	
T-48-56-850-000-818	215 1ST AVE(REGIONAL DEVELOPMENT GROUP)					
MARFAL	MARAZITI FALCON, LLP	19-02793	PROF.SVCS.THUR MAR-19toJUL-19	20,436.05	0.00	
T-48-56-850-000-823	1322 SPRINGWOOD(SPRINGWOOD COMMONS, LLC)					
ANSZAR	ANSELL, GRIMM & AARON, P.C.	19-02707	SERVICES RENDERED THRU JUN-19	80.00	0.00	

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

September 5, 2019
09:22 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-827	623 MAIN STREET(FAMILY DOLLAR STORE NJ)					
ANSZAR	ANSELL, GRIMM & AARON, P.C.	19-02707	SERVICES RENDERED THRU JUN-19	416.00	0.00	
	Extd Total:			22,474.05		
	Department Total:			22,474.05		
	CAFR Total:			22,474.05		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			22,474.05		
	Year Total:			82,925.44		
Total Charged Lines: 543 Total List Amount: 1,494,267.83 Total Void Amount:				0.00		

Attachment: Bill list 9-11-19 (2019-297 : Payment of Bills)

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	9-01	1,024,642.46	0.00	0.00	1,024,642.46
BEACH	9-05	8,133.63	0.00	0.00	8,133.63
PARKING UTILITY: BUDGET:	9-06	74,193.07	0.00	0.00	74,193.07
SEWER UTILITY: BUDGET:	9-07	71,679.71	0.00	0.00	71,679.71
Year Total:		1,178,648.87	0.00	0.00	1,178,648.87
GENERAL CAPITAL FUND BUDGET:	C-04	198,076.94	0.00	0.00	198,076.94
SEWER CAPITAL FUND BUDGET:	C-08	13,313.98	0.00	0.00	13,313.98
PARKING CAPITAL	C-09	1,250.00	0.00	0.00	1,250.00
BEACH CAPITAL FUND BUDGET:	C-10	4,900.00	0.00	0.00	4,900.00
Year Total:		217,540.92	0.00	0.00	217,540.92
GRANT FUND BUDGET:	G-02	15,152.60	0.00	0.00	15,152.60
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	17,509.02	0.00	0.00	17,509.02
CHILD WELFARE:	T-18	259.68	0.00	0.00	259.68
TRUST OTHER	T-20	10,686.74	0.00	0.00	10,686.74
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	7,645.95	0.00	0.00	7,645.95
HOWELL/ASBURY PARK RCA BUDGET:	T-38	21,375.00	0.00	0.00	21,375.00
MADISON-ASBURY RETAIL, LLC FUND BUDGE	T-39	2,975.00	0.00	0.00	2,975.00
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	22,474.05	0.00	0.00	22,474.05
Year Total:		82,925.44	0.00	0.00	82,925.44
Total of All Funds:		1,494,267.83	0.00	0.00	1,494,267.83

September 11, 2019 Council Meeting:

Balance Brought Forward from Total List Amount

\$ 1,494,267.83

Postage

2,500.00

Lawson Products Inc.

2,137.18

\$ 1,498,905.01



RESOLUTION NO. 2019-270

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

AWARDING A CONTRACT FOR SUNSET LAKE POND MANAGEMENT

WHEREAS, the City has solicited pricing from two (2) vendors for pond management services for Sunset Lake; and

WHEREAS, N.J.S.A 40A:11-3 Bid threshold; award of contracts stipulates that the governing body can authorize the Purchasing Agent to award a contract if the amount is less than \$17,500.00 and not require public bidding; and

WHEREAS, Mayor and Council of the City of Asbury Park hereby authorizes the Purchasing Agent to award the contract to perform pond management services for Sunset Lake with the following not-to-exceed costs:

- Seasonal herbicide application: \$8,200.00 annually
- Permits: \$250.00 annually
- Algicide application at \$750.00 not to exceed three (3) applications at the discretion of the City Manager

WHEREAS, notification of this award shall be published in a newspaper of record as per N.J.S.A. 40A:11-5(1)(a) ; and

WHEREAS, the Chief Financial Officer has certified that funds are available in 9-01-26-290-000-223 within the Current Fund:

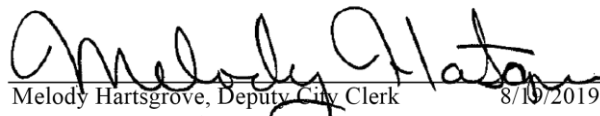
NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey authorizes the City Manager/Purchasing Agent to award the 2019 -2020 pond management contract for Sunset Lake to Black Lagoon in the amounts described within.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, DPW Superintendent, City Manager, Purchasing Agent and Sunset Lake Commission.

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

RESOLUTION NO. 2019-270 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 24th DAY OF July, 2019.


Melody Hartsgrove, Deputy City Clerk 8/10/2019

MELODY HARTSGROVE
DEPUTY CITY CLERK



4 February 2019

Sunset Lake (approximately 13 acres)
CITY OF ASBURY PARK, NEW JERSEY

City of Asbury Park
 Department of Public Works
 9 Maine Street
 Asbury Park, New Jersey 07712

Attn: William J. McClave, CPWM

RE: 2019 and 2020 Pond Management

Black Lagoon Pond Management is pleased to present the following cost proposal to provide pond management services to the above-mentioned site during the upcoming season(s).

As you are well aware, aquatic plant and algal densities in ponds are sustained by runoff inputs from the surrounding watershed. Run-off typically carries high nutrient concentrations from fertilizers, rich soils, septic leach fields and waterfowl wastes directly into the ponds. Elevated levels of nutrients and warm water temperatures create conditions favorable for algal and weed growth. Until such time as the root cause of nuisance growth in the pond(s) can be mitigated, a seasonal regime of chemical treatment can maintain an acceptable level of water quality.

From our recent work/observations at this site, and **more than 40 years** of combined regional experience, it has been determined that most of the problems with water quality at this site are most associated with nuisance growth of:

- pondweeds (*Potamogeton spp.*)
- milfoil (*Myriophyllum spp.*)
- naiads (*Najas spp.*)
- filamentous algae

Black Lagoon
 P.O. Box 9031
 Hamilton, New Jersey 08650
 Tel: 609.815.1654 • Fax: 609.585.0525
www.blacklagoon.us



Based upon previous experience with ponds of similar dimension and setting, Black Lagoon typically recommends regular treatments (algicide and/or herbicide) from May through mid-September to maintain aquatic plant and algal densities below nuisance densities.

Algae Control

For algae control in ponds, Black Lagoon routinely applies an EPA-registered, chelated copper algicide such as **Cutrine-Plus®** or **Captain®** for algae control. These chelated copper formulations are designed for application on a regularly scheduled basis, in low dosage amounts, to maximize algae control and minimize the potential for adverse environmental risk. A frequent, low-dose schedule typically establishes control early in the season. There are no water use restrictions associated with the application of these products at labeled rates.

Aquatic Vegetation Management (AVM)

One or more aquatic herbicides may be used in the execution of this contract including: **Clipper®** (flumioxazin), **Sonar®** (fluridone), **Rodeo®** (glyphosate), **Aquathol-K** (endothal), **Tribune®** (diquat dibromide) and/or a copper based herbicide. It must be emphasized that a frequent, low-dose schedule typically establishes control early in the season.

Control of some aquatic plant species such as watermeal (*Wolffia* sp.) or coontail (*Ceratophyllum demersum*) require a maximum allowable dose rate of herbicide. The efficacy of such treatment is highly dependent upon proper flow and other seasonal environmental conditions. Treatments are conducted in strict accordance with NJDEP regulations which restrict the materials, concentrations and frequency of treatment. In many instances, due to environmentally regulated downstream waters (i.e., drinking supply, irrigation, trout production etc.), NJDEP may restrict application rates. Therefore, extent or duration of aquatic plant and/or algae control treatments cannot be warranted.

It should be recognized that delaying initial treatment until dense surface algae mats have formed further limits treatment effectiveness. Such delays also increase adverse environmental risks (i.e., to fish) by reducing levels of dissolved oxygen. Black Lagoon is not liable in the unlikely event that fish life is adversely affected due to environmental conditions.

We sincerely appreciate the opportunity to submit this proposal for your consideration. Should you have any questions or require further information, please do not hesitate to contact me directly at 609.815.1654.

Best Regards,



Christopher J. Borek, Director

WATER USE RESTRICTIONS

- CLIPPER® 3 day water use restriction on irrigation
- TRIBUNE® 5 day water use restriction on irrigation
- SONAR® 30 day water use restriction on irrigation
- AQUATHOL-K® no water use restrictions on irrigation
- NAUTIQUE® no water use restrictions on irrigation
- CAPTAIN® no water use restrictions on irrigation

When applicable, water use restrictions will be posted in the vicinity at the time of treatment. The client is responsible for removal of any treatment postings upon expiration.

PERMITS – New Jersey

Pesticide applications are regulated by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). In New Jersey, the Pesticide Control Program (PCP) within the New Jersey Department of Environmental Protection (NJDEP) issues aquatic pesticide permits for applications of pesticides to surface waters of the State.

Effective January 29, 2013, NJDEP mandated a 2-year permit for aquatic pesticide applications to a given site regardless of the size/scope of the site/project. This permit application fee is **non-refundable** and **non-transferable**. NJDEP regulations do not allow for a permit to "transfer" from one applicator business to another.

Black Lagoon Pond Management will apply for this 2-year permit on your behalf. The State of New Jersey charges \$150.00 for this 2-year application. Black Lagoon Pond Management charges a \$100.00 permit processing and record-keeping/reporting fee.

In most instances, except for sites within the jurisdiction of the New Jersey Pinelands Commission, permit approval will be granted as of the date of filing.

Our standard contract will now be for a 2 year period. This agreement can be cancelled at any time during the 2 year period with 30 days written notice to terminate.

CERTIFICATION

Black Lagoon Pond Management is listed with the NJDEP and PADEP as a registered applicator of aquatic herbicides and algicides and supervisory personnel hold current certification from the Department.

INSURANCE

Black Lagoon Pond Management carries Workers Compensation, General Liability, Professional Liability, Property Damage and Environmental Liability Insurance which will remain in full effect throughout this program. A certificate of insurance will be forwarded upon request.



Permit	_____
Tax Exempt #	_____
1	_____
2	_____
3	_____

ACCEPTANCE

This Proposal may be made a contract by returning **one (1) signed COPY** of this page along with a payment of \$250.00 (if applicable) to initiate the permit application process.

Accepted by _____ Date _____

Phone _____ Contact email _____

2019 and 2020 CONTRACT PRICE

Seasonal herbicide application for this site:

\$ 8,200.00/year

Algicide applications for this site:

\$ 750.00/application

Pricing includes all necessary equipment, materials, labor and travel expenses to perform aquatic pesticide applications at this site.

Pricing does not include any applicable sales taxes or permit fees

PERMIT APPLICATION / RECORD-KEEPING FEES

NJDEP Permit and application processing fees:

\$ 250.00/2 years*

*non-refundable, non-transferable

SCHEDULING

An initial treatment visit will be scheduled between May 1 and May 31

BILLING

April - \$3,200.00 • June - \$3,000.00 • August - \$2,000.00

BILLING ADDRESS/INFORMATION

_____ Billing email address _____

_____ Billing Phone number _____

Automated Clearing House (ACH) Payment/Bank Information

Routing Number _____ Account Number _____

Account Type: Checking Savings Other _____

Black Lagoon
P.O. Box 9031
Hamilton, New Jersey 08650
Tel: 609.815.1654 • Fax: 609.685.0525
www.blacklagoon.us



Sunset Lake – Asbury Park

Attachment: Pond Management Quotes (2019-270 : Awarding a contract for Sunset Lake Pond Management)

March 4, 2019

Mr. Bill McClave, Superintendent of Public Works
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

RE: 2019 Lake Management Services
Sunset Lake
Asbury Park, New Jersey

Dear Mr. McClave,

Princeton Hydro is pleased to submit our proposed scope of service and cost proposal to provide lake management services for Sunset Lake, Asbury Park, New Jersey during the 2019 season.

Permit and Notification

An aquatic pesticide permit application will need to be submitted to New Jersey Department of Environmental Protection (NJDEP) and approved prior to any algaecide or herbicide applications taking place. Once approved, the permit will be valid for two (2) calendar years (2019/2020). The permit processing fee is non-refundable and non-transferable. The permit review process routinely takes 2-3 days for approval.

As per the NJDEP regulations, it will be necessary to post treatment notification ads in two (2) local newspapers. These legal ads must be posted no less than seven (7) days in advance of the proposed algaecide and/or herbicide applications. The ads must be resubmitted once the ad has been posted for 30 days. Also please note that as required by regulation, Princeton hydro will post prior to each treatment, "Pesticide Treated Water" signs. These will be posted at the primary public access points to the lake.

Monthly notification ads will be posted in April/May/June/July/August/September.

Algae and Aquatic Vegetation Control

For the control of algae, Princeton Hydro will apply the EPA-registered copper algaecides *Captain*, *CaptainXTR* and copper sulfate. The application of the algaecides will be conducted by NJDEP licensed aquatic pesticide applicator(s)/operator(s) using a small boat with a motorized tank sprayer and/or backpack sprayer. **There are no water use restrictions associated with the application of the algaecides.**

2019 Lake Management Services
Sunset Lake – Asbury Park
March 4, 2019

No more than ½ of the lake can be treated with an algaecide during each application.

For the control of nuisance aquatic vegetation growth, Princeton Hydro will apply the EPA-registered herbicides *Reward* (diquat dibromide), *Tribune* (diquat dibromide), *Clipper* (flumioxazin), *Aquathol K* (endothall) and *Sonar* (fluridone). The application of the herbicides will be conducted by NJDEP licensed aquatic pesticide applicator(s)/operator(s) using a small boat with a motorized tank sprayer and/or backpack sprayer. There is a 1-3 day irrigation/watering restriction following each *Reward*, *Tribune* and *Clipper* application. There is a 30-45 day irrigation/watering restriction following each *Sonar* application. There are no water use restrictions associated with the application of *Aquathol K*.

No more than ½ of the lake can be treated with an herbicide during each application.

Summary

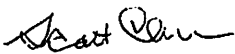
The fee for Princeton Hydro to conduct a seasonal lake management program consisting of algaecide and herbicide applications approximately once every three (3) weeks for ½ of the total surface area of Sunset Lake during the 2019 season is \$9,600.00 to be billed in four (4) installments (May/July/August/September).

The above fee includes labor, materials, permit fees, notification fees and travel expenses. It does not include any applicable New Jersey State sales tax or prevailing wage rates. Please forward to Princeton Hydro the necessary tax exemption paperwork.

If this proposal meets with your approval, please forward the necessary Purchase Order (PO) information for the above detailed services to our Ringoes, New Jersey office.

If you have any questions or require additional information to facilitate your review of our proposed scope of services and costs, please contact me directly at schurm@princetonhydro.com or 609-306-5423.

Sincerely,



Scott Churm
Associate: Director of Aquatic Operations
Princeton Hydro, LLC

"This proposal (or proposed Scope of Services) remains the intellectual property of Princeton Hydro and is copyrighted material. Use of this document for any other purpose other than the proposer's intention is strictly prohibited."



RESOLUTION NO. 2019-298

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

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO IWS CONSULTING LLC FOR MANAGEMENT ASSISTANCE

WHEREAS, on the City has a need for management assistance on various outstanding projects such as review of the RCA program, review of the UEZ program, etc.; and

WHEREAS, the City Manager and IWS Consulting LLC have negotiated the attached scope of services and costs to perform various management assistance; and

WHEREAS, professional services is exempt from public bidding under N.J.S.A. 40A:11-5(1)(a)(1); and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 9-01-20-100-000-201; and the maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City Manager is hereby authorized to sign any contracts or documents associated with this activity.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards IWS Consulting LLC a professional services contract for services and costs as outlined in the attached.

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-298 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

PROFESSIONAL SERVICE AGREEMENT

This **AGREEMENT** is by and between the **City of Asbury Park**, a Municipal Corporation in the State of New Jersey with an office located at One Municipal Plaza, Asbury Park, New Jersey 07712, and **IWS CONSULTING, LLC**, with its principal place of business at 600 Grand Avenue Union II, Asbury Park, New Jersey 07712.

WHEREAS, the **City of Asbury Park** wishes to retain **IWS CONSULTING, LLC** for the services of as outlined below; and

NOW, THEREFORE, in consideration of the mutual covenants and promises therein contained, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of the following:

- (a) This Agreement.
- (b) New Jersey State Business Registration;
- (c) Affirmative Action Document – “For Goods and Professional Services”.

2. Scope of Work. **IWS CONSULTING, LLC**. agrees to provide the City of Asbury Park with the services as herein. This agreement shall commence on September 12, 2019 and terminate on December 31, 2019.

IWS CONSULTING, LLC. shall provide management assistance to the City of Asbury Park in efforts to quickly and efficiently complete various tasks as assigned by the City Manager. These tasks, including but not limited to, include the following:

- Review of the City’s RCA program
- Review files of the UEZ program
- Review and recommendation of proposed changes for the five (5) union contracts that sunset in 2020; research existing trends in public sector contracts
- Review and recommend changes of the City Code
- Coordinate trainings within City departments
- Review of existing redevelopment agreements for compliance
- Other duties as assigned

3. Assignment. This Agreement may not be assigned.

4. Compliance. **IWS CONSULTING, LLC** and all of its applicable employees shall comply with the requirements of P.L. 1975 C.127 (N.J.A.C. 17:27) regarding Affirmative Action regarding Equal Employment Opportunity and City of Asbury Park City Code, Section 2-76 Award of Public Contracts.

5. Political Contribution Disclosure. The within contract has been awarded to the Consultant based upon the merits and abilities of the Attorney to provide the services as described herein. This contract was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4, et seq. Other Terms. This agreement is subject to:
- b. This contract is for the services of IWS CONSULTING, LLC. who shall be counsel on the aforementioned matters. The financial terms are outlined herein, at a rate of \$100 dollar per hour, IWS CONSULTING, LLC will provide the management services up eighty (80) hours per month with a not-to-exceed price of \$8,000.00 monthly through December 31, 2019. All work shall be pre-authorized by the City Manager.
 - c. It shall be the consultant’s obligation to obtain City Council approval, by way of a Resolution, approval of which shall be at the sole discretion of the City Council, prior to incurring costs above the not to exceed amount as per the Local Public Contract Law.
 - d. The parties agree that submission of invoices by the Vendor in accordance with this Agreement is the sole responsibility of the Vendor. The Vendor agrees to submit any and all invoices for services within sixty (60) days of services being rendered.
 - e. The City may terminate this contract immediately upon written notice to the contractor, subject only to payment for services rendered prior to service of the notice of termination.

IN WITNESS WHEREOF, the parties have executed this **AGREEMENT** on this _____ day of _____, 2019

ATTEST:

THE CITY OF ASBURY PARK

Melody Hartsgrove, RMC
Deputy City Clerk

By: _____
Michael Capabianco, City Manager

ATTEST:

IWS CONSULTING, LLC

By:

Donna M. Vieira, President

The aforementioned Agreement has been reviewed and approved as to form.

Frederick Raffetto, City Attorney

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

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 an 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 of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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 office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

IWS CONSULTING, LLC

INSERT NAME AND TITLE

DATED: XXXXX



RESOLUTION NO. 2019-299

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

AWARDING BID FOR TRAFFIC CONTROL SIGNAGE

WHEREAS, on Thursday, September 5, 2019 the City of Asbury Park (the “City”) accepted and received two (2) sealed bids for Traffic Control Signage; and

WHEREAS, the bid document specifically stated, "It is mandatory that each respondent state if there are any ethics violations existing against the firm and/or individual responding. Failure to include this statement will result in disqualification."; and

WHEREAS, the bid submitted by Garden State Highway Products, Inc. failed to include an ethic statement and has been disqualified; and

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

WHEREAS, it is the desire of the governing body to award a contract to Glenco Supply Inc. for Traffic Control Signage; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey that it hereby awards the Traffic Control Signage to Glenco Supply Inc..

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-299 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 11th DAY OF September, 2019.

**MELODY HARTSGROVE
DEPUTY CITY CLERK**



Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilwoman

Yvonne Clayton, City Councilwoman

Jesse Kendle, City Councilman

Michael Capabianco, City Manager

CITY OF ASBURY PARK
Municipal Plaza
Asbury Park, NJ 07712

Bid Specifications For:

Traffic Control Signage

BID PROPOSAL

City of Asbury Park
BID PROPOSAL FORM
Tuesday, August 27, 2019
11:30 AM

Traffic Control Signage

The undersigned proposes to furnish and deliver the above goods/service pursuant to the bid specification.

Do deviations exist: YES _____ NO ^X _____

If you checked YES, please itemize them on a separate page giving a description of the deviation according to the item and attach them to this form.

Total bid including all items on page four and five:

\$ \$26,176.60

Written Total Bid:

\$ Twenty Six Thousand One Hundred Seventy Six Dollars & Sixty Cents

Garden State Highway Products, Inc
 Company Name

22-2824726
 Federal I.D. # or Social Security #

301 Riverside Drive Millville NJ 08332

Address



Signature of Authorized Agent

Sharon L. Green, President

Type or Print Name

856-692-7572
 Telephone Number

09/04/2019
 Date

856-692-2929
 Fax Number

sharon@gshpinc.com
 E-mail address

Attachment: GARDEN STATE HIGHWAY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

City of Asbury Park
BID PROPOSAL FORM
Tuesday, August 27, 2019
11:30 AM

Traffic Control Signage

Please provide the amount bid for ten (10) of each item according to the corresponding item number. Actual orders may vary.

<u>ITEM</u>	<u>AMOUNT BID – QTY 10</u>	
1. Engineer Grade Prismatic (EGP) Finished Sign 3M Reflective with protective overlay from fading and stickers: 12" x 18"	\$10.40	\$104.00
18" x 24"	\$19.45	\$194.50
24" x 48"	\$51.85	\$518.50
2. Engineer Grade Prismatic (EGP) Finished Sign – Reprinted on existing Aluminum Sign with 3M Reflective with protective overlay from fading and stickers: 12" x 18"	\$6.10	\$61.00
18" x 24"	\$12.40	\$124.00
24" x 48"	\$33.10	\$331.00
3. Breakaway Sign Post with Base, Hardware Green 8' w/lap splice	\$24.98	\$249.80
4. Sign Bracket for Sign Poles with 5/16" Bolts Snaplock assembly	\$3.92	\$39.20
5. Sign Bracket Strapping with Buckle, Seal BB7 - Buckle Bracket	\$2.75	\$27.50
6. In-Street Stop for Pedestrian Sign, Portable Base	\$295.00	\$2,950.00
7. In- Street Stop Sign, Portable Base	\$168.40	\$1,684.00
8. In-Street Regulatory 12" x 18" Signs, Portable Base	\$155.20	\$1,552.00
9. Standard Street Signs 6" flat double faced HIP	\$21.89	\$218.90
10. Street Sign Bracket 5 1/4 " slot	\$3.92	\$39.20
11. R1-1 Stop Sign 30" - NO OVERLAY FILM	\$28.61	\$286.10

Attachment: GARDEN STATE HIGHWAY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

<u>ITEM</u>	<u>AMOUNT BID – QTY 10</u>	
12. R-1-2 Yield Sign 30"- NO OVERLAY FILM	\$15.57	\$155.70
13. R6- 1 One-Way Sign - NO OVERLAY FILM	\$14.98	\$149.80
14. R5-1 So Not Enter Sign 30" - NO OVERLAY FILM	\$31.24	\$312.40
15. 1/16" Plastic Stencil – 10" Letters	\$9.20	\$92.00
16. 1/16" Plastic Stencil – Custom approximately 24" x 24"	\$125.00	\$1,250.00
17. R1-1 Solar LED Traffic Stop Sign, Fully Enclosed 36" (TAPCO)	\$1,480.00	\$14,800.00
18. R4-11 Bikes May Use Full Lane Sign 30x30	\$31.24	\$312.40
19. R3-17 Bile Lane 30x24	\$24.98	\$249.80
20. R3-17a Bike Lane Plaque 12x18	\$8.76	\$87.60
21. R3-17b Bile Lane Plaque 12x18	\$8.76	\$87.60
22. R5-2 No Trucks Sign 18' x 24'	\$14.98	\$149.80
23. R14-1 Thru Truck Route Sign 18' x 24"	\$14.98	\$149.80

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 Tuesday, August 27, 2019 at the time of 11:30 am in the Municipal Council Chambers, One Municipal Plaza, Asbury Park, NJ as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. 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. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

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

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

Please see Attachment III

D. Discrepancies in Bids

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

III. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

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

IV. INSURANCE AND INDEMNIFICATION

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

V. PRICING INFORMATION FOR PREPARATION OF BIDS

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

VI. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

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

1. Goods, Professional Services and General Service Contracts

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

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

Please see Attachment IV

B. NEW JERSEY ANTI-DISCRIMINATION

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

C. AMERICANS WITH DISABILITIES ACT OF 1990

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

D. STATEMENT OF OWNERSHIP

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

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

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

Please see Attachment VII

E. All respondents also must provide a statement on letterhead if they have any ethics violation pending or active against them. If there are "none", then the letter must reflect that

It is mandatory that each respondent state if there are any ethics violations existing against the firm and/or the individual responding. Failure to include this statement will result in disqualification.

F. PROOF OF BUSINESS REGISTRATION

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

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

During the course of contract performance:

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

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

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

Emergency Purchases or Contracts

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

Please see Attachment VIII

G. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

Please see Attachment IX

H. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

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

I. ELECTON CONTRIBUTIONS DISCLOSURE NOTIFICATION ACKNOWLEDGEMENT FORM

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Please see Attachment X

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

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

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

☐ K. PREVAILING WAGE ACT

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

☐ L. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

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

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

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

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

☒ M. NON-COLLUSION AFFIDAVIT

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

Please see Attachment XI

VII. METHOD OF CONTRACT AWARD

- The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.
- If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- The owner may also elect to award the contract on the basis of unit prices.
- The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

VIII. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- All bids pursuant to N.J.S.A. 40A:11-13.2;
- If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- Multiple bids from an agent representing competing bidders;

- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

IX. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented

by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

X. PAYMENT

- A. No payment will be made unless duly authorized by the owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- C. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
 - 1. Deliverables not complying with the project specification;
 - 2. Claims filed or responsible evidence indicating probability of filing claims;
 - 3. A reasonable doubt that the contract can be completed for the balance then unpaid.

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

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

XI. OTHER PROVISIONS

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:
 - 1. Not use or disclose protected health information other than as permitted or required by law
 - 2. Use appropriate safeguards to protect the confidentiality of the information
 - 3. Report any use or disclosure not permitted

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

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

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

- C. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their

review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

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

ATTACHMENT I

Bid Document Checklist

Attachment: GARDEN STATE HIGHWAY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

City of Asbury Park
BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
☒	Bid Proposal Form, Including Pricing Sheet	
☒	Ethics Statement	
☒	Acknowledgment of Receipt of Addenda	
☒	Mandatory Affirmative Action Language	
☒	New Jersey Anti-Discrimination	
☒	Americans with Disabilities Act of 1990 Language	
☒	Stockholder Disclosure Certification Statement of Ownership	
☒	Proof of Business Registration	
☒	Disclosure of Investment Activities in Iran	
☒	Non-Collusion Affidavit	
☒	Election Contributions Disclosure Form Acknowledgment	
☒	W9 Form	

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

Attachment: GARDEN STATE HIGHWAY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

ATTACHMENT II

Notice to Bidders

Attachment: GARDEN STATE HIGHWAY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

Notice to Bidders

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Qualified Purchasing Agent, for the City of Asbury Park, County of Monmouth, State of New Jersey on Tuesday, August 27, 2019 at 11:30AM prevailing time at the Municipal Council Chambers, One Municipal Plaza, Asbury Park, NJ 07712 at which time and place bids will be opened and read in public for:

Traffic Control Signage

Contract documents for the proposed work may be examined at the Finance Office at City Hall, One Municipal Plaza, Asbury Park, N.J. 07712 between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday and online at: www.cityofasburypark.com. Any questions associated with the submission of proposal, prior to the opening, may be directed in writing to the Director of Purchasing, Tracy Lizardi at: purchasing@cityofasburypark.com.

Bids must be made on the proposal forms included with the bid specification, be enclosed in a sealed package bearing the name and address of the bidder and the name of the work on the outside addressed to:

Qualified Purchasing Agent
ATTN: Tracy Lizardi
One Municipal Plaza
Asbury Park, N.J. 07712

The City reserves the right to award this contract based on the funds available. The City reserves the right to reject any or all bids and to waive any informality in any bid, in its opinion, if it is in the best interest to do so and to award the contract for any and or all items.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Tracy Lizardi
Qualified Purchasing Agent

Publication Date:
Wednesday, August 14, 2019

ATTACHMENT III

Acknowledgement of Receipt of Addenda

Attachment: GARDEN STATE HIGHWAY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

City of Asbury Park

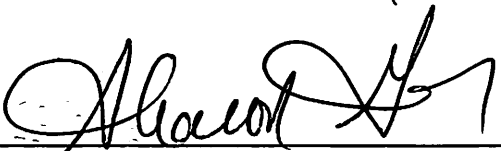
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
1	8/26/2019	SG
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: ☐

Acknowledged for: Garden State Highway Products, Inc
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: Sharon L. Green
(Print or Type)

Title: President

Date: 09/04/2019

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

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



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

MICHAEL N. CAPABIANCO, CITY MANAGER
CINDY A. DYE, RMC, CITY CLERK

City of Asbury Park
Addendum #1 for:
BID: Traffic Control Signage

1. Items #3 and #4 what type of sign bracket and what size breakaway post?
42" hose clamps for sign mounting brackets.
96" length 2" width Breakaway sign posts (u-channel) color: green.
2. Item # 9 what size, sheeting, single face, double faced?
6" Tall Flat High Intensity Reflective Street Name Sign, double faced, green with white lettering.
3. Do you want the protective overlay on all the signs?
Protective overlay only need on reprinted signs.
4. The date and time for receipt of this been has changed to:
Thursday, September 5, 2019 at 1:00 PM.

ISSUED: August 26, 2019

ATTACHMENT IV

Affirmative Action Compliance

Attachment: GARDEN STATE HIGHWAY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

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

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

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

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

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

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

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

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

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

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

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

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

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

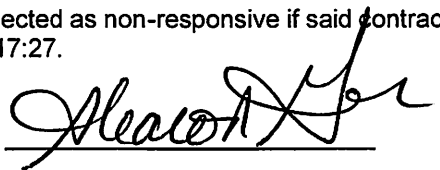
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: Garden State Highway Products, Inc

SIGNATURE: 

PRINT NAME: Sharon L. Green

TITLE: President

DATE: 09/04/2019

Attachment: GARDEN STATE HIGHWAY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

Certification 4831

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-JUL-2018~~ to ~~15-JUL-2025~~

GARDEN STATE HWY. PRODUCTS, INC.
301 RIVERSIDE DRIVE
MILLVILLE NJ 08392



A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

Attachment: GARDEN STATE HIGHWAY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

January 19, 2019

Ms. Sharon Green
D/ESBE Officer
Garden State Highway products, Inc.
301 Riverside Drive
Millville, NJ 08332

Dear Ms. Green:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement, Sexual Harassment Policy and annual Disadvantaged/Emerging Small Business Enterprise (D/ESBE) Affirmative Action Plan (AAP). This review has deemed these documents to be acceptable; and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning January 19, 2019, and will apply to all New Jersey Department of Transportation contracts for which your firm is either a prime or subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NJDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

Vicki Tilghman-Ansley
Acting Director
Division of Civil Rights and Affirmative Action

VTA/smm
c: File

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"
New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

Attachment: GARDEN STATE HIGHWAY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

ATTACHMENT V

New Jersey Anti-Discrimination Provisions

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

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

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

(Include the following only for boards of education)

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

ATTACHMENT VI

Americans with Disabilities Act of 1990

Attachment: GARDEN STATE HIGHWAY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

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

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

ATTACHMENT VII

Stockholders Disclosure Certification

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: Garden State Highway Products, Inc

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☒ Subchapter S Corporation ☐ Non-Profit

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

Stockholders:

Name: Sharon L. Green

Name: Robert A. Green

Home Address: 1843 Sequoia Drive

Home Address: 1843 Sequoia Drive

Vineland NJ 08360

Vineland NJ 08360

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

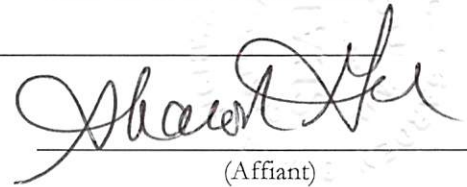
Home Address: _____

Subscribed and sworn before me this 4 day of
September, 2019

(Notary Public)

My Commission expires:

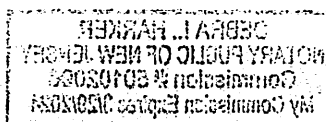
DEBRA L. HARKER
NOTARY PUBLIC OF NEW JERSEY
Commission # 50102096
My Commission Expires 3/29/2024


 (Affiant)

Sharon L. Green, President

(Print name & title of affiant)

(Corporate Seal)



ATTACHMENT VIII

Proof of Business Registration

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	 Acting Director
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)		

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

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

	
STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	GARDEN STATE HIGHWAY PRODUCTS, INC.
Trade Name:	
Address:	301 RIVERSIDE DRIVE MILLVILLE, NJ 08332
Certificate Number:	0101992
Effective Date:	September 14, 1987
Date of Issuance:	February 07, 2018
For Office Use Only: 20180207181343393	

Attachment: GARDEN STATE HIGHWAY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

ATTACHMENT IX

Disclosure of Investment Activities in Iran

Disclosure of Investment Activities in Iran

Bidder Name: Garden State Highway Products, Inc

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

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

CHECK THE APPROPRIATE BOX:

X

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

OR

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

Part 2 – Additional Information

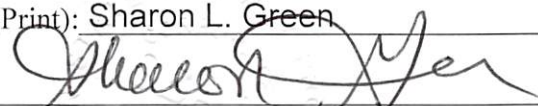
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

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

Full Name (Print): Sharon L. Green

Title: President

Signature: 

Date: 09/04/2019

ATTACHMENT X

Election Contributions Disclosure Notification Form

Attachment: GARDEN STATE HIGHWAY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.



Vendor's Representative
Signature of Acknowledgement

09/04/2019

Date of Acknowledgement

Attachment: GARDEN STATE HIGHWAY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

Attachment XI

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Cumberland

ss:

I, Sharon L. Green residing in Millville
(name of affiant) (name of municipality)
in the County of Cumberland 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 Garden State Highway
(Title or position) (Name of firm)

Products, Inc the bidder making this Proposal for the bid

entitled Traffic Control Signage, and that I executed the said proposal with
(title of bid proposal)

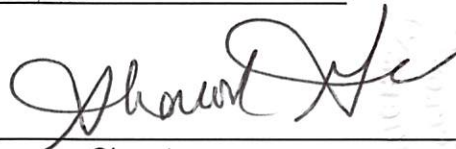
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Garden State Highway Products, 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 Garden State Highway Products, Inc.

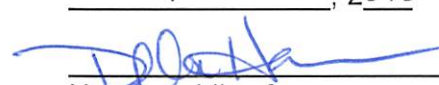
Subscribed and sworn to

before me this day


Signature

04 September, 2019

Sharon L. Green , President
(Type or print name of affiant under signature)

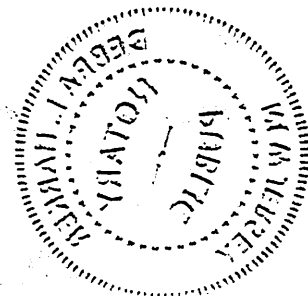
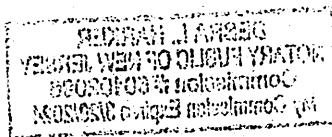
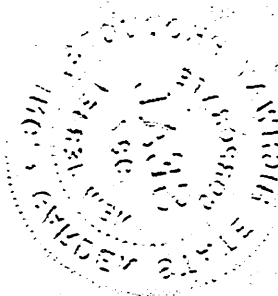

Notary public of

My Commission expires _____

(Seal)

DEBRA L. HARKER
NOTARY PUBLIC OF NEW JERSEY
Commission # 50102096
My Commission Expires 3/29/2024

Attachment: GARDEN STATE HIGHWAY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)



Attachment XII

Technical Specifications

Specifications

1. The successful bidder shall bear any loss associated with their negligence during the performance of this contract and must operate their service facility within New Jersey.
2. The successful bidder must indemnify and hold the City, it's agents and employees, harmless from any loss or act occasioned by the acts or omissions of the successful bidder and employees or agents of the successful bidder.
3. The amounts required to purchase will depend on the departments need and circumstances, which will be dictated by the City. Order requests may not be limited to ten.
4. All orders require a purchase order number from the City. The City will not be responsible for any orders placed without having a purchase order number prior to the order being placed. It is the responsibility of the successful bidder to insure that they obtain the purchase order number. Invoices are to be provided to the City's Finance Department which itemizes the following:

Traffic Control Items Ordered
Units Ordered and Cost Amount(s)
Date Ordered

Payments are processed bi-monthly with completed purchase orders.

5. The bid proposal form requests bid prices accompanying the item number in increments of ten (10) each. Please complete all items and be advised the City is using this format as a basis for determining the lowest responsive bid. The City's traffic control orders could be more or less depending on the needs of the City and could result in additional signs, which are not part of this specification. Additional items may include signs listed on the Manual on Uniform Traffic Control Devices for Streets & Highways (MUTCD). Actual orders may vary.
6. The contract term will be from date of execution through December 31, 2020 with the right to include additional contract extension options allowing the City to renegotiate with the successful bidder. The total length of the base contract and subsequent contract extensions shall not exceed five years maximum in aggregate.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Garden State Highway Products, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

301 Riverside Drive

6 City, state, and ZIP code

Millville NJ 08332

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 2 - 2 8 2 4 7 2 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

9/4/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

City of Asbury Park
BID PROPOSAL FORM
Tuesday, August 27, 2019
11:30 AM

Traffic Control Signage

The undersigned proposes to furnish and deliver the above goods/service pursuant to the bid specification.

Do deviations exist: YES _____ NO X

If you checked YES, please itemize them on a separate page giving a description of the deviation according to the item and attach them to this form.

Total bid including all items on page four and five:

\$ 26,500.00

Written Total Bid:

\$ Twenty Six Thousand Five Hundred Dollars

Glenco Supply Inc
 Company Name

223796889
 Federal I.D. # or Social Security #

Po Box 638 Oakhurst, NJ 07755
 Address

[Signature]
 Signature of Authorized Agent

Glen Abrams
 Type or Print Name

800-752-8277
 Telephone Number

8/20/19
 Date

732-922-3330
 Fax Number

glen@glencosupply.com
 E-mail address

Attachment: GLENCO SUPPLY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

City of Asbury Park
BID PROPOSAL FORM
Tuesday, August 27, 2019
11:30 AM

Traffic Control Signage

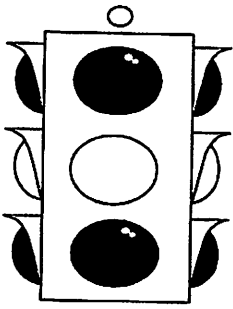
Please provide the amount bid for ten (10) of each item according to the corresponding item number. Actual orders may vary.

<u>ITEM</u>	<u>AMOUNT BID - QTY 10</u>
1. Engineer Grade Prismatic (EGP) Finished Sign 3M Reflective with protective overlay from fading and stickers: 12" x 18"	95.00
18" x 24"	180.00
24" x 48"	550.00
2. Engineer Grade Prismatic (EGP) Finished Sign - Reprinted on existing Aluminum Sign with 3M Reflective with protective overlay from fading and stickers: 12" x 18"	15.00
18" x 24"	120.00
24" x 48"	300.00
3. Breakaway Sign Post with Base, Hardware	260.00
4. Sign Bracket for Sign Poles with 5/16" Bolts	70.00
5. Sign Bracket Strapping with Buckle, Seal	70.00
6. In-Street Stop for Pedestrian Sign, Portable Base	2,880.00
7. In-Street Stop Sign, Portable Base	1,800.00
8. In-Street Regulatory 12" x 18" Signs, Portable Base	1,450.00
9. Standard Street Signs - 6" x 24"	230.00
10. Street Sign Bracket OAP or Cross	55.00
11. R1-1 Stop Sign 30"	350.00

Attachment: GLENCO SUPPLY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

<u>ITEM</u>	<u>AMOUNT BID – QTY 10</u>
12. R-1-2 Yield Sign 30"	330.00
13. R6- 1 One-Way Sign	180.00
14. R5-1 So Not Enter Sign 30"	360.00
15. 1/16" Plastic Stencil – 10" Letters	85.00
16. 1/16" Plastic Stencil – Custom approximately 24" x 24"	880.00
17. R1-1 Solar LED Traffic Stop Sign, Fully Enclosed 36" ~ <i>Solar Traffic System</i>	15,000.00
18. R4-11 Bikes May Use Full Lane Sign	240.00
19. R3-17 Bile Lane	180.00
20. R3-17a Bike Lane Plague	100.00
21. R3-17b Bile Lane Plaque	100.00
22. R5-2 No Trucks Sign 18' x 24'	180.00
23. R14-1 Thru Truck Route Sign 18' x 24"	180.00

Attachment: GLENCO SUPPLY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)



GLENCO SUPPLY INC.

PO BOX 638

Oakhurst, NJ 07755

800.752.8277 732.922.3330 Fax

Glencosupply@verizon.net

8/23/19

To Whom It May Concern:

Our company, Glenco Supply Inc., has never had an Ethics Violation or Issue with any municipal customer in the State of New Jersey or any other state in the United States of America.

If you have any further questions, please contact me any time.

Regards,

**Glen Abrams
President**

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
#1	August 26, 2019	SR
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: ☐

Acknowledged for: Glenco Supply Inc
(Name of Bidder)

By: [Signature]
(Signature of Authorized Representative)

Name of above: Stephen Roberts
(Print or Type)

Title: V.P. Sales

Date: 9-4-19

Attachment: GLENCO SUPPLY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

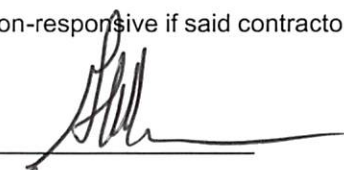
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: Glenco Supply Inc.
 PRINT NAME: Glen Abrams
 DATE: 01/20/19

SIGNATURE: 
 TITLE: President

Attachment: GLENCO SUPPLY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: Glenco Supply Inc.

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

OR

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

Check the box that represents the type of business organization:

- | | | |
|--|--|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☐ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☒ Subchapter S Corporation | ☐ Non-Profit | |

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

Stockholders:

Name: Glen Abrams

Name: _____

Home Address: 28 ASCOT Dr
Ocean, NJ 07712

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

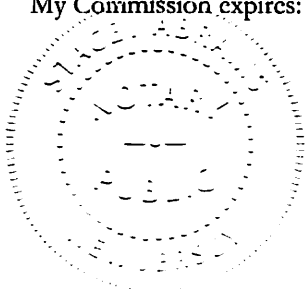
Home Address: _____

Subscribed and sworn before me this 20th day of
AUGUST, 2019

(Notary Public) Stacey Abrams

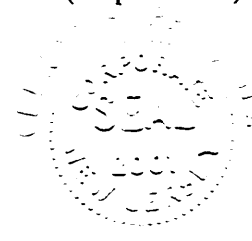
My Commission expires:

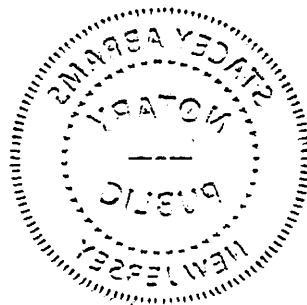
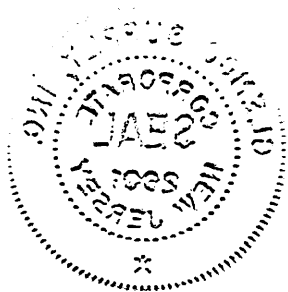
STACEY ABRAMS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/24/2021



Glen M. Abrams
 (Affiant)
Glen M. Abrams
 (Print name & title of affiant)

(Corporate Seal)







STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GLENCO SUPPLY, INC.

Trade Name: PO BOX 638

Address: OAKHURST NJ 07755

Certificate Number: 1018855

Effective Date: October 02, 2003

Date of Issuance: January 18, 2014

For Office Use Only:

20140118132621029

Mail
TO →

Glenco Supply Inc.
P.O. Box 638
Oakhurst, NJ 07755

Attachment: GLENCO SUPPLY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

Disclosure of Investment Activities in Iran

Bidder Name:

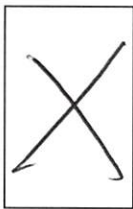
Glenco Supply Inc.

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

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

CHECK THE APPROPRIATE BOX:



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

OR



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

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

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

Full Name (Print): Glen Abrams

Title: President

Signature: *[Signature]*

Date: 8/20/19

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Monmouth

SS:

I, Glen Abrams (name of affiant) residing in Ocean, NJ (name of municipality)
in the County of Monmouth and State of New Jersey of
full age, being duly sworn according to law on my oath depose and say that:

I am President (Title or position) of the firm of Glenco Supply Inc. (Name of firm)

_____ the bidder making this Proposal for the bid

entitled Traffic Control Signage (title of bid proposal) and that I executed the said proposal with

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____

(name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

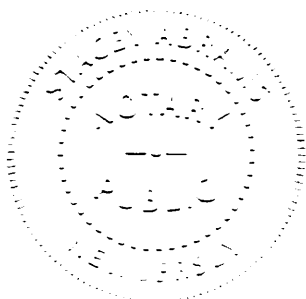
AUGUST 20, 2019

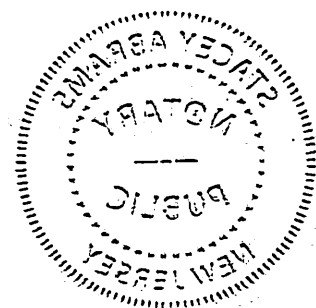
Stacey Abrams
Notary public of Monmouth county

Signature [Signature]
Glen Abrams President
(Type or print name of affiant under signature)

My Commission expires _____
STACEY ABRAMS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/24/2021

(Seal)



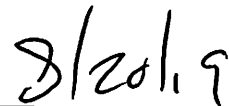


**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to **N.J.S.A. 19:44A-20.27**, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.



Vendor's Representative
Signature of Acknowledgement

Date of Acknowledgement

Attachment: GLENCO SUPPLY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

Glenco Supply INC

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GLENCO SUPPLY INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO BOX 638

6 City, state, and ZIP code
OAKHURST, NJ 07755

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
2	2	-	3	7	9	6	8	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶

Date ▶

3/4/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/t99.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

R1-1 Stop LED Sign

Solar / AC Powered

R1-1 Model

Specifications

Construction	.080 Highway Grade Aluminum/ Stainless Fasteners
Reflective Sheeting	Type IX Reflective Sheeting
Circuitry Technology	Sealed PCB Technology Micro-Controller Circuitry 24 Hour Operation 50 to 60 Times Minute Flash Rate
Solar/AC/Battery Specifications (Depending on Model)	15-20 Watt Polycrystalline Solar Cell 6-12 Volt SLA Battery (2 to 4-year battery life) AC Power (120 volt 2 Amp Required)
LED Lighting	8-G2 LED Lighting in Sign Perimeter Cree High Power Red LED - Max 3.5 Watts Field Replacement Grommet Mounted Lights Reflective LED Lighting (Patented)
Sizes	24" (4 LED's ONLY) / 30" / 36" / 48"

Specifications subject to change without notice

Features

- MUTCD Section 2A.07 / 2A.08 Compliant
- FLash Rate 50 to 60 Times Per Minute
- Up to 25 Days of Operation Flashing 24 Hours 7 Days
- LED Life Expectancy over 100,000 Hours
- Red / White LED Lights
- Multiple Mounting Hardware Options
- Keyed On / Off Switch
- Easy Battery Replacement in Field
- Quick LED Light Replacement

Options: Standard & Deluxe Timers / Dusk to Dawn Sensor
Push Button Activation / Wireless Activation-Communications

- Patent # 7,937,838



Day View



Night View

Warranty

10 Year Solar Collector Panel
5 Year Sign Construction
2 Year PCB/LED Technology
1 Year Battery

Attachment: GLENCO SUPPLY PROPOSAL (2019-299 : Awarding Bid for Traffic Control Signage)

Stop Sign R1-1 Series



- MUTCD Compliant
- Solar or AC Powered
- Day or Night Visibility
- Red G2 LED Lighting
- Multiple Activation Options
- Fast - Easy Installation
- Mounting Systems Available



Night View



RESOLUTION NO. 2019-284

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

RESOLUTION OF THE CITY OF ASBURY PARK REFERRING THE PROPOSED AMENDMENT TO THE WATERFRONT REDEVELOPMENT PLAN DATED AUGUST 2019, TO THE PLANNING BOARD IN ACCORDANCE WITH THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-7

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment and to formulate a plan to address the redevelopment of these areas; and

WHEREAS, the City of Asbury Park (the "City") has previously found and determined that the area of the City designated certain properties along its coastline as the "Waterfront Redevelopment Area" (the "Area") to be "an area in need of redevelopment" in accordance with LRHL; and

WHEREAS, the City adopted the "Asbury Park Waterfront Redevelopment Plan" dated March 15, 2002 (as amended and supplemented from time to time, the "Plan"), which governs redevelopment in the Area; and

WHEREAS, the City and Asbury Partners, LLC (the "Master Developer") entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002 (as has been and may be further amended and supplemented in accordance with its terms, the "Redeveloper Agreement"); and

WHEREAS, in October 2018, Master Developer commenced construction of the Phase

Five Infrastructure Project, which included the North End Boardwalk Improvements; and

WHEREAS, on November 28, 2018, the City adopted Resolution 2018-399, which requested that the Master Developer suspend construction of the North End Boardwalk Improvements so that the project could be redesigned; and

WHEREAS, the City engaged with members of the public over several months in an effort to redesign the North End Boardwalk Improvements; and

WHEREAS, the final design of the North End Boardwalk Improvements necessitates certain amendments to the Plan; and

WHEREAS, additional amendments to the Plan have been recommended to further the goals in the Plan, as further set forth in the proposed amendment to the Plan, which is annexed hereto as Exhibit A (the “Proposed Amendment”), which can be summarized as follows; and

Providing that the Boardwalk extension shall include, but not be limited to, new public restroom facilities, beach access and bicycle parking, and updating the design of the North End Board Walk Improvements; and

Allowing developers of residential units to purchase or lease off-site parking in existing structured parking facilities, subject to the review and approval of the City Council as part of the Subsequent Developer approval process; and

Revising the Development Control Map for Block 3203/3206 (Former Blocks 131, 142, and 143) to allow for a maximum height of 4 stories for structures facing Heck Street (reduced from 8 stories), and 3 stories for structures on the corners of Heck Street and

Cookman Avenue and Heck Street and Asbury Avenue; and

Revising the Development Control Map for Block 3904 (Former Block 145) to change the permitted height from 8 stories to 2 stories on the property fronting Asbury Avenue and to 6 stories on property fronting Kingsley Street; and

Revising the Development Control Map for Block 4001 (Former Block 175), which currently has maximum heights of 8 stories, 4 stories, and 3 stories at various points, to lower the maximum height to 6 stories and modify other portions of the block to have maximum heights of 6 stories, 4 stories, and 3 stories; and

Providing that if the Planning Board determines that a project deviates from the precise locations where a building may transition from one maximum height to another within a block, an applicant may seek relief from the Planning Board in accordance with the criteria set forth in Section 3.8.1(A)1 and N.J.S.A. 40:55D-70(c); and

Clarifying that Master Developer-affiliated entities are not required to submit Subsequent Developer Applications to the Master Developer prior to negotiating a Subsequent Developer Agreement with the City; and

Clarifying that Block 145, Lot 1 (the parking lot adjacent to the Empress Hotel) is not required to be acquired by the City or the Master Developer before the redevelopment of the remainder of Block 145 may proceed; and

Adding language providing that any mural over one story high must be approved by the Asbury Park Municipal Council and Public Art Commission; and

WHEREAS, the Mayor and City Council have reviewed the Proposed Amendment and desire to forward the Proposed Amendment to the Planning Board for review pursuant to N.J.S.A. 40A:12A-7e.

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

1. That the Mayor and Council hereby refer the Proposed Amendment to the Planning Board for review and recommendation in accordance with the requirements of N.J.S.A. 40A:12A-7(e).
2. That the Mayor and Council desire that the Planning Board undertake a review of this matter and determine if the amendment conforms with the goals and objectives of the City's Master Plan.
3. That the Planning Board is authorized and directed to prepare a report of its recommendations (the "Planning Board Report") to the Proposed Amendment to the Plan no later than forty-five (45) days of the date hereof.
4. That the Planning Board Report shall identify any provisions within the Proposed

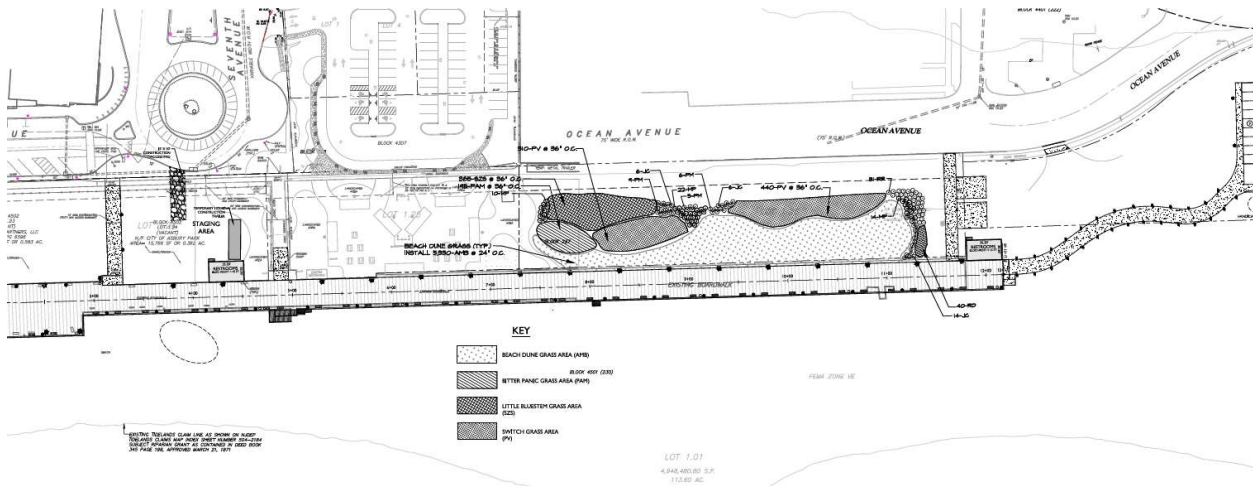
Amendment to the Plan that are inconsistent with the City's Master Plan, the recommendations concerning those inconsistencies and any other matters the Planning Board deems appropriate.

5. That if the Planning Board Report is not transmitted to the Mayor and Council within forty-five (45) days of the date hereof, the Mayor and Council shall be relieved of the requirement to obtain a Planning Board Report for the Proposed Amendment to the Plan in accordance with N.J.S.A. 40A:12A-7(e).
6. That the Clerk of the City shall forward a copy of this Resolution and the Proposed Amendment to the Planning Board for review pursuant to N.J.S.A. 40A:12A-7(e).
7. That this resolution shall take effect immediately.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-284 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK



ITEM #2 – Allow off-site parking with limitations

3.5 Parking in the Prime Renewal Area

Parking Requirements

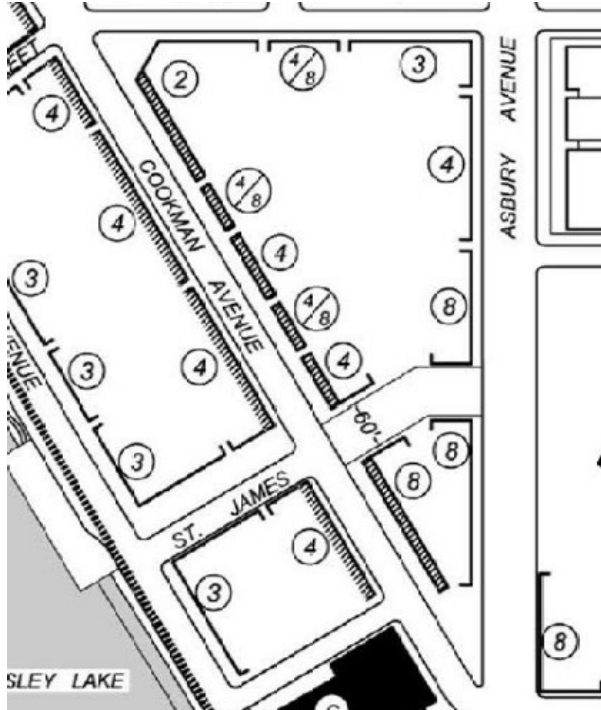
Pages 50-51 – (insert the language below)

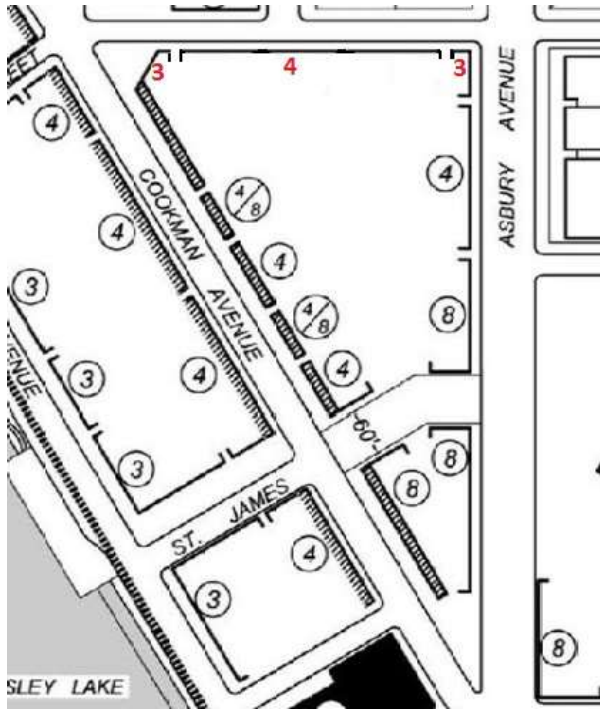
Off-site Parking: New development projects may satisfy the Parking Requirements in this Section 3.5 of the Waterfront Redevelopment Plan by constructing parking on-site or by purchasing or leasing surplus parking spaces in existing structured parking facilities that are located no more than 600 feet from the new development project. “Surplus parking spaces” shall be defined as those parking spaces within a structured parking facility that are in excess of the number of parking spaces otherwise required by Section 3.5 of Waterfront Redevelopment Plan, as amended and by the relevant CAFRA Permit for the project served by that structured parking facility. The purchase or the terms of the lease of such off-site parking shall be subject to approval by the City Council and the Master Developer as part of the Subsequent Developer approval process and shall be memorialized in the Subsequent Developer Agreement and as a condition of site plan approval by the Planning Board. Any such lease or purchase agreement for off-site parking shall be executed before the issuance of building permits for the new development project.

ITEM #3 – Revise Development Control Map for Block 3203/3206 (Former Blocks 131, 142, and 143)

Page 71

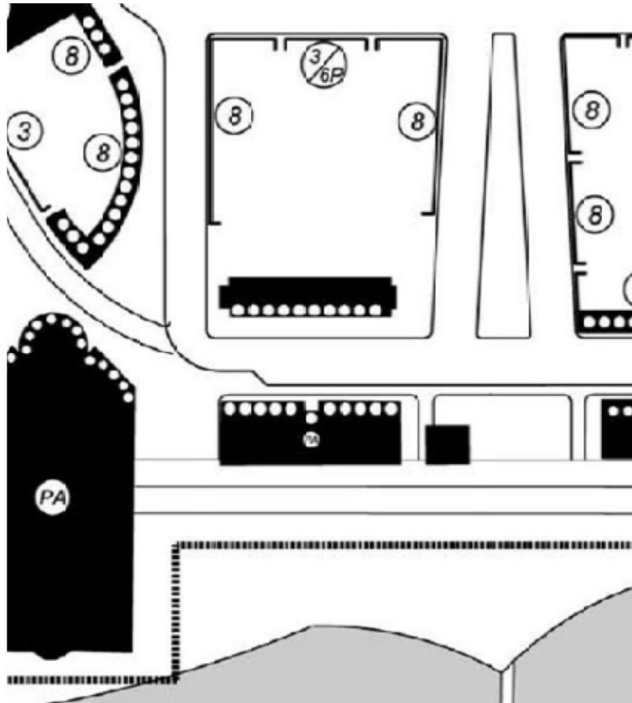
Existing Map

[Amended Map](#)



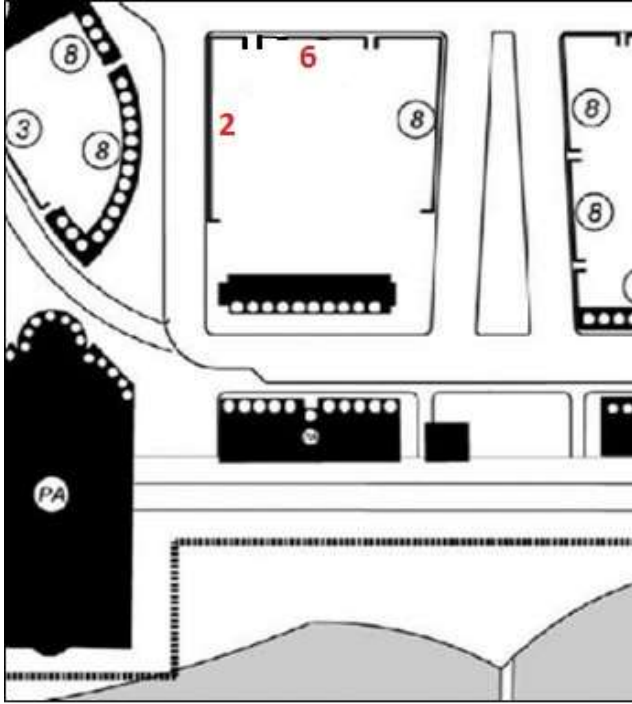
ITEM #4 - Revise Development Control Map for Block 3904 (Former Block 145)

Existing Map



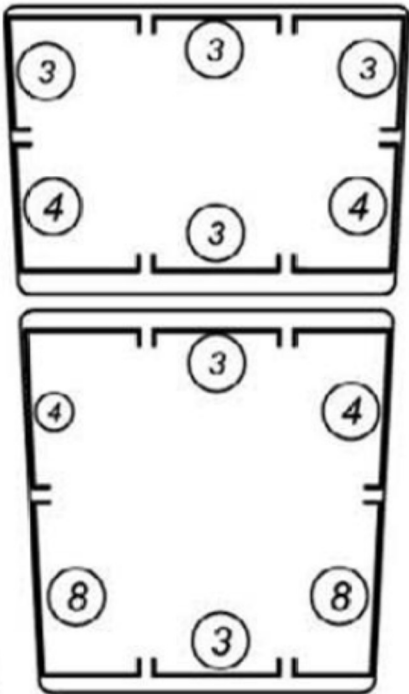
[Amended Map](#)

{266963.DOCX.1}



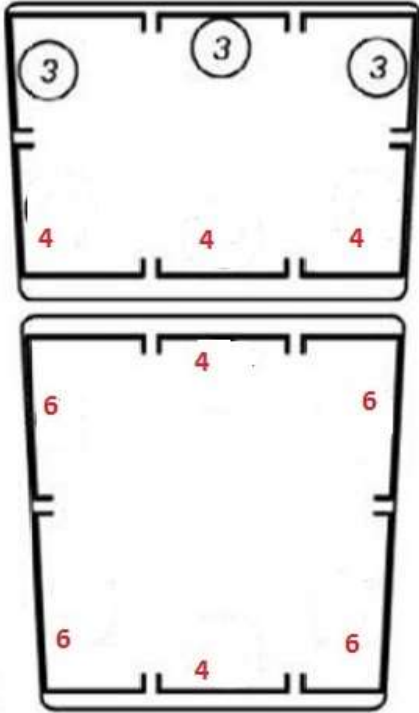
ITEM #5 – Revise Development Control Map for Block 4001 (Former Block 175)

Existing Map



[Amended Map](#)

{266963.DOCX.1}



ITEM #6 – Form of relief for building height “breaks” that deviate from specific locations shown on Development Control Plan

3.8 Land Use

Bulk Standards (add the language below)

Page 70

The Development Control Plan specifies building heights at various street walls with breaks at various points. The Planning Board shall interpret the Development Control Plan to determine the precise location where buildings shall change height to conform to the Plan. [If the Planning Board determines that a project deviates from the precise locations where a building may transition from one maximum height to another, the applicant may seek relief from the Planning Board in accordance with the criteria set forth in Section 3.8.1\(A\)1 and N.J.S.A. 40:55D-70\(c\).](#)

ITEM #7 –Master Developer-affiliated entities do not require Subsequent Developer Applications

4.7.1 Master Developer and Subsequent Developers (Section added via Plan Amendment in 2018) (add language highlighted below)

The City and Asbury Partners, LLC (the “Master Developer”, also referred to in this Plan as the “prime developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as amended from time to time, the “Redeveloper Agreement”). In addition to the other rights and responsibilities of the Master Developer under the Redeveloper Agreement, the Master Developer has the responsibility to install certain public infrastructure in the Waterfront Redevelopment Area. The Master Developer and the City will, without limitation, cooperate in: (i) coordinating the installation of infrastructure in the Waterfront Redevelopment Area; (ii) ensuring the requirements of the CAFRA permit are met by all Subsequent Developers (as defined below); and (iii) assisting in coordinating the redevelopment of the Prime Renewal Area by all Subsequent Developers.

Any person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer. For so long as the Redeveloper Agreement shall be in full force and effect and the Master Developer shall not be in default thereunder (as determined by an arbitrator or court of competent jurisdiction in accordance with the terms of the Redevelopment Agreement, and which default has not been cured or remedied in accordance with such determination, but rather continues unabated), to begin the process of being designated as a Subsequent Developer, a proposed Subsequent Developer shall provide the Master Developer with the information required in the Subsequent Developer Application, the form of which is agreed upon by the City and Master Developer and adopted by Resolution of the City Council from time to time ([“Subsequent Developer Application”](#)), as well as any escrow and application fees which may be required at the time of submission in accordance with its terms. If the proposed Subsequent Developer is not the record owner of the property for which they request to be designated as Subsequent Developer, they shall include with the submission written permission from the property owner to seek required approvals to become a Subsequent Developer with respect to such property. The Master Developer will review the submission by a proposed Subsequent Developer in good faith, which review may include, but is not limited to, such factors as: compliance with and effectuation of the goals of the Plan; experience and capability of the proposed Subsequent Developer; and the financial capacity of the proposed Subsequent Developer.

If the submission made by a proposed Subsequent Developer is acceptable to the Master Developer, the Master Developer shall submit the proposed Subsequent Developer submission to the City for its review. At such time, the proposed Subsequent Developer shall submit such application and escrow fees to the City for its review as may be established by City ordinance from time to time.

[An entity that is owned by, controlled by, or otherwise affiliated with the Master Developer shall not be required to submit a Subsequent Developer Application to the Master Developer or to the City prior to its designation by the City as a Subsequent Developer, but shall be required to comply with all other provisions of this Section.](#)

Designation as a Subsequent Developer shall require the City's approval, and be evidenced by, the approval and execution of a mutually acceptable Subsequent Developer Agreement by and among the Subsequent Developer, the City and the Master Developer. Until and unless the terms contained in the preceding sentence are satisfied, the proposed Subsequent Developer shall not have the right or ability to submit a formal application to the Planning Board or to proceed to undertake or execute any required or permitted activities under the Plan, the Redeveloper Agreement or the Subsequent Developer Agreement.

ITEM #8 -- Modify Conditions of Certain Property Acquisitions

4.1 Property Acquisition

Conditions of Certain Property Acquisitions

Page 79

The surface parking area associated with the Empress Hotel along Asbury Avenue may be, [but is not required to be](#), acquired to allow the development of Block 145 as illustrated in this plan.

Item #9 -- Add Language Referencing Addition of Murals

3.7 Architectural Design Guidelines

Attached Elements

Page 66

Parking structures shall be designed and constructed to meet or exceed the following standards:

*

2. The architectural design for the facades of the parking structures facing a public street shall incorporate features such as articulated parapet walls, ornamental projections, varied planter widths ~~s-etc.~~, [murals or art walls](#) to add visual interest and improve the overall appearance of the structure as viewed from the street. [Any mural more than one story in height requires approval of the Asbury Park Municipal Council and Public Art Commission.](#)



RESOLUTION NO. 2019-300

City of Asbury Park
County of Monmouth
State of New Jersey

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, ACTING AS THE REDEVELOPMENT ENTITY, APPROVING AND AUTHORIZING AN AGREEMENT WITH 545 LAKE URBAN RENEWAL LLC. REGARDING THE REDEVELOPMENT OF CERTAIN PROPERTIES WITHIN THE CENTRAL BUSINESS DISTRICT REDEVELOPMENT AREA

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “Redevelopment Law”) authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment and to create redevelopment plans which provide development controls for any area so designated; and

WHEREAS, in 2002, the City formally designated, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”), an eleven block area bounded by Main Street, Summerfield Avenue, Grand Avenue, and Lake Avenue as an “area in need of redevelopment” (the “**Central Business District**”); and

WHEREAS, on June 26, 2003, the City Council adopted Ordinance No. 2646 entitled “An Ordinance Establishing a Central Business District Redevelopment Plan for the City of Asbury Park” establishing, pursuant to the Act, a plan (the “**Redevelopment Plan**”) for the redevelopment of the Central Business District; and

WHEREAS, the 545 Lake Urban Renewal LLC (the “**Developer**”), through an affiliated entity known as Cookman Community Development Urban Renewal LLC (“**CCD**”), entered into a Redeveloper Agreement with the City on November 10, 2010 (the “**Cookman RDA**”) which proposed development of the certain properties in the Central Business District then known as Block 117, Lots 4, 5, 6.01 and 7 and 10 (Lots 4, 5, 6.01 and 7 being described in the Cookman RDA as the “Lake Avenue Properties”), along with Block 117, Lots 6.02 and 10, which was known as the “**550 Cookman Avenue Site**”; and

WHEREAS, on June 12, 2017, CCD was granted both final site plan and minor subdivision approval (the “**Planning Board Approvals**”) permitting Block 3105 (formerly Block 117), Lot 4 within the Lake Avenue Properties to be subdivided from the 550 Cookman Avenue Site into new Lots 4.01 and 4.02, and to permit the construction of the Project (hereinafter defined) on the newly subdivided Lot 4.02 (the “**Property**”); and

WHEREAS, the Property has been used as an open parking lot for the 550 Cookman

Avenue Site; and

WHEREAS, the Developer intends to develop the Property through: (1) the renovation and improvement of on-site sidewalks and landscaping; (2) the construction on and improvement of the Property to accommodate approximately 60 residential units; and (3) the provision of not less than 88 parking spaces on the Property, including certain spaces to accommodate the residents of 550 Cookman who are then using the Property as surface parking; (4) a contribution to the City's parking fund to reflect the remainder of the parking required on-site; and (5) other on-site and off-site improvements, all in accordance with this Agreement, the Redevelopment Plan and the Planning Board Approvals (collectively, the "**Project**"); and

WHEREAS, pursuant to the LRHL, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to undertake redevelopment projects pursuant to a redevelopment plan within the area designated in that plan; and

WHEREAS, the Developer has requested to enter into a Redevelopment Agreement to develop the Project on the Property (the "**Agreement**"); and

WHEREAS, the Developer on August 23, 2018 filed a Complaint for Declaratory Judgment with the Superior Court of State of New Jersey Law Division: Monmouth County (the "**Court**") in order to compel the City to enter into the Agreement on the same terms and conditions as provided and required under the Cookman RDA, pursuant to Section 4.09(b) thereof; and

WHEREAS, on March 8, 2019, the Court issued an Order compelling the City to negotiate the Agreement in accordance with Section 4.09(b) of the Cookman RDA, and without additional restrictions sought by the City; and

WHEREAS, after review and consideration of this matter, the Mayor and City Council, acting as the City's Redevelopment Entity, wish to approve and authorize the execution of the Agreement; and

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

1. The Agreement, attached hereto as Exhibit A, is approved subject to additions, deletions, modifications or revisions deemed necessary and appropriate in consultation with counsel and authorizes the Mayor, City Clerk and other necessary City Officials to execute, deliver and accept the Agreement and all other necessary documents and undertake all actions reasonably necessary to effectuate the Agreement and this Resolution.

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

- a. 545 Lake Urban Renewal LLC
- b. Andrew Karas, Esq., Developer's Attorney
- c. Michael Capabianco, City Manager

- d. John Cantalupo, Esq., City Redevelopment Counsel
- e. Michele Alonso, Director of Planning and Redevelopment

3. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-300 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 11th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-301

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

AMENDING THE CONTRACT FOR T&M ASSOCIATES FOR SERVICES WITH THE SUNSET LAKE MASTER PLAN VIA CHANGE ORDER 1

WHEREAS, on October 3, 2018 the City of Asbury Park received a proposal to prepare a Master Plan for Sunset Lake from T&M Associates in an amount not-to-exceed \$19,500.00 and awarded a contract for said services via Resolution 2018-356; and

WHEREAS, Change Order #1 is attached and hereby authorized in the amount of \$6,153.14 for services rendered in conjunction with this Project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account 9-01-20-165-000-209; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes Changer Order #1 to the contract authorized via Resolution 2016-42 in the amount of \$6,153.14.

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-301 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



T&M Associates
P.O. BOX 828
RED BANK, NJ 07701
732-671-6400

INVOICE

Page : 1
Invoice No : LAF371794
Invoice Date : 08/14/2019

CITY OF ASBURY PARK
1 MUNICIPAL PLAZA
ASBURY PARK, NJ. 07712

Attention: MICHAEL CAPABIANCO
For Professional Services Processed through: 8/2/2019

RE : ASPK-00768 SUNSET LAKE MASTER PLAN
PO #18-03403 ACCT #8-01-20-165-000-209

INVENTORY & ANALYSIS

LABOR	Hours	Rate	Amount
JR. FIELD STAFF	10.50	73.00	766.50
SENIOR PROFESSIONAL STAFF	0.25	145.00	36.25
Total			802.75
Direct Expenses			Amount
DE - Project Reproduction/Printing			8.74
Total Direct Expenses			8.74
Total INVENTORY & ANALYSIS			811.49

DESIGN DEVELOPMENT

LABOR	Hours	Rate	Amount
ADMINISTRATIVE SUPPORT STAFF	0.50	73.00	36.50
GROUP MANAGER	1.50	154.00	231.00
JR. FIELD STAFF	2.00	73.00	146.00
JR. FIELD STAFF	34.50	110.00	3,795.00
SENIOR PROFESSIONAL STAFF	2.50	150.00	375.00
SENIOR PROFESSIONAL STAFF	1.50	141.00	211.50
Total			4,795.00
Direct Expenses			Amount
DE - Project Reproduction/Printing			0.83
Total Direct Expenses			0.83
Total DESIGN DEVELOPMENT			4,795.83

FINDINGS & REPORT

LABOR	Hours	Rate	Amount
GROUP MANAGER	3.50	154.00	539.00

Attachment: T&M SUNSET LAKE CHANGE ORDER 1 (2019-301 : Amending contract for T&M for services with Sunset Lake Master Plan via

Page : 2
 Invoice No : LAF371794
 Invoice Date : 08/14/2019

FINDINGS & REPORT

Total		-----	539.00
Direct Expenses		Amount	
DE - Project Reproduction/Printing		6.82	
Total Direct Expenses		-----	6.82
Total FINDINGS & REPORT		-----	545.82
Amount Due This Invoice		----->	6,153.14

Attachment: T&M SUNSET LAKE CHANGE ORDER 1 (2019-301 : Amending contract for T&M for services with Sunset Lake Master Plan via

Project No: ASPK00768

INVOICE SUPPORTING DETAIL
Project Name: SUNSET LAKE MASTER PLAN

Page 1

Inv No: LAF371794

INVENTORY & ANALYSIS**STAFF CHARGES: LABOR**

Title Person	Date of Service	Time Charged	Service Description
JR. FIELD STAFF			
ALI, NEHAL	3/4/2019	5.00	Default REVISIONS TO RENDERING MASTER PLAN
ALI, NEHAL	3/5/2019	5.50	Default MEETING REVISIONS TO REPORT, FINAL EDITS TO MASTERPLAN, MEETING WITH ASBURY PARK
Total ALI, NEHAL		10.50	
Total JR. FIELD STAFF		10.50	

SENIOR PROFESSIONAL STAFF

RISHEL, GREGORY B.	3/4/2019	0.25	Project Direction & Organization Coordination and review of Master Plan edits and preparation.
Total SENIOR PROFESSIONAL STAFF		0.25	

Direct Expenses

Category	Vendor	Date	Amount	Billing Amount
DE - Project Reproduction/Printing				
	ARC DBA HUDSON REPROGRAPHICS 3/11/2019	3/11/2019	8.74	
				8.74
Total Direct Expenses				8.74

DESIGN DEVELOPMENT**STAFF CHARGES: LABOR**

Title Person	Date of Service	Time Charged	Service Description
ADMINISTRATIVE SUPPORT STAFF			
BENNETT, STEPHANIE C.	5/22/2019	0.50	Office Support Activities SUNSET LAKE PARK MASTER PLAN
Total ADMINISTRATIVE SUPPORT STAFF		0.50	
GROUP MANAGER			
BALLARD, CHRISTINE A.	2/28/2019	1.50	Meetings - Prep/Attend/Follow-up PROJECT MTG TO REVIEW AND EDIT MASTER PLAN
Total GROUP MANAGER		1.50	
JR. FIELD STAFF			
ALI, NEHAL	4/23/2019	1.00	Default PS RENDERING
ALI, NEHAL	5/1/2019	1.00	Default revisions to master plan rendering
ALI, NEHAL	2/14/2019	4.00	Default preparing master plan
ALI, NEHAL	2/22/2019	1.50	Default MASTER PLAN/PHOTOSHOP PREP
ALI, NEHAL	2/25/2019	7.50	Default masterplan rendering
ALI, NEHAL	2/26/2019	4.50	Default

Attachment: T&M SUNSET LAKE CHANGE ORDER 1 (2019-301 : Amending contract for T&M for services with Sunset Lake Master Plan via

Project No: ASPK00768

INVOICE SUPPORTING DETAIL
Project Name: SUNSET LAKE MASTER PLAN

Page 2

Inv No: LAF371794

DESIGN DEVELOPMENT

(Continued)

STAFF CHARGES: LABOR

Title Person	Date of Service	Time Charged	Service Description
JR. FIELD STAFF			
ALI, NEHAL	2/27/2019	1.50	rendering master plan Default EDITS TO MASTER PLAN
ALI, NEHAL	2/28/2019	7.00	Default SUNSET MASTER PLAN REVISIONS
ALI, NEHAL	3/1/2019	8.50	Default SUNSET MASTER PLAN REVISIONS
Total ALI, NEHAL		36.50	
Total JR. FIELD STAFF		36.50	
SENIOR PROFESSIONAL STAFF			
CUCINOTTA, JEFFREY A.	2/13/2019	1.50	Report/Feasibility Study Prep DRAFT PLAN PREPARATION
RISHEL, GREGORY B.	2/27/2019	0.50	Meetings - Prep/Attend/Follow-up Design/planning coordination with Nina for rendering preparation.
RISHEL, GREGORY B.	3/1/2019	2.00	Meetings - Prep/Attend/Follow-up Design review and plan mark up, rendering revisions.
Total RISHEL, GREGORY B.		2.50	
Total SENIOR PROFESSIONAL STAFF		4.00	

Direct Expenses

Category	Vendor	Date	Amount	Billing Amount
DE - Project Reproduction/Printing				
	ARC DBA HUDSON REPROGRAPHICS	2/23/2019	0.29	
	ARC DBA HUDSON REPROGRAPHICS	3/24/2019	0.54	
				0.83
Total Direct Expenses				0.83

FINDINGS & REPORT**STAFF CHARGES: LABOR**

Title Person	Date of Service	Time Charged	Service Description
GROUP MANAGER			
BALLARD, CHRISTINE A.	4/30/2019	1.00	Correspondence/Communication EDIT MASTER PLAN FINAL DRAFT
BALLARD, CHRISTINE A.	5/16/2019	0.50	Correspondence/Communication REVISE REPORT LAYOUT
BALLARD, CHRISTINE A.	5/17/2019	0.50	Correspondence/Communication WARNER BAUMGARTNER DISCUSSION AND INPUT FOR FINAL REPORT
BALLARD, CHRISTINE A.	5/28/2019	1.50	Correspondence/Communication UPDATE REPORT
Total BALLARD, CHRISTINE A.		3.50	
Total GROUP MANAGER		3.50	

Direct Expenses

Attachment: T&M SUNSET LAKE CHANGE ORDER 1 (2019-301 : Amending contract for T&M for services with Sunset Lake Master Plan via

Project No: ASPK00768

INVOICE SUPPORTING DETAIL
Project Name: SUNSET LAKE MASTER PLAN

Page 3

Inv No: LAF371794

FINDINGS & REPORT**(Continued)**

Category	Vendor	Date	Amount	Billing Amount
DE - Project Reproduction/Printing				
	ARC DBA HUDSON REPROGRAPHICS	5/9/2019	0.22	
	5/9/2019			
	ARC DBA HUDSON REPROGRAPHICS	6/26/2019	6.60	
	6/26/2019			
				6.82
Total Direct Expenses				6.82

Attachment: T&M SUNSET LAKE CHANGE ORDER 1 (2019-301 : Amending contract for T&M for services with Sunset Lake Master Plan via



RESOLUTION NO. 2019-302

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

RESOLUTION AUTHORIZING THE LEASING OF A FACTORY CERTIFIED PRE-OWNED AERIAL LADDER FIRE TRUCK FOR THE FIRE DEPARTMENT

WHEREAS, the City has a need for an Aerial Ladder Fire Truck within the Fire Department; and

WHEREAS, the City has obtained the attached quote from Seagrave Fire Apparatus, LLC totaling \$235,000.00; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to the vendor in an amount listed above and is authorized pursuant to N.J.S.A. 40A:11 15 (15) for a term not-to-exceed ten years and when the contract includes an option to purchase; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-177-008. The maximum dollar value of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase of a used Aerial Ladder Fire Truck for a total amount of \$235,000.00 from Seagrave Fire Apparatus, LLC; and

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-302 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



SEAGRAVE FIRE APPARATUS, LLC

PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between **Seagrave Fire Apparatus, LLC**, 105 E. 12th St., Clintonville, Wisconsin 54929-1518 ("Seller") and **Asbury Park Fire Department**, 800 Main Street, Asbury Park, NJ 07712, by its authorized representative ("Purchaser") on this ____ day of _____, 2019.

1. The Seller hereby agrees to furnish **one (1) Factory Certified, Pre-Owned Fire Apparatus** ("Apparatus") as specified in Schedule A – Apparatus Schedule, attached hereto.
2. Testing: The Seller agrees to provide current 3rd Party NFPA Test Certifications for the Aerial Device. Certificates will be provided at time of acceptance.
3. Delivery: The Apparatus shall be ready for delivery within ninety (90) calendar days after the receipt of the approved and signed Agreement.
4. Familiarization: A representative shall, upon Purchaser's request, be furnished by the Seller to demonstrate the Apparatus for the Purchaser and to provide its employees with information regarding the operation and handling of the Apparatus.
5. Pricing and Payment: The Purchaser agrees to pay the Seller **Two Hundred Thirty-five Thousand Dollars (\$235,000.00)**, excluding any State, Federal, FET or local taxes due. Payment in full is due upon delivery and acceptance of the Apparatus.

5.1 All payments shall be made payable to Seagrave Fire Apparatus, LLC and shall be mailed directly to:

*Seagrave Fire Apparatus, LLC
7285 Solutions Center
Chicago, IL 60677-7002*

6. Taxes: Unless Purchaser provides Seller with a valid tax-exempt certificate, Purchaser will be charged applicable sales tax in connection with the services provided hereunder. Purchaser hereby agrees to pay any such sales tax. Invoices shall separately identify any sales tax and shall include either Seller's sales tax or use tax permit number.
7. Limited Warranties: The Seller provides Limited Warranties on the Apparatus as specified in Schedule B – Limited Warranties, attached hereto.
8. Ownership: The Apparatus covered by this Agreement shall remain the property of the Seller until the Apparatus is delivered to and accepted by the Purchaser, as documented by a signed acceptance certificate as specified in Schedule C – Customer Acceptance Certificate, attached hereto ("Acceptance Certificate"). Risk of loss and all responsibilities of ownership shall pass to the Purchaser at the time that the Acceptance Certificate is signed by the Purchaser.
9. Indemnification: Except for damages, claims or losses due to Seller's acts or gross negligence, Purchaser, to the extent permitted by law, will indemnify and hold Seller and Seller's property,



SEAGRAVE FIRE APPARATUS, LLC

free and harmless from any liability for losses, claims, injury to or death of any person, including Purchaser, or for damage to property arising from Purchaser using and possessing the Apparatus, or from the acts or omissions of any person or persons, including Purchaser, using or possessing the Apparatus with Purchaser's express or implied consent. The provisions hereof shall survive expiration or termination of this Agreement.

10. Exclusion of Consequential and Incidental Damages: Notwithstanding anything to the contrary herein or in any agreement between Seagrave and Purchaser, in no event shall Seagrave be liable for any consequential, incidental, special, indirect, or punitive damages whatsoever, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theory of law or equity, with respect to vehicles or other products sold by Seagrave or their operation, failure to operate, any defects therein, any undertakings, acts, or omissions related thereto, regardless of whether Seagrave has been informed of the possibility of any such damages. Without limiting the generality of the foregoing, Seagrave specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.
11. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to principles of conflict of laws. Each party hereby consents to the exclusive personal jurisdiction of the federal courts located in the state courts sitting in Waupaca County, Wisconsin, or the U.S. Federal Court for the Eastern District of Wisconsin.
12. Entire Agreement: This Agreement, including all of the Schedules provided herein or delivered pursuant hereto that form a part hereof, contain the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior understandings and agreements or representations by Seller or between Seller and Purchaser with respect to the subject matter.
13. Notice: Any notices required or made hereunder shall be provided in writing by overnight delivery service, certified mail, return receipt requested, or confirmed facsimile transmission to the address of the party set forth in the preamble of this Agreement. Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.
14. Amendments: This Agreement may be amended only by a written instrument duly executed by both the parties.
15. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together constitute a single instrument.
16. Force Majeure: If the performance of any obligation under this Agreement by Seller is prevented or delayed, in whole or in part, by reason of force majeure, or the consequence thereof, affecting Seller, such force majeure to include, but not limited to, acts of God, fire, flood, terrorism, war, civil unrest, government restrictions, lack of materials, lockouts, labor disputes or other causes not within the control of Seller, then Seller shall be given such additional time as is reasonable to perform in view of the nature and extent of the force majeure.
17. Purchase of New Truck: In the event Purchaser contracts from Seller a new Seagrave Aerialscope Truck ("New Aerialscope") within twenty-four (24) months from the date of this Agreement, the Seller



SEAGRAVE FIRE APPARATUS, LLC

agrees to purchase the Seagrave 1999 Rearmount Aerial, JP06DA, VIN: 1F9F038J0XCST2995 ("1999 Rearmount Aerial") from Purchaser for the amount of One Hundred Thousand and no/100 (\$100,000.00) Dollars; if Purchaser contracts the New Aerialscope from Seller between twenty-four (24) and thirty-six (36) months from the date of this Agreement, the Seller agrees to purchase the 1999 Rearmount Aerial from Purchaser for the amount of Fifty Thousand and no/100 (\$50,000.00) Dollars; and, if Purchaser orders the New Aerialscope from Seller after thirty-six (36) months from the date of this Agreement, the amount that Purchaser will receive from Seller will be zero (\$0) dollars.

18. Return of Used Truck: Should Purchaser elect to purchase the New Aerialscope from Seller, the Purchaser shall, upon receipt of the New Aerialscope, return the 1999 Rearmount Aerial to such location as Seller shall reasonably designate in good working condition and otherwise in the same condition and appearance as when received by Seller, ordinary wear and tear excepted. Upon failure of Purchaser to return the 1999 Rearmount Aerial in such condition, Purchaser hereby agrees to pay (and/or indemnify and/or reimburse Seller for the payment of) upon demand therefor, in addition to any other amounts required hereunder, any cleaning and maintenance charges and any cost incurred by Seller to restore the returned 1999 Rearmount Aerial to the condition stated and required above.
19. Binding Offer: This Agreement is valid only if signed by both parties within fifteen (15) days of the date first written above. To be binding, the Agreement must be signed by an Officer of the Seller.

(End of Agreement)
(Signatures to Follow on Next Page)

Attachment: SEAGRAVE FIRE APPARATUS (2019-302 : Authorizing the leasing of a factory certified pre-owned fire apparatus)



SEAGRAVE FIRE APPARATUS, LLC

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement to be effective as of the last day and year set forth below.

ASBURY PARK FIRE DEPARTMENT ("Purchaser")

Signature: _____

Name: _____ (Print)

Title: _____

Date: _____

Notices:

Company: ASBURY PARK FIRE DEPARTMENT

Address: _____

Attention: _____

Telephone: _____

SEAGRAVE FIRE APPARATUS, LLC ("Seller")

Signature: _____

Name: Ulisses Parmeziani

Title: VP and COO

Date: _____

Notices:

SEAGRAVE FIRE APPARATUS, LLC

105 E. 12th Street

Clintonville, WI 54929-1518

Attention: Ulisses Parmeziani

Telephone: 715-823-2141

Facsimile: 715-823-5768

E-mail: ulisses.parmeziani@seagrave.com

Attachment: SEAGRAVE FIRE APPARATUS (2019-302 : Authorizing the leasing of a factory certified pre-owned fire apparatus)



SEAGRAVE FIRE APPARATUS, LLC

Schedule A – Apparatus Schedule

Customer	Asbury Park Fire Department 800 Main Street Asbury Park, NJ 07712
Equipment	1999 SEAGRAVE 100' RA-100 Patriot Rear Mount Ladder Original Apparatus Sales Order Number: 75739 Original Apparatus Model: JP06DA VIN #: 1F9F038J0CST2005
Cost	\$235,000.00

SPECIFICATIONS

CAB -

Seagrave Extended 'J' Cab, Four-Door
Seating for six (6)
Five (5) SCBA Seats
Air-Ride Driver Seat
Galvanneal Steel
Supplemental Steps under each cab door.
Stainless Steel Fenderettes
Module Forward Cab and Crew Cab Heaters with Shut-Off Valves Air Conditioning
Speedometer and Officer's Spring Brake Control
FDNY Specific Electrical System Components
Batteries – Six (6) 1150 CCA
Rear Roof Ventilation Fans

WHEELBASE -

233"

FRAME -

Full Innerliner
Reinforced Painted Front Bumper
Glad Hands provided under Front Bumper for Towing
Manufactured/Welded Crossmembers

FRONT AXLE -

Model #FL-941
18,000 Lb. Rated
Spring Suspension
Disc Brakes
ABS

REAR AXLE -

Meritor #RT40-145
40,000 Lb. Rated
Hendrickson Walking Beam Suspension
Disc Brakes



SEAGRAVE FIRE APPARATUS, LLC

TIRES -

Front Axle – 315/80R22.5

Rear Axle – 11R22.5

WHEELS -

Painted Steel

VOGEL LUBRICATION SYSTEM

ENGINE -

Detroit Series 60

370 Horsepower

Charged Air-Cooled

EPQ Certified

Engine Miles - 80190

Clutch Fan

ALTERNATOR -

Niehoff 290 AMP

TRANSMISSION -

Allison Model #HD4060P

Four (4) Speed Automatic

TELMA -

Driveline Brake

BODY -

Galvanneal Steel Construction

FDNY Design Body Compartments - both sides.

Hinged Steel Doors

'D' Style Compartment Handle

Rubber Fenderettes on Rear Tandem

Black Poly Rub Rails

OUTRIGGERS -

Two (2) Outriggers, one (1) each side at the rear.

AERIAL -

100 Ft. PA-100 Patriot Rear Mount Ladder

Steel Four (4) Section Ladder - 250 Lb. Rated Tip Capacity

City Nameplates one (1) each side of the Base Section

GENERATOR -

AMPS Hydraulic Generator

8-KW

WARNING DEVICES

VISUAL -

Whelen Light Bars

Arrow Stick

Rear Beacons

AUDIBLE -

Electronic Siren / PA

Electric Horn

Air Horn

Schedule B – Limited Warranties

Seagrave Fire Apparatus, LLC

FACTORY CERTIFIED PRE-OWNED APPARATUS

Six Month Limited Warranty

Limited Warranty

Subject to the limitations and exclusions set forth below, Seagrave Fire Apparatus, LLC ("Seagrave") warrants to the purchaser that the Factory Certified Pre-owned Apparatus ("Apparatus") shall be free from defects under normal use and service ("Limited Warranty"). Such Limited Warranty shall be in effect for a period ending six (6) months after the date of delivery of the Apparatus to the purchaser ("Warranty Period").

Seagrave's obligation under this Limited Warranty is subject to the following conditions precedent: (a) purchaser must notify Seagrave in writing of the claimed defect within thirty (30) days after the first date of discovery, but in any event prior to the expiration of the Warranty Period; (b) written approval must be obtained from Seagrave's Customer Service Department prior to any repair or replacement of any materials covered within this Limited Warranty; (c) unless Seagrave directs otherwise, the claimed defective item(s) shall be returned to Seagrave, or to Seagrave's designee, promptly after the notification. The purchaser shall be responsible for the cost of transportation and for risk of loss or damage to the Apparatus or materials during transportation; (d) Seagrave reserves the right to thoroughly examine the Apparatus, or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed defect is covered by this Limited Warranty; (e) repair or replacement must be made by an authorized manufacturers service center approved in advance, in writing, by Seagrave. Failure to obtain the advance approval voids this Limited Warranty. Coverage under this Limited Warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Seagrave, to make the repair or replacement. Labor time or amounts deemed excessive by Seagrave are not covered under this Limited Warranty; and (f) this Limited Warranty shall apply only if the Apparatus is properly maintained in accordance with Seagrave's maintenance instructions and manuals and is used in service, which is normal to the particular Apparatus model. Normal service means service, which does not subject the Apparatus to stresses or impacts greater than those that normally result from the careful use of the Apparatus. All maintenance performed must be documented for proof of compliance by the purchaser. Such documentation must be made readily available and provided to Seagrave within ten (10) days upon request.

This Limited Warranty terminates upon transfer of possession or ownership of the Apparatus from the purchaser.

Notwithstanding anything to the contrary herein, Seagrave makes no warranty whatsoever as to: (a) any , components, attachments or accessories supplied with or on the Apparatus that are not manufactured by Seagrave, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; and with respect to all such parts, components, attachments and accessories, Seagrave shall assign to purchaser the applicable warranties, if any, made by the respective manufacturers thereof; (b) the Apparatus, components, any part, attachment, or accessory damaged by misuse, neglect, improper maintenance or accident. Any determination of neglect or damage during the full Warranty Period will void this Limited Warranty; (c) the Apparatus or components, any part, attachment or accessory thereof that has been repaired, altered or assembled in any way by any person or entity other than Seagrave which, in the sole judgment of Seagrave, adversely affects the performance, stability or purpose for which it was manufactured; (d) any modification or repair performed during the full Warranty Period excluding regular scheduled maintenance or the replacement of non-warrantable wearable components without prior written authorization from Seagrave will void this Limited Warranty; (e) products or parts which may, in the ordinary use, wear out and have to be replaced during the Warranty Period, including, but not limited to, tires, fluids, gaskets, filters and light bulbs; (f) normal maintenance services or adjustments, including but not limited to fuel system cleaning, wheel alignment and balancing, engine tune-up, brake inspection or adjustment, nor to the replacement of fluids, oil seals or filters. Seagrave assumes no responsibility for the assembly of its parts or subassemblies into finished products or vehicles unless the assembly is performed by Seagrave.

Purchaser's Exclusive Remedy

If the Apparatus fails to conform to the warranty set forth in the Limited Warranty during the Warranty Period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, purchaser must notify Seagrave within the time period specified herein and shall make the Apparatus and all maintenance records available for inspection by Seagrave or its designated agent. At the request of Seagrave, any allegedly defective Apparatus shall be returned to Seagrave or an authorized Seagrave representative by the purchaser for examination and/or repair. The purchaser shall be responsible for the cost of all such transportation including loading and unloading and for loss of or damage to the Apparatus during transportation. Within a reasonable time, Seagrave shall repair or replace (at Seagrave's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance, in writing, by Seagrave. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

Exclusion of Consequential and Incidental Damages

Notwithstanding anything to the contrary herein or in any agreement between Seagrave and purchaser, IN NO EVENT SHALL SEAGRAVE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY SEAGRAVE OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SEAGRAVE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Seagrave specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Disclaimer of Warranties

THE WARRANTY SET FORTH IN THE PREVIOUS PARAGRAPHS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SEAGRAVE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTIES ARISING BY OPERATION OF LAW, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SEAGRAVE FIRE APPARATUS, LLC, OTHER THAN AS SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED AND SIGNED BY THE CEO OF SEAGRAVE FIRE APPARATUS, LLC.

Seagrave reserves the right to make changes to Seagrave's products without incurring any obligation to modify or improve previously manufactured products.

Note: Any Surety Bond, if part of the sale of the vehicle as to which this Limited Warranty is provided, applies only to this Seagrave Limited Warranty for such vehicle, and not to other warranties made by Seagrave in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Seagrave) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle

Page 1 of 2

Schedule B – Limited Warranties

Seagrave Fire Apparatus, LLC FACTORY CERTIFIED PRE-OWNED AERIAL DEVICE *One Year Structural Integrity Limited Warranty*

Limited Warranty

Subject to the limitations and exclusions set forth below, Seagrave Fire Apparatus, LLC ("Seagrave") warrants to the purchaser that the Aerial Device included as part of a Factory Certified Pre-owned Apparatus ("Aerial Device") is free of structural failures caused by defective design or workmanship for a period ending three (1) year after the date on which the Aerial Device is first delivered ("Warranty Start Date" or "WSD") to the purchaser.

This warranty is limited to the torque box, turntable, aerial sections, boom sections and structural components of outriggers or jack beams, as identified in Seagrave's specifications, of the Aerial Device. This warranty applies only if the original purchaser provides to Seagrave dated test results showing that the Aerial Device: (a) has been, at least annually, visually examined by a third party testing agency approved by Seagrave; and (b) has been nondestructive tested by a third party testing agency approved by Seagrave in accordance with the then latest revision of NFPA 1914. All results must be submitted to Seagrave's Customer Service Department within thirty (30) days after the examination or test or otherwise this warranty is void. Further, the Aerial Device must be properly maintained in accordance with Seagrave's maintenance instructions and manuals and is used in service, which is normal to the particular Aerial Device model. Normal service means service, which does not subject the Aerial Device to stresses or impacts greater than those that normally result from the careful use of the Aerial Device. All maintenance performed must be documented for proof of compliance by the purchaser. Such documentation must be made readily available and provided to Seagrave within ten (10) days upon request.

This warranty terminates upon transfer of possession or ownership of the Factory Certified Pre-owned Apparatus or Aerial Device from the purchaser.

Seagrave's obligation under this warranty is limited to repairing or replacing, as Seagrave may elect, without charge to the original purchaser, the structural component or components which Seagrave, after examination, finds, to Seagrave's satisfaction, to have structurally failed due to defective design or workmanship.

Seagrave's obligation under this warranty is subject to the following conditions precedent: (a) that the claimed failure shall have first appeared during the warranty period; (b) that the original purchaser shall have notified Seagrave in writing of the claimed failure within thirty (30) days after the first date of discovery, but in any event prior to the expiration of the warranty period; (c) that, unless Seagrave directs otherwise, the claimed failed item or items shall have been returned to Seagrave, or to Seagrave's designee, promptly after the notification, with transportation charges prepaid; (d) Seagrave reserves the right to thoroughly examine the Aerial Device or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty; (e) in advance of the original purchaser effecting repair or replacement of a structural component or components found by Seagrave to have structurally failed due to defective design or workmanship, written approval for the repair or replacement must be obtained from Seagrave's Manager Customer Service or the CEO; (f) repair or replacement must be made by a facility approved in advance by Seagrave. Failure to obtain the advance approval voids this warranty; and (g) coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Seagrave, to make the repair or replacement. Labor time or amounts deemed excessive by Seagrave are not covered under this warranty.

This warranty does not apply to or cover: (a) normal maintenance services or adjustments; (b) any item that has been repaired, replaced or altered by a facility not approved in advance, in writing, by Seagrave's Customer Service Department, or in a manner which, in Seagrave's judgment, may adversely affect the operation or longevity of the Aerial Device or item; (c) integral parts, components, aftermarket or trade accessories not manufactured by Seagrave; (d) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (e) any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge or normal maintenance or adjustments; (f) time required to unload or reload the Aerial Device or item; (g) nonstructural breakage or cracking; (h) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component, as identified in Seagrave's specifications, of the aerial device due to defective design or

workmanship; (i) transportation fees or charges to or from any facility; or ten (10) defects if the Aerial Device is damaged, dented, scratched, corroded or rusted from severe salt or road corrosive materials; faded or discolored by exposure to heat or severe sun conditions or environmental conditions.

This warranty is void if Seagrave determines that the Aerial Device has been neglected, misused, altered, overloaded, loaded to a state of excessive imbalance side-to-side, or damaged. This warranty is also void if Seagrave determines that the warranty claim is false or misrepresented, that the Aerial Device has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the Aerial Device or item in a manner or for a purpose other than that for which Seagrave intended or designed the Aerial Device.

Purchaser's Exclusive Remedy

If the Aerial Device fails to conform to the warranty set forth in the Limited Warranty on this page during the Warranty Period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, purchaser must notify Seagrave within the time period specified above and shall make the Aerial Device and all maintenance records available for inspection by Seagrave or its designated agent. At the request of Seagrave, any allegedly defective Aerial Device shall be returned to Seagrave or an authorized Seagrave representative by the Purchaser for examination and/or repair. The purchaser shall be responsible for the cost of all such transportation including loading and unloading and for loss of or damage to the Aerial Device during transportation. Within a reasonable time, Seagrave shall repair or replace (at Seagrave's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance, in writing, by Seagrave. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

Exclusion of Consequential and Incidental Damages

Notwithstanding anything to the contrary herein or in any agreement between Seagrave and Purchaser, IN NO EVENT SHALL SEAGRAVE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY SEAGRAVE OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SEAGRAVE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Seagrave specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Disclaimer of Warranties

THE WARRANTY SET FORTH IN THE PREVIOUS PARAGRAPHS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SEAGRAVE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTIES ARISING BY OPERATION OF LAW, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SEAGRAVE FIRE APPARATUS, LLC, OTHER THAN AS SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED AND SIGNED BY THE CEO OF SEAGRAVE FIRE APPARATUS, LLC. Seagrave reserves the right to make changes to Seagrave's products without incurring any obligation to modify or improve previously manufactured products.

NOTE: Surety bond, if required, applies only to Seagrave's Basic One Year Limited Warranty, and not to this or any other or extended warranty made by Seagrave or any of Seagrave's suppliers.



SEAGRAVE FIRE APPARATUS, LLC

Schedule C – Customer Acceptance Certificate

By signature below, the customer acknowledges that work has been completed and accepts ownership and all risks of ownership, including responsibility for, but not limited to taxes, insurance and associated fees or obligations inherent to ownership of the noted vehicle and all loose equipment required per the noted contract/purchase order.

Seagrave Sales Order Number: 75739

Customer Contract/P.O. # _____

VIN#: 1F9F038J0XCST2995

Mileage: _____

Backordered Items: _____

SEAGRAVE FIRE APPARATUS, LLC ("Seller")

ASBURY PARK FIRE DEPARTMENT ("Purchaser")

Signature

Signature

Ulisses D. Parmeziani

Name

Name (Print or Type)

VP & COO

Title

Title

Date

Date

Fax to the attention of: Sarah Biadasz (715) 823-5768 Or email
to: sarah.biadasz@seagrave.com

Attachment: SEAGRAVE FIRE APPARATUS (2019-302 : Authorizing the leasing of a factory certified pre-owned fire apparatus)



RESOLUTION NO. 2019-303

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

RESOLUTION AUTHORIZING THE PURCHASE OF TRAFFIC SIGNAL EQUIPMENT

WHEREAS, the City has a need to purchase various traffic signal equipment; and

WHEREAS, the City has solicited and obtained three quotes from Intelligent Traffic Supply Products, LLC, Tiffany Electric, Inc. and Signal Control Products, Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for this purchase to Intelligent Traffic Supply Products, LLC in an amount of \$19,927.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 9-06-55-502-000-201. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of various traffic signal equipment in the amount of \$19,927.00 and a copy of this Resolution shall be provided to the Director of Transportation, City Manager, CFO and Director of Purchasing.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-303 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 11th DAY OF September, 2019.

**MELODY HARTSGROVE
DEPUTY CITY CLERK**



RESOLUTION NO. 2019-304

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

RESOLUTION AUTHORIZING THE PURCHASE OF A SUMMIT POSITIVE DISPLACEMENT PUMP FOR THE SEWER PLANT

WHEREAS, the City has a need to replace a twenty year old sludge transfer pump at the Sewer Plant; and

WHEREAS, the City has solicited and obtained three quotes from Metro Pumps & Systems Inc, Flow-Matics Inc. and Bendlin Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of a new Summit Positive Displacement Pump to Metro Pumps and Systems Inc. in an amount of \$7,768.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account C-08-55-526-013-002. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of a new Summit Positive Displacement Pump in the amount of \$7,768.00 and a copy of this Resolution shall be provided to the Superintendent of DPW, City Manager, CFO and Director of Purchasing.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-304 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



30 Liberty Street
Edison, NJ 08837
Phone 732-738-6210
Fax 732-738-6211
www.metro-pumps.com

August 8, 2019

Rudolph J Corona
City of Asbury Park
1700 Kingslay Street
Asbury Park, NJ 07712

Reference: Moyno Pump we picked-up for inspection and repair quote. SO: 8718

Dear Rudy:

The following work scope will be performed to restore and enhance your pump equipment.

Your equipment has been disassembled cleaned and inspected. Our inspection has revealed the following as found conditions: No packing gland installed on pump when we picked up. Drive shaft has deep grooves, scoring and excessive wear. Packing was not able to seal in manner intended.

The root causes for the equipment repair are listed as follows:

- Corrosion, erosion, preventative maintenance.

Parts to be repaired: Pump Casing & Bearing Housing -

Parts to be replaced: Thrust plate, seal support, gear joint seal, drive shaft, bearings thrust and radial, Packing gland halves, packing, lantern ring, stator, Stator gasket, inspection plate gasket, retaining ring, connecting rod, gear joint shell, rotor, primary thrust plate, all gaskets and seals. Hardware where necessary. All major items to be replaced.

Once all repairs have been completed the pump will be fully assembled, hydro tested, tagged, painted and made ready for shipment.

Total repair price: \$ 7,425.00 + \$ 475.00 inspection fee = \$ 7,900.00

New Pump as manufactured by Moyno - 1F036G1CDQ3AAA - bare pump exact duplicate to your unit

Total new pump price: \$ 8,970.00 + \$ 475.00 inspection fee = \$ 9,445.00

New Summit Pump - identical non-OEM equivalent - Model 1SPF036 - identical fit and function to Moyno

Total new pump price: \$ 7,093.00 + \$ 475.00 inspection fee = \$ 7,568.00

Lead times: Repair - 3-4 weeks, New Moyno pump - 5-6 weeks, New Summit pump - 3-4 weeks

Freight FOB Shipping Point, PPD & ADD, Payment Terms N-30 Days, Quotation is Valid for 30 Days
Metro Pumps and Systems Standard Terms and Conditions Apply

If you have any questions in regard to this quotation please contact me.

Sincerely,
Jeffrey Venturella
Senior Inside Sales Representative
Metro Pumps and Systems

CC: Vito Gullo - Metro Pumps and Systems

Pumps, Parts, Systems, Engineering Services, Field & Shop Repairs, Upgrades

Attachment: Summit Positive Displacement Pump Quotes (2019-304 : Authorizing the purchase of a Summit Positive Displacement Pump)

BME

FLOW-MATICS, INC.

RIVER EDGE, NEW JERSEY 07661
PHONE # (201) 265-4411 FAX # (201) 265-1368

FLOWMATICS@VERIZON.NET

August 13, 2019

City of Asbury Park
1700 Kingslay Street
Asbury Park, NJ 07712

RE: Moyno Pump Repair

Rudolph J Corona,

Your Moyno pump that was in for repair, needs to be replaced
We a new pump we offer two options:

-New pump: a Moyno pump # 1F036G1DQ3AAA- bare pump exact
Duplicate to your unit.....\$ 10,495.00 net
Delivery is 5-6 weeks

- New Summit Pump- identical non OEM equivalent:
Model 1SPF036 (identical fit and function to Moyno)
Your net price is\$ 8,510.00
Delivery is 3-4 weeks

Freight is FOB shipping point, PPD & Add, Net 30 days

If you have any questions please call.



Steve Grenz
Flow-Matics, Inc.
River Edge, NJ 07661



To: NYC DEP

Quote: #636

DATE: August 13, 2019

PROJECT: Pump Repair

BENDLIN INCORPORATED (hereinafter referred to as "Seller") hereby agrees to sell to the Buyer (listed above) the designated items below are subject to all terms listed below:

The following work scope will be performed to restore and enhance your pump equipment.

Your equipment has been disassembled cleaned and inspected. Our inspection has revealed the following as found conditions: No packing gland installed on pump when we picked up. Drive shaft has deep grooves, scoring and excessive wear. Packing was not able to seal in manner intended.

The root causes for the equipment repair are listed as follows:

- Corrosion, erosion, preventative maintenance.

Parts to be repaired: Pump Casing & Bearing Housing

Parts to be replaced: Thrust plate, seal support, gear joint seal, drive shaft, bearings thrust and radial, Packing gland halves, packing, lantern ring, stator, Stator gasket, inspection plate gasket, retaining ring, connecting rod, gear joint shell, rotor, primary thrust plate, all gaskets and seals. Hardware where necessary. All major items to be replaced.

Once all repairs have been completed the pump will be fully assembled, hydro tested, tagged, painted and made ready for shipment.

Total repair price: \$ 8800.00 + \$ 500.00 inspection fee = \$ 9,300.00

New Pump as manufactured by Moyno - 1F036G1CDQ3AAA - bare pump exact duplicate to your unit

Total new pump price: \$ 10,000.00 + \$ 500.00 inspection fee = \$ 10,500.00

New Summit Pump - identical non-OEM equivalent - Model 1SPF03B - identical fit and function to Moyno

Total new pump price: \$ 8500.00 + \$ 500.00 inspection fee = \$ 9,000.00

Lead times: Repair - 4-6 weeks, New Moyno pump - 5-8 weeks, New Summit pump - 3-4 weeks

Total Price: \$See above Freight is included in total price. No State or local taxes in pricing.

Terms: Net 30 days. The fee for credit card if used is 3.3% please add to total.

Shipment: See Above

Prepared by: Barbara A. Bendlin

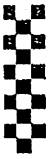
Bendlin Incorporated EIN #222745273

NY Vendor Code #00001016817

WATER & WASTEWATER TREATMENT EQUIPMENT

P.O. Box 4194 Clinton, NJ 07012 973.574.0000 FAX 973.574.0020 BENDLININC@AOL.COM

Attachment: Summit Positive Displacement Pump Quotes (2019-304 : Authorizing the purchase of a Summit Positive Displacement Pump)



6/12/19

CITY OF ASBURY PARK
Wastewater Treatment Plant—Sewer Utility Division
PURCHASE REQUEST

DATE 8/13/2019

DESCRIPTION of Purchase: SUMMIT MODEL 1SRF036
POSITIVE DISPLACEMENT PUMP.

REASON for Purchase 20 YEAR OLD SLUDGE
TRANSFER PUMP NOT COST EFFECTIVE TO
REPAIR. BEST OPTION: NEW PUMP.

Amount \$ 7568.00

VENDOR'S NAME AND ADDRESS: METRO PUMP & SYSTEMS
JEFF VENTURELLO

REMARKS:

SEE ATTACHED
QUOTES / INFO.

REQUESTED BY: _____
CHIEF OPERATOR _____
DPM DIRECTOR _____

COI
Gale Brown—Admin Secretary, DPM

Attachment: Summit Positive Displacement Pump Quotes (2019-304 : Authorizing the purchase of a Summit Positive Displacement Pump)



RESOLUTION NO. 2019-305

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

RESOLUTION AUTHORIZING THE PURCHASE OF CYBER SECURITY TESTING SERVICES

WHEREAS, the City has a need for cyber security testing citywide; and

WHEREAS, the City has solicited and obtained three quotes from LANWatch, LLC, CDW-G LLC and Center for Internet Security; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for this purchase to LANWatch, LLC in an amount of \$6,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 9-01-20-100-000-201. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of cyber security testing services in the amount of \$6,000.00 and a copy of this Resolution shall be provided to the Director of IT, City Manager, CFO and Director of Purchasing.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-305 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

LANWatch, LLC

103 Bond Street
Bridgewater, NJ 08807
908-385-7705

August 1, 2019

Joseph Dellaragione, CGCIO
Network Administrator
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

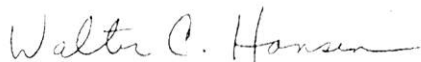
Dear Mr. Dellaragione:

Thank you for giving LANWatch, LLC the opportunity to present this proposal for the provision of Cyber Security Testing Services. We believe we understand the City's requirements and we are confident we have the ability to satisfy those needs.

In the following pages I have outlined the scope of work, identified the responsibilities of each organization and stated the cost of services. I have also included a copy of our BRC.

Upon receipt of a signed agreement and a purchase order in the amount of \$6,000, we will begin scheduling the assessment.

If you have any questions, please do not hesitate to contact me.



Walter C. Hansen, CGCIO
President

Cybersecurity Testing Services -AGREEMENT

Prepared for:

Joe Dellaragione, Technology Director
City of Asbury Park, NJ

Prepared by:

Walter Hansen, CEO
LANWatch, LLC

Cybersecurity Testing Services -AGREEMENT

CYBERSECURITY TESTING AND ANALYSIS

Client Deliverable Summary

LANWatch, LLC will perform a network architecture, infrastructure and cybersecurity analysis.

We will provide you with a timeline of what to expect, aggressively engage your business software, network, website and full environment to identify structural weaknesses, security holes and vulnerabilities, then help you to understand the issues we find, at both the enterprise and technical levels.

To perform the network architecture, infrastructure and cybersecurity analysis, we will start by reviewing your overall network structure and components for potential optimizations and recommendations based on secure industry standard best practices, including:

- Network Infrastructure Overview
 - Routers, Switches, Firewalls, Servers and EDG Network Devices, Including Mobile Devices
- Remote Access Services Review
 - Remote Office, Virtual Private Networks (VPNs)

We will then conduct a cybersecurity analysis, using both automated and nonautomated methods, that will attempt to identify network security vulnerabilities and software configuration errors on network-attached equipment. A full resultant data set analysis is included below.

An executive summary, technical summary and full technical report will be provided at the close of the project.

Resultant Data Set Analysis

Security engineer analysts will model gathered data and provide a final deliverable. The deliverable elements from the discovery will consist of:

- Network architecture recommendations
- Network infrastructure recommendations
- Compliance with National Institute of Standards in Technology (NIST) controls
- Safe technology use policy recommendations
- Any unauthorized access to sensitive confidential information
- Attack surface actors able to modify or destroy data
- Instances where there is operation of trusted business systems for non-business purposes
- Identification of perimeter and edge defenses and monitoring systems
- All aspects of your email system
- All end user devices and respective software
- Weak/default administrator and vendor credentials
- Unsecured network shares

Proprietary and Confidential
LANWatch, LLC

Cybersecurity Testing Services -AGREEMENT

- Vendor supplied/managed systems
- Weak or poor patch/update management
- Live hosts and services available on the network
- Patch management accuracy / hot-fix scanning accuracy
- Configuration audits of key servers and routing devices
- User account and password auditing
- Active directory object management / LDAP management accuracy
- End point protection analysis, including tablets, phones, workstations
- Determination of 3rd party vendor installed/maintained systems
- Determination of network/system security architecture
- Extensive validation of PCI compliance and penetration testing
- Password hashing

Role of Client

Client involvement is critical to success. Key assumptions of client to project include:

- Completion of Initial Assessment Questionnaire (estimated thirty minutes)
- Setup of dedicated Virtual Machine (VM)
- Virtual Private Network (VPN) access to the VM

Summary Terms and Signature

LANWatch, LLC and the CLIENT have agreed to the following terms and conditions regarding the network security reviews, tests and analysis to be performed by LANWatch, LLC:

1. LANWatch, LLC will perform a network architecture and cybersecurity analysis. This analysis will be a partially automated test that will attempt to identify network architecture flaws, network security vulnerabilities and software configuration errors on network-attached equipment.
2. LANWatch, LLC is authorized by the CLIENT to perform the security testing, analysis and phishing campaign.
3. LANWatch, LLC will perform tests in a responsible and professional manner in accordance with best practices and will work not to change or revise any applications, data, programs or network-attached devices.
4. LANWatch, LLC does not guarantee tests, and analysis results will mean the CLIENT's network is secure from every form of attack.
5. The CLIENT guarantees it has the legal right to subject the designated network to security testing and analysis.
6. The CLIENT will not hold LANWatch, LLC liable for any indirect, punitive, special, incidental, or consequential damage (including but not limited to loss of business, revenue, profits, use, data or other economic advantage) however it arises, whether for breach or in tort, even if LANWatch, LLC has been previously advised of the possibility of such damage.

Proprietary and Confidential
LANWatch, LLC

Cybersecurity Testing Services -AGREEMENT

7. The CLIENT has the sole responsibility for adequate protection and backup of data and equipment used in connection with the security analysis and testing and will not make a claim against LANWatch, LLC for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the tests.
8. LANWatch, LLC will not divulge any information that has been disclosed between parties in relation to the security testing, analysis and phishing campaigns. All results are confidential.
9. Confidential information disclosure to a third party will require written authorization from the other party.
10. Confidential material will be destroyed immediately after security testing, analysis and phishing campaigns unless the information is necessary for drafting deliverable reports.
11. The CLIENT agrees not to notify legal or public authorities of this security analysis and testing.
12. LANWatch, LLC reserves the right to use MCPlus, a cyber security consulting company with specific expertise, as a subcontractor on this project if/when necessary. MCPlus will be bound to the same requirements as LANWatch.
13. Security testing and analysis will last 30 hours cumulatively and the cost for the work is \$6,000.00.

The CLIENT authorizes LANWatch, LLC to perform the agreed network architecture review, ethical hacking, security testing and analysis necessary to evaluate the security of the CLIENT's network resources.

CLIENT Authorized Signature and Date:

CLIENT

DATE

LANWATCH, LLC Authorized Signature and Date:

Walter C. T.
LANWATCH, LLC

8-1-2019
DATE

QUOTE CONFIRMATION



DEAR SGT. JOHN BROYLES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KVGZ873	8/15/2019	KVGZ873	0876500	\$28,032.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NEW ITEMS DO NOT PICK THIS LINE Mfg. Part#: NEW-ITEM Contract: MARKET	112	NEW-ITEM	\$192.00	\$21,504.00
NEW ITEMS DO NOT PICK THIS LINE Mfg. Part#: NEW-ITEM Contract: MARKET	34	NEW-ITEM	\$192.00	\$6,528.00

PURCHASER BILLING INFO	SUBTOTAL	\$28,032.00
Billing Address: CITY OF ASBURY PARK ACCTS PAYABLE 1 MUNICIPAL PLZ **CLAIMANT DECLARATION** ASBURY PARK, NJ 07712-7026 Phone: (732) 775-2100 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$28,032.00
DELIVER TO	Please remit payments to:	
Shipping Address: CITY OF ASBURY PARK SGT. JOHN BROYLES 1 MUNICIPAL PLZ **CLAIMANT DECLARATION** ASBURY PARK, NJ 07712-7026 Phone: (732) 775-2100 Shipping Method: DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Joe Rewick IV

(855) 822-1196

josrewi@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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Attachment: Cyber Security Testing Services (2019-305 : Authorizing the Purchase of Cyber Security Testing Services)

Joe Dellaragione

From: Aaron Miller <Aaron.Miller@c1security.org>
Sent: Tuesday, July 23, 2019 4:02 PM
To: Joseph Dellaragione
Subject: RE: City of Asbury Park, NJ - Security Assessment

Flag Status: Flagged

Hi Joe,

No problem. The purpose of the call was simply to provide a little more information on the scope and nature of our assessment, and discuss other goals and considerations related to your own environment, but I think I can offer some very rough numbers. Any major deviation would likely be the result of in-scope networks that may be physically separated (i.e., not reachable from a single internal point, requiring us to run tools or perform analysis processes separately or duplicatively from each network), but this is something we can certainly determine in advance with further discussion.

In terms of our assessment, and while not limited to these areas, we do have some basis of focus on assessing elements we have identified throughout the SLTT community which have become major contributors towards ongoing breaches and other large-scale disaster events. Also, though, we don't claim to address everything in the list below.

I will need to clarify a few costs as they relate to PCI scanning and penetration testing, but I would say that inclusive of all services, a ballpark estimate may be around \$30,000. For comparative purposes, and to set expectations, I have included some notes below.

- Network architecture recommendations
- Network infrastructure recommendations

We do make architecture and infrastructure recommendations during and following assessment. A portion of our assessment is focused on firewall configuration best practices, as well as ensuring suitable access controls are in place between networks of differing trusts, and we also look at exposures which are known to be high-risk or considered to be common attack vectors. As appropriate, we do also occasionally make recommendations regarding supplemental technologies which would be of clear benefit.

- Compliance with National Institute of Standards in Technology (NIST) controls

Although our assessment addresses some aspects of NIST, it is not a full NIST assessment. This is something we will likely offer in the future.

- Safe technology use policy recommendations

While we do identify unsafe operational security practices at various points in our assessment, it isn't something we directly assess. We do occasionally make policy recommendations where applicable (ex., identification of non work-related usage and corresponding Acceptable Usage Policy language probably being the most prominent example).

- Any unauthorized access to sensitive confidential information

We specifically look to see whether or not controls are in place to prevent access to sensitive information by unauthorized user. However, with a list of sensitive shares, we could parse data collected by our existing tools to ascertain this.

- Attack surface actors able to modify or destroy data

We were not completely certain how to interpret this one. However, we do examine attack surfaces.

- Instances where there is operation of trusted business systems for non-business purposes

We do identify some web and application-related misuse with data collected via our Enumeration and Scanning Program (ESP)

- Identification of perimeter and edge defenses and monitoring systems

In addition to identification, we also assess these devices against configuration and implementation best practices. In terms of the ASA's, CIS has produced and released formal guidance for these devices which is well-regarded within the industry.

- All aspects of your email system

We may not assess all aspects, though we do comprehensively assess security of the underlying host, as well as key email configurations as they relate to some of the more prominent risks (spoofing, content filtering bypass, etc.).

- All end user devices and respective software

We do run tools against all systems within the domain which generate reports using forensic artifacts collected from each hosts, which we then analyze to identify evidence of unauthorized activity, malware which may be evading detection, etc., but we do not generate system inventory reports.

- Weak/default administrator and vendor credentials

We can perform password auditing.

- Unsecured network shares

We do report on security of network shares.

- Vendor supplied/managed systems

We do identify and report on known vulnerabilities in externally-exposed vendor systems (a common source of breach), which is what I believe this line is alluding to.

- Weak or poor patch/update management

We do examine patch management policies.

- Live hosts and services available on the network

This can be provided in conjunction with internal vulnerability scanning. Informally, this can also be done via a quick NMAP scan or similar.

- Patch management accuracy / hot-fix scanning accuracy

We typically perform vulnerability scanning, rather than patch auditing, but I can get numbers on this.

- Configuration audits of key servers and routing devices

The server and network device configuration audits we perform are largely based on the configuration best practice guidelines produced and distributed by our own organization ("CIS Benchmarks"). These benchmarks are internationally used and recognized. As an aside, we have been offering most of the associated content and tools to State, Local, Tribal and Territorial government entities for free for the past year or so. The content is still paid for commercial customers. Regardless of which way you go for assessment, you're welcome to reach out to me at any time if you'd like to discuss further.

- User account and password auditing

We can perform password auditing.

- Active directory object management / LDAP management accuracy

In terms of modern attack vectors, account configurations and management practices are significant contributors to security incidents. We review a number of elements, including stale accounts, generic accounts, permission-overprovisioned accounts, accounts with heavily-aged passwords, lockout policies, etc., which is what I believe this line item refers to.

- End point protection analysis, including tablets, phones, workstations

As mentioned, we don't perform a full network inventory, though we do generally examine antivirus client deployment counts against the number of active objects in Active Directory. In terms of value, we choose to focus more directly on the detailed backend policy configurations of the product itself as they relate to the protection of all systems to which the agents are deployed.

- Determination of 3rd party vendor installed/maintained systems

As a matter of procedure, we would likely identify and report on any network-connected IoT or unique purpose-driven devices observed in the environment (SIP gateways, video recording servers, etc.). Depending on whether or not the product is reseller-based, it may require simple discussion to ascertain whether or not installation and maintenance of certain devices is a responsibility of your organization or a third party.

- Determination of network/system security architecture

This would be covered in the network topology and infrastructure recommendations, and best-practice audits of the systems.

- Extensive validation of PCI compliance and penetration testing

We can perform PCI compliance scanning (what most groups advertise) if it is desired, or if you fall under this regulation. However, we are not a certified PCI assessor, which is something different. Pentesting may be included in this line as it specifically relates to PCI requirements. Pentesting is also certainly something we can provide. However, I would also suggest that in the event you haven't formally begun building out security controls, there may be greater value or risk reduction to be had by shifting focus elsewhere (you're welcome to call me at any point to discuss).

- Password hashing

Our benchmark reports do include (among numerous other things) configuration reporting as it relates to password hash algorithms which are in use.

I'd be glad to discuss both our assessment methodology, as well as security goals and needs as they relate to your organization so please feel free to give me a call at any point.

Thanks again,

Aaron M. Miller

Senior Analyst

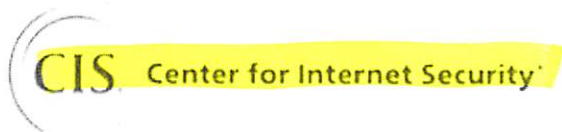
Center for Internet Security

31 Tech Valley Drive

East Greenbush, NY 12061

aaron.miller@cisecurity.org

1-518-880-0688



From: Joseph Dellaragione

Sent: Monday, July 22, 2019 12:07 PM

To: Aaron Miller <Aaron.Miller@cisecurity.org>

Subject: RE: City of Asbury Park, NJ - Security Assessment

Sorry Aaron – I didn't realize you were waiting for me on this ... We can talk this week, but I am wondering if for budgeting purposes you could give me a very ROUGH estimate of what I am looking at based on the information provided and the competing scope or work which I have posted below. Then we can round it out as we talk.

- Network architecture recommendations
- Network infrastructure recommendations
- Compliance with National Institute of Standards in Technology (NIST) controls
- Safe technology use policy recommendations
- Any unauthorized access to sensitive confidential information
- Attack surface actors able to modify or destroy data
- Instances where there is operation of trusted business systems for non-business purposes
- Identification of perimeter and edge defenses and monitoring systems
- All aspects of your email system
- All end user devices and respective software
- Weak/default administrator and vendor credentials
- Unsecured network shares
- Vendor supplied/managed systems
- Weak or poor patch/update management
- Live hosts and services available on the network
- Patch management accuracy / hot-fix scanning accuracy
- Configuration audits of key servers and routing devices
- User account and password auditing
- Active directory object management / LDAP management accuracy
- End point protection analysis, including tablets, phones, workstations
- Determination of 3rd party vendor installed/maintained systems
- Determination of network/system security architecture
- Extensive validation of PCI compliance and penetration testing
- Password hashing

Thanks
Joe

Joe Dellaragione, CGCIO
IT Director | City of Asbury Park
Office : 732-502-5729
Mobile : 732-374-6078

From: Aaron Miller <Aaron.Miller@cisecurity.org>
Sent: Friday, July 12, 2019 4:19 PM
To: Joseph Dellaragione <joe.dellaragione@cityofasburypark.com>
Subject: FW: City of Asbury Park, NJ - Security Assessment

Joe,

Thank you for the additional information. Also, apologies on the delayed response – I was called in for jury duty earlier this week.

Would you have a few minutes for a quick scoping call early next week? Let me know what your schedule looks like whenever you have a moment.

Thanks,

Aaron M. Miller
 Senior Analyst
 Center for Internet Security
 31 Tech Valley Drive
 East Greenbush, NY 12061

aaron.miller@cisecurity.org
 1-518-880-0688



From: Joseph Dellaragione
Sent: Tuesday, July 9, 2019 10:14 AM
To: Dawn Harnish <Dawn.Harnish@cisecurity.org>
Subject: RE: Security Assessment

Hey Dawn – Sorry for the delay in response here, but my answers are below in RED.

Joe Dellaragione, CGCIO
IT Director | City of Asbury Park
 Office : [732-502-5729](tel:732-502-5729)
 Mobile : [732-374-6078](tel:732-374-6078)

From: Dawn Harnish <Dawn.Harnish@cisecurity.org>
Sent: Monday, June 17, 2019 12:31 PM
To: Joseph Dellaragione <joe.dellaragione@cityofasburypark.com>
Subject: RE: Security Assessment

Good afternoon Joe,

Would it be possible for us to get some additional information for scoping purposes? We'd primarily be looking for very general information (mostly rough numbers), including:

1. Number of Active Directory domains, trusts, and forests; 3 Domains
2. Number of sites, and whether or not all sites are reachable (via the network) from a central location; 2 sites, one for police, and one for municipal. Both are firewalled with public IP's reachable from the internet.
3. Approximate number of VLAN's / subnets; PD only has 1 subnet, municipal side has 4.
4. (if known) count of systems storing sensitive data, and respective operating systems; Most systems are Windows 10, some are Windows 7. The servers are what store most of the sensitive data. There are about 5 sensitive data servers. On the PD side most computers store sensitive data so I would say about 25 and maybe 5 on the municipal side.
5. Number of servers, workstations, and Active Directory users; About 15 total servers, 200 total workstations, 150 AD users.
6. Make, model and rough count of network and perimeter devices to be included in the assessment. Both sites have Cisco ASA 5506X firewalls, PD has an additional 5505 firewall.

Please let me know if you have any questions. Also, if you'd like to set up a call around this with our CERT Team, I can put you in touch with them to get a call scheduled. Thank you.

Dawn Harnish
 Cybersecurity Solutions Manager
dawn.harnish@cisecurity.org
 (518) 880-0766



From: Joseph Dellaragione
Sent: Wednesday, June 12, 2019 9:11 AM
To: Services <services@cisecurity.org>
Subject: Security Assessment

Good Morning –

We are looking to have a security assessment done here at the City of Asbury Park. I have received a quote from one vendor who will provide the following services:

- Network architecture recommendations
- Network infrastructure recommendations
- Compliance with National Institute of Standards in Technology (NIST) controls
- Safe technology use policy recommendations
- Any unauthorized access to sensitive confidential information
- Attack surface actors able to modify or destroy data
- Instances where there is operation of trusted business systems for non-business purposes
- Identification of perimeter and edge defenses and monitoring systems
- All aspects of your email system
- All end user devices and respective software
- Weak/default administrator and vendor credentials
- Unsecured network shares
- Vendor supplied/managed systems
- Weak or poor patch/update management
- Live hosts and services available on the network
- Patch management accuracy / hot-fix scanning accuracy
- Configuration audits of key servers and routing devices
- User account and password auditing
- Active directory object management / LDAP management accuracy
- End point protection analysis, including tablets, phones, workstations

- Determination of 3rd party vendor installed/maintained systems
- Determination of network/system security architecture
- Extensive validation of PCI compliance and penetration testing
- Password hashing

However I need a competing quote due to the cost. I was wondering if you provide a similar service and if so what the approximate cost of such services are. We are a MS-ISAC member and also a member of GMIS International and GMIS NJ.

Thanks!

Joe

Joe Dellaragione, CQCI0

Director of Information Technology

City of Asbury Park

1 Municipal Plaza

Asbury Park, NJ 07712

P: 732-502-5729

Joe.Dellaragione@cityofasburypark.com

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www.NextDoor.com

www.Nixle.com

APTV Verizon Fios Ch. 30 & Cablevision Ch. 77

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RESOLUTION NO. 2019-306

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

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

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

WHEREAS, the service agreement is from November 24, 2019 through November 23, 2020 totaling \$6,335.05; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 9-01-25-240-000-218. The maximum dollar value of this purchase is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the annual service agreement for policy and training management with Power DMS in the total amount of \$6,335.05; and

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-306 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

PowerDMS

Document Management Simplified

INVOICE

101 S. Garland Ave, Ste 300
Orlando, FL 32801
P: 1.800.749.5104
F: 407.210.0113
Receivables@powerdms.com
EIN: 59-3668885

Invoice No.: 29908
Invoice Date: 08/27/2019
Due Date: 11/24/2019
Payment Terms: due on Due Date

Purchase Order No.:
Customer No.: A-8869

Billing Information
Asbury Park Police Department (NJ) 1 Municipal Plz Asbury Park, NJ 07712

Prepared for
Asbury Park Police Department (NJ) 1 Municipal Plz Asbury Park, NJ 07712 guy.thompson@cityofasburypark.com (732) 775-6124

Product	Description	Start Date	End Date	Qty	Total Price
PowerDMS0001	SDMS-AS	11/24/2019	11/23/2020	145	\$6,335.05

SUBTOTAL	\$6,335.05
Sales Tax	\$0.00
TOTAL	\$6,335.05
Payments/Credits	\$0.00
Balance Due	\$6,335.05

Questions or concerns regarding this invoice? Please contact receivables@powerdms.com or call (800) 749-5104.

Need a W-9? Click here on the electronic version of this invoice: [PowerDMS W-9 PDF](#)

Please remit checks to: PowerDMS, Inc. 101 S. Garland Ave, Ste 300 Orlando, FL 32801	Please remit electronic payments to: PNC Bank East Brunswick, NJ 08816 Routing #: 031207607 Account #: 8026392336
--	--

Attachment: POWER DMS - POLICE DEPARTMENT (2019-306 : Authorizing an annual service agreement with Power DMS for the Police



RESOLUTION NO. 2019-307

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

ENTERING IN AN AGREEMENT WITH THE ASBURY PARK HOUSING AUTHORITY FOR INCREASED PUBLIC SAFETY

WHEREAS, The Asbury Park Housing Authority (the Authority), recognizes that resident safety is a significant priority and that criminal activity which occurs within and around its sites threatens the safety of its residents; and

WHEREAS, the Authority has identified a need for additional uniformed police patrols, primarily at, but not limited to its senior sites; and

WHEREAS, the Authority has budgeted an amount not to exceed Sixteen-Thousand and Five Hundred Dollars (\$16,500.00) to be expended to reimburse the City of Asbury Park for additional police patrols to further public safety; and

WHEREAS, the City of Asbury Park Police Department will provide the Authority with a proposed schedule, written log of patrols performed, as well as any relevant incident reports for any criminal activity deterred, observed, and/or responded to; and

WHEREAS, the City and the Authority believes the added patrols will help to protect the health and safety of its residents; and

WHEREAS, the City Manager or his designee is authorized to execute a Memorandum of Understanding with the Asbury Housing Authority to further protect the health, safety and welfare of our community.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, hereby authorize the City Manager or his designee to execute an agreement with the Asbury Park Housing authority to further public safety in our community.

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

RESOLUTION NO. 2019-307 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ASBURY PARK AND ASBURY PARK HOUSING AUTHORITY
FOR
POLICE SERVICES**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 13th day of August, 2019 between the City of Asbury Park, which has municipal offices located at One Municipal Plaza, Asbury Park, New Jersey 07712 (the "City") and the Asbury Park Housing Authority, which has offices located at 1000 ½ Third Avenue, Asbury Park, New Jersey 07712 ("APHA"), hereinafter, collectively the "Parties".

WITNESSETH:

WHEREAS, the City of Asbury Park is a municipal corporation of the State of New Jersey that provides police services and protection within the borders of the City of Asbury Park; and

WHEREAS, the Asbury Park Housing Authority is a municipal corporation of the State of New Jersey serving low-income residents of the City of Asbury Park through housing subsidy programs and is located within the borders of the City of Asbury Park; and

WHEREAS, on August 12, 2019, the APHA passed Resolution No. 8-04-2019 entitled: "Resolution Authorizing the Executive Director to Execute a Memorandum of Understanding (MOU) with the City of Asbury Park Police Department for Provisions of Additional Police Patrols at the Authority Sites" which memorializes the terms of an agreement between the City and APHA that the City will provide additional patrols and police protection to the residents of the APHA and that the APHA will reimburse the City for additional costs associated with the additional patrols; and

WHEREAS, pursuant to Resolution NO. 8-04-2019, in order to help protect the health and safety of its residents, the APHA agreed to reimburse the City for incurring additional costs in

providing additional patrols on the APHA's property, primarily the APHA's senior sites, in an amount not to exceed \$16,500.00; and

WHEREAS, the Parties seek to memorialize the terms of this agreement in a Memorandum of Understanding; and

WHEREAS, the additional services provided by the City's police department to the APHA will benefit both Parties by providing the necessary level of protection to the APHA's residents and community at-large.

NOW, THEREFORE, with the foregoing recitals incorporated herein by reference, the parties hereby agree as follows:

1. Services

The City, through its Police Department, will provide additional uniformed police patrols on APHA property, primarily, but not limited to, the APHA's senior sites.

The City Police Department shall provide the APHA with a proposed schedule, written log of patrols performed, as well as any relevant incident reports for any criminal activity deterred, observed, and/or responded to by the City Police Department.

2. Payment

The APHA will compensate the City for the additional uniformed police patrols based upon a log of patrol hours submitted by the City to the APHA for an amount not to exceed \$16,500.00. This amount is to reimburse the City for incurring additional costs in providing the services set forth in Section 1 above.

3. Term

This MOU shall commence on the date of this MOU and shall be for a term of one (1) year.

4. Termination

Either party to this Agreement may, by giving written notice to the other party, terminate this Agreement upon ninety (90) days written notice.

5. Indemnification/Hold Harmless

The City, to the fullest extent provided by law, agrees to indemnify and hold, the APHA and their respective officers, employees, servants, agents, assigns and affiliates (“Indemnified Parties”), harmless from and against, any and all suits, actions, liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense (including costs of private investigation and surveillance), costs for medical treatment, expert witness fees, reasonable legal fees (e.g., fees of attorneys, paralegals and other legal professionals for the defense of the underlying suits, etc.), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the services to be provided for the Indemnified Parties, including, but not limited to, services performed under this Agreement, or any such other work performed for the Indemnified Parties, in any way related to the acts or omissions of the City, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable (“Covered Parties”) to the extent that such suits, actions, liabilities, losses, claims, damages and expenses are caused by the Covered Parties.

6. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter. The Agreement shall not be modified, except by writing signed by each of the Parties hereto.

7. Governing Law

This Agreement shall, in all respects, be governed by and construed under the laws of the State of New Jersey.

8. Severability

If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, such terms or conditions or application shall not be deemed to be valid, except to the extent permitted by law, but all other terms and conditions and application shall continue in full force and effect.

9. Public Inspection

Each party shall maintain a copy of this Agreement on file at its offices, which shall be open to the public for inspection.

10. Agreement Approval

This Agreement has been approved by both parties to the Agreement at duly convened public meetings.

[REMAINDER OF DOCUMENT INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first

above written.

City of Asbury Park

By X

Name and Title

Date:

Asbury Park Housing Authority

By X [Signature]

Thomas Sahlin, Exec. Director
Name and Title

Date:



RESOLUTION NO. 2019-308

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

**RESOLUTION TO APPROVE PLACE TO PLACE LIQUOR LICENSE TRANSFER OF
PLENARY RETAIL CONSUMPTION LICENSE NUMBER 1303-32-038-006 OHANA
KITSCHEN COMPANY**

WHEREAS, an application has been filed for a Place-to-Place Transfer of Plenary Retail Consumption License Number 1303-32-038-006, issued to Ohana Kitschen Company currently held in pocket status in the City of Asbury Park, New Jersey; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business.

NOW, THEREFORE BE IT RESOLVED that the City of Asbury Park City Council does hereby approve, effective September 11 , 2019, the place-to-place transfer of the aforesaid Plenary Retail Consumption License-1303-32-038-006 at the location of 1000 Ocean Avenue, Suites 301 to 305.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-308 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2019-309

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

RESOLUTION APPROVING A PERSON TO PERSON LIQUOR LICENSE TRANSFER OF PLENARY RETAIL LICENSE NUMBER 1303-33-044-015 FROM AP RESTAURANT IV LLC TO AP RESTAURANT V LLC

WHEREAS, an application has been filed for a Person-to-Person Transfer of Plenary Retail License Number 1303-33-044-015, heretofore issued to AP Restaurant IV LLC) for premises at 1000 Ocean Avenue in the City of Asbury Park, New Jersey; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business.

NOW, THEREFORE BE IT RESOLVED that the City of Asbury Park City Council does hereby approve, effective September 11, 2019, the transfer of the aforesaid Retail License to AP Restaurant V LLC, license will be held in pocket by the City Clerk upon transfer the City Clerk will endorse the license certificate to the new ownership as follows: "This license, subject to all its terms and conditions, is hereby transferred to AP Restaurant V LLC, effective September 11, 2019."

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2019-309 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

CERTIFIED BY ME THIS 12th DAY OF September, 2019.

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-39**

**AN ORDINANCE ESTABLISHING SALARIES OF CERTAIN EMPLOYEES WITHIN
THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NJ**

WHEREAS, the City has determined that the addition of the following position is required for the efficient operation of the City.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park that the following Title and Annual Salaries be established as

		2019	2020
	Minimum	Maximum	Maximum
Principal Planner	\$30,000.00	\$102,028	103,048

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon final passage and publication in accordance within the law.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-39 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-40**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VII OF THE
CODE OF THE CITY OF ASBURY PARK REGARDING TRAFFIC REGULATIONS**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Director of Transportation on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-13 PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS.

No person shall park a vehicle at any time upon any streets or parts thereof described, except where other parking regulations have been provided for. (2000 Code § 7-13; Ord. No. 2121 § 1; Ord. No. 2185 § 1; Ord. No. 2320 § 1; Ord. No. 2368; Ord. No. 2449 § 1; Ord. No. 2460 § 1; Ord. No. 2476 § 1; Ord. No. 2517; Ord. No. 2665; Ord. No. 2015-28; Ord. No. 2017-42; Ord. No. 2018-38)

<i>Name of Street</i>	<i>Sides</i>	<i>Location</i>
Sunset Avenue	North	Beginning at a point from the northwest corner of Langford Avenue and extending 80 feet west

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-40 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-41**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VII OF THE
CODE OF THE CITY OF ASBURY PARK REGARDING TRAFFIC REGULATIONS**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Director of Transportation on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-13 PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS.

No person shall park a vehicle at any time upon any streets or parts thereof described, except where other parking regulations have been provided for. (2000 Code § 7-13; Ord. No. 2121 § 1; Ord. No. 2185 § 1; Ord. No. 2320 § 1; Ord. No. 2368; Ord. No. 2449 § 1; Ord. No. 2460 § 1; Ord. No. 2476 § 1; Ord. No. 2517; Ord. No. 2665; Ord. No. 2015-28; Ord. No. 2017-42; Ord. No. 2018-38)

<i>Name of Street</i>	<i>Sides</i>	<i>Location</i>
Elizabeth Avenue	West	Mattison Avenue to McKinley Place
	East	McKinley Place to Springwood Avenue

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-41 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-42**

**BOND ORDINANCE PROVIDING FOR BEACH UTILITY IMPROVEMENTS, BY AND
IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF
NEW JERSEY (THE “CITY”); APPROPRIATING \$1,375,000 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$1,375,000 BONDS OR NOTES OF THE CITY TO
FINANCE PART OF THE COSTS THEREOF**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE
CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW
JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS
FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Beach Utility of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”) as general improvements. For the said improvements or purposes stated in Section 3, there is hereby appropriated the principal amount of \$1,375,000, said sum being inclusive of the sum of \$400,000 as the amount of down payment for said improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the “Local Bond Law”). The down payment is now available by virtue of a provision or provisions in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet part of the \$1,375,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Beach Utility of the City are hereby authorized to be issued in the aggregate principal amount not exceeding \$975,000 pursuant to the

Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Beach Utility of the City in an aggregate principal amount not exceeding \$975,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are Beach Utility Improvements including, but not limited to, the construction of a multi-use lifeguard facility on the boardwalk, which facility is to include, but not be limited to, emergency medical service facilities, restroom facilities and ticket facilities, site work, sewer, water, gas and electric utilities, HVAC, furnishings, fixtures and equipment associated with the facility and associated facility and real property aesthetic improvements, and also shall include all architectural, engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, environmental work, bid documents, construction inspection and contract administration, and all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$975,000.

(c) The estimated cost of said improvements or purposes is \$1,375,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the down payment available for said purposes.

SECTION 4. In the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of

such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the City as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer of the City, provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the City shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the

principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget of the City is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs will be on file in the Office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the City may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 40 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes

provided for in this bond ordinance by \$975,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$275,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.

SECTION 8. Unless paid from other sources, the full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. Unless paid from other sources, the obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission⁴ (the “Rule”) for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in

connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The City covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-42 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-32**

**AN ORDINANCE AMENDING CHAPTER TWO SECTION FORTY-NINE PARKING
UTILITY**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, that Chapter Two Section Forty-Nine of the "Code of the City of Asbury Park, New Jersey is hereby amended:

2-49 TRANSPORTATION UTILITY.

2-49.1 Establishment.

There is hereby created under the terms of this section a public utility for the purpose of managing its transportation operations within the City of Asbury Park, County of Monmouth and State of New Jersey. For budgetary and accounting purposes, this utility shall be a separate entity, having its own borrowing capacity; its own separate accounts and its own separate property, whether it be real, personal or mixed. (Ord. No. 2866 § 1)

Transportation shall be defined as, "Including but not limited to the orderly and safe movement of all types of vehicles within the public right-of-way, the orderly and safe movement of pedestrians within the right of way, and the design, repair, construction, maintenance of any and all facilities or structures to assist in the movement of vehicles or pedestrians in an orderly and safe manner.

2-49.2 Official Name.

The name by which the Utility shall be known is "The Asbury Park Transportation Utility," hereinafter the "Utility." (Ord. No. 2866 § 2)

2-49.3 Functions.

It shall be the function of the Utility to budget and account for the transportation operations undertaken by the City; to preserve, care for, lay out, construct, maintain, improve and operate lands, buildings, and facilities used for the provision of public transportation, public parking and the enforcement of the City's laws and regulations concerning transportation and parking; to construct, reconstruct, alter, provide, renew and maintain buildings or other structures and equipment and provide for the care, custody and control thereof in the operation of the Utility; to raise money necessary to pay for the lands, rights or interest therein acquired for transportation activities, and for improving and equipping the same; to pay or make provision for

the payment of the reasonable expenses in each fiscal year of the Utility; to pay to those persons entitled thereto the interest and principal on notes and bonds of the Utility, and to deposit and accumulate reserve funds or reserves. (Ord. No. 2866 § 3)

2-49.4 Governing Regulations.

The Utility shall be governed by the ordinances, the Administrative Code, and the resolutions adopted by the Mayor and City Council and by administrative directives. (Ord. No. 2866 § 4)

2-49.5 Financial Affairs.

The financial affairs of the Utility shall be governed in accordance with the statutes applying to the financial affairs of the municipality and utilities in general. (Ord. No. 2866 § 5)

2-49.6 Acquisition of Property.

The Utility may, from time to time, acquire such real property as may be authorized by the Mayor and City Council by duly adopted ordinances according to the laws of the State of New Jersey. (Ord. No. 2866 § 6)

2-49.7 Appointment of Employees, Salaries and Compensation.

The City Manager shall have the full authority to appoint and employ all necessary employees for the Utility. Salaries of the employees will be in accordance with classification and salary ordinances duly adopted by the Mayor and City Council. Portions of salaries of existing employees may be prorated based on the amount of time spent on parking operations compared to the employees' full-time City responsibilities. (Ord. No. 2866 § 7)

2-49.8 Utility Charges.

The Utility shall have authority to charge and collect monies for the use of the utilities facilities whether they be user charges, rental fees, or lease payments, and to use these monies to defray the cost of acquisition of lands, buildings and facilities, rights and interests therein, to equip the facilities, to pay the Utility's current expenses and to pay the interest and principal on notes and bonds. (Ord. No. 2866 § 8)

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-32 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

MELODY HARTSGROVE

DEPUTY CITY CLERK

2-49 PARKING-TRANSPORTATION UTILITY.

2-49.1 Establishment.

There is hereby created under the terms of this section a public utility for the purpose of managing its parking-transportation operations within the City of Asbury Park, County of Monmouth and State of New Jersey. For budgetary and accounting purposes, this utility shall be a separate entity, having its own borrowing capacity; its own separate accounts and its own separate property, whether it be real, personal or mixed. (Ord. No. 2866 § 1)

Transportation shall be defined as, "Including but not limited to the orderly and safe movement of all types of vehicles within the public right-of-way, the orderly and safe movement of pedestrians within the right of way, and the design, repair, construction, maintenance of any and all facilities or structures to assist in the movement of vehicles or pedestrians in an orderly and safe manner."

2-49.2 Official Name.

The name by which the Utility shall be known is "The Asbury Park Parking Transportation Utility," hereinafter the "Utility." (Ord. No. 2866 § 2)

2-49.3 Functions.

It shall be the function of the Utility to budget and account for the parking-transportation operations undertaken by the City; to preserve, care for, lay out, construct, maintain, improve and operate lands, buildings, and facilities used for the provision of public transportation, public parking and the enforcement of the City's laws and regulations concerning transportation and parking; to construct, reconstruct, alter, provide, renew and maintain buildings or other structures and equipment and provide for the care, custody and control thereof in the operation of the Utility; to raise money necessary to pay for the lands, rights or interest therein acquired for parking-transportation activities, and for improving and equipping the same; to pay or make provision for the payment of the reasonable expenses in each fiscal year of the Utility; to pay to those persons entitled thereto the interest and principal on notes and bonds of the Utility, and to deposit and accumulate reserve funds or reserves. (Ord. No. 2866 § 3)

2-49.4 Governing Regulations.

The Utility shall be governed by the ordinances, the Administrative Code, and the resolutions adopted by the Mayor and City Council and by administrative directives. (Ord. No. 2866 § 4)

2-49.5 Financial Affairs.

The financial affairs of the Utility shall be governed in accordance with the statutes applying to the financial affairs of the municipality and utilities in general. (Ord. No. 2866 § 5)

2-49.6 Acquisition of Property.

The Utility may, from time to time, acquire such real property as may be authorized by the Mayor and City Council by duly adopted ordinances according to the laws of the State of New Jersey. (Ord. No. 2866 § 6)

2-49.7 Appointment of Employees, Salaries and Compensation.

The City Manager shall have the full authority to appoint and employ all necessary employees for the Utility. Salaries of the employees will be in accordance with classification and salary ordinances duly adopted by the Mayor and City Council. Portions of salaries of existing employees may be prorated based on the amount of time spent on parking operations compared to the employees' full-time City responsibilities. (Ord. No. 2866 § 7)

2-49.8 Utility Charges.

The Utility shall have authority to charge and collect monies for the use of the utilities facilities whether they be user charges, rental fees, or lease payments, and to use these monies to defray the cost of acquisition of lands, buildings and facilities, rights and interests therein, to equip the facilities, to pay the Utility's current expenses and to pay the interest and principal on notes and bonds. (Ord. No. 2866 § 8)



**Asbury Park, New Jersey
ORDINANCE NO. 2019-33**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VII OF THE
CODE OF THE CITY OF ASBURY PARK REGARDING TRAFFIC REGULATIONS**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Director of Transportation on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-22 STOP INTERSECTIONS.

Pursuant to the provisions of N.J.S.A. 39:4-140, the intersections described are hereby designated as Stop Intersections. Stop signs shall be installed as provided therein. (2000 Code § 7-22; Ord. No. 2023 § 1; Ord. No. 2189 § 1; Ord. No. 2199 § 1; Ord. No. 2217 § 1; Ord. No. 2244 § 1; Ord. No. 2250 § 1; Ord. No. 2263 § 1; Ord. No. 2367; Ord. No. 2273 § 1; Ord. No. 2389 § 1; Ord. No. 2461 § 1; Ord. No. 2559; Ord. No. 2570; Ord. No. 2665; Ord. No. 2675; Ord. No. 2871; Ord. No. 2883; Ord. No. 2888; Ord. No. 2015-32)

<i>Intersection</i>	<i>Stop sign(s) on</i>
Bridge Street and Locust Drive	Locust Drive

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-33 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-36**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING CHAPTER VII OF THE CODE OF THE CITY OF ASBURY PARK
REGARDING TRAFFIC AND PARKING REGULATIONS**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning alternate side parking within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended parking regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-12 PARKING PROHIBITED FOR STREET CLEANING.

No person shall cause or permit to be parked any motor vehicle upon any street between the specified hours and days described. (2000 Code 7-12; Ord. No. 2702; Ord. No. 2823; New)

<i>Name of Street</i>	<i>Sides</i>	<i>Hours and Days</i>	<i>Location</i>
Washington Avenue	North	9:00 a.m. – 11:00 a.m. Mondays	Ridge Avenue to Prospect Avenue
	South	9:00 a.m. – 11:00 a.m. Fridays	Ridge Avenue to Prospect Avenue

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-36 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-35**

**A CAPITAL ORDINANCE APPROPRIATING THE SUM OF \$119,000 FOR MILLING
AND PAVING OF VARIOUS ROADS IN THE CITY OF ASBURY PARK**

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 \$119,000 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:

Milling and paving of various roads within the City of Asbury Park \$118,500

Services associated with the 2:20 costs including advertising of this Ordinance \$500

Total Appropriation and Estimated Costs \$119,000

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 \$119,000.

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 \$119,000 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, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-35 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2019-38**

**ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE ADOPTION
OF AN AMENDMENT TO THE WATERFRONT REDEVELOPMENT PLAN**

Whereas, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment and to formulate a plan to address the redevelopment of these areas; and

Whereas, the City of Asbury Park (the “City”) has previously found and determined that the area of the City designated as the “Waterfront Redevelopment Area” (the “Area”) to be “an area in need of redevelopment” in accordance with the law; and

Whereas, the City adopted the “Asbury Park Waterfront Redevelopment Plan” dated March 15, 2002 (as has been amended and supplemented from time to time, most recently in March 2018, the “Plan”), which governs redevelopment in the Area; and

Whereas, the City and Asbury Partners, LLC (the “Master Developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as has been and may be further amended and supplemented in accordance with its terms, the “Redeveloper Agreement”); and

Whereas, in October 2018, Master Developer commenced construction of the Phase Five Infrastructure Project, which included the North End Boardwalk Improvements; and

Whereas, on November 28, 2018, the City adopted Resolution 2018-399, which requested that the Master Developer suspend construction of the North End Boardwalk Improvements so that the project could be redesigned; and

Whereas, the City engaged with members of the public over several months in an effort to redesign the North End Boardwalk Improvements; and

Whereas, the final design of the North End Boardwalk Improvements necessitates certain amendments to the Plan; and

Whereas, additional amendments to the Plan, as set forth in Exhibit A (the “Proposed Amendment”) have been recommended to further the goals in the Plan, and can be summarized as follows:

Providing that the Boardwalk extension shall include, but not be limited to, new public restroom facilities, beach access and bicycle parking, and updating the design of the North End Board Walk Improvements; and

Allowing developers of residential units to provide off-site parking on an interim basis while permanent parking structures are under construction; and

Revising the Development Control Map for Block 3203/3206 (Former Blocks 131, 142, and 143) to allow for a maximum height of 4 stories for structures facing Heck Street (reduced from 8 stories), and 3 stories for structures on the corners of Heck Street and Cookman Avenue and Heck Street and Asbury Avenue; and

Revising the Development Control Map for Block 3904 (Former Block 145) to change the permitted height from 8 stories to 2 stories on the property fronting Asbury Avenue and to 6 stories on property fronting Kingsley Street; and

Revising the Development Control Map for Block 4001 (Former Block 175), which currently has maximum heights of 8 stories, 4 stories, and 3 stories at various points, to lower the maximum height to 6 stories and modify other portions of the block to have maximum heights of 6 stories, 4 stories, and 3 stories; and

Providing that if the Planning Board determines that a project deviates from the precise locations where a building may transition from one maximum height to another within a block, an applicant may seek relief from the Planning Board in accordance with the criteria set forth in Section 3.8.1(A)1 and N.J.S.A. 40:55D-70(c); and

Clarifying that Master Developer-affiliated entities are not required to submit Subsequent Developer Applications to the Master Developer prior to negotiating a Subsequent Developer Agreement with the City; and

Clarifying that Block 145, Lot 1 (the parking lot adjacent to the Empress Hotel) is not required to be acquired by the City or the Master Developer before the redevelopment of the remainder of Block 145 may proceed; and

Adding language providing that any mural over one story high must be approved by the Asbury Park Municipal Council and Public Art Commission; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park as follows:

1. The Proposed Amendment dated August 2019 attached hereto as Exhibit A and made a part hereof, having been duly reviewed and considered is hereby approved pursuant N.J.S.A. 40A:12A-7, and the Plan, as amended by the Exhibit A, shall govern the Waterfront Redevelopment Area as and to the extent set forth in the Plan.

2. In case any one or more of the provisions of this Ordinance or the Plan shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance or the Plan and this Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

3. This Ordinance shall take effect in accordance with law.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2019-38 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK



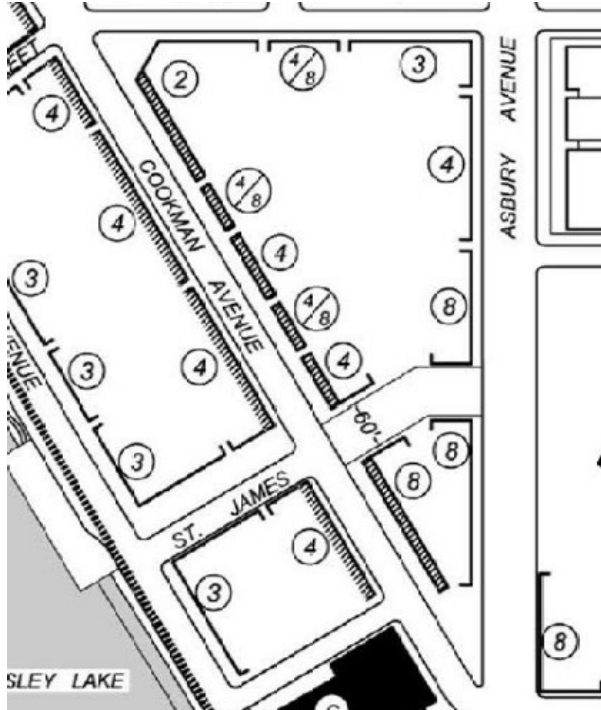
Pages 50-51 – (insert the language below)

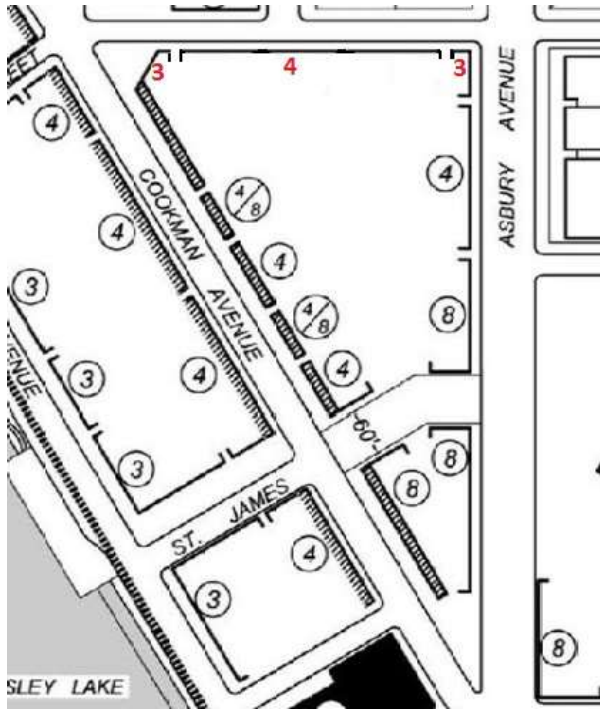
Off-site Parking: New development projects may satisfy the Parking Requirements in this Section 3.5 of the Waterfront Redevelopment Plan by constructing parking on-site or by purchasing or leasing surplus parking spaces in existing structured parking facilities that are located no more than 600 feet from the new development project. “Surplus parking spaces” shall be defined as those parking spaces within a structured parking facility that are in excess of the number of parking spaces otherwise required by Section 3.5 of Waterfront Redevelopment Plan, as amended and by the relevant CAFRA Permit for the project served by that structured parking facility. The purchase or the terms of the lease of such off-site parking shall be subject to approval by the City Council and the Master Developer as part of the Subsequent Developer approval process and shall be memorialized in the Subsequent Developer Agreement and as a condition of site plan approval by the Planning Board. Any such lease or purchase agreement for off-site parking shall be executed before the issuance of building permits for the new development project.

ITEM #3 – Revise Development Control Map for Block 3203/3206 (Former Blocks 131, 142, and 143)

Page 71

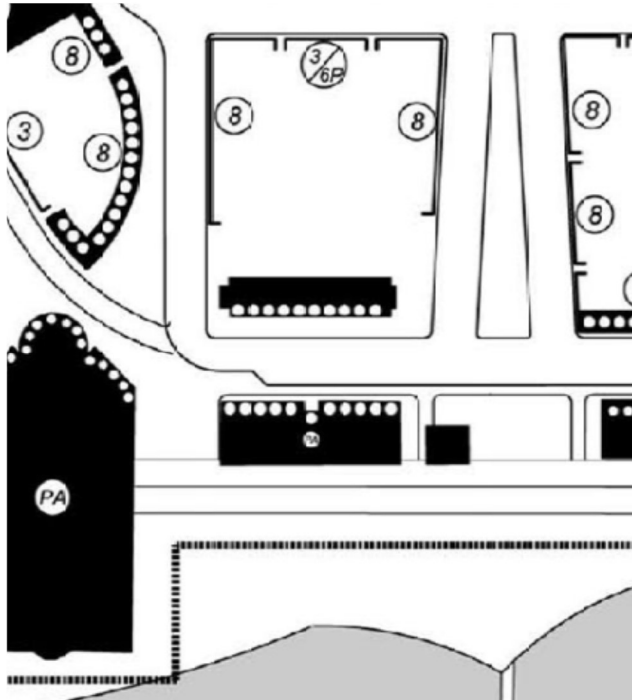
Existing Map

[Amended Map](#)



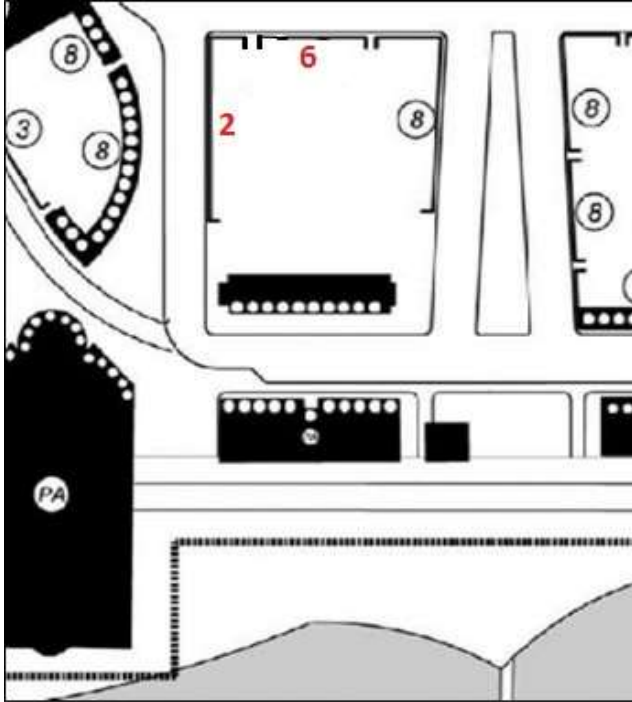
ITEM #4 - Revise Development Control Map for Block 3904 (Former Block 145)

Existing Map



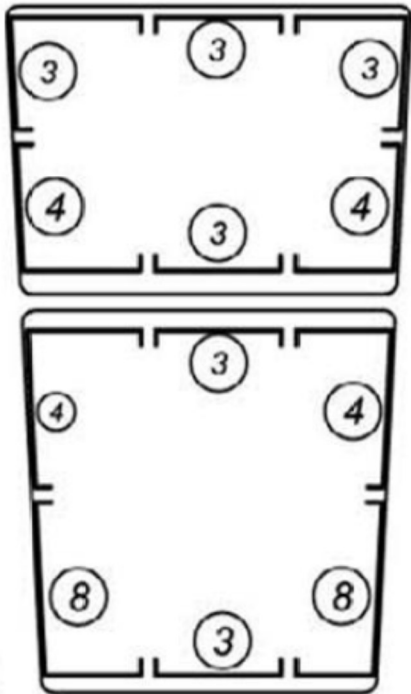
[Amended Map](#)

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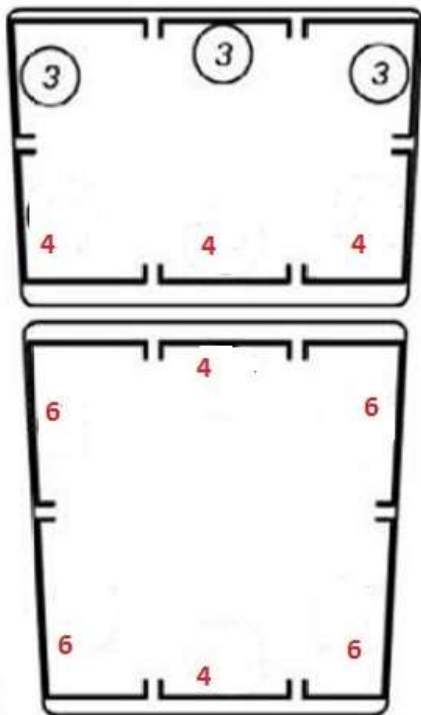
ITEM #5 – Revise Development Control Map for Block 4001 (Former Block 175)

Existing Map



[Amended Map](#)

{266963.DOCX.1}



ITEM #6 – Form of relief for building height “breaks” that deviate from specific locations shown on Development Control Plan

3.8 Land Use

Bulk Standards (add the language below)

Page 70

The Development Control Plan specifies building heights at various street walls with breaks at various points. The Planning Board shall interpret the Development Control Plan to determine the precise location where buildings shall change height to conform to the Plan. [If the Planning Board determines that a project deviates from the precise locations where a building may transition from one maximum height to another, the applicant may seek relief from the Planning Board in accordance with the criteria set forth in Section 3.8.1\(A\)1 and N.J.S.A. 40:55D-70\(c\).](#)

ITEM #7 –Master Developer-affiliated entities do not require Subsequent Developer Applications

4.7.1 Master Developer and Subsequent Developers (Section added via Plan Amendment in 2018) (add language highlighted below)

The City and Asbury Partners, LLC (the “Master Developer”, also referred to in this Plan as the “prime developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as amended from time to time, the “Redeveloper Agreement”). In addition to the other rights and responsibilities of the Master Developer under the Redeveloper Agreement, the Master Developer has the responsibility to install certain public infrastructure in the Waterfront Redevelopment Area. The Master Developer and the City will, without limitation, cooperate in: (i) coordinating the installation of infrastructure in the Waterfront Redevelopment Area; (ii) ensuring the requirements of the CAFRA permit are met by all Subsequent Developers (as defined below); and (iii) assisting in coordinating the redevelopment of the Prime Renewal Area by all Subsequent Developers.

Any person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer. For so long as the Redeveloper Agreement shall be in full force and effect and the Master Developer shall not be in default thereunder (as determined by an arbitrator or court of competent jurisdiction in accordance with the terms of the Redevelopment Agreement, and which default has not been cured or remedied in accordance with such determination, but rather continues unabated), to begin the process of being designated as a Subsequent Developer, a proposed Subsequent Developer shall provide the Master Developer with the information required in the Subsequent Developer Application, the form of which is agreed upon by the City and Master Developer and adopted by Resolution of the City Council from time to time ([“Subsequent Developer Application”](#)), as well as any escrow and application fees which may be required at the time of submission in accordance with its terms. If the proposed Subsequent Developer is not the record owner of the property for which they request to be designated as Subsequent Developer, they shall include with the submission written permission from the property owner to seek required approvals to become a Subsequent Developer with respect to such property. The Master Developer will review the submission by a proposed Subsequent Developer in good faith, which review may include, but is not limited to, such factors as: compliance with and effectuation of the goals of the Plan; experience and capability of the proposed Subsequent Developer; and the financial capacity of the proposed Subsequent Developer.

If the submission made by a proposed Subsequent Developer is acceptable to the Master Developer, the Master Developer shall submit the proposed Subsequent Developer submission to the City for its review. At such time, the proposed Subsequent Developer shall submit such application and escrow fees to the City for its review as may be established by City ordinance from time to time.

[An entity that is owned by, controlled by, or otherwise affiliated with the Master Developer shall not be required to submit a Subsequent Developer Application to the Master Developer or to the City prior to its designation by the City as a Subsequent Developer, but shall be required to comply with all other provisions of this Section.](#)

Designation as a Subsequent Developer shall require the City's approval, and be evidenced by, the approval and execution of a mutually acceptable Subsequent Developer Agreement by and among the Subsequent Developer, the City and the Master Developer. Until and unless the terms contained in the preceding sentence are satisfied, the proposed Subsequent Developer shall not have the right or ability to submit a formal application to the Planning Board or to proceed to undertake or execute any required or permitted activities under the Plan, the Redeveloper Agreement or the Subsequent Developer Agreement.

ITEM #8 -- Modify Conditions of Certain Property Acquisitions

4.1 Property Acquisition

Conditions of Certain Property Acquisitions

Page 79

The surface parking area associated with the Empress Hotel along Asbury Avenue may be, [but is not required to be](#), acquired to allow the development of Block 145 as illustrated in this plan.

Item #9 -- Add Language Referencing Addition of Murals

3.7 Architectural Design Guidelines

Attached Elements

Page 66

Parking structures shall be designed and constructed to meet or exceed the following standards:

*

2. The architectural design for the facades of the parking structures facing a public street shall incorporate features such as articulated parapet walls, ornamental projections, varied planter widths ~~s-etc.~~, [murals or art walls](#) to add visual interest and improve the overall appearance of the structure as viewed from the street. [Any mural more than one story in height requires approval of the Asbury Park Municipal Council and Public Art Commission.](#)



**Asbury Park, New Jersey
ORDINANCE NO. 2019-37**

AN ORDINANCE AUTHORIZING THE CITY OF ASBURY PARK TO GRANT A 5-YEAR ABATEMENT FOR PROPERTY DESIGNATED AS BLOCK 1101, LOTS 41 AND 42, AND AUTHORIZING THE MAYOR AND MUNICIPAL CLERK TO EXECUTE THE ATTACHED AGREEMENT.

WHEREAS, P.L. 1991, C. 441, N.J.S.A. 40A:21-1, *et seq.*, enables municipalities which have been designated as in need of rehabilitation to exempt and/or abate local property taxes imposed upon eligible dwellings, commercial and industrial structures; and

WHEREAS, the entire area of the City of Asbury Park (the “City”) has been designated by the Department of Community Affairs to be an area in need of rehabilitation and is an area endangered by blight and in need of rehabilitation as measured by physical deterioration of buildings and the maintenance thereof, the age of building stock and other structures and arrearages in real property taxes due on buildings, structures and land; and

WHEREAS, the City Council of the City of Asbury has determined that it is in the best interests of the City to encourage the renovation, rehabilitation and new construction of commercial and industrial structures, and residential buildings; and

WHEREAS, the City adopted Ordinance No. 3059 on March 5, 2014 to permit the granting of exemptions/abatements to eligible properties under N.J.S.A. 40A:21-1, *et seq.*; and

WHEREAS, an application was submitted on December 27, 2018 by Brother In The Blue, LLC (hereinafter “the Applicant”), seeking a 5-year abatement under N.J.S.A. 40A:21-1, *et seq.*, for property to be designated as 1317-1319 Springwood Avenue, City of Asbury Park and identified on the Asbury Park Tax Map as Block 1101, Lots 41 and 42 (hereinafter collectively referenced as the “subject property”); and

WHEREAS, the City Council of the City of Asbury Park, by Resolution adopted on August 14, 2019, approved the application of the Applicant and authorized the preparation of a Financial Agreement and proposed Ordinance to formalize an abatement agreement pursuant to N.J.S.A. 40A:21-1, *et seq.* and Ordinance No. 3059.

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 the City hereby approves the Financial Agreement attached hereto as Exhibit “A” (the “Agreement”), and providing for a 5-year abatement under N.J.S.A. 40A:21-1, et seq., to the Applicant for property to be designated as 1317-1319 Springwood Avenue, City of Asbury Park, State of New Jersey, and identified on the Tax Map as Block 1101, Lots 41 and 42, and authorizes the Mayor to execute and the Municipal Clerk to attest the attached Agreement on behalf of the City, or one which is substantially similar thereto and which meets with the approval of the City Attorney.
2. In the event the City implements a revaluation or reassessment during the abatement period for the subject property, the abatement herein granted shall continue to apply but at a valuation level consistent with the revaluation or reassessment as determined by the City’s Tax Assessor.
3. The granting of an abatement for the subject property shall not prejudice the right of the City, by and through its Tax Assessor, to appropriately examine and revise the assessment during the 5-year abatement period in the event the base assessment requires adjustment due to market influences.
4. At the termination of this Financial Agreement for tax abatement authorized pursuant to this Ordinance, the subject property shall be subject to all applicable real property taxes as provided by State laws and regulations and local ordinances, provided that nothing herein shall be deemed to preclude the subject property at the termination of the Financial Agreement from qualifying for and receiving the full benefits of any other tax preference permitted by law.
5. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
6. 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.
7. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

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

ORDINANCE NO. 2019-37 which was finally adopted by the City Council at a meeting held on the 11th day of September, 2019

MELODY HARTSGROVE
DEPUTY CITY CLERK

**FINANCIAL AGREEMENT BETWEEN BROTHER IN THE BLUE, LLC AND
THE CITY OF ASBURY PARK FOR A 5-YEAR ABATEMENT FOR
BLOCK 1101, LOTS 41 AND 42, TO BE DESIGNATED AS
1317-1319 SPRINGWOOD AVENUE.**

THIS AGREEMENT, made as of this _____ day of _____, 2019, by and between BROTHER IN THE BLUE, LLC, an entity having its principal office at 1002 Fifth Avenue, Asbury Park, New Jersey 07712 (hereinafter the “Applicant” or “Entity”), and the CITY OF ASBURY PARK, a Municipal Corporation in the County of Monmouth and the State of New Jersey, with its principal office located at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter the “City”).

WITNESSETH:

WHEREAS, the Applicant filed an application (the “Application”) with the City on December 27, 2018 seeking a Five-Year Property Tax Abatement under N.J.S.A. 40A:21-1, *et seq.*, for new commercial construction to be undertaken at the property to be designated as 1317-1319 Springwood Avenue, Asbury Park, New Jersey, further identified as Block 1101, Lots 41 and 42 on the Official Tax Map of the City of Asbury Park, New Jersey (hereinafter collectively referenced as the “Subject Property”); and

WHEREAS, the City does hereby grant its approval for a property tax abatement for the Subject Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

Article I – General Provisions

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Five-Year Exemption and Abatement Law, as amended and supplemented (N.J.S.A. 40A:21-1, et seq.), being referred to herein as the “Act.” It is understood and agreed that the City expressly relies upon the facts, data and representations contained in the application attached hereto in granting this tax abatement.

Section 1.2 General Definitions

Unless otherwise specifically provided or the context otherwise requires, the terms defined in the Act shall apply to this Agreement.

- (a) Entity – Entity refers to Brother In the Blue, LLC, the owner of the Subject Property, and any subsequent purchaser or successor in interest of the Subject Property that is deemed by the City to be subject to this Agreement.
- (b) The Subject Property – The property subject to this Agreement is to be designated as 1317-1319 Springwood Avenue, Asbury Park, New Jersey, and is identified on the Tax Map as Block 1101, Lots 41 and 42.
- (c) Payments in Lieu of Full Property Taxes – Said payments refer to the amount the Entity has agreed to pay the City in lieu of full local property taxes normally imposed upon the Subject Property, as more fully defined in Section 4.1 hereof.
- (d) Certificate of Occupancy – Document issued by the City authorizing occupancy of a building.
- (e) City – The reference to the term City within this Agreement relates to the City of Asbury Park.

- (f) Default – The term default shall encompass the failure of the Entity to perform any obligation imposed upon the Entity by the terms of the herein Agreement or under the Act.
- (g) The Added Assessment Law – Said law relates to the provisions of N.J.S.A. 54:4-63.1, *et seq.*
- (h) The Omitted Assessment Law – Said law relates to the provisions of either N.J.S.A. 54:4-63.12, *et seq.*, referred to as the original omitted assessment law, or N.J.S.A. 54:4-63.31, *et seq.*, referred to as the alternate method.
- (i) Improvements – Any building, structure or fixture permanently affixed to the land.
- (j) In Rem Tax Foreclosure – A summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale. Said foreclosure procedure is governed by N.J.S.A 54:5-1, *et seq.*
- (k) Act – The term Act shall refer to the Five-Year Exemption and Abatement Law, as amended and supplemented, N.J.S.A. 40A:21-1, *et seq.*, and all other relevant federal, state and municipal statutes, ordinances, resolutions, rules and regulations.
- (l) Project – The Project consists of the construction of a commercial improvement at the Subject Property. Specifically, the Project is a new 2-story building to be utilized as an arts and crafts center consisting of work and gallery/retail space for various art forms, along with a live-work artist studio.
- (m) Pronouns – He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

- (n) Completion – This term refers to the project being substantially ready for its intended use as a commercial facility.
- (o) Termination – Any act or omission which, by operation of the terms of the herein Agreement, shall cause the Entity to relinquish the 5-year tax exemption/abatement under this Agreement.

Section 1.3 Exhibits Incorporated

All exhibits, which are referred to in this Agreement and are attached hereto, are incorporated herein and made a part hereof.

Article II – Approval

Section 2.1 Approval of Tax Abatement

The City has granted and does hereby grant its approval for a tax abatement for the Project to be developed and to be maintained under the provisions of the Act on the premises described in said Application commonly known and designated as Block 1101, Lots 41 and 42 on the Official Tax Map of the City of Asbury Park, New Jersey.

Section 2.2 Approval of Abatement

Approval is granted to the Entity for a five-year abatement for the contemplated Project on the lands referred to above pursuant to N.J.S.A. 40A:21-1 and Ordinance No. 3059 of the City of Asbury Park.

Article III – Duration of Agreement

Section 3.1 Term

So long as there is compliance with the Act and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for five (5) years, commencing from the first of the year following the date of completion of the Project. The

Agreement shall only be in effect during the period of the Project's operation as described in the Application and shall continue in force only while said Project site is owned by the Entity. In no case shall this Agreement remain in effect longer than five (5) years from the date of commencement of this Agreement. Upon termination of this Agreement, the tax abatement for the Project shall expire and the land and the improvements thereon shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the City under the Added Assessment Law, Omitted Assessment Law, or Local Property Tax Law, as applicable.

In the event the Entity is no longer the owner of the Subject Property, this abatement shall terminate. However, in accordance with Section 7.3 of this Agreement, the City reserves the right to continue the Agreement in the event the new ownership properly notifies the City of such ownership and submits an application to the City Clerk and Tax Assessor of the City requesting a continuation and assignment of this Agreement.

Article IV – Annual Payment In Lieu of Taxes

Section 4.1 Annual Payment in Lieu of Taxes

- (a) In consideration of the aforesaid abatement from local property taxation on the Project, the Entity shall make Payments In Lieu of Taxes to the City pursuant to N.J.S.A. 40A:21-10 as follows:
- (1) In the first full year after completion, no payment in lieu of taxes otherwise due.
 - (2) In the second full year after completion, an amount not less than 20% of taxes otherwise due.

- (3) In the third full year after completion, an amount not less than 40% of taxes otherwise due.
 - (4) In the fourth full year after completion, an amount not less than 60% of taxes otherwise due.
 - (5) In the fifth full year after completion, an amount not less than 80% of taxes otherwise due.
- (b) In the event the City implements a municipal-wide or neighborhood revaluation or reassessment during the abatement period for the Subject Property, the abatement granted herein shall continue to apply but at a valuation level consistent with the revaluation or reassessment program implemented.
 - (c) The granting of an abatement for the Subject Property shall not prejudice the right of the City to appropriately examine and revise the assessment for the subject property during the 5-year abatement period in the event the base assessment requires adjustment by the Asbury Park Tax Assessor due to market influences

Section 4.2 Quarterly Installments

The Entity expressly agrees that the aforesaid Payment In Lieu of Taxes shall be made in quarterly installments on those dates when real estate tax payments are due. In the event that the Entity fails to so pay, the amount unpaid shall bear the interest rate prescribed by statute for delinquent Local Property Taxes.

Section 4.3 Remedies for Non-Payment

The Entity's failure to make the requisite Payment In Lieu of Taxes and/or sewer and water change payments in a timely manner shall constitute a violation and breach of this Agreement and the City shall, among its other remedies, have the right to proceed against the

property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, *et seq.* In addition, the City may terminate this Agreement by duly authorized action of the governing body after having provided the Entity with a written Notice of Default. This Notice shall provide for a sixty (60) day period for the Entity to cure the default from the date of Notice of Default.

Section 4.4 Material Conditions/Partial Invalidity of the Agreement

- (a) It is expressly agreed and understood that all payments of the Payment In Lieu of Taxes, added/omitted taxes, water and sewer charges and any interest payments due, relating to the Subject Property, are material conditions of this Agreement.
- (b) If any term, covenant or condition of this Agreement shall be deemed invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Article V – Dispute Resolution

Section 5.1 Remedies

In the event of a claim of a breach of the within Agreement by either of the parties hereto, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, other than those items specifically included as material conditions herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of this law as amended and supplemented. In the event the Superior Court shall not entertain jurisdiction, then the parties, or each party individually, may submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations. The

costs for such Court proceedings and/or arbitration procedure shall be borne by the Entity. In the event of a default on the part of the Entity to pay the Payment In Lieu of Taxes as provided in this Agreement, the City, among its other remedies, reserves the right to proceed against the Entity's land and premises, in the manner provided by N.J.S.A. 54:5-1, et seq.

Article VI – Certificate of Occupancy of Property

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to make application for and make all reasonable efforts to obtain the necessary Certificate of Occupancy in a timely manner as required by the applicable City ordinance. The Entity's failure to use reasonable efforts to secure said Certificate of Occupancy shall subject the property to full local property taxation, provided that the City has served the appropriate Notice of Termination pursuant to Section 4.3 hereof, that the appropriate cure period has passed and that the City has reasonably cooperated in processing the Entity's request for the issuance of such Certificate of Occupancy.

Section 6.2 Filing of Certificate of Occupancy

It shall be the responsibility of the Entity to forthwith file with the Tax Assessor, the Tax Collector and the Chief Financial Officer of the City a copy of such Certificate of Occupancy.

Section 6.3 Inspection of Property

The Entity or its successor shall permit City officials to inspect the Subject Property periodically to insure proper compliance with the terms of this Agreement.

Section VII – Assignment and/or Assumption

Section 7.1 Approval

It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project site and the transfer of the Agreement

to a party eligible to operate the Subject Property under the Law, provided that the Entity is not in default of any provision of this Agreement, that it is in full compliance with N.J.S.A. 40A:21-1, et seq., and that the Entity's obligation under this Agreement with the City is fully assumed by the transferee.

Section 7.2 Operation of Project

The Project shall be operated in accordance with the provisions of the Act, N.J.S.A. 40A:21-01, et seq., as currently amended and/or supplemented. If the Entity wishes to change the scope of the Project in any respect from that which is identified on the Application, then the Entity must first submit its proposal to the City for prior review and approval. The City reserves the right to terminate the within Agreement if any change in the scope of the Project does not meet with City approval.

Section 7.3 Termination

The Entity hereby agrees at all times prior to the expiration or termination of this Agreement to remain bound by the provisions of N.J.S.A. 40A:21-1, et seq. as currently amended and supplemented. It is an express condition in the granting of this tax abatement that, for the 5-year duration of the exemption, the Entity shall not convey or transfer all or part of its ownership interest in the Subject Property without prior consent of the Municipal Council. In the event of such transfer without prior consent of the Municipal Council, this Agreement shall be deemed terminated. The Subject Property may then be subject to assessment under the Added Assessment Law or Omitted Assessment Law, or Local Property Tax Law, whichever may be applicable, for the period subsequent to such termination.

Article VIII – Waiver

Section 8.1 Waiver

No provision contained in this Agreement shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City has under law, equity, or any provision of this Agreement.

Article IX – Notice

Section 9.1 Notice

Any notice hereunder to be submitted by either party to the other shall be sent by certified mail or registered mail, return receipt requested, addressed as follows:

- (a) When sent by the City to the Entity it shall be addressed as: Brother In The Blue, LLC, 1002 Fifth Avenue, Asbury Park, New Jersey 07712.
- (b) When sent by the Entity to the City, it shall be addressed to the City Clerk, City of Asbury Park, One Municipal Plaza, Asbury Park, New Jersey 07712, with copies sent to the City Attorney, Tax Collector, Tax Assessor and the Chief Financial Officer. The notice to the City shall identify the Subject Property as Block 1101, Lots 41 and 42 on the Official Tax Map of the City of Asbury Park, New Jersey.

Article X – Compliance

Section 10.1 Statutes and Ordinances

The Entity hereby agrees at all times prior to the expiration or termination of this Agreement to remain bound by the applicable provisions of Federal and State Statutes and Municipal Ordinances and Regulations including, but not limited to, N.J.S.A. 40A:21-1, *et seq.* The Entity's failure to comply with such statutes or ordinances that may materially and adversely

affect the City's ability to enforce this Agreement and/or receive the benefits hereof shall constitute a violation and breach of this Agreement. The City shall, among its other remedies, have the right to terminate this Agreement provided that the City shall first serve a written Notice of Default upon the Entity. Such Notice shall provide a sixty (60) day right to cure by the Entity from the date of the Notice of Default.

Article XI – Construction

Section 11.1 Construction

This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Jersey.

Article XII – Indemnification

Section 12.1 Defined

It is understood and agreed that, in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of the within Agreement and/or the provisions of N.J.S.A. 40A:2-1, *et seq.* by the Entity, the Entity shall indemnify and hold the City harmless. The Entity agrees to defend said action at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents. The expense of such intervention by the City shall be borne by the City.

Article XIII – Default

Section 13.1 Default

Default shall be defined as the failure of the Entity to conform with the terms of this Agreement or the interference by the Entity in the City's attempt to enforce this Agreement or to receive the benefits hereof.

Section 13.2 Cure Upon Default

Should the Entity be in default as defined and set forth in this Agreement, the City shall notify the Entity in writing of said default. Said notice shall set forth with particularity the basis of said default. The Entity shall have sixty (60) days to cure any default from the date of Notice of Default.

Section 13.3 Remedies Upon Default

All of the remedies provided in this Agreement to the City and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. Any action instituted by the City against the Entity for any violation of this Agreement shall not deprive the City of any of its other rights and remedies under this Agreement, including the right to collect any delinquent taxes, payments in lieu of taxes, and/or water and sewer charges, with interest. The City's right to seek payment of any tax arrearages, or delinquent municipal charges, shall not constitute a waiver of the City's right to terminate this Agreement or to proceed with In Rem Foreclosure action or any other remedy as provided for in this Agreement and under existing statutes.

Article XIV – Termination

Section 14.1 Termination Upon Default of the Entity

In the event the Entity fails to cure or remedy such default or breach within the time period provided in this Agreement, the City may cancel this Agreement at any time thereafter.

Article XV – Miscellaneous

Section 15.1 Conflict

The parties agree that, in the event of a conflict between the Application and the Agreement, the language and provisions in the Agreement shall govern and apply.

Section 15.2 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Municipal Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modification thereto other than by a written instrument executed by both parties and delivered to each.

Section 15.3 Entire Document

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

Section 15.4 Good Faith

In their dealings with each other, utmost good faith is required from the Entity and the City.

Section 15.5 Grammatical Agreement

The bracketing of the letter(s) at the end of a word as unit(s) shall mean the singular or plural as proper meaning and all related verbs and pronouns shall be made to correspond.

Section 15.6 Recording

Either this entire Agreement or a memorandum of recording shall be filed and recorded with the Monmouth County Clerk by the City.

Section 15.7 Director, Division of Local Government

As required by N.J.S.A. 40A:21-11, a copy of this Agreement shall be forwarded by the Clerk of the City to the Director of the Division of Local Government Services within thirty (30) days of its adoption and execution.

Section 15.8 Preclusion of Filing Tax Appeal

During the 5-year term of this Agreement, the Entity or its successor shall not file a tax appeal regarding the valuation of the Subject Property before the Monmouth County Board of Taxation or the New Jersey Tax Court. In the event such a tax appeal is filed, this Agreement shall be deemed breached and the Entity shall be required to pay full property taxes for the entire 5-year period, plus interest as if the Agreement were never consummated. The City shall retain the full rights of the Tax Sale Law to collect all delinquent taxes in the event of such a breach of the Agreement.

Section 15.9 Processing Fees

The Entity agrees to reimburse the City for all legal and processing fees incurred by the City in effectuating this Agreement. Such costs shall not exceed \$5,000.00 in the aggregate.

Article XVI – Approval of Agreement by Entity

Section 16.1 Authorizing Resolution by Entity

The signatory of this Agreement on behalf of the Entity hereby certifies in lieu of oath that by signing this Agreement said individual represents that the Entity has properly authorized such signing and has approved this Agreement by proper action of its member(s).

The Parties, through their respective representatives, accept the terms of this Agreement by signing below.

CITY OF ASBURY PARK

BY: _____
HON. JOHN MOOR, MAYOR

ATTEST CLERK/WITNESS

By: _____
MELODY HARTSGROVE,
DEPUTY CITY CLERK

BROTHER IN THE BLUE, LLC

BY: _____
Print Name: _____
Title: _____

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2019-34**

**BOND ORDINANCE AMENDING AND SUPPLEMENTING
BOND ORDINANCE NUMBER 2019-7 (WHICH PROVIDES
FOR PARKING UTILITY IMPROVEMENTS)
HERETOFORE FINALLY ADOPTED BY THE CITY
COUNCIL OF THE CITY OF ASBURY PARK, IN THE
COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON
MARCH 13, 2019, TO INCREASE THE APPROPRIATION
BY \$135,000 AND TO INCREASE THE AUTHORIZATION
OF BONDS OR NOTES BY \$135,000**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF
ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS
FOLLOWS:**

SECTION 1. The bond ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), heretofore finally adopted by the City Council thereof on March 13, 2019, numbered 2019-7 and entitled, "BOND ORDINANCE PROVIDING FOR PARKING UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$440,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$440,000 IN BONDS OR NOTES TO FINANCE THE COST THEREOF" (the "Original Ordinance"), which Original Ordinance is hereby amended and supplemented, as follows:

SECTION 2. For the improvements or purposes set forth in Section 3(a) of the Original Ordinance, as amended and supplemented hereby, there is hereby appropriated the additional sum of \$135,000. Therefore, the total appropriation of the Original Ordinance, as amended and supplemented hereby, shall be increased by \$135,000 from \$440,000 and shall equal the amount of \$575,000, said sum being inclusive of all appropriations heretofore made in the Original Ordinance, as amended and supplemented hereby.

SECTION 3. (a) In order to finance the additional cost of the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, additional negotiable bonds or notes of the City in the amount of \$135,000 are hereby authorized to be issued by the City, such that the total authorization of negotiable bonds or notes to be issued by the City for the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, shall be increased by \$135,000 from \$440,000 and shall equal the amount of \$575,000. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and N.J.S.A. 40A:2-11(c), as amended and supplemented, no down payment is required for the improvements or purposes set forth in Original Ordinance, as amended and supplemented hereby, as the Parking Utility of the City of self-liquidating.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes set forth in Section 3 the Original Ordinance, as amended and supplemented hereby, is equal to \$575,000.

(c) The estimated cost of the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, is equal to \$575,000.

SECTION 4. The Capital Budget of the City is hereby amended, as necessary, to conform with the provisions of this amendatory and supplemental bond ordinance and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs (the "Director of the Division of Local Government Services"), will be on file in the office of the Deputy Clerk and will be available for public inspection.

SECTION 5. The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed

duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this amendatory and supplemental bond ordinance by \$135,000 and the said obligations authorized herein will be within all debt limitations prescribed by law.

SECTION 6. Section 7(d) of the Original Ordinance is hereby amended to read as follows: “(d) An aggregate amount not exceeding \$200,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.”

SECTION 7. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by the Original Ordinance, as amended and supplemented hereto. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 8. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 3 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of the Original Ordinance, as amended and supplemented hereto. This Section 8 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 9. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the

appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 10. The City covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all bonds and notes issued under the Original Ordinance, as amended and supplemented hereby.

SECTION 11. Except as expressly amended and supplemented hereto, the Original Ordinance shall remain in full force and effect.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

ADOPTED ON FIRST READING

DATED: August 14, 2019

MELODY HARTSGROVE,
Deputy Clerk of the City of Asbury Park

ADOPTED ON SECOND READING

DATED: September 11, 2019

MELODY HARTSGROVE,
Deputy Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2019.

JOHN B. MOOR,
Mayor of the City of Asbury Park

DATED: September 11, 2019

CINDY A. DYE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2019

JOHN MOOR,
Mayor of the City of Asbury Park



Minutes
Meeting of the Municipal Council
Wednesday, September 11, 2019
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	
Melody Hartsgrove	Deputy City Clerk	Present	
Cindy Dye	City Clerk	Absent	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

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

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

City Manager Capabianco stated that there are no items at this time.

Special Event Applications

Leesha Floyd reviewed the special events applications with the Council.

Items to be presented by David A. Kaplan, Registered Municipal Accountant

David Kaplan, Registered Municipal Accountant reviewed the report on the 2018 Audit with Mayor and Council.

1. Report of 2018 Audit

Review of Agenda Items for September 11, 2019 Regular Meeting

City Manager Capabianco reviewed the agenda for this evenings meeting.

Matters from City Council

Council member Chapman, stated a Rain Garden Design workshop was being hosted by the Deal Lake Watershed Alliance and Rutgers on Wednesday September 18 at 6:00 pm at the Ocean Township Senior Center. Energy assistance is available on Tuesday September 24 from 9:00 to 6: 00 pm at The Salvation Army. Council member Chapman, stated expungement services are available on Saturday September 14 at St. Stephens AMEZ Church starting at 11:00 am. Zagster is looking for help become a member of team. Council member Kendle, stated Coffee with a Councilperson will be on Thursday September 19 at High Voltage Cafe located at 808 Spring

wood Ave, come get to know council persons Jesse Kendle and Eileen Chapman. Deputy Mayor Quinn, stated that Shop Here Now will be on Saturday 9/21 & Sunday 9/22 from 12-5 pm come and support all of the local merchants during the SeaHearNow festival. Deputy Mayor Quinn asked City Attorney Raffetto to give an update on the Affordable Housing that he is working on for the city. A big thank you to Sonia for the great job on the Fall Newsletter. Monmouth County SPCA is offering a Pitt Stop Program that offers free spay and neuter to residents of Asbury Park. Mayor Moor, stated the Mayor's Wellness committee is having a Tailgate for Health at Home Drugs located at 812 Main Street on Sunday September 15th from 1-5 pm.

Matters from City Manager

1. Fire Department Apparatus Replacement Schedule

Battalion Chief Pasquariello, reviewed the Fire Department Replacement Schedule with Mayor & Council.

2. Census Complete Count Committee

City Manager Capabianco, provided Mayor & Council with an update on the upcoming Census Complete Count Committee.

Matters from City Attorney

City Attorney Raffetto, stated he had no matters at this time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, September 11, 2019
REGULAR MEETING

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

A motion made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public all in favor. The following members of the public spoke. Christian Hubert, Rita Marano, Ernest Mignoli, Felicia Simmons, Louise Murry, Sylvia Sylvia , Chris Wardlow, Kerry Butch, Jennifer Smith and Madeline Monaco.

MINUTES

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

1. **Motion to:** Executive Minutes of August 14, 2019 4:00 pm
2. Municipal Council - Work Session - Aug 14, 2019 6:00 PM
3. Municipal Council - Regular Meeting - Aug 14, 2019 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

2019-289 Resolution Approving Special Event Applications

2019-290 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Senior Center Grant

2019-291 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2019 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Clean Communities Grant

2019-292 Cancelling a Professional Services Contract to T&M Associates to Prepare Documents for the proposed North End Boardwalk improvements

2019-293 Resolution Authorizing the Monmouth County Asbury Park Police Department to Participate in The Defense Logistics Agency, Law Enforcement Support Office, 1033 Program to Enable the Asbury Park Police Department to Request and Acquire Excess Department of Defense Equipment

2019-294 Resolution to Refund Overpaid Taxes on Block 3505 Lots 8.15 & 8.32 301 Fourth Avenue Unit 101 & 201

INDIVIDUAL RESOLUTIONS

2019-295 Resolution Accepting the 2018 Municipal Audit

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

2019-296 Resolution Adopting a Corrective Action Plan in Response to the Recommendations Contained in the 2018 Report of Audit

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

2019-297 Resolution Approving Payment of Bills

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

2019-270 Awarding a contract for Sunset Lake Pond Management

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

2019-298 Authorizing a Professional Services Contract to IWS Consulting LLC for Management Assistance

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

2019-299 Awarding Bid for Traffic Control Signage

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

2019-284 Resolution of The City of Asbury Park Referring The Proposed Amendment To The Waterfront Redevelopment Plan Dated August 2019, To The Planning Board In Accordance With The Local Redevelopment And Housing Law, N.J.S.A. 40a:12a-7

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

2019-300 A Resolution of The Mayor and Council of The City of Asbury Park, Acting as The Redevelopment Entity, Approving and Authorizing an Agreement With 545 Lake Urban Renewal LLC. Regarding the Redevelopment of Certain Properties Within the Central Business District Redevelopment Area

Motion made by Mayor Moor to table resolution 2019-300 and seconded by Deputy Mayor Quinn, all in favor and resolution 2019-300 is tabled.

RESULT:	TABLED [UNANIMOUS]
	Next: 9/25/2019 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-301 Amending the Contract for T&M Associates for Services with the Sunset Lake Master Plan via Change Order 1

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

2019-302 Resolution Authorizing the Leasing of a Factory Certified Pre-Owned Aerial Ladder Fire Truck for the Fire Department

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

2019-303 Resolution Authorizing the Purchase of Traffic Signal Equipment

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

2019-304 Resolution Authorizing the Purchase of a Summit Positive Displacement Pump for the Sewer Plant

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

2019-305 Resolution Authorizing the Purchase of Cyber Security Testing Services

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

2019-306 Resolution Authorizing an Annual Service Agreement for Power DMS for the Police Department

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

2019-307 Entering in an Agreement with the Asbury Park Housing Authority for Increased Public Safety

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

2019-308 Resolution to Approve Place to Place Liquor License Transfer of Plenary Retail Consumption License Number 1303-32-038-006 Ohana Kitschen Company

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

2019-309 Resolution Approving a Person to Person Liquor License Transfer of Plenary Retail License Number 1303-33-044-015 From AP Restaurant IV LLC to AP Restaurant V LLC

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

ORDINANCES

Introduction

2019-38 Ordinance of The City Of Asbury Park Authorizing The Adoption of An Amendment To The Waterfront Redevelopment Plan

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/25/2019 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-39 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/25/2019 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-40 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/25/2019 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-41 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/25/2019 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2019-42 Bond Ordinance Providing for Beach Utility Improvements, By and in the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “city”); Appropriating \$1,375,000 Therefor and Authorizing the Issuance of \$1,375,000 Bonds or Notes of the City to Finance Part of The Costs Thereof

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 10/9/2019 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2019-32 An Ordinance Amending Chapter Two Section Forty-Nine Parking Utility

Motion made by Council member Kendle to open Ordinance 2019-32 to the public and seconded by Deputy Mayor Quinn, all in favor. No members of the public spoke.

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

2019-33 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

Motion to open Ordinance 2019-33 to the public was made by Council Member Kendle and second by Deputy Mayor Quinn, no members of the public had a comment. Motion to adopt Ordinance 2019-33 was made by Council Member Kendle and seconder by Council Member Chapman.

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

2019-36 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations

Motion to open ordinance 2019-36 to the public made by Council Member Chapman and seconded by Council Member Kendle, all in favor and no members of the public had a comment.

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

2019-35 A Capital Ordinance Appropriating the Sum of \$119,000 for Milling and Paving of Various Roads in the City of Asbury Park

Motion to open Ordinance 2019-35 to the public was made by Made by Mayor Moor and seconded by Council Member Kendle, all in favor. The following members of the public spoke : Rita Marano. Motion to close Ordiance 2019-35 to the public by

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

2019-37 An Ordinance Authorizing The City of Asbury Park To Grant A 5-Year Abatement For Property Designated As Block 1101, Lots 41 And 42, And Authorizing The Mayor And Municipal Clerk To Execute The Attached Agreement.

Motion to open Ordinance 2019-37 to the public was made by Council Person Chapman and seconded by Deputy Mayor Quinn, no members of the public spoke. Motion to adopt Ordinance 201-37 was made by Council Person Kendle and seconded by Council Person Chapman.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Jesse Kendle, Amy Quinn, John Moor
ABSTAIN:	Yvonne Clayton

2019-34 Bond Ordinance Amending and Supplementing Bond Ordinance Number 2019-7 (which provides for parking utility improvements) Heretofore Finally Adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on March 13, 2019, to Increase the Appropriation by \$135,000 and to Increase the Authorization of Bonds or Notes by \$135,000

Motion to open ordinance 2019-34 to the public made by Deputy Mayor Quinn and seconded by Council Member Chapman all in favor, the following members of the public spoke: Rita Marano- Motion to close ordinance 2019-34 to the public was made by Deputy Mayor Quinn and seconded by Council Member Chapman.

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

ADJOURNMENT

The meeting was adjourned at 8:00 PM

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk