



Agenda
Meeting of the Municipal Council
Wednesday, September 13, 2023
REGULAR MEETING 6:00 PM

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

2023-414 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. NJDOT Grant Funding -Monroe Avenue & Comstock Street
2. Wastewater Treatment Plant Improvement Project Proposal
3. 1012 Asbury Avenue
4. 1201 Memorial Drive
5. 1001 First Avenue

B. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the “Open Public Meetings Act,” Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 3, 2023, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Proclamation

1. Recognizing September as Prostate Cancer Awareness Month

Special Event Applications:

Items to be Presented:

Presentation by UEZ Business Development Administrator - Partial Allocation of FY
2023 UEZ Funds

Matters from City Council

Matters from City Manager

Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting August 28, 2023 12:00 PM
- Municipal Council - Special Meeting - Aug 28, 2023 12:00 PM

C. Consent Agenda Resolutions

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

2023-415 Resolution Approving Special Event Applications

2023-416 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 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Mental Health Services Additional Funds

2023-417 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 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement Proceeds

2023-418 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 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Madison Marquette Payment for Special Police Boardwalk

2023-420 Resolution to Refund Overpaid Municipal Charges for Various Properties

D. Individual Resolutions

2023-421 Resolution Approving Payment of Bills

2023-422 Resolution Authorizing the Purchase of a Stand On Blower for DPW

2023-423 Resolution Authorizing the Purchase of an SUV for Social Services

- 2023-424 Resolution Authorizing Payment for Rental of Equipment for the Back to School Fair
- 2023-425 Resolution Authorizing the Purchase of Fire Department Equipment from VE Ralph & Son Inc. and Continental Fire & Safety with Community Development Block Grant (CDBG) Funds
- 2023-426 Resolution Authorizing Payment to Rapid Pump & Meter Service Co., Inc. for Emergency Service and Repairs to a Variable Frequency Drive Controller at the WWTP
- 2023-427 Resolution Authorizing Payment to Holiday Designs for the Installation of Holiday Lighting through Community Development Block Grant (CDBG) Funding
- 2023-428 Resolution Authorizing Payment to the Boys & Girls Club of Monmouth for Public Facility Upgrades Through Community Development Block Grant (CDBG) Funding
- 2023-429 Resolution Approving Change Order 6 for Memorial Drive Improvements Project
- 2023-430 Resolution Authorizing a Contract with Rescue Products International Inc. for Fire Department Training
- 2023-431 Resolution Authorizing Funding To Community Affairs Resource Center For The Administering Of Rental & Utility Assistance Through The Community Development Block Grant (CDBG) Funding
- 2023-432 Resolution Awarding a Contract to Millenium Communications Group for Security Cameras in Various Locations within Asbury Park
- 2023-433 Resolution Authorizing an Agreement 2023 Fire Department Apparatus and Equipment Testing
- 2023-434 Resolution Amending a Contract with Allied Diesel Service for the Repairs to the Senior Center Bus
- 2023-435 Resolution Amending a Contract with G.M.H. Associates for Thickener Mechanism and Drive Units Needed at the Wastewater Treatment Plant
- 2023-436 Resolution Rescinding Resolution 2022-190 and Authorizing the Purchase of a New Kubota for the Beach Department
- 2023-437 Resolution Rescinding Resolution 2023-303 and Authorizing a Contract for a New Influent Pump #2 at the Wastewater Treatment Plant
- 2023-438 Resolution Rescinding Resolution 2022-438 and Amending the Contract with S. Brothers via Change Order #1 for Roadway Improvement Program
- 2023-439 Resolution Authorizing The City of Asbury Park To Execute A Memorandum of Agreement with Interfaith Neighbors, Inc. In order To Carry Out Activities And To Accomplish The Objectives Envisioned For The Asbury Park Food Waste Diversion Program.
- 2023-440 Resolution Requesting Permission for the Dedication by Rider For Revenues Derived from Donations Required by N.J.S.A. 40A:5-29

- 2023-441 Resolution Authorizing The Use Of Funds Designated For The City Of Asbury Park From The Fiscal Year 2023 Asbury Park Urban Enterprise Zone Fund For The Asbury Park Employee Retention Stipend Project
- 2023-442 Resolution Authorizing The Use Of Funds Designated For The City Of Asbury Park From The Fiscal Year 2023 Asbury Park Urban Enterprise Zone Fund For The Asbury Park Roller Rink Festival Project
- 2023-443 Resolution Authorizing The Use Of Funds Designated For The City Of Asbury Park From The Fiscal Year 2023 Asbury Park Urban Enterprise Zone Fund For The Asbury Park Made And Sold In Asbury Park Project
- 2023-444 Resolution of the City of Asbury Park Releasing the Performance Bond for 405-409 Sewell Avenue (Block 3202, Lot 10.01 formally known as lots 9 and 10); and Accepting Maintenance Guarantee
- 2023-445 Resolution of The Mayor And City Council of The City of Asbury Park Referring an Accessory Dwelling Unit (“ADU”) Ordinance To The City of Asbury Park Planning Board, and Directing The Planning Board To Take Certain Actions Pursuant To The New Jersey Municipal Land Use Law

E. Ordinances

1. Introduction

- 2023-29 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons In The City Of Asbury Park, And Amending And Supplementing Section 7-36, Entitled, “Handicapped Parking,” Of Chapter Vii, “Traffic,” Of The “Revised General Ordinances Of The City Of Asbury Park, New Jersey.”

F. Adjournment

**RESOLUTION NO. 2023-414****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 13, 2023 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. NJDOT Grant Funding -Monroe Avenue & Comstock Street
2. Wastewater Treatment Plant Improvement Project Proposal
3. 1012 Asbury Avenue
4. 1201 Memorial Drive
5. 1001 First Avenue

B. Attorney-Client Privilege:

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

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Monday, August 28, 2023
SPECIAL MEETING

Executive Session - 12:00 p.m.

2023-409 Resolution Authorizing a meeting which excludes the public

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

ATTORNEY-CLIENT PRIVILEGE

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 12:40 PM.

PUBLIC PARTICIPATION

A motion was made by Council member Clayton and seconded by Council member Ahbez-Anderson to open the meeting to the public. All were in favor. The following members of the public spoke: Theresa Jones made a comment about parking and signs at the transportation center, and pickup/dropoff of train passengers; Felicia Simmons made a comment about Resolution 2023-411 Execution of a settlement agreement between the City of Asbury Park and Fair Share Housing Center; Anette Kreipke made a comment about ADU's.

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

Minutes Acceptance: Minutes of Aug 28, 2023 12:00 PM (Minutes)

MINUTES

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

1. Municipal Council- Executive Meeting August 9, 2023 4:00 PM

2. Municipal Council - Regular Meeting - Aug 9, 2023 6:00 PM **Accepted**

INDIVIDUAL RESOLUTIONS

2023-410 Resolution Approving Payment of Bills

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

2023-411 Resolution Authorizing Execution Of Settlement Agreement Between City Of Asbury Park And Fair Share Housing Center

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

2023-412 Resolution of The City of Asbury Park Authorizing The Issuance of Certificate of Completion to 545 Lake Urban Renewal LLC For Block 3105, Lots 4.01 And 4.02 Within The Central Business District Redevelopment Area

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

2023-413 Resolution Authorizing Execution of a Commodity Resale Agreement with The County of Monmouth

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

ADJOURNMENT

The meeting was adjourned at 12:52 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 12:52 PM.

Minutes Acceptance: Minutes of Aug 28, 2023 12:00 PM (Minutes)

Respectfully submitted by:

Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Aug 28, 2023 12:00 PM (Minutes)



RESOLUTION NO. 2023-415

**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 13, 2023 the following Special Events Applications were presented for approval by the Director of Recreation:

1. APHS Homecoming Parade
2. AP Punk Rock Flea Market
3. Clean Ocean Action Fall Beach Sweeps
4. Cycling for the Center
5. Wedding 10/15

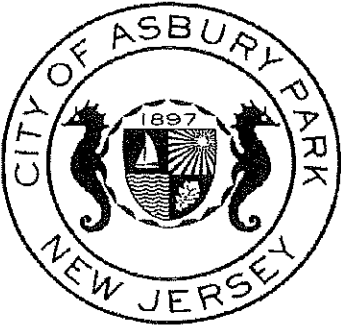
WHEREAS, the Mayor and Council have determined to approve said applications, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-415 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: October 12, 2023 Rain Date: _____

Time of Event: 2:00pm to 4:00pm Setup time: 2:00pm Break-down time: 2:45pm

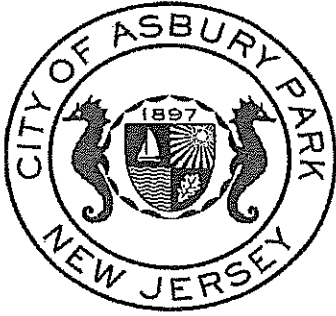
Name of Event: Homecoming Parade

Location of Event: City Hall

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: Sunday October 8, 2023 Rain Date: N/A

Time of Event: 11am to 5pm Setup time: 8am Break-down time: 5pm

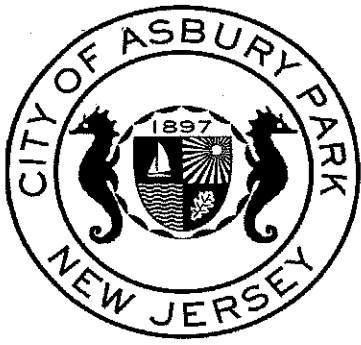
Name of Event: Asbury Park Punk Rock Flea Market

Location of Event: Bradley Park

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: October 21, 2023

Rain Date: Not set at this time

Time of Event: 9 am to 12:30 pm

Setup time: 8:30 am

Break-down time: 12:30 pm

Name of Event: Clean Ocean Action's Fall Beach Sweeps

Location of Event: Convention Hall (South side) & 1st Ave Beach

Type of Event (check all that apply):

- ☐ Festival
☐ Wedding*

- ☐ Bike Ride/Race
☐ Rally/Demonstration

- ☐ Parade
☒ Beach Event
☐ Triathlon
☐ Swim Event

- ☐ Foot Race
☐ Concert
☐ Multi Day Event
☐ Other: _____

Attachment: special event apps 913 mtg (2023-415 : Special Event Applications)



Date Application Received: _____
Application Fee Paid: _____

CITY OF ASBURY PARK SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: Saturday, 09/30/23 Rain Date: N/A

Time of Event: 8am to 3pm Setup time: 1 Hour Break-down time: 1 Hour

Name of Event: Cycling for The Center 2023

Location of Event: From Asbury Park to Sandy Hook along the ocean and then back

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.

Attachment: special event apps 913 mtg (2023-415 : Special Event Applications)



Wedding Ceremony Application

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

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

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

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

Wedding Date: 10/15/23 Ceremony start time: 2pm End time: 5pm
 Setup time: _____ (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
 Location of Ceremony: Sunset Lake & Park

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

Applicant 1- Name & Address: Samantha Kaufman
476 Greylock Pkwy Belleville, NJ 07109
 Contact #: 973-652-6239 Email Address: samanthakaufman19@gmail.com

Applicant 2- Name & Address: Morgan Marak
476 Greylock Pkwy
 Contact #: 973-567-8977 Email Address: Morganmarak90@gmail.com
 # of people in wedding party: 2 # of people attending wedding: 20-25

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

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

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

Attachment: special event apps 913 mtg (2023-415 : Special Event Applications)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-416

Add 2023 Mental Health Grant additional funds to the 2023 Budget in the amount of \$3,417.00



RESOLUTION NO. 2023-416

**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 2023 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - MENTAL HEALTH SERVICES ADDITIONAL
FUNDS**

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 2023 in the sum of \$3,417.00. Which is now available from the NJ Division of Mental Health Services-Mental Health Grant additional funds.

BE IT FURTHER RESOLVED, that a like sum of \$3,417.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Mental Health 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, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-416 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-417

Add 2023 Additional National Opioid Settlement Proceeds in the amount of \$38,122.80



RESOLUTION NO. 2023-417

**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 2023 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - NATIONAL OPIOID SETTLEMENT
PROCEEDS**

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 2023 in the sum of \$38,122.80. Which is now available from the NJ Department of Community Affairs National Opioid Settlement Proceeds.

BE IT FURTHER RESOLVED, that a like sum of \$38,122.80 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

National Opioid Settlement Proceeds

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, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-417 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-418

Madison Marquette Payment for Special Police Boardwalk



RESOLUTION NO. 2023-418

**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 2023 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - MADISON MARQUETTE PAYMENT FOR
SPECIAL POLICE BOARDWALK**

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 2023 in the sum of \$75,000.00. Which is now available from the Madison Marquette LLC - Special Police - Beach

BE IT FURTHER RESOLVED, that a like sum of \$75,000.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Madison Marquette LLC - Special Police - Beach

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, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-418 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-420

This resolution is to refund overpayments.



RESOLUTION NO. 2023-420

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

RESOLUTION TO REFUND OVERPAID MUNICIPAL CHARGES FOR VARIOUS PROPERTIES

WHEREAS, the below properties have overpayments credited against their accounts;
and

WHEREAS, the Tax Collector has been requested, in writing, to refund the payer, who has provided documented proof of payment; 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) Refund an overpayment of taxes in the amount of \$5,333.15 to Katherine Healey and Michael Szczurek, for Block 4301, Lot 4, 305 Eighth Avenue.
- 2) Refund an overpayment of PILOT charges in the amount of \$13,444.24 to CoreLogic Tax Services, for Block 4002, Lot 1.1007 C1007, 1101 Ocean Ave, Unit 1007.
- 3) Refund an overpayment of taxes and PILOT charges in the amount of \$2,662.88 to William Beegle and Kelly Harrington, for Block 4202, Lot 4.18 C2409, 1501 Ocean Ave, Unit 2409.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-420 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-421

Resolution authorizing the payment of bills in the amount of \$3,563,998.27



RESOLUTION NO. 2023-421

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$3,563,998.27

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

CURRENT VOUCHERS	\$ 1,739,044.27
BOARD OF EDUCATION	<u>1,824,954.00</u>
 TOTAL VOUCHERS	 \$ <u>3,563,998.27</u>

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-421 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK

September 6, 2023
03:25 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 1

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 2-First to 3-Last Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/23 Include Non-Budgeted:
Vendors: All
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

Fund: CURRENT
Department: LEGAL SERVICES
Extd: LEGAL SERVICES

2-01-20-155-000-209	LEGAL SERVICES Fees					
ARCHGR	ARCHER & GREINER, P.C.	23-02549	Invoice 4296996 General	910.00	0.00	
	Extd Total: LEGAL SERVICES			910.00		
	Department Total: LEGAL SERVICES			910.00		
	CAFR Total:			910.00		
	Fund Total: CURRENT			910.00		

Fund: SEWER UTILITY: BUDGET:
Department: UTILITY OE
Extd: SEWER UTILITY O/E: OTHER EXPENSES:

2-07-55-502-000-234	SEWER UTILITY O/E: ARP Funds					
TMASSO	T & M ASSOCIATES	22-00452	MEMORIAL DR SEWER REPLACEMENT	124.73	0.00	B
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			124.73		
	Department Total: UTILITY OE			124.73		
	CAFR Total:			124.73		
	Fund Total: SEWER UTILITY: BUDGET:			124.73		
	Year Total:			1,034.73		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

3-01-20-100-000-209	ADMINISTRATION Professional Services					
JERPRO	JERSEY PROFESSIONAL MANAGEMENT	23-02179	RECRUITMENT OF CITY MANAGER	610.00	0.00	B
3-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR	KEPWEL SPRING WATER	23-02603	ACCT #117290 AUGUST 2023	561.50	0.00	
	Extd Total: ADMINISTRATION			1,171.50		
	Department Total: ADMINISTRATION			1,171.50		

Department: CENTRAL FUNCTIONS
Extd: CENTRAL FUNCTIONS

3-01-20-115-000-299	CENTRAL FUNCTIONS Misc.					
CMRSFP	CMRS-FP	23-02611	Postage	2,500.00	0.00	
	Extd Total: CENTRAL FUNCTIONS			2,500.00		
	Department Total: CENTRAL FUNCTIONS			2,500.00		

Attachment: BILL LIST 9.13.23 (2023-421 : Payment of Bills)

September 6, 2023
03:25 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
3-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
RRDON005	R.R. DONNELLEY & SONS COMPANY	23-01581	5/25/23 Paper Order	152.75	0.00	
3-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	23-02492	#5798135, 5797776 8/16/23 ADS	114.44	0.00	
THECOA	THE NEW COASTER, LLC	23-02493	Invoice #60431 SPECIAL MEETING	30.81	0.00	
ASBPAK	ASBURY PARK PRESS	23-02545	#5800088 SPECIAL MEETING 8/18	71.08	0.00	
NJADV	NJ ADVANCE MEDIA LLC	23-02564	#10722495 8/17 & 10723049 8/18	117.20	0.00	
				333.53		
3-01-20-120-000-238	MUNICIPAL CLERK Contractua					
GRALLC	GRANICUS, LLC	23-02546	INVOICE #170298 SEPTEMBER 2023	755.63	0.00	
	Extd Total: MUNICIPAL CLERK			1,241.91		
	Department Total: MUNIC CLERK			1,241.91		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
3-01-20-130-000-202	FINANCE Office Supplies					
AMAZO005	AMAZON.COM SERVICES	23-02580	CANON CALCULATOR MP49DII	89.90	0.00	
3-01-20-130-000-206	FINANCE Copier					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	23-02483	40047625 Contract Pmt 60 of 60	1,998.18	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	23-02485	40112576 Contract Pmt 6 of 60	1,056.59	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	23-02532	CONTRACT BILLING - 1/1-6/30/23	9,907.67	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	23-02534	CONTRACT #107125 - PARKING AUT	1,656.97	0.00	
				14,619.41		
3-01-20-130-000-209	FINANCE Fees					
GREFIN	GREATAMERICA FINANCIAL SVCS.	23-02608	Invoice #34741079 - Oct. 2023	339.50	0.00	
3-01-20-130-000-222	FINANCE Training					
JPMUN	JPMONZO MUNICIPAL CONSULTING	23-02351	BUDGET/FAST WEBINAR T. LIZARDI	50.00	0.00	
INSFOR	INSTITUTE FOR PROFESSIONAL	23-02558	Invoice 101823 October 18,2023	50.00	0.00	
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	23-02578	10/10/23 WEBINAR T. LIZARDI	45.00	0.00	
				145.00		
3-01-20-130-000-223	FINANCE Condo Reimbursements					
HOLLY005	HOLLY HOUSE PRESERVATION LP	23-02542	1st half 2023 Trash Reimb.	2,795.28	0.00	
3-01-20-130-000-248	FINANCE Petty Cash					
CITY	CITY OF ASBURY PARK	23-02548	Petty Cash Replenishment	217.98	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			18,207.07		
	Department Total: FINANCE			18,207.07		

Attachment: BILL LIST 9.13.23 (2023-421 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
3-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
AMAZO005	AMAZON.COM SERVICES	23-02426	iphone & iPad Accessories	90.57	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			90.57		
	Department Total: COMPUTER MIS			90.57		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
3-01-20-145-000-209	TAX REV ADMIN Fees					
CRAPRI	CRAFTMASTER PRINTING, INC.	23-02392	ENVELOPES	1,312.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			1,312.00		
	Department Total: TAX REV ADMIN			1,312.00		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
3-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL	MARAZITI FALCON, LLP	23-02501	PROFESSIONAL SERVICES RENDERED	10,388.67	0.00	
GENBUR	GENOVA BURNS LLC	23-02502	Invoice 500020 General File	4,033.32	0.00	
ARCHGR	ARCHER & GREINER, P.C.	23-02549	Invoice 4296996 General	735.00	0.00	
ARCHGR	ARCHER & GREINER, P.C.	23-02577	Invoice 4297143 Homeplate	35.00	0.00	
				15,191.99		
	Extd Total: LEGAL SERVICES			15,191.99		
	Department Total: LEGAL SERVICES			15,191.99		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
3-01-20-162-000-202	APTV Equipment					
CDWGOV	CDW GOVERNMENT LLC	23-02145	SSDs	248.28	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			248.28		
	Department Total: APTV			248.28		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
3-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	23-02597	LAF448596 General Engineering	13,437.75	0.00	
	Extd Total: ENGINEERING SERVICES			13,437.75		
	Department Total: ENGINEER SERV			13,437.75		
	CAFR Total:			53,401.07		

Attachment: BILL LIST 9.13.23 (2023-421 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Planning Department						
Extd: Planning Department						
3-01-21-179-000-205	PLANNING DEPT. Ads					
ASBPAK ASBURY PARK PRESS		23-02489	#0005780576 MASTER PLAN 7/27	58.76	0.00	
3-01-21-179-000-209	PLANNINF DEPT. Planning Board Fees					
THEBE005 THE BEEKMAN LAW FIRM, LLC		23-02475	PB LEGAL SVS APRIL - AUGUST	1,575.00	0.00	
	Extd Total: Planning Department			1,633.76		
	Department Total: Planning Department			1,633.76		
	CAFR Total:			1,633.76		
Department: CODE ENFORCE						
Extd: CODE ENFORCEMENT AND ADMIN.						
3-01-22-195-000-201	CODE ENFORCEMENT Office Supplies					
WBMASON W.B.MASON CO., INC.		23-02474	Office Supplies	633.11	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			633.11		
	Department Total: CODE ENFORCE			633.11		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
3-01-22-200-000-207	CONST CODE Contractual					
SPATI005 SPATIAL DATA LOGIC, INC		23-00973	INPUT OF FEE SCHEDULES	500.00	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			500.00		
	Department Total: CONST CODE			500.00		
	CAFR Total:			1,133.11		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
3-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP NJSHBP		23-02563	HEALTH COVERAGE SEPT 2023	601,113.00	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			601,113.00		
	Department Total: GROUP INSUR.			601,113.00		
	CAFR Total:			601,113.00		
Department: POLICE						
Extd: POLICE DEPARTMENT						
3-01-25-240-000-216	POLICE Supplies-Compu.					
TOSSOL TOSHIBA BUSINESS SOLUTION		23-01661	ABC card machine repairs	3,040.00	0.00	
WIRCOM WIRELESS COMMUNICATIONS &		23-01841	Q#Q062023 Antenna Upgrades	2,440.00	0.00	
				5,480.00		
3-01-25-240-000-222	POLICE Training					
SAFKID SAFE KIDS WORLDWIDE		23-02514	Training-Child Passngr safety	95.00	0.00	

Attachment: BILL LIST 9.13.23 (2023-421 : Payment of Bills)

September 6, 2023
03:25 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Page No. 3

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-25-240-000-276	POLICE: PAL Expenses					
DAVBUS	Dave & Busters of New Jersey	23-01991	PAL summer camp trip	1,070.58	0.00	
AMAZ0005	AMAZON.COM SERVICES	23-02259	Art supply Pal summer camp	256.47	0.00	
AMAZ0005	AMAZON.COM SERVICES	23-02406	PAL Camera bag	32.03	0.00	
COSTCO	COSTCO WHOLESALE	23-02583	costco not to exceed \$100	95.13	0.00	
				<u>1,454.21</u>		
	Extd Total: POLICE DEPARTMENT			7,029.21		
	Department Total: POLICE			7,029.21		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
3-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
ESIEQU	ESI EQUIPMENT, INC.	23-02016	Q#E23-925 MINERAL OIL	61.67	0.00	
THEHAR	THE HARDWARE STORE	23-02457	BLANKET PO NOT TO EXCEED	71.79	0.00	B
				<u>133.46</u>		
3-01-25-265-000-212	FIRE DEPT. Dues,Licenses,Subscriptions					
NATFIE	NATIONAL FIRE PROTECTION ASS.	23-02517	ID#2924301 KEDDY RENEWAL	1,552.50	0.00	
3-01-25-265-000-214	FIRE DEPT. Building Maintenance					
TREDEP	TREASURER-STATE NJ - NJDEP	23-02510	PID1031489 New Fire House	450.00	0.00	
THEHAR	THE HARDWARE STORE	23-02519	QUOTE#1617190 SHOVELS	299.90	0.00	
				<u>749.90</u>		
3-01-25-265-000-222	FIRE DEPT. Training					
ASHIA005	ASHI ACQUISITION COMPANY	23-02518	Q#152831 CPR CERTIFICATIONS	217.50	0.00	
3-01-25-265-000-229	FIRE DEPT. Medical Sup.					
SEAWEL	SEABOARD WELDING SUPPLY, INC.	23-00422	BLANKET PO FOR OXYGEN N.T.E.	45.00	0.00	B
VERALP	V.E. RALPH & SON, INC.	23-02453	QUOTE#103972 CHILDBIRTH KIT	202.44	0.00	
VERALP	V.E. RALPH & SON, INC.	23-02455	Q#104152 SHEARS, TAPE ETC.	465.82	0.00	
VERALP	V.E. RALPH & SON, INC.	23-02456	Q#104153 BANDAGES, ETC	1,467.32	0.00	
				<u>2,180.58</u>		
3-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005	CORONIS HEALTH RCM, LLC dba	23-02431	Invoice CHRCM10425 July Fees	5,240.42	0.00	
3-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
FISONS	FIS on Site Service LLC	23-02325	Quote:w1380-8375 Repairs	1,936.68	0.00	
3-01-25-265-000-270	FIRE DEPT. Pest Control					
WESPES	WESTERN PEST SERVICES	23-02451	INV#8502401 AUGUST 2023	123.60	0.00	
	Extd Total: FIRE DEPARTMENT			12,134.64		

Attachment: BILL LIST 9.13.23 (2023-421 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	FIRE HYDRANT					
3-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	23-02560	#1018-210026567043 7/26-8/22	21,145.10	0.00	
	Extd Total: FIRE HYDRANT			21,145.10		
	Department Total: FIRE DEPT.			33,279.74		
	CAFR Total:			40,308.95		
Department:	STREETS & ROAD					
Extd:	STREETS & ROADS MAINTENANCE					
3-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
GPCNA091	GPC-NAPA AUTO PARTS	23-00970	VARIOUS PARTS BLANKET	94.76	0.00	B
SEACHE	SEACOAST CHEVROLET OLDS-	23-01039	VARIOUS PARTS BLANKET	710.77	0.00	B
SERVI005	SERVICE TIRE TRUCK CENTERS	23-01721	VARIOUS PARTS BLANKET	236.90	0.00	B
CHEVAL	CERRY VALLEY TRACTOR SALES	23-01761	VARIOUS PARTS BLANKET	636.88	0.00	B
PARSTE	PARK STEEL & IRON COMPANY	23-02029	VARIOUS PARTS BLANKET	200.00	0.00	B
SEAFOR	SEA BREEZE FORD INC.	23-02043	VARIOUS PARTS BLANKET	1,604.18	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	23-02044	VARIOUS PARTS BLANKET	1,292.57	0.00	B
WETIMM	W.E. TIMMERMAN COMPANY, INC.	23-02149	DPW ELGIN SPROKET/CHAIN KIT	167.97	0.00	
CHEVAL	CERRY VALLEY TRACTOR SALES	23-02294	DPW KUBOTA#614 NEWTRANSMISSION	6,085.99	0.00	
HUDSO005	HUDSON COUNTY MOTORS, INC.	23-02377	GARBAGE TRUCK HOOD #9	8,500.00	0.00	
CHEVAL	CERRY VALLEY TRACTOR SALES	23-02415	DPW KUBOTA#671 REAR SUSPENSION	1,286.20	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	23-02418	DPW ELGIN GUTTER/MAIN BROOMS	3,049.23	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	23-02419	DPW RAVO GUTTER BROOMS	1,936.10	0.00	
SEAFOR	SEA BREEZE FORD INC.	23-02420	VARIOUS PARTS BLANKET	728.42	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	23-02421	VARIOUS PARTS BLANKET	5,100.84	0.00	B
CASTT005	CAST TECHNOLOGY, INC.	23-02439	DPWTRACTOR FUEL CUT OFF SWITCH	195.49	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	23-02440	DPW ELGIN WIPER SHAFT & BLADES	283.71	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	23-02471	ELGIN DIRT SHOE RUNNER-MOD	819.53	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	23-02472	VARIOUS PARTS BLANKET	853.12	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	23-02528	VARIOUS PARTS BLANKET	308.41	0.00	B
JOHGUI	JOHN GUIRE SUPPLY	23-02562	DPW MOWER DRIVE DECK BELT	106.98	0.00	
				34,198.05		
3-01-26-290-000-208	STREETS & ROAD Concrete					
CLABLO	CLAYTON BLOCK CO., INC.	23-00438	Misc Concrete Supplies	303.07	0.00	B
3-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
THEHAR	THE HARDWARE STORE	23-01520	Misc Hardware	98.03	0.00	B
GRAING	GRAINGER, INC.	23-01916	Misc Hardware	604.78	0.00	B
				702.81		
3-01-26-290-000-216	STREETS & ROAD Carpentry Supplies					
UPTFAS	UP-TITE FASTNERS INC.	23-02114	Misc Hardware	251.72	0.00	B
3-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
OPTIMUM	OPTIMUM	23-02468	#07866-183188-01-1 8/8 - 9/7	35.09	0.00	
SUFFREDI	SUFFOLK REDI-MIX	23-02469	#16486C & 16383C	616.00	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	23-02470	INVOICE #2155933 PROPANE	240.50	0.00	
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	23-02473	Registration for 2023 Conferen	300.00	0.00	

Attachment: BILL LIST 9.13.23 (2023-421 : Payment of Bills)

September 6, 2023
03:25 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-26-290-000-218	STREETS & ROAD Contract.Serv.		Continued			
WARSH005 WARSHAUER ELECTRIC SUPPLY		23-02515	cookman Ave. 250ft coil	883.59	0.00	
CINCOR CINTAS CORPORATION NO 2		23-02566	#5172743575 MEDICAL RESTOCK	192.42	0.00	
QUENC005 QUENCH USA, INC.		23-02567	#INV06261541 SEPTEMBER 2023	38.05	0.00	
GUARD010 GUARDIAN PEST CONTROL		23-02568	#11032 HORNET NEST REMOVAL	300.00	0.00	
STAVOLA STAVOLA ASPHALT COMPANY, INC.		23-02591	#302580 ASPHALT 8/14/23	116.92	0.00	
PRESPE PREVENTION SPECIALISTS, INC.		23-02602	Invoice #34225 - August, 2023	295.00	0.00	
				<u>3,017.57</u>		
3-01-26-290-000-220	STREETS & ROAD Repairs					
SITE0005 SITEONE LANDSCAPE SUPPLY LLC		23-01587	Misc Irrigation Supplies	160.33	0.00	B
	Extd Total: STREETS & ROADS MAINTENANCE			38,633.55		
	Department Total: STREETS & ROAD			38,633.55		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
3-01-26-305-000-209	SOLID WASTE Fees					
TRECY TREASURER CTY OF MONMOUTH		23-02446	#73963 RECLAMATION CENTER JULY	5,338.02	0.00	
DELDEM DELISA DEMOLITION, INC.		23-02460	#271009 TRASH FEE 8/1 -8/15/23	31,830.88	0.00	
DELDEM DELISA DEMOLITION, INC.		23-02464	#270749 & 270751 CONSTR DEBRIS	2,638.80	0.00	
DELDEM DELISA DEMOLITION, INC.		23-02527	#271099 & 271100 CONSTR DEBRIS	2,848.05	0.00	
				<u>42,655.75</u>		
3-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM DELISA DEMOLITION, INC.		23-02495	#272022 SEPTEMBER 2023	47,083.30	0.00	
	Extd Total: SOLID WASTE COLLECTION			89,739.05		
	Department Total: SOLID WASTE			89,739.05		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
3-01-26-310-000-207	BUILDING & GND Dog Station Supplies					
DOGWA005 DOG WASTE DEPOT		23-02304	Dog Stations and Cans	1,939.90	0.00	
3-01-26-310-000-218	BUILDING & GND Contract.Serv.					
CONTR005 CONTROLLED GROWTH, LLC		23-01244	2023 TURF CARE FERTILIZER &	2,620.00	0.00	B
WARSH005 WARSHAUER ELECTRIC SUPPLY		23-02515	cookman Ave. 250ft coil	1,457.60	0.00	
				<u>4,077.60</u>		
	Extd Total: BUILDINGS & GROUNDS			6,017.50		
	Department Total: BUILDING & GND			6,017.50		
	CAFR Total:			134,390.10		

Attachment: BILL LIST 9.13.23 (2023-421 : Payment of Bills)

September 6, 2023
03:25 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No: 8

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
3-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
OPTIMUM OPTIMUM	23-02523 #07866-19693201-7	8/15 - 9/14		10.09	0.00	
Extd Total: SENIOR CENTER				10.09		
Department Total: SENIOR CENTER				10.09		
CAFR Total:				10.09		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
3-01-28-370-000-290	RECREATION Programs/Activities					
FUNPLE THE FUNPLEX	23-01725 summer camp activity			9,403.00	0.00	
IFLYI005 iFLY INDOOR SKYDIVING	23-02314 summer camp activity			1,440.00	0.00	
ARMVI005 ARM VIBES, LLC	23-02386 summer camp			1,687.00	0.00	
NJRPA NEW JERSEY RECREATION AND PARK	23-02491 INV #05374 2023 MEMBERSHIP			250.00	0.00	
				12,780.00		
3-01-28-370-000-296	RECREATION Insurance					
OTTINS OTTERSTEDT INS. AGENCY, INC.	23-02429 recreation insurance renewal			3,600.00	0.00	
Extd Total: RECREATION SERVICES & PROGRAM				16,380.00		
Department Total: RECREATION				16,380.00		
CAFR Total:				16,380.00		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
3-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER N.J. AMERICAN WATER CO.	23-02481 #1018-210027461711	7/7-8/3		5,311.59	0.00	
NJNATU N.J. NATURAL GAS CO.	23-02559 #07-3132-2420-30	7/18-8/15		1,897.92	0.00	
NJAMER N.J. AMERICAN WATER CO.	23-02560 #1018-210026567043	7/26-8/22		1,166.20	0.00	
JCPL JCPL	23-02604 #100 145 959 043	7/27-8/25		13,768.32	0.00	
JCPL JCPL	23-02609 #100 135 237 574	7/26-8/24		216.48	0.00	
				22,360.51		
Extd Total: LIGHT,HEAT,POW				22,360.51		
Extd: STREET/TRAFFIC						
3-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL	23-02482 #100 013 520 273	7/20-8/18		19,345.81	0.00	
JCPL JCPL	23-02561 #100 069 260 899	7/26-8/24		2,269.45	0.00	
JCPL JCPL	23-02569 #100 064 170 192	7/27-8/25		1,451.45	0.00	
JCPL JCPL	23-02604 #100 145 959 043	7/27-8/25		1,326.09	0.00	

Attachment: BILL LIST 9.13.23 (2023-421 : Payment of Bills)

September 6, 2023
03:25 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page NO. 9

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-31-435-436-299 JCPL JCPL	STREET&TRAFFIC LIGHTING Misc.	23-02610 #200 000 001 293	Continued Master Acct	1,240.99 25,633.79	0.00	
	Extd Total: STREET/TRAFFIC			25,633.79		
	Department Total: LIGHTING			47,994.30		
Department: TELEPHONE						
Extd: TELEPHONE						
3-01-31-440-000-299 TMOBIL T-MOBILE	TELEPHONE Misc.	23-02454 ACCT #990733363	July 21, 2023	295.96	0.00	
MONINT MONMOUTH INTERNET CORPORATION		23-02605 INVOICE#344545-M	SEPT 2023	3,571.05	0.00	
				3,867.01		
	Extd Total: TELEPHONE			3,867.01		
	Department Total: TELEPHONE			3,867.01		
Department: GASOLINE						
Extd: GASOLINE						
3-01-31-460-000-299 GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	GASOLINE Misc.	23-02467 #236642 & 242856	FUEL	13,349.82	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		23-02590 #258360, 65487 &255740	FUEL	16,891.78	0.00	
				30,241.60		
	Extd Total: GASOLINE			30,241.60		
	Department Total: GASOLINE			30,241.60		
	CAFR Total:			82,102.91		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
3-01-43-490-000-246 GREFIN GREATAMERICA FINANCIAL SVCS.	MUNIC COURT Postage	23-02543 INVOICE #34708866	SEPT 2023	145.00	0.00	
	Extd Total: MUNICIPAL COURT			145.00		
	Department Total: MUNICIPAL COURT			145.00		
	CAFR Total:			145.00		
	Fund Total: CURRENT			930,617.99		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
3-05-55-502-000-205 JERCAP JERSEY CAPE DIAGNOSTICS	BEACH UTILITY O/E: Beach Badges	23-01828 500 Veteran's Seasonal	tags	150.00	0.00	
3-05-55-502-000-207 SCREE005 SCREEN STYLES, LLC	BEACH UTILITY O/E: Clothing	23-01167 Beach Patrol-screen print	tees	1,352.50	0.00	
3-05-55-502-000-208 AMAZ0005 AMAZON.COM SERVICES	BEACH UTILITY O/E: Office Expense	23-02423 2 cases of thermal paper	rolls	60.79	0.00	

Attachment: BILL LIST 9.13.23 (2023-421 : Payment of Bills)

September 6, 2023
03:25 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
3-05-55-502-000-211 JCPL JCPL	BEACH UTILITY O/E: Light & Power	23-02604	#100 145 959 043 7/27-8/25	488.93	0.00	
3-05-55-502-000-212 GRAING GRAINGER, INC.	BEACH UTILITY O/E: Misc. Hardware	23-00993	Misc Beach Supplies	81.85	0.00	B
GRAING GRAINGER, INC.		23-01706	Misc Beach Supplies	180.73	0.00	B
				<u>262.58</u>		
3-05-55-502-000-213 BEAVE005 BEAVERS TRUCK PARTS LLC	BEACH UTILITY O/E: Motor Vehicle	23-02240	BEACH F250 FRONT BUMPER	1,268.76	0.00	
JERSE015 JERSEY SHORE POWERSPORTS		23-02296	BEACH ATV V-BELT	181.99	0.00	
				<u>1,450.75</u>		
3-05-55-502-000-214 LIFUSA LIFEFORCE USA, INC.	BEACH UTILITY O/E: Lifeguard Supplies	23-02167	15-EMR digital certificates	283.20	0.00	
USLIFE US LIFESAVING ASSOCIATION		23-02512	2023 LIFEGUARD CERTIFICATION	110.00	0.00	
ALLEN005 ALLENHURST LIFEGUARD ASSOC.		23-02538	fee lifeguard tournament	120.00	0.00	
				<u>513.20</u>		
3-05-55-502-000-215 GRAING GRAINGER, INC.	BEACH UTILITY O/E: Lumber/Bldg. Supplies	23-02411	SHOWER VALVES & HEADS BEACHFRO	760.50	0.00	
GRAING GRAINGER, INC.		23-02504	Toilet 1st Ave Bathrooms	150.70	0.00	
GRAING GRAINGER, INC.		23-02521	Faucet for 7th Ave bathroom	275.70	0.00	
				<u>1,186.90</u>		
3-05-55-502-000-222 OPTIMUM OPTIMUM	BEACH UTILITY O/E: Cable	23-02508	#07866-197754-01-4 8/15 - 9/14	115.90	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			5,581.55		
	Department Total: UTILITY OE			5,581.55		
	CAFR Total:			5,581.55		
	Fund Total: BEACH			5,581.55		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
3-06-55-502-000-202 GRAING GRAINGER, INC.	TRANS.UTILITY O/E: Office Supplies	23-02486	Meter Graffiti Supplies	323.15	0.00	
3-06-55-502-000-206 MUNCAP MUNICIPAL CAPITAL CORPORATION	TRANS.UTILITY O/E: Electronic Equip.	23-02483	40047625 Contract Pmt 60 of 60	161.68	0.00	
3-06-55-502-000-207 OPTIMUM OPTIMUM	TRANS.UTILITY O/E: Internet	23-02606	#07866-196915-01-3 8/15 - 9/14	164.40	0.00	
3-06-55-502-000-211 TRALIN TRAFFIC LINES, INC.	TRANS.UTILITY O/E: Street Markings	23-01551	Rainbow Crosswalk Paint	2,250.00	0.00	
3-06-55-502-000-212 IPSGRO IPS GROUP, INC.	TRANS.UTILITY O/E: Parking Meter Supply	23-02607	INV88477 Aug 2023 DMS Fees	7,557.00	0.00	

Attachment: BILL LIST 9.13.23 (2023-421 : Payment of Bills)

September 6, 2023
03:25 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 11

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-06-55-502-000-218	TRANSP. UTILITY OE Professional Svcs.					
KEPSPR KEPWEL SPRING WATER		23-02603	ACCT #117290 AUGUST 2023	32.00	0.00	
3-06-55-502-000-228	TRANSPORT. UTILITY OE Engineering Fees					
DYNAM005 DYNAMIC TRAFFIC, LLC		23-02480	INV #3616 SRVCS THRU 8/5/23	21,861.25	0.00	
	Extd Total: TRANSP.UTILITY O/E: OTHER EXPENSES:			32,349.48		
	Department Total: UTILITY OE			32,349.48		
	CAFR Total:			32,349.48		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			32,349.48		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
3-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
JANIT005 JANITOR SUPPLY CORP.		23-01699	Biohazard gloves (heavy)	759.96	0.00	
JEMIND JEM INDUSTRIAL SERVICES, INC.		23-02434	Consumable Shop Supplies	2,462.88	0.00	
KEPSPR KEPWEL SPRING WATER		23-02603	ACCT #117290 AUGUST 2023	12.00	0.00	
				3,234.84		
3-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
ANPOW005 A & N POWER WASHING & SNOW		23-02219	Drain Pipe	2,674.00	0.00	
AVOELE AVON ELECTRIC DOOR CO.		23-02574	#3279 SS ROLLUP DOOR REPAIR	510.00	0.00	
				3,184.00		
3-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment					
GRAING GRAINGER, INC.		23-02346	2 pumps & hose tubing	1,379.60	0.00	
GRAING GRAINGER, INC.		23-02407	Air Conditioners, Grinder	1,815.40	0.00	
				3,195.00		
3-07-55-502-000-208	SEWER UTILITY O/E: Permits/Licenses					
TREAS010 TREASURER, STATE OF NJ		23-02498	LICENSE RENEWAL PI#652855	50.00	0.00	
NJWEA NJ WATER ENVIRONMENT ASSOC.		23-02530	licens renewal ID#17832313	657.00	0.00	
RUDCOR RUDY CORONA		23-02539	Reimbursement for DEP Licences	100.00	0.00	
NJWEA NJ WATER ENVIRONMENT ASSOC.		23-02588	License renewal #0025745	657.00	0.00	
				1,464.00		
3-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU N.J. NATURAL GAS CO.		23-02559	#07-3132-2420-30 7/18-8/15	1,556.91	0.00	
JCPL JCPL		23-02604	#100 145 959 043 7/27-8/25	19,877.17	0.00	
				21,434.08		
3-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
CERID005 CERIDA INVESTMENT CORP.		23-02463	#127-29307 SEPT 2023	168.03	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		23-02483	40047625 Contract Pmt 60 of 60	82.58	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE		23-02534	CONTRACT #107125 - PARKING AUT	300.00	0.00	
MAINTAI MAINTAINCO, INC.		23-02572	#01S9711880 FORKLIFT REPAIRS	509.75	0.00	
				1,060.36		
3-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
NJAMER N.J. AMERICAN WATER CO.		23-02478	Data usage 4000264401 AUG 2023	397.52	0.00	

Attachment: BILL LIST 9.13.23 (2023-421 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-07-55-502-000-230 UNIVAR UNIVAR SOLUTIONS USA,INC.	SEWER UTILITY O/E: Hypochlorite	23-02570	#51426746 HYDROGEN PEROXIDE	1,300.00	0.00	
3-07-55-502-000-233 POST POSTMASTER	SEWER UTILITY O/E: Postage	23-02533	PERMIT # 407 PRESORT FEE	310.00	0.00	
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				35,579.80		
Department Total: UTILITY OE				35,579.80		
CAFR Total:				35,579.80		
Fund Total: SEWER UTILITY: BUDGET:				35,579.80		
Year Total:				1,004,128.82		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT					
C-04-55-998-162-005 AMAZO005 AMAZON.COM SERVICES	2016-16/ADMIN EQUIPMENT,IMPROVEMENTS	23-02437	Police Camera Replacement	1,498.94	0.00	
Extd Total: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT				1,498.94		
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001 TMASSO T & M ASSOCIATES	Section 20 Costs	23-01422	FIRE HEADQUARTERS CONSTRUCTION	11,640.00	0.00	B
C-04-55-998-176-002 WALLA005 WALLACE BROS, INC.	Purchase of Prop./Const. of Firehouse	23-02172	FIRE DEPARTMENT HEADQUARTERS	265,820.10	0.00	B
Extd Total: Odr. 2018-57 Acq. of Real Property FH				277,460.10		
Extd:	Ord. 2023-19 Various Park Improv.					
C-04-55-998-184-001 TMASSO T & M ASSOCIATES	Section 20 Costs	23-02597	LAF448596 General Engineering	6,819.18	0.00	
Extd Total: Ord. 2023-19 Various Park Improv.				6,819.18		
Department Total:				285,778.22		
CAFR Total:				285,778.22		
Fund Total: GENERAL CAPITAL FUND BUDGET:				285,778.22		
Fund:	PARKING CAPITAL					
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901 TMASSO T & M ASSOCIATES	Section 20 Costs	20-03383	Reso 2020-303 Memorial Dr.	39,333.23	0.00	B
C-09-17-906-000-902 LUCBRO LUCAS BROTHERS,INC.	Construction Costs	22-03390	MEMORIAL DRIVE IMPROVEMENTS	138,318.67	0.00	B
Extd Total: Ord. 2020-8 Memorial Drive Paving				177,651.90		
Department Total: Ord. 2020-8 Memorial Drive Paving				177,651.90		

Attachment: BILL LIST 9.13.23 (2023-421 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Ord. 2020-24 Bond Street Improvements						
Extd: Ord. 2020-24 Bond Street Improvements						
C-09-17-907-000-901	Section 20 Costs					
TMASSO T & M ASSOCIATES		20-03381	Reso 2020-302 Bond St. Improv	529.75	0.00	B
	Extd Total: Ord. 2020-24 Bond Street Improvements			529.75		
	Department Total: Ord. 2020-24 Bond Street Improvements			529.75		
Department: Ord. 2022-8 Various Rd. Improvements						
Extd: Ord. 2022-8 Various Rd. Improvements						
C-09-17-909-000-904	Section 20 Costs					
TMASSO T & M ASSOCIATES		22-01654	MONROE, COMSTOCK & EIGHT ROADS	6,577.65	0.00	B
	Extd Total: Ord. 2022-8 Various Rd. Improvements			6,577.65		
	Department Total: Ord. 2022-8 Various Rd. Improvements			6,577.65		
	CAFR Total:			184,759.30		
	Fund Total: PARKING CAPITAL			184,759.30		
	Year Total:			470,537.52		
Fund: GRANT FUND BUDGET:						
G-02-43-956-022-206	ARP Funding					
SHOCON SHORELANDS CONSTRUCTION, INC.		22-02807	TRANSPORTATION CENTER RENOV	9,506.00	0.00	B
G-02-43-956-022-213	Safe Routes to Transit Grant					
TMASSO T & M ASSOCIATES		22-02806	SAFE ROUTES TO TRANSIT	323.08	0.00	B
	Extd Total:			9,829.08		
	Department Total:			9,829.08		
G-02-43-959-023-220	Mental Health Grant					
VISNUR VISITING NURSES ASSN. OF CENTR		23-00682	Nursing Services Blanket 2023	7,167.00	0.00	B
	Extd Total:			7,167.00		
	Department Total:			7,167.00		
	CAFR Total:			16,996.08		
	Fund Total: GRANT FUND BUDGET:			16,996.08		
	Year Total:			16,996.08		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd: 2020 CDBG B20MC340100 CFDA 14.218						
T-17-78-850-850-005	2020 Sidewalks					
COMME010 COMMERCIAL RECREATION SPECIAL-		23-01115	Lightening Detection System	13,714.00	0.00	
	Extd Total: 2020 CDBG B20MC340100 CFDA 14.218			13,714.00		
	Department Total:			13,714.00		
	CAFR Total:			13,714.00		

Attachment: BILL LIST 9.13.23 (2023-421 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	2021 CDBG B21MC340100 CFDA 14.218					
T-17-80-850-850-001	2021 Administration					
ROCKI005	ROCKIN ROXANNE'S PARTY MAGIC	23-02380	Balloons for Back to School	425.00	0.00	
T-17-80-850-850-002	2021 Homebuyers Assistance Program					
COMME010	COMMERCIAL RECREATION SPECIAL-	23-01115	Lightening Detection System	10,000.00	0.00	
T-17-80-850-850-009	2021 Reprogrammed Funds					
COMME010	COMMERCIAL RECREATION SPECIAL-	23-01115	Lightening Detection System	3,501.00	0.00	
	Extd Total: 2021 CDBG B21MC340100 CFDA 14.218			13,926.00		
	Department Total:			13,926.00		
	CAFR Total:			13,926.00		
Extd:	2022 CDBG B-22-MC-34-0100					
T-17-81-850-850-001	2022 Administration					
ASBPAK	ASBURY PARK PRESS	23-01981	#GCI1035677 3/31/23 EASTER AD	326.88	0.00	
T-17-81-850-850-005	2022 Community Events					
CASDIC	CASSANDRA DICKERSON	23-02490	Reimbursement for Cone Sticks	29.95	0.00	
T-17-81-850-850-008	2022 Public Facility - Mercy Center					
COMME010	COMMERCIAL RECREATION SPECIAL-	23-01115	Lightening Detection System	11,103.00	0.00	
	Extd Total: 2022 CDBG B-22-MC-34-0100			11,459.83		
	Department Total:			11,459.83		
	CAFR Total:			11,459.83		
Extd:	2023 CDBG 23-MC-34-0100					
T-17-82-850-850-001	2023 Administration					
CRAPRI	CRAFTMASTER PRINTING, INC.	23-02428	Poster-Back to School Event	60.00	0.00	
AMAZO005	AMAZON.COM SERVICES	23-02484	Paper Shredder	77.92	0.00	
ASBPAK	ASBURY PARK PRESS	23-02505	#0005799436 AD for CAPER 8/17	104.52	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	23-02513	Business Cards for Cassandra	45.00	0.00	
ASBPAK	ASBURY PARK PRESS	23-02571	#0005802006 8/20 PUBLIC NOTICE	80.76	0.00	
				368.20		
	Extd Total: 2023 CDBG 23-MC-34-0100			368.20		
	Department Total:			368.20		
	CAFR Total:			368.20		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			39,468.03		
Fund:	TRUST OTHER					
T-20-56-850-878-801	Reserve for Recreation					
MONMIN	MONSTER MINI GOLF	23-01565	summer camp activity	2,400.00	0.00	
SIXFLA	SIX FLAGS GREAT ADVENTURE LLC	23-01654	#SF-0000096416 7/28/23 EVENT	9,500.00	0.00	
LIBER015	LIBERTY SCIENCE CENTER	23-01859	summer camp activity	5,682.00	0.00	
ARMVI005	ARM VIBES, LLC	23-02160	summer camp activity	2,959.07	0.00	
SIXFLA	SIX FLAGS GREAT ADVENTURE LLC	23-02200	#SF-0000096416 7/28/23 EVENT	4,074.16	0.00	

September 6, 2023
03:25 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No. 13

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-20-56-850-878-801	Reserve for Recreation		Continued			
AMERI010 AMERICAN DREAM		23-02291	summer camp activity	8,150.00	0.00	
LAKEH010 LAKEHOUSE MUSCIC, LLC		23-02430	Live Music Fridays	4,200.00	0.00	
				<u>36,965.23</u>		
	Extd Total:			36,965.23		
	Department Total:			36,965.23		
	CAFR Total:			36,965.23		
	Fund Total: TRUST OTHER			36,965.23		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-357-000-299	GREEN SPACE/FOOD TRUCK (MADISON ASBURY)					
THEBE005 THE BEEKMAN LAW FIRM, LLC		23-02475	PB LEGAL SVS APRIL - AUGUST	285.00	0.00	
	Extd Total:			285.00		
	Department Total:			285.00		
T-21-00-538-000-299	1411 MEMORIAL DR(THOMAS CALTABILOTA,LLC)					
CLACAN CLARKE CATON HINTZ PC		23-02452	PRO SVS PB & ZB	2,089.97	0.00	
TMASSO T & M ASSOCIATES		23-02598	LAF448597 1411 Memorial Dr.	2,260.50	0.00	
				<u>4,350.47</u>		
	Extd Total:			4,350.47		
	Department Total:			4,350.47		
T-21-00-546-000-299	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)					
CLACAN CLARKE CATON HINTZ PC		23-02595	PB ENG SVS AUGUST BILLING	460.00	0.00	
	Extd Total:			460.00		
	Department Total:			460.00		
T-21-00-550-000-299	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP)					
CLACAN CLARKE CATON HINTZ PC		23-02416	PB & ZB PROF SVS INVOICES	1,802.50	0.00	
	Extd Total:			1,802.50		
	Department Total:			1,802.50		
T-21-00-551-000-299	700 MONROE AVE(MONROE AVENUE REALTY,LLC)					
CLACAN CLARKE CATON HINTZ PC		23-02452	PRO SVS PB & ZB	3,350.13	0.00	
	Extd Total:			3,350.13		
	Department Total:			3,350.13		
T-21-00-567-000-299	1201 FIRST AVENUE(JASON TUCKER)					
CLACAN CLARKE CATON HINTZ PC		23-02544	ZB PRO SVS JULY/AUG BILLING	108.75	0.00	
	Extd Total:			108.75		
	Department Total:			108.75		
T-21-00-583-000-299	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)					
CLACAN CLARKE CATON HINTZ PC		23-02416	PB & ZB PROF SVS INVOICES	486.00	0.00	

Attachment: BILL LIST 9.13.23 (2023-421 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-583-000-299	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC) Continued					
THEBE005 THE BEEKMAN LAW FIRM, LLC		23-02475	PB LEGAL SVS APRIL - AUGUST	1,305.00	0.00	
				1,791.00		
	Extd Total:			1,791.00		
	Department Total:			1,791.00		
T-21-00-587-000-299	905 SUMMERFIELD AVE(LUIS+EDNA IRIZARRY)					
CLACAN CLARKE CATON HINTZ PC		23-02544	ZB PRO SVS JULY/AUG BILLING	1,276.55	0.00	
	Extd Total:			1,276.55		
	Department Total:			1,276.55		
T-21-00-589-000-299	211 DEWITT(MONMOUTH INVESTMENT PARTNERS)					
CLACAN CLARKE CATON HINTZ PC		23-02416	PB & ZB PROF SVS INVOICES	1,067.50	0.00	
	Extd Total:			1,067.50		
	Department Total:			1,067.50		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			14,491.90		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			14,491.90		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-806	711&607 Mattison/545 Lake/550 Cookm(APB)					
ARCHGR ARCHER & GREINER, P.C.		23-02575	Invoice 4296985 607 Mattison	650.00	0.00	
T-48-56-850-000-826	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)					
MARFAL MARAZITI FALCON, LLP		23-02501	PROFESSIONAL SERVICES RENDERED	162.50	0.00	
T-48-56-850-000-830	216-218 3RD AVENUE(K.HOVNANIAN CO.,LLC)					
MARFAL MARAZITI FALCON, LLP		23-02547	PROFESSIONAL SERVICES RENDERED	9,002.50	0.00	
T-48-56-850-000-831	510 MAIN/704-712 MONROE(MONROE REALTY)					
ARCHGR ARCHER & GREINER, P.C.		23-02579	Invoice 4297142 700 Monroe	585.00	0.00	
T-48-56-850-000-842	istar-BLK 4001(AP BLK 4001 VENTURE, LLC)					
MARFAL MARAZITI FALCON, LLP		23-02501	PROFESSIONAL SERVICES RENDERED	2,732.70	0.00	
MARFAL MARAZITI FALCON, LLP		23-02547	PROFESSIONAL SERVICES RENDERED	7,865.00	0.00	
				10,597.70		
T-48-56-850-000-845	1274 WASHINGTON AVE(INTERFAITH NEIGHBOR)					
ARCHGR ARCHER & GREINER, P.C.		23-02511	Invoice 4296983 1279 Washing.	422.50	0.00	
T-48-56-850-000-846	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)					
MARFAL MARAZITI FALCON, LLP		23-02501	PROFESSIONAL SERVICES RENDERED	4,420.00	0.00	
T-48-56-850-000-849	901/201 MEMORIAL DR(CONCRETE PROP,LLC)					
ARCHGR ARCHER & GREINER, P.C.		23-02511	Invoice 4296983 1279 Washing.	790.95	0.00	
T-48-56-850-000-850	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC)					
MARFAL MARAZITI FALCON, LLP		23-02501	PROFESSIONAL SERVICES RENDERED	260.00	0.00	

Attachment: BILL LIST 9.13.23 (2023-421 : Payment of Bills)

September 6, 2023
03:25 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-48-56-850-000-852	1219 SPRINGWOOD AVENUE(MENACHEM MOSTER)					
ARCHGR	ARCHER & GREINER, P.C.	23-02511	Invoice 4296983 1279 Washing.	1,300.00	0.00	
	Extd Total:			28,191.15		
	Department Total:			28,191.15		
	CAFR Total:			28,191.15		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			28,191.15		
	Year Total:			119,116.31		
Total Charged Lines: 496 Total List Amount: 1,611,813.46 Total Void Amount:				0.00		

Attachment: BILL LIST 9.13.23 (2023-421 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	2-01	910.00	0.00	0.00	910.00
SEWER UTILITY: BUDGET:	2-07	124.73	0.00	0.00	124.73
Year Total:		1,034.73	0.00	0.00	1,034.73
CURRENT	3-01	930,617.99	0.00	0.00	930,617.99
BEACH	3-05	5,581.55	0.00	0.00	5,581.55
TRANSPORTATION UTILITY: BUDGET:	3-06	32,349.48	0.00	0.00	32,349.48
SEWER UTILITY: BUDGET:	3-07	35,579.80	0.00	0.00	35,579.80
Year Total:		1,004,128.82	0.00	0.00	1,004,128.82
GENERAL CAPITAL FUND BUDGET:	C-04	285,778.22	0.00	0.00	285,778.22
PARKING CAPITAL	C-09	184,759.30	0.00	0.00	184,759.30
Year Total:		470,537.52	0.00	0.00	470,537.52
GRANT FUND BUDGET:	G-02	16,996.08	0.00	0.00	16,996.08
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	39,468.03	0.00	0.00	39,468.03
TRUST OTHER	T-20	36,965.23	0.00	0.00	36,965.23
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	14,491.90	0.00	0.00	14,491.90
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	28,191.15	0.00	0.00	28,191.15
Year Total:		119,116.31	0.00	0.00	119,116.31
Total Of All Funds:		1,611,813.46	0.00	0.00	1,611,813.46

September 13, 2023 Council Meeting

Balance Brought Forward from Total List Amount	\$ 1,611,813.46
Asbury Park Board of Education (23-02448)	\$ 1,824,954.00
PMA Management Corp. (23-02462)	\$ 126,638.31
GPC Nap Auto Parts (23-00970-10)	\$ 332.50
NJ Municipal Management Assoc. (23-02506)	\$ 200.00
NJ Motor Vehicle Commission (23-02479)	\$ 60.00

Total:	<u>\$ 3,563,998.27</u>
--------	------------------------



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-422

Resolution authorizing the purchase of a stand on blower needed at DPW in the amount of \$11,784 to John Guire Supply utilizing Street & Roads O&E budget.



RESOLUTION NO. 2023-422

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

RESOLUTION AUTHORIZING THE PURCHASE OF A STAND ON BLOWER FOR DPW

WHEREAS, the City has a need for a stand on blower for the Department of Public Works; and

WHEREAS, the City has solicited and obtained quotes from John Guire Supply, LLC and Cherry Valley Tractor Sales; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of a stand on blower from Guire Supply, LLC in an amount of \$11,784.00; and

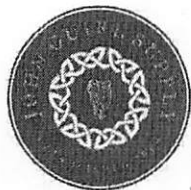
WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 3-01-26-290-000-212. The maximum dollar value of the pending contract is as set forth in the resolution.

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 stand on blower for DPW in the amount of \$11,784.00 and a copy of this Resolution shall be provided to the Director of Capital Projects and Public Facilities, City Manager, CFO and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-422 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



John Guire Supply LLC
 187 Brighton Ave.
 Long Branch, New Jersey 07740
 Phone: 732-222-0613

Quotation

Invoice Address
 CITY OF ASBURY PARK
 1 MUNICIPAL PLAZA
 ASBURY PARK, NJ, 07712

Delivery Address
 CITY OF ASBURY PARK
 1 MUNICIPAL PLAZA
 ASBURY PARK, NJ, 07712

Quote No 40360
Quote Date 06/23/2023
Expiration Date - 07/23/2023
Customer 90
Contact Name Danie
Contact Number
Job
Your Ref
Delivery By 06/23/2023
Taken By Colin Grimm
Sales Rep Default
VIN
SER #
Model #



Page 1 of 1

Special Instructions			Notes			
Line	Product Code	Description	Qty/Footage	Price	UOM	Total
1	5901963	Hurricane FB2000 Stand on Blower Briggs Vanguard 23HP Engine	1 UN	12,284.00	UN	12,284.00
2	Misc	Bid Assist				-500.00

By your signature below, you are agreeing to the Terms and Conditions set forth on back or attached.

Total Amount	\$11,784.00
Sales Tax	\$0.00
Quotation Total	\$11,784.00

Buyer _____

Date _____

Subject to our terms and conditions of sale. Further copies available on request.

Attachment: STAND ON BLOWER QUOTES (2023-422 : Authorizing the Purchase of a Stand On Blower for DPW)



35 Route 70 West
Marlton, New Jersey 08053-3099
Tel #856-983-0111 Fax #856-983-7700
Cell #732-320-0452

To: CITY OF ASBURY PARK
9 MAIN STREET
ASBURY, NJ 07712-7000

Attn: EDDIE PAWLICKI

Tel: 732-775-0900

Cell: 732-859-6047

Email: [Edward Pawlicki <Edward.Pawlicki@cityofasburypark.com>](mailto:Edward.Pawlicki@cityofasburypark.com)

Date	8/2/2023
Estimated Delivery	From Receipt of Order
Terms	
F.O.B.	Marlton, NJ
To Be Shipped Via	
Salesman	John Fowler

****Price on this quote is an estimate and is subject to being increased****

Quantity		Total
1	HURRICANE FB2000 STAND ON BLOWER	\$ 12,499.00
Please note terms and conditions on Page 2		

Thank you for the opportunity

John Fowler

Page 1 of 2



(/na/en_us/home.html)

Home (/na/en_us.html) / Products (/na/en_us/product-catalog.html?load=categorypage)

/ Stand-On Blowers (/na/en_us/product-catalog/stand-on-blowers.html?load=categorypage) / **FB2000 Hurricane™ Stand-On Blower** (https://www.ferrismowers.com/na/en/locator.html)

Find A Local Dealer

or Email Today
(https://www.ferrismowers.com/na/en/locator.html)



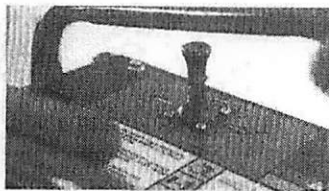
FB2000 Hurricane™ Stand-On Blower

MANAGE DEBRIS THE PRODUCTIVE WAY

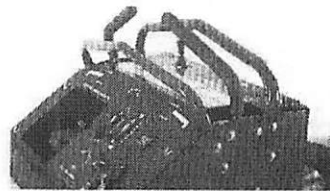
The FB2000 Hurricane™ stand-on blower is designed for precise and effective debris management. With an airflow of 4500 cfm and air velocity of 165+ mph, fall leaf clean-up and moving debris is easy. Air flow is changeable from the operator station with three directions - left, right and front making it easy to operate.

DEALER LOCATOR (/na/en_us/support/dealer-locator.html)

Features



Joystick Deflector Control



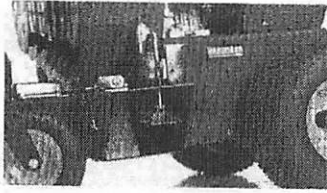
Quad Control Handle System™

OVERVIEW FEATURES SPECIFICATIONS

The joystick allows the operator full control of the air flow direction – forward, left and right. Pulling back on the joystick closes all deflectors for transport.



This system provides automatic return to neutral, integrated operator presence, self-activating parking brake and travel direction control.



Dual Deflector Air Flow System™

The split left deflector system allows the operator to change the angle of the air flow to enhance the deep cleaning of debris.



Commercial Power

Vanguard 23.0 Gross HP* V-Twin engine provides commercial strength power.

Learn More >

(https://www.vanguardpower.com/na/en_us/product-catalog/engines/small-block-vtwin-vertical-shaft/vanguard-230-gross-hp.html)



LED Light

An integrated LED light in the operator tower allows working and loading into dusk, extending the work day.



Torsion-Mounted Front Axle Assembly

Go over curbs or uneven terrain with ease with the torsion-mounted front axle. Bumps are softened, smoothing out the ride.



3-Way Air Discharge

The right discharge is ideal for deep cleaning or blowing above gravel roads and driveways. The center discharge plumes to the right and is ideal for cart path and trail cleaning. The left discharge has the patented Dual Deflector Air Flow System™ for operator controlled twin air columns. This patented undercut allows for downhill blowing.



Ergonomic Platform and Thigh Pad

A skid-mounted operator platform and ergonomic thigh pad provide excellent operator comfort.



Specifications

5901963

Model Number	5901963
US MSRP [^]	\$13,049.00
CAN MSRP [^]	\$16,999.00
Engine Brand	Vanguard® V-Twin
Engine Power Rating*	23
Displacement (cc)	627
RPM	3200
Fuel Tank Capacity (gal)	10
Fuel Type	Regular, unleaded gasoline
Drive Train Type	Dual Hydrostatic
Transaxles	Dual commercial Hydro-Gear® ZT-3100® transaxles with 7" cooling fans
Number of Speeds	Infinitely Variable
Max. Travel Speed (mph)	8
Front Tire Size	11 x 4-5, flat free
Rear Tire Size	20 x 8-8
Air Flow (Cubic ft/min)	4500
Air Speed (mph)	165+
Overall Length (in)	60
Overall Width (in)	42
Overall Height (in)	54
Dry Weight (lbs)	749
Ignition	Flywheel Magneto
Solenoid Shift	Solenoid Shift
Fuse (amp blade)	30
Warranty (Balance of Machine) †	Standard: 2 Years Rental: 1 Year
Warranty (Engine) †	2-Year Limited Manufacturer's Warranty
Operator's Manuals	Operator's Manual - English (/na/en_us/product-catalog/stand-on-blowers/proxydp/_jcr_content/tab/item1/specifications.downloadmanual.5107442_B_LO.p Operator's Manual - Spanish (/na/en_us/product-catalog/stand-on-blowers/proxydp/_jcr_content/tab/item1/specifications.downloadmanual.5110075_B_LO.p Illustrated Parts List - English (/na/en_us/product-catalog/stand-on-blowers/proxydp/_jcr_content/tab/item1/specifications.downloadmanual.5901963~_IPLUR Wiring Diagram Schematic - English (/na/en_us/product-catalog/stand-on-blowers/proxydp/_jcr_content/tab/item1/specifications.downloadmanual.5107275ACOLOR Wiring Diagram Schematic - English (/na/en_us/product-catalog/stand-on-blowers/proxydp/_jcr_content/tab/item1/specifications.downloadmanual.5107275BCOLOR

* Power rated by engine manufacturer.

† See operator's manual or dealer for complete warranty details. Refer to engine operator's manual for engine warranty.

[^] Suggested prices will vary by market. Price shown in US dollars. Set-up, delivery, documentation and destination fees not included. See dealer for details. Features vary by model. We reserve the right to change specifications, features and pricing without notice.

Email Sign Up

SIGN UP



(/na/en_us/home.html)



(/na/en_us/home.html)

Careers (/na/en_us/support/contact-us/careers.html)

Dealer Locator (/na/en_us/dealer-locator.html)

Gear (<https://bascogear.com/default.aspx?p=viewcat&showpage=6>)

News (/na/en_us/news-room.html)

Products (/na/en_us/products.html)

Promotions (/na/en_us/promotions.html)

Support (/na/en_us/support.html)



(<https://www.facebook.com/Ferriscommercialmowers>)



(<https://www.youtube.com/user/MowWithFerris>)



(<http://instagram.com/ferrismowers>)

Copyright © 2023 Briggs & Stratton, LLC. All rights reserved.

Site Map (/na/en_us/site-map.html)

Terms & Conditions (/na/en_us/terms-of-use.html)

Privacy Policy (/na/en_us/privacy-policy.html)

Accessibility Statement (/na/en_us/accessibility-statement.html)

Cookie Settings



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-423

Resolution authorizing the purchase of a 2024 Ford Edge ST AWD for Social Services in the amount of \$43,781.38 utilizing Opioid Settlement Grant Funding. Vehicle to be purchased from National Auto Fleet Group under the Sourcewell contract #091521-NAF.



RESOLUTION NO. 2023-423

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

RESOLUTION AUTHORIZING THE PURCHASE OF AN SUV FOR SOCIAL SERVICES

WHEREAS, the City has a need to purchase an SUV for Social Services; and

WHEREAS, the City has obtained the attached quote totaling \$43,781.38 for a 2024 Ford Edge ST AWD from National Auto Fleet Group under the Sourcwell Contract #091521-NAF; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: G-02-43-956-022-217 and G-02-43-956-022-299. The maximum amount of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorizes the purchase outlined in this Resolution for a total amount of \$43,781.38 for a 2024 Ford Edge St AWD from National Auto Fleet Group off of Sourcwell Contract 091521-NAF; and

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-423 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

6/21/2023

Quote ID: **34394**

Order Cut Off Date: **TBA**

Doug Schultz
City of Asbury Park
Social Services

1 Municipal Plaza

Asbury Park, New Jersey, 07712

Dear Doug Schultz,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Ford Edge (K4J) ST-Line AWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$45,215.00	\$43,781.38	3.171 %	\$1,433.62
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$43,781.38		

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Attachment: SOCIAL SERVICE FORD EDGE SUV (2023-423 : Authorizing the purchase of SUV for Social Services)



Explore 2023
Edge



2023 Edge ST-Line



[View Local Inventory](#)

[Build & Price](#)
(<https://shop.ford.com/configure/edge/>)

Starting at¹
\$43,100

Seating for
5

Some Models Lease at ⁷ ⓘ
[View all offers](#) for 07701
\$490/mo

Key Features

This website uses cookies to enhance user experience and to analyze performance and traffic on our website. We also share information about your use of our site with our social media, advertising, and analytics partners. [Privacy Policy](#)
(<https://www.ford.com/help/privacy/>).

[Cookie Settings](#)

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:
Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
999	Engine: Twin-Scroll 2.0L EcoBoost, (STD)
TRANSMISSION	
Code	Description
448	Transmission: 8-Speed Automatic w/SelectShift, (STD)
PRIMARY PAINT	
Code	Description
M7	Carbonized Gray Metallic
SEAT TYPE	
Code	Description
WE	Ebony, ActiveX Seating Material Heated Bucket Seats, -inc: Miko inserts, 8-way power driver's seat (fore/aft, up/down, tilt, lumbar) w/power recline, 4-way power passenger seat (fore/aft, up/down) w/manual recline and 4-way manually adjustable (up/down, forward/back) head restraints
ADDITIONAL EQUIPMENT	
Code	Description
51Q	Mini Spare Wheel, -inc: Replaces tire inflator and sealant kit, Mini Spare Tire,
OPTION PACKAGE	
Code	Description
250A	Equipment Group 250A, -inc: Active Transmission Warm-Up

Attachment: SOCIAL SERVICE FORD EDGE SUV (2023-423 : Authorizing the purchase of SUV for Social Services)

2024 Fleet/Non-Retail Ford Edge ST-Line AWD

WINDOW STICKER

2024 Ford Edge ST-Line AWD		
CODE	MODEL	MSRP
K4J	2024 Ford Edge ST-Line AWD	\$43,620.00
OPTIONS		
999	Engine: Twin-Scroll 2.0L EcoBoost, (STD)	\$0.00
448	Transmission: 8-Speed Automatic w/SelectShift, (STD)	\$0.00
M7	Carbonized Gray Metallic	\$0.00
WE	Ebony, ActiveX Seating Material Heated Bucket Seats, -inc: Miko inserts, 8-way power driver's seat (fore/aft, up/down, tilt, lumbar) w/power recline, 4-way power passenger seat (fore/aft, up/down) w/manual recline and 4-way manually adjustable (up/down, forward/back) head restraints	\$0.00
51Q	Mini Spare Wheel, -inc: Replaces tire inflator and sealant kit, Mini Spare Tire,	\$100.00
250A	Equipment Group 250A, -inc: Active Transmission Warm-Up	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$43,720.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,495.00
TOTAL PRICE		\$45,215.00
Est City: 21 (2023) MPG		
Est Highway: 28 (2023) MPG		
Est Highway Cruising Range: 518.00 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

--

Attachment: SOCIAL SERVICE FORD EDGE SUV (2023-423 : Authorizing the purchase of SUV for Social Services)

Standard Equipment

MECHANICAL

Engine: Twin-Scroll 2.0L EcoBoost -inc: auto start-stop technology (STD)
Transmission: 8-Speed Automatic w/SelectShift -inc: Active Transmission Warm-Up (STD)

TIRES

Tires: 245/50R20 All-Season

ADDITIONAL EQUIPMENT

50-State Emissions System
Automatic Full-Time All-Wheel
3.80 Axle Ratio
70-Amp/Hr 760CCA Maintenance-Free Battery w/Run Down Protection
GVWR: TBD
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
18.5 Gal. Fuel Tank
Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Brake Actuated Limited Slip Differential
Wheels: 20" Premium Gloss Black-Painted Aluminum
Tire Mobility Kit
Clearcoat Paint w/Badging
Body-Colored Front Bumper w/Black Bumper Insert
Body-Colored Rear Bumper w/Black Bumper Insert

Black Side Windows Trim and Black Front Windshield Trim
Body-Colored Door Handles
Body-Colored Bodyside Cladding and Rocker Panel Extensions
Body-Colored Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Fully Galvanized Steel Panels
Lip Spoiler
Black Grille
Power Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Autolamp Auto On/Off Projector Beam Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
LED Brakelights
Headlights-Automatic Highbeams
Front Fog Lamps
Radio w/Seek-Scan, Clock and Steering Wheel Controls
Radio: AM/FM Stereo -inc: 6 speakers, MP3 capable, speed-compensated volume and USB media hub (A and C) style
Streaming Audio
Integrated Roof Antenna
SiriusXM w/360L -inc: a 3-month prepaid subscription, Service is not available in Alaska and Hawaii, SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com , All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 SiriusXM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc
SYNC 4A w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app

Attachment: SOCIAL SERVICE FORD EDGE SUV (2023-423 : Authorizing the purchase of SUV for Social Services)

catalog, 911 Assist, Wireless Apple CarPlay and Android Auto compatibility, digital owners manual, adaptive dashcards and conversational voice command recognition
3 LCD Monitors In The Front
Driver Seat
6-Way Passenger Seat
60-40 Folding Bench Front Facing Manual Reclining EasyFold Fold Forward Seatback ActiveX/Miko Simulated Suede/Leatherette Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Leather Steering Wheel
Front Cupholder
Rear Cupholder
Compass
Proximity Key For Doors And Push Button Start
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Remote Releases -Inc: Power Cargo Access
FordPass Connect -inc: 4G LTE Wi-Fi hotspot that connects up to 10 devices (Wi-Fi hotspot includes wireless data trail that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features, To activate, go to www.att.com/ford), Remote start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect (optional on select vehicles), the FordPass app, and complimentary connected services are required for remote features (see FordPass terms for details), Connected service and features depend on compatible AT&T network availability, Evolving technology, cellular networks, vehicle capability may limit functionality and prevent operation of connected features, Connected services excluded Wi-Fi hotspot), Note: Telematics solutions (both complimentary and subscription based) are available for fleet customers, providing access to manufacturer-grade data including but not limited to vehicle location, speed, idle time, fuel/energy, range, vehicle diagnostics, and maintenance alerts, FordPass Connect 4G Wi-Fi modem, enables telematics services directly from Ford or through authorized third party providers, Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford, (833-327-3673)
Garage Door Transmitter
Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Full Cloth Headliner
Vinyl Door Trim Insert
Metal-Look Gear Shifter Material
ActiveX Seating Material Heated Bucket Seats -inc: Miko inserts, 8-way power driver's seat (fore/aft, up/down, tilt, lumbar) w/power recline, 4-way power passenger seat (fore/aft, up/down) w/manual recline and 4-way manually adjustable (up/down, forward/back) head restraints
Interior Trim -inc: Colored Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Chrome/Metal-Look Interior Accents
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination
Day-Night Auto-Dimming Rearview Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, 2 12V DC Power Outlets and 1 120V AC Power Outlet
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim
Cargo Area Concealed Storage
Cargo Features -inc: Tire Mobility Kit
Trunk/Hatch Auto-Latch
Cargo Space Lights
FOB Controls -inc: Cargo Access and Windows
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Front Center Armrest w/Storage and Rear Center Armrest

2 Seatback Storage Pockets
Seats w/Leatherette Back Material
Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
Perimeter Alarm
2 12V DC Power Outlets
Air Filtration
2 12V DC Power Outlets and 1 120V AC Power Outlet
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
BLIS (Blind Spot Information System) Blind Spot
Pre-Collision Assist with Automatic Emergency Braking (AEB) and Cross-Traffic Alert
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Rear Parking Sensors
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver And Passenger Knee Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera w/Washer

Attachment: SOCIAL SERVICE FORD EDGE SUV (2023-423 : Authorizing the purchase of SUV for Social Services)

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
ANGELA AHBEZ-ANDERSON, COUNCILMEMBER
EILEEN CHAPMAN, COUNCILMEMBER
YVONNE CLAYTON, COUNCILMEMBER

DONNA M. VIEIRO, CITY MANAGER
LISA ESPOSITO, RMC, CITY CLERK

Wednesday, August 23, 2023

To: Donna Vieiro, City Manager
JoAnn Boos, CFO

From Douglas Schultz, Director of Social Services

Re: Vehicle for Opioid response

Please find attached a Quote for a 2024 Ford Edge ST AWD through National Fleet Auto Group, with an optional spare tire, the net cost is \$43,781.38. This can be funded entirely with Opioid funding the City has received, this is a mid-size SUV, smaller than the Explorer.

The Department needs a vehicle to conduct social service business within the community. A primary focus for this will be with the Opioid addicted and those at risk of Opioid addiction in the community.

We will make use of this vehicle for outreach, intervention and transportation of clients to medical and social services appointments as well as for transport to rehabs, when alternate means of transport is not available.

After our 2006 Ford 500 was taken out of service this year, we have gotten by using taxi cabs, and the old City Manager Ford Focus, on loan. The Department benefits from having a devoted vehicle ready to go to meet the needs of the community; especially on the special cases where other means of transportation are not appropriate.

We are planning to use the Opioid Funds for this vehicle as we have determined that every interaction, we have here is with a person or persons at risk of opiate addiction and all of our works are to reduce or eliminate those risks.

We are hopeful that City Management and the Council will agree and allow us to move forward; as you are aware, purchasing a vehicle has become challenging and this is an excellent opportunity for the City and the Department.

Attachment: SOCIAL SERVICE FORD EDGE SUV (2023-423 : Authorizing the purchase of SUV for Social Services)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-424

Resolution authorizing payment to Party Perfect Rentals for back-to-school equipment in the amount of \$7,982.88 utilizing CDBG and O&E funds.



RESOLUTION NO. 2023-424

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

**RESOLUTION AUTHORIZING PAYMENT FOR RENTAL OF EQUIPMENT FOR
THE BACK TO SCHOOL FAIR**

WHEREAS, the City of Asbury Park ("City") has the need for Back-to-School entertainment; and

WHEREAS, the City has received the attached invoice Party Perfect Rentals for Back-to-School entertainment totaling \$7,982.50; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts T-17-81-850-850-005, 3-01-20-100-000-251, T-20-56-850-878-801 and T-17-82-850-850-001. 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 payment to Party Perfect Rental in the amount of \$7,982.88 for Back-to-School entertainment a copy of this Resolution shall be provided to the Director of Community & Cultural Affairs, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-424 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



Party Perfect Rentals, L.L.C.
 312 Squankum Yellowbrook Road
 Farmingdale, NJ 07727
 p. 732-303-8211
 f. 732-303-1280
 www.partyperfectrentals.com

****RENTAL AGREEMENT****

RENTAL DATE: 8/19/2023

EVENT LOCATION: Springwood Park
 1101 Springwood Ave
 Asbury Park, NJ 07712

ORDER #: 48277

LESSOR: Party Perfect Rentals, LLC

Home: 732 894 1848 cell

LESSEE: City of Asbury Park

Fax:

ADDRESS: 1 Municipal Plaza
 Asbury Park, NJ 07712

Work: 732-502-5753

Cell:

START TIME: 01:00PM **END TIME:** 04:00PM

Contact: Cassandra Dickerson

Qty	Description	Ea/Hr	Start	End	Item Total
1	Dixie Whirlwind	\$1,750.00	01:00PM	04:00PM	\$1,750.00
1	Dixie Twister	\$1,650.00	01:00PM	04:00PM	\$1,650.00
1	Turbo Tubs	\$1,500.00	01:00PM	04:00PM	\$1,500.00
1	Ferris Wheel 5 in 1 Combo	\$475.00	01:00PM	04:00PM	\$475.00
1	Bear Camp Water Slide	\$850.00	01:00PM	04:00PM	\$850.00
2	Attendant	\$150.00	01:00PM	04:00PM	\$300.00
2	Frame Carnival Tent	\$125.00	01:00PM	04:00PM	\$250.00
2	Generator	\$150.00	01:00PM	04:00PM	\$300.00

Our Damage Waiver Fee is OPTIONAL and MAY BE DECLINED.
 (See Section 4 of this contract for coverage details)
 If you decline the waiver or fail to pay the fee prior to the delivery
 of your rental equipment you will be responsible for all damage to
 the rented items, at the full (new) replacement cost thereof.

Decline Damage Waiver: _____

SIGNATURE OF LESSEE

Equipment Fees:	\$7,075.00
Delivery Fees:	\$200.00
Supply Fees:	\$0.00
Damage Waiver:	\$707.50
Discount:	\$0.00
Sub-Total:	\$7,982.50
Tax:	\$0.00
Total:	\$7,982.50
Deposit Required:	\$3,991.25
Payments:	
Balance Due:	\$7,982.50

- IDENTITY OF PARTIES:** For the purposes of this Rental Agreement, "Lessor" shall mean Party Perfect Rentals, LLC, its owners, officers, directors, shareholders, employees, contractors, agents and "Lessee" shall mean the person(s) or company listed in the "lessee" and/or "customer information" boxes on this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.
- PAYMENT:** A 50% non-refundable deposit is due to Lessor from Lessee upon contract and full balance is due no later than the day of event upon arrival. In the event of a cancellation, Lessee's deposit will be turned into a credit good for one year from the date of the original event as long as Lessee cancels at least 7 days before event date **for non-weather related reasons**. Any cancellation less than 7 days before the event date **for non-weather related reasons** will result in a forfeit of Lessee's deposit. If Lessee cancels once Lessor delivers equipment, full payment is immediately due whether equipment is used or unused by Lessee for any reason.
- WEATHER POLICY:** Upon contract, Lessor will provide Lessee a rain cut off time. As long as Lessee contacts Lessor prior to the cut off time, Lessor will reschedule Lessee's event. In the event that Lessee's equipment is no longer available on rescheduled date, Lessor will substitute equipment for equal valued equipment or services. Guaranteed rain dates are available at an additional

Renter's Initials _____

Attachment: PARTY PERFECT BACK-TO-SCHOOL ENTERTAINMENT (2023-424 : Resolution authorizing payment for Back-to-School

50% fee (rain insurance). Deposits are non-refundable, but are transferable to a future event within 1 year. If Lessee decides to cancel after lessor arrives at Lessee's event, payment is due in full whether the equipment is used or unused by Lessee. Lessor is not responsible for weather or poor turnouts after the rain cut off time passes.

4. **DAMAGE WAIVER:** If you pay the damage waiver fee as specified, subject to the limitations and exclusion below, Lessor agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rented items on this contract and for loss due to fire, collision, windstorm, upset, or riot. We exclude from this waiver, however, any loss or damage due to theft, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to your failure to care for the rental items as a prudent person would his/her own property. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that you must file a report to the proper law enforcement authorities and furnish us a copy. In addition, if you have insurance for the loss or damage you shall exercise, and shall empower us to exercise all your rights to obtain recovery under insurance, shall cooperate with Lessor to obtain recovery and all insurance proceeds shall be given or assigned to Lessor.
5. **EQUIPMENT, RENT AND TERMS OF RENTAL AGREEMENT:** Lessee rents from Lessor that certain equipment described on this agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be listed as the "start" to "end" listed on this agreement, but all of lessee's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Agreement to the actual pick up of the Rental Equipment by lessor. Lessor cannot guarantee weather conditions, and if the equipment is delivered by Lessor and accepted by Lessee, then Lessee shall not be entitled to any refund whatsoever if weather conditions prohibits safe use of the Equipment, or if customer otherwise elects not to use the Equipment due to weather of other causes
6. **DELIVERY:** Lessor shall deliver the Rental Equipment to the street address specified by Lessee on the front side of this agreement. Lessee grants to Lessor the right to enter the property at the said address ("Delivery Address") for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times.
7. **RECEIPT/INSPECTION OF RENTAL EQUIPMENT:** Lessee hires the Rental Equipment on an "as is" basis. Lessee acknowledges that Lessee has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operation/safety instructions prior to use. Lessee specifically agrees that such rental items will not be used if Lessee finds that it is not suitable for Lessee's needs. Lessee acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.
8. **TRANSPORTATION EXPENSE:** Except as provided herein, all charges in delivering and subsequent pick up of the equipment with respect to the Delivery Address is included in the Rental Fee noted above. In the event that the equipment is not returned at the appointed time by Lessee to Lessor then a \$50.00 Transportation Fee shall be automatically imposed.
9. **SAFETY/OPERATING INSTRUCTIONS:** In addition to the information set forth in this agreement, Lessee acknowledges that there are safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used in accordance with those instructions. Lessee acknowledges that an attendant for equipment has been offered and recommended by lessor. If an attendant is declined by lessee, then lessee further acknowledges and understands that Party Perfect Rentals, LLC assumes no responsibility for the correct and safe operation of rented equipment and lessee is fully responsible for the safety and correct operation of equipment. Lessee understands that children's safety depends upon lessee providing AT ALL TIMES correct operation of and the use of equipment. Lessee further agrees to keep all equipment away from swimming pool(s) and lessee understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, lessee acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Lessee voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, lessee will not permit the equipment to be operated by anyone who is not qualified and who has not received instruction from lessor on the safe operation and use of the equipment, nor shall lessee allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation.
10. **CARE OF THE RENTAL EQUIPMENT:** Lessee shall be responsible for any and all damage to any of the rental equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Lessee shall be liable to Lessor for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value of the equipment listed in this equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or

Renter's Initials _____

dirtying of rental equipment with non-approved items such as chemicals, non-approved food, paint, silly string, mud, clay or other materials.

11. **ALTERATIONS AND ATTACHMENTS:** No alteration in or attachments to the equipment will be made without prior written approval of Lessor.
12. **LIMITED WARRANTY:** Lessor warrants that the equipment leased under this Rental Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. Lessor's sole and exclusive obligations under this warranty is limited to the repair or replacement of the rental equipment when Lessor determines that it does not conform to this warranty. Lessor makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental equipment is fit for Lessee's particular intended use, or that it is free of latent defects. Lessor shall not be responsible to Lessee or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, installation of, use of, or any failure of the rental equipment. Lessor shall not be responsible for any defect or failure unknown to Lessor at the time of delivery.
13. **POSSESSION/TITLE:** Lessee's right to possession of the Rental Agreement begins upon the items being delivered to Lessee's premises and terminates on the actual pick up by Lessor. Retention of possession, or any failure to permit the pickup of the item(s) at or after "End Time" specified in this agreement constitutes a material breach of this agreement. In the event that the Equipment is not returned for any reason, including theft, the Lessee is obligated to pay the Lessor the full replacement value for the equipment that is listed in this agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by Lessor. Title to the rental items is and shall remain in Lessors name. Lessee agrees to keep the Rental Equipment in his/her/their custody and control from the time of Lessor's delivery of the items, until Lessor picks up such items. Lessee shall not cause nor permit these items, or any of them, to be sublet, rented, sold or removed from Delivery Address, or otherwise transfer such items. If the rental items are not returned and/or levied upon for any reason whatsoever, Lessor may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Lessee hereby agrees to indemnify, defend, and hold Lessor harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Lessee shall notify Lessor immediately.
14. **EQUIPMENT PROBLEMS:** Should any equipment develop a problem, or does not function correctly at any time, or Lessee does not understand the operating, Lessee agrees to immediately cease use of that equipment.
15. **General Release/Indemnity/Hold Harmless:** Lessee will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Lessee acknowledges that they are in charge of the operation, installation and use of the Rental Equipment, and are fully responsible for its safe operation and installation as well as the return of the Rental Equipment in good working order. Lessee acknowledges and agrees that Lessor is not responsible for any injury occurring to Lessee, or any guests of Lessee or to any other persons using the Rental Equipment, or to any claims by any other person(s) injured by or on account of the Rental Equipment, while the equipment is in the possession of the Lessee. Lessee agrees to defend, indemnify, and hold harmless Lessor from and against any and all liability, claims, judgments, attorney fees, and costs, of every kind of nature, including, but not limited to, injuries, or death to persons and/or damage to property, whether or not such claimant is known or unknown to Lessee, which arises out of the use, maintenance, installation, operation, instruction, possession, or rental of any of the Rental Equipment, however caused, but with such claim arising while or such injury or damage occurring while such Rental Equipment is in the actual or constructive possession of Lessee. These General Release, Indemnity, and Hold Harmless provisions apply to, but are not limited to, any injury, death, damage, claim, or liability which may arise on account of the negligence, whether active or passive, of Lessor or Lessor's suppliers, agents, employees, contractors, drivers or installers. Lessee further acknowledges that Lessor is not a food supplier or handler, and that any food related items, such as popcorn, cotton candy, hot dogs, which may be supplied with the Rental Equipment, is a straight pass through by Lessor to Lessee. Since this additional service is provided to Lessee as a courtesy by Lessor, and so long as Lessor advises Lessee, in writing, after Lessee's requests, with the name and address of the supplier of any specific item, Lessee specifically agrees to waive and release, indemnify and hold Lessor harmless from and against any and all claims of whatever kind or nature arising out of or involved with the food items supplied.
16. **COMPLIANCE WITH LAWS:** Lessee agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Lessee agrees at his/her/their sole cost and expense to comply with all municipal, county, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Lessee further agrees to pay all licenses, fines, fee, permits, or taxes arising from Lessee's use of the rental equipment, including any subsequently determined to be due. Lessee is solely responsible for obtaining any and all permits and/or licenses from the appropriate government agencies prior to use.

Renter's Initials _____

17. **LEGAL FEES:** In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.
18. **CUSTOMER ACKNOWLEDGMENT:** Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on all pages of this agreement and that they understand its content and that they execute it freely, intelligently, and without duress of any kind.
19. **SEVERABILITY:** If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.
20. **RAIN POLICY:** DURING PERIODS OF SEVERE WEATHER CONDITIONS (I.E. RAIN, HIGH WINDS, ETC.), WE RESERVE THE RIGHT TO CANCEL YOUR RESERVATIONS. IF CONDITIONS ARE NOT TOO SEVERE WE WILL GIVE YOU THE OPTION OF KEEPING IT OR NOT. IF YOU DECIDE TO KEEP THE UNIT FOR THE TERM OF THIS RENTAL AGREEMENT, THERE WILL BE NO REFUNDS!
21. **Cotton Candy Machines, Sno-cone Machines, Popcorn machines & Generators Rentals:** Never service unit when plugged into electrical outlet. Make sure unit is grounded. Plug unit into a grounded receptacle only! Be sure that the switch is in the "OFF" position before plugging unit in.
22. **ENTIRE AGREEMENT:** This Agreement constitutes the full agreement between Lessor and Lessee. Any prior agreements, whether written or oral, promises, negotiations, or representations not expressly set forth herein shall be of no force or effect. The receipt of the Rental Agreement that is the subject of this Rental Agreement and General Release and the fact that it is in good working order is acknowledged by Lessee

WARNING! -- Never leave equipment running unattended. **DO NOT ALLOW CHILDREN TO OPERATE RENTAL EQUIPMENT!** Lessee has acknowledged that he or she has been fully instructed as to the operation and safety procedures of rental equipment. Never touch Hot or moving parts. Never fill generator with gasoline when engine is hot! Never operate rental equipment in a wet environment.

I HAVE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED ABOVE, OR AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AND AS THEIR AGENT. FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT

LESSOR: _____ DATE: _____

LESSEE: _____ DATE: _____

PRINT NAME: _____

PRINT NAME: _____

Authorized representative of Party Perfect Rentals, LLC

no response

Cassandra Dickerson

From: Cassandra Dickerson
Sent: Tuesday, July 25, 2023 11:45 AM
To: fun@mrhappy.com
Subject: FW: Carnival Rides
Attachments: 20230717142403938.pdf

Importance: High

Jayyyyy, I need some pricing ASAP.

-----Original Message-----

From: Cassandra Dickerson
Sent: Monday, July 17, 2023 1:58 PM
To: fun@mrhappy.com
Subject: Carnival Rides

Hi Jay!

Can you get me some prices on the attached as soon as possible?

Thank you.
 Cassandra

-----Original Message-----

From: donotreply@cityofasburypark.com <donotreply@cityofasburypark.com>
Sent: Monday, July 17, 2023 2:24 PM
To: Cassandra Dickerson <Cassandra.Dickerson@cityofasburypark.com>
Subject: Message from "RNP5838794113EB"

This E-mail was sent from "RNP5838794113EB" (IM C6500).

Scan Date: 07.17.2023 14:24:03 (-0400)
 Queries to: donotreply@cityofasburypark.com

Attachment: PARTY PERFECT BACK-TO-SCHOOL ENTERTAINMENT (2023-424 : Resolution authorizing payment for Back-to-School



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-425

Purchase of Fire Department Equipment from VE Ralph & Son Inc. and Continental Fire & Safety



RESOLUTION NO. 2023-425

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

RESOLUTION AUTHORIZING THE PURCHASE OF FIRE DEPARTMENT EQUIPMENT FROM VE RALPH & SON INC. AND CONTINENTAL FIRE & SAFETY WITH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

WHEREAS, the Fire Departments is requesting funding for the purchase of a Ferno Track Chair, Stretcher and Rescue Arizona Vortex Tripod; and

WHEREAS, the Ferno Track Chair, Stretcher and Rescue Arizona Vortex Tripod, will improve the reliability and in-service capability of the Emergency Medical Services fleet of the Asbury Park Fire Department; and

WHEREAS, the current stair chair being replace was purchased in 2002, is worn out, not strong or reliable as the new improved version; and

WHEREAS, the new Track Chair has a light weight-high strength design, and includes a track with a band brake, improved safety harness, handles and grips to provide safer control of patients during transfer; and

WHEREAS, the current stretcher being replaced was purchased in 2015 and has required an increase in maintenance to replace worn parts; and

WHEREAS, VE Ralph & Son, Inc. is awarded the contract for the purchase of the Ferno Track Chair and Stretcher.

WHEREAS, the amount awarded to VE Ralph & Son, Inc. is \$17,016.45; and

WHEREAS, quotes were solicited from Grainger; and

WHEREAS, the current rescue tripod is damaged and the replacement is vital to the department. This piece of equipment is used for rescue in confined spaces as well as rope and work access.

WHEREAS, Continental Fire & Safety is awarded the contract for the purchase of the

Arizona Vortex, Multipod Kit; and

WHEREAS, the amount awarded to Continental Fire & Safety is \$5,195.00; and

WHEREAS, quotes were solicited from All Hands Fire; and

WHEREAS, the City of Asbury Park will use Community Development Block Grant (CDBG) funds for such purchase in the amount not to exceed \$22,211.45; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account T-17-82-850-850-005 of the official budget to which the purchase will be officially charged; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park (the “City”) in the County of Monmouth, State of New Jersey authorize the purchase of a Ferno Track Chair, Stretcher and Arizona Vortex Multipod Kit for the Asbury Park Fire Department.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-425 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK

V.E. RALPH & SON, INC.

P.O. Box 633 • 320 SCHUYLER AVENUE, KEARNY, NJ 07032-0633
 TELEPHONE: (201) 997-2400 TOLL FREE: (800) 526-1196
 FAX: (201)997-6556

QUOTE NO. 103652

DATE 07/07/23

055666
 TO: CITY OF ASBURY PARK
 ONE MUNICIPAL PLZ
 ASBURY PARK, NJ 07712

S
H
I
O
P

ASBURY PARK FIRE DEPARTMENT
 ATTN: BC RICH DREYER
 800 MAIN STREET
 ASBURY PARK, NJ 07712

TEL #:

FAX #: E-MAIL

CONTACT		TERMS	ESTIMATED SHIP DATE	FOB	
RICH DREYER		NET 30 DAYS		KEARNY	
QUANTITY	U/M	CATALOG NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1	EA	16-0731403	TRANSCEND STAIR CHAIR W/ POWERTRAXX	8557.60	8,557.60
1	EA	16-1406102	TRANSCEND TELESCOPIC U BAR	285.95	285.95
1	EA	16-1406112	TRANSCEND FOOTREST	285.95	285.95
1	EA	16-1406122	TRANSCEND REAR FLIP UP HANDLES	400.00	400.00
1	EA	16-1406162	TRANSCEND REAR WHEELS WITH LOCKS	171.95	171.95
1	EA	16-1406151	TRANSEND NYLON RESTRAINTS WITH PURCHASE OF CHAIR	0.00	0.00
SPECIAL DISCOUNTED PRICING **FREIGHT FREE SHIPMENT**					

PRICES ARE GUARANTEED THROUGH: 08/06/23

TOTAL

9,701.45

QUOTED BY: MIKE PELUSO

Serving The People Who Serve The People Since 1946.

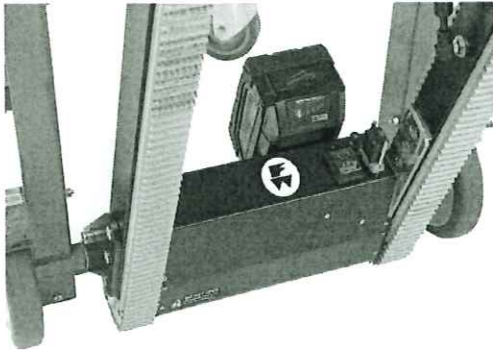
END OF
Fire

FERNO®

POWERTRAXX STAIR CHAIR TRAINING VIDEO



Stair Chair Accessories / FERNO Conversion Kit



FERNO Conversion Kit

Item 46P310

Mfr. Model POWERTRAXX

☐ Compare

Product Details Catalog Page N/A

For Use With EZ-Glide Stair Chair

Includes Battery and Charger

Accessory Type Conversion Kit

UNSPSC 42172014

Country of Origin **USA** (subject to change)

Product Description
These accessories are for use with stair chairs.

Web Price
\$10,514.14 / each

Qty
1

Add to Cart

☒ Ship

☐ Pickup

Ships from supplier.
Expected to arrive by end of
Aug, 2023.

Ship to 07701 | Change

Shipping Weight 33 lbs

Ship Availability Terms

Add to List

Compliance & Restrictions

This item is restricted for international sale.

This item is manufactured or supplied by a small, minority, woman, veteran or disadvantaged business.

Attachment: Invoice for VE Ralph and Sons and Continental Fire and Safety 8-2023 (2023-425 : Resolution Authorizing the Purchase of Fire

V.E. RALPH & SON, INC.

P.O. Box 633 • 320 SCHUYLER AVENUE, KEARNY, NJ 07032-0633
 TELEPHONE: (201) 997-2400 TOLL FREE: (800) 526-1196
 FAX: (201)997-6556

QUOTE NO. 103636

DATE 07/06/23

055666
 TO: CITY OF ASBURY PARK
 ONE MUNICIPAL PLZ
 ASBURY PARK, NJ 07712

S
H
I
P
T
O

ASBURY PARK FIRE DEPARTMENT
 ATTN: BC RICH DREYER
 800 MAIN STREET
 ASBURY PARK, NJ 07712

TEL #:

FAX #: E-MAIL

CONTACT		TERMS	ESTIMATED SHIP DATE	FOB	
RICH DREYER		NET 30 DAYS	TBD	KEARNY	
QUANTITY	U/M	CATALOG NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1	EA	16-000035X1	FERNO 35-X AMBULANCE COT- RESCUE RED	7315.00	7,315.00
SPECIAL DISCOUNTED PRICING					
FREIGHT FREE SHIPMENT					
PRICES ARE GUARANTEED THROUGH: 08/05/23				TOTAL	7,315.00

QUOTED BY: MIKE PELUSO

Serving The People Who Serve The People Since 1946.

Showing results for "ferno ambulance cot"

3.D.5.a

Country of Origin: US

Quote

First aid cots have wheels and safety restraints for safe patient transfer, and collapse for loading into an ambulance without lifting. They are used in hospitals and at emergency scenes.

Clear All Brand FERNO X

First Aid Cots



Product Type	Length	Width	Height	Color	Brand	Price
Cot	79 in	24 in	35 in	Red	FERNO	\$8,636.85
 FERNO Cot: 79 in Lg, 24 in Wd, 35 in Ht, Red Item 46P314 Mfr. Model 35-X View Product Details ☐ Compare Web Price i \$8,636.85 / each This item requires special shipping, additional charges may apply. ! Ships from supplier. Expected to arrive by end of Aug, 2023. Ship to 07701 ▼ Qty 1 Add to Cart						
MRI Cot	76 in	23 in	32 in	Maroon	FERNO	\$7,768.95

Note: Product availability is real-time basis and adjusted continuously. The product will be reserved for you when you complete your order. [More](#) i

Attachment: Invoice for VE Ralph and Sons and Continental Fire and Safety 8-2023 (2023-425 : Resolution Authorizing the Purchase of Fire



2740 KUSER ROAD
HAMILTON, NJ 08691
800-313-1846 - Info@contfire.com

QUOTE

Date	Estimate #
7/7/2023	23-1583

Name / Address
ASBURY PARK CITY FIRE DEPARTMENT ONE MUNICIPAL PLAZA ASBURY PARK, NJ. 07712

Terms	Rep	Project
Net 30	KBH	

PN	Description	Qty.	Rate	Total
CMC 727300	ARIZONA VORTEX, MULTIPOD KIT	1	4,995.00	4,995.00
SHIPPING.	SHIPPING & HANDLING	1	200.00	200.00

Due to inconsistent pricing from our vendors
we reserve the right to adjust pricing at any time.

Total: **\$5,195.00**

www.contfire.com

Quote



ARIZONA VORTEX TRIPOD

SKU CMC-727300-Brite

(0) No Reviews yet

\$5,279.99



(/price-match-policy)

Description	Specifications	Reviews	Videos
Details CMC Rescue Arizona Vortex TripodNamed for its origin in the rugged Red Rock highlands of northern Arizona, the Arizona Vortex Kit is a unique multipod...			

Attachment: Invoice for VE Ralph and Sons and Continental Fire and Safety 8-2023 (2023-425 : Resolution Authorizing the Purchase of Fire



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-426

Resolution authorizing payment to Rapid Pump & Meter Service Co., Inc for emergency service and repairs to a Variable Frequency Drive (VFD) Controller at the WWTP in the amount of \$7,766.62.



RESOLUTION NO. 2023-426

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

RESOLUTION AUTHORIZING PAYMENT TO RAPID PUMP & METER SERVICE CO., INC. FOR EMERGENCY SERVICE AND REPAIRS TO A VARIABLE FREQUENCY DRIVE CONTROLLER AT THE WWTP

WHEREAS, the City has approved via Resolution 2023-207 the emergency repairs and maintenance as needed at the Waste Water Treatment Plant; and

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for the emergency service and repairs to a Variable Frequency Drive (VFD) Controller needed at the WWTP; and

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

WHEREAS, the Sewer Department obtained the attached invoice from Rapid Pump & Meter Service Co., Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to Rapid Pump & Meter Service Co., Inc in the amount of \$7,766.62 for the emergency service and repairs needed to a VFW Controller at the Waste Water Treatment Plant; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize payment to Rapid Pump & Meter Co., Inc for the emergency service and repairs to a VFW Controller at the WWTP in the amount of \$7,766.62 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Capital Projects & Public Facilities and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-426 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK

Rapid Pump & Meter Service Co., Inc.



Ph: 973.345.5600
 Fx: 973.345.0301
 www.rapid-service.com

283 Straight Street Paterson, NJ 07501
 Remit to: PO Box AY
 Paterson, NJ 07509

Invoice

Customer Number

101005

Invoice Number

RSRI66936

Contact

Rudy Corona

Order Date

6/26/2023

Shipped Date

6/30/2023

Invoice Date

7/5/2023

Bill To:

Asbury Park STP
 Attn: Accounts Payable
 9 Main Street
 ASBURY PARK, NJ 07712

Ship To:

Asbury Park WWTP
 1700 Kingsley Street
 ASBURY PARK, NJ 07712

Ship Via

Terms

Net 10

Received By

Customer PO

Original Order #

RS67011

Product ID	Qty	Ship	Description	Sales Price	Total
	1	1	Work Performed As Listed Below	7,766.62	7,766.62

Required Work: 6/26/2023-6/30/2023

Service Call - Checked out Leg Drive for the Odor Pollution Controls. Troubleshoot and found Heat Sink Fan defective. Pulled VFD, installed, terminate and programmed new VFD.

A 1.5% Per Month Interest Fee Will Be Assessed For Past Due Invoices.

Subtotal: 7,766.62

Freight: 0.00

Other: 0.00

0.0000 % Sales Tax 1: 0.00

0.0000 % Sales Tax 2: 0.00

Thank You!!

TAX EXEMPT Total: 7,766.62

Our Tax ID:

Your Tax ID:

Page 1 of 1



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-427

Payment to Holiday Designs for the Installation of Holiday Lighting



RESOLUTION NO. 2023-427

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

RESOLUTION AUTHORIZING PAYMENT TO HOLIDAY DESIGNS FOR THE INSTALLATION OF HOLIDAY LIGHTING THROUGH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

WHEREAS, the City of Asbury Park received pricing from Holiday Designs and Holiday Outdoor Décor for the purchase of Holiday Lighting; and

WHEREAS, the purchase will include custom Silhouette Overhead Letter Signs-Greetings from Asbury Park, Snowflake Swag Skyline lights and Silhouette Snowflake LED Lamps; and

WHEREAS the following locations will receive new holiday lighting:

- Asbury Avenue
- Main Street
- Memorial Drive
- Springwood Avenue
- Cookman Avenue

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account T-17-82-850-850-007 of the official budget to which the reimbursement will be officially charged; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the payment of \$56,831.50 to Holiday Designs for Holiday Lighting with Community Development Block Grant funds.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-427 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



Company Address PO Box 4365
Bethlehem, Pennsylvania 18018
United States

Created Date 3/15/2023
Expiration Date 3/31/2023
Quote Number 00012410

Prepared By Mike Desorbo
Phone (315) 883-8796
Email mdesorbo@holidayoutdoordecor.com

Bill to Phone (732) 775-7676
Email robsbury@comcast.net

Bill To Name Rob Lawton
Bill To One Municipal Plaza
Asbury Park, New Jersey 07712
United States

Ship To Name City of Asbury Park
Ship To One Municipal Plaza
Asbury Park, New Jersey 07712
United States

Quote To United States

Ship To Phone (732) 775-7676

Product Code	Product	Product Line Description	Line Item Description	Price	Quantity	Total Price
C-CUSTOM	Custom	Custom	Silhouette Overhead Letter Signs Greetings From Asbury Park -Cool White LEDs	\$8,305.95	2.00	\$16,611.90
VD-R-38-SFS	Snowflake Swag Skyline	Elegant Snowflake Swag Skyline in Warm White Lights. Measures 38'. With 534 C-7 Lamps. Weighs 136lbs. LED		\$3,257.75	7.00	\$22,804.25
PM-SLB-SSF72	6' Silhouette Snowflake Pole Mount	Silhouette Snowflake 90 C7 Lamps LED	Cool White LEDs	\$558.75	56.00	\$31,290.00
SHIPPING	SHIPPING*		Shipping to be determined	\$0.00	1.00	\$0.00

- * Applicable Sales Tax will be added to Final Invoice
- * All shipping is estimated at time of order. Actual shipping costs may vary.

Subtotal \$70,706.15
Total Price \$70,706.15
Grand Total \$70,706.15

Account Terms 2% March 3rd 2023 Net upon receipt

QUOTE ACCEPTANCE INFORMATION

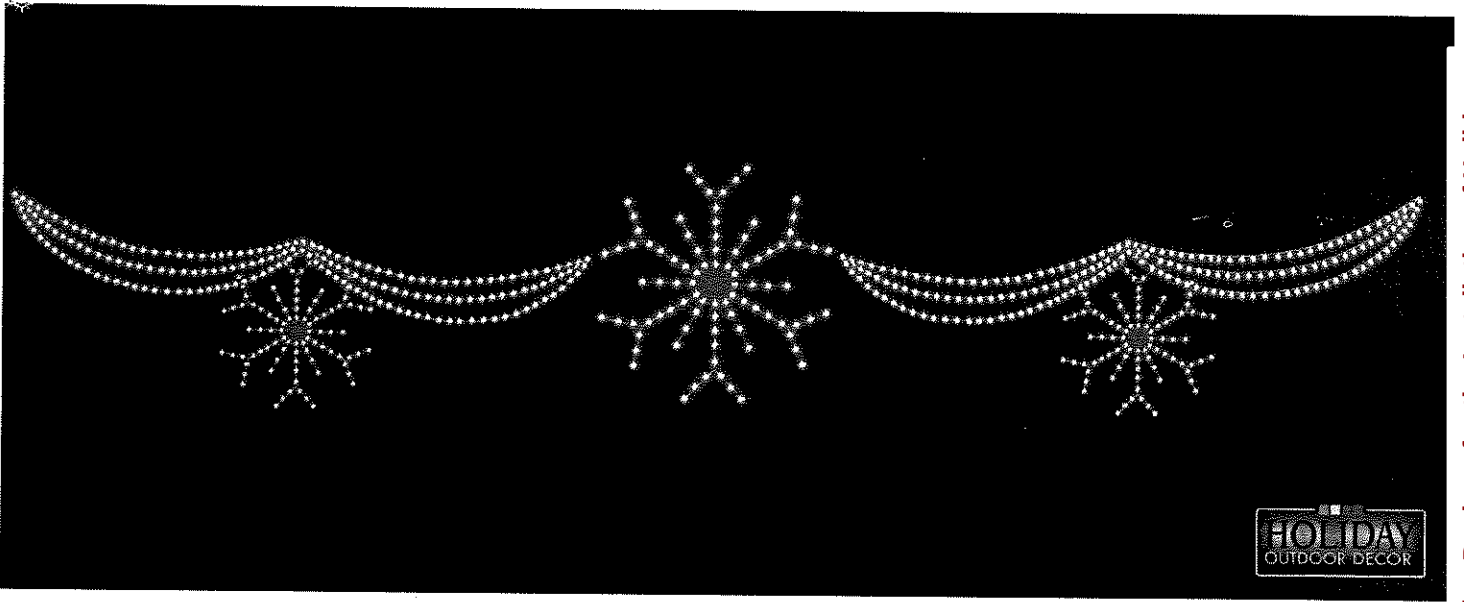
Signature: _____

Name: _____

Title: _____

- * 15% Restocking fee on all returns
- * No returns without proper authorization
- * Custom Items are NOT returnable
- * After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

- * Please refer to our Terms and Conditions, [here](https://holidayoutdoordecor.com/terms-conditions/) or at <https://holidayoutdoordecor.com/terms-conditions/>
- * Promo Deal: Additional 2% off with prepaid order





**Holiday
Designs™**
Made in the USA

Holiday Designs™

PO Box 6105

Gainesville, GA 30504

+1 7702871400

www.holidaydesigns.com

Estimate

ADDRESS

Daniel Paczkowski
City of Asbury Park, NJ
One Municipal Plaza
Asbury Park, NJ 07712 USA

SHIP TO

Daniel Paczkowski
City of Asbury Park, NJ
One Municipal Plaza
Asbury Park, NJ 07712 USA

ESTIMATE # E-33341

DATE 08/08/2023

EXPIRATION DATE 08/31/2023

SHIP VIA FREIGHT

CUSTOMER EMAIL

Daniel.Paczkowski@cityofasburyp 732-456-4873

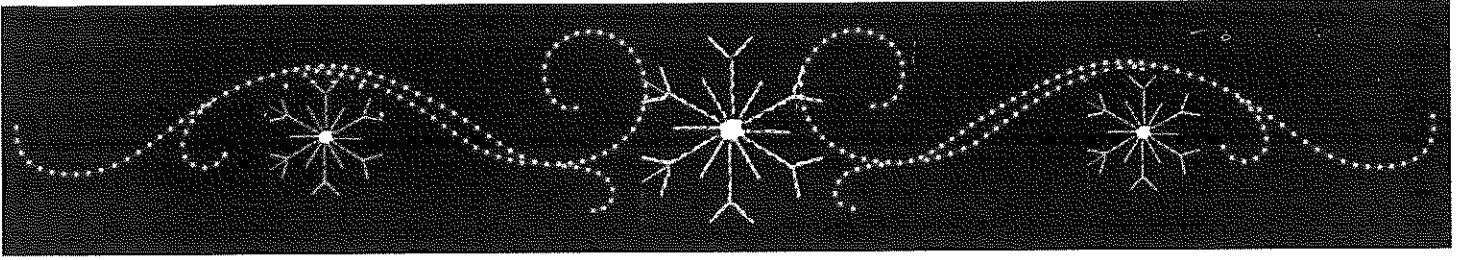
CUSTOMER PHONE

SKU	DESCRIPTION	QTY	RATE	AMOUNT
HDPS-100	HDPS-100 - 6' Snowflake. Color: Warm white List: \$625. Special: \$395	56	395.00	22,120.00
HDDELSSL-SNOW	HDDELSSL-SNOW - Deluxe Snowflake Skyline Custom to 38' Deluxe Snowflake Skyline. Custom Snowflakes to HDPS-100 style. Colors: Warm white List: \$4,092. Pre-Season Sale: \$3,676.50	7	3,676.50	25,735.50
CUSTOM	Custom Skyline with letters 'Greetings from Asbury Park'. Letters at 3', Sign length at 38'. Colors: Warm white Current fabrication timeline 8-10 weeks, possibly sooner. Estimate does NOT include taxes or shipping.	2	4,488.00	8,976.00

TOTAL

\$56,831.50

Attachment: Invoice for Holiday Designs 8-2023 (2023-427 : Resolution Authorizing Payment to Holiday Designs for the Installation of Holiday





Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-428

The Boys & Girls Club of Monmouth will receive \$142,000 for public facility upgrades with Community Development Block Grant (CDBG) funding.



RESOLUTION NO. 2023-428

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

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

WHEREAS, the Boys & Girls Club of Monmouth, located at 1201 Monroe Avenue, Asbury Park, is a non-profit agency that applied for Fiscal Year 2023 CDBG Funds, and the City of Asbury Park has agreed to provide funding for the public facility upgrades; and

WHEREAS the Boys & Girls Club of Monmouth served 577 youth members this year in Asbury Park. They provide a structured environment, acceptance, compassion, safety and the solutions to grow and survive the difficult and often dangerous environments in which our youth live. The Boys & Girls Club of Monmouth's goal is when school is out, no kids are unsafe or unguided.

WHEREAS, the Boys & Girls Club of Monmouth is in need of facility upgrades for the swimming pool and swimming pool deck area.

WHEREAS, the City of Asbury Park received pricing from Todd Harris, Co., Garden State Sundeck and Amore Homes LLC. facility upgrades will include the following:

- Complete removal with disposal off property of existing tiled pool deck
- Supply and install concrete around the perimeter of the swimming pool
- New bonding and grounding around perimeter of swimming pool
- Supply and install new Mosaic tile
- Supply and install water line tile around the perimeter of swimming pool

WHEREAS, the Boys & Girls Club of Monmouth will receive a portion of funding for the project in the amount of \$142,000 for public facility upgrades with Community Development Block Grant (CDBG) funding, which will aid in the increase capacity and enhance the quality of services; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account T-17-82-850-850-006 of the official budget to which the reimbursement will be officially charged; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the payment of \$142,000 for public facility upgrades to the Boys & Girls Club of Monmouth with Community Development Block Grant funds.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-428 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK

COMPANY	SCOPE OF WORK	PRICE	RECOMMENDATION
Todd Harris	Complete tile demolition and replace with concrete Replace all pool, diving and deck fixtures Bonding and grounding around pool perimeter	\$150,000	Yes, I recommend this service. It is comprehensive and would result in a brand new pool deck complete with fixtures
Sundeck	Remove loose tile and patch areas Administer a bonding agent Application of a three dimensional texture coat The surface of the pool will look as if it has a cement surface No demolition, just preparing the deck for the topcoat No bonding and grounding around the pool	\$45,500	Affordable option which will satisfy the aesthetic value
Amore Homes	Demo existing floor Prep concrete slab to replace with tile Does not recommend complete demo because there may be structural issues Recommends assessment by engineer prior to work Price does not include cement or tile No bonding and grounding around pool	\$90,146	I do not recommend. Too many hidden costs

Todd Harris Co., Inc.

P.O. BOX 682 - EDISON, NJ 08818-0682
 OFFICES & SHOWROOM
 CORNER OF TALMADGE RD. & #2 SUTTON PL.
 EDISON, NEW JERSEY 08817
 HIC License #13VH00893600
 www.ToddHarris.com

Proposal

Proposal Date	Proposal #
3/16/2023	EST100091

Bill To:

BOYS & GIRLS CLUB- MONMOUTH
 1201 MONROE AVENUE
 ASBURY PARK, NJ 07712

P: (347) 951-3317 JAKE
 F: (732) 775-4065

Job Site / Additional Info:

BOYS & GIRLS CLUB- MONMOUTH
 1201 MONROE AVENUE
 ASBURY PARK, NJ 07712

F: (732) 775-4065 P: (347) 951-3317 JAKE
 Email: jake@bgcmonmouth.org

Specifications and estimates for:

Indoor Pool Renovation Services as follows:
 Pool: 41' x 75' = 3,075 Sq., 3'-10', Total Sq. 5,000.
 Coping: 350 Sq. 1" x 1" Tiled w/bullnose on Front and back.
 Waterline tile approximately 12" wide, 232 linear.
 Deck: 2,270 Sq.

150,000.00

- Complete removal with disposal off property existing tiled pool deck, Fifteen (15") inch wide tiled coping with double bullnose, Twelve (12") inch wide water line tile. Remove Six (6) Dive stands and replace only Twelve (12) Anchor sockets, remove Four (4) ladders and replace Eight (8) Anchor sockets and remove Two (2) Stanchion posts and replace only Two (2) anchor sockets.
- Supply and install 3,500 PSI Concrete around perimeter of pool, 6" thick, 3,500 PSI with 1/2" rebar reinforcement.
- Supply and install All new Bronze anchors for all existing ladders, dive stands, fill spout, and All Stanchion posts. Includes all new Bonding and Grounding around perimeter of pool.

Payment to be made as follows: 60% Dep. 40% Comp.

Subtotal	150,000.00
Tax	0.00
Total	150,000.00

Payment type: Credit Card ☐ Check #
 Card Type: Visa ☐ MasterCard ☐ AMEX ☐ Discover ☐
 Name on card: _____
 Card# _____
 Exp: _____ CVV: _____

* Payment information required only if a deposit is needed in terms listed above.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature:

Benjamin Applebaum
 By signing below you agree to be legally bound by this contract, including all terms and conditions on the reverse or following page(s).

Note: This proposal may be withdrawn by us if not accepted within 45 days.

Print: _____

Signature: _____

Date of Acceptance: _____

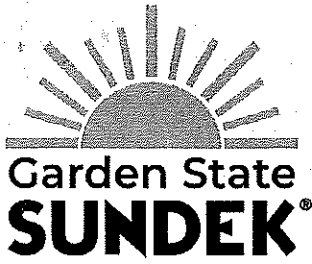
Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Additional labor and material charges may apply.

Proposal

Proposal Date	Proposal #
3/16/2023	EST100091

Specifications and estimates for:	
• Supply and install new 2" x 2" Mosaic tile (15") wide over coping wall, includes Depth markers. • Supply and install new Twelve (12") inch wide water line tile around perimeter of pool, includes DOH required 6" x 6" smooth depth markers with "NO DIVING" logos. *PRICING IS VALID FOR 30 DAYS. Please review this proposal and if you have any questions, feel free to contact Jimmy Samayoa at 732-287-4443 x147. Subtotal:	



Proposal

Garden State SUNDEK
Date 5/22/2023

17 Smith Street, Sayreville, NJ 08872

Phone: 908-839-6479 tom.elko@gardenstatesundek.com, dan.boreman@gardenstatesundek.com

Quotation For

Boys and Girls Club, Monmouth County

1201 Monroe Ave

Asbury Park, NJ

Quotation valid until: 5/22/2024

Prepared by: Tom Elko

Comments or Special Instructions

Proposal for indoor pool area, including up to area of entry doors from main hallway, and locker room. (not including area/hallway to the locker rooms). Area does not include tile at edge of pool, or the @12" coping edge. Area does include floor area in seating area level to pool level floor, but not the two higher tiers. (can be added)

Description	Sq footage		Amount
Prep work, scratch current tile floor with machine, bond with bonding agent, remove loose tile and patch area of loose tile and protect all exposed areas.	2800		\$ 14,700.00
Application of; thin coat of SUNDEK Chemical additive, 100% coverage of SUNDEK base coat, Apply three dimensional texture coat with compressor and hopper gun. Apply two coats of SUNDEK signature color. Touch up and clean up all debris and remove	2800		\$ 30,800.00
Total			\$ 45,500.00

If you have any questions concerning this quotation, please contact:

Tom Elko 908-839-6479



5/4/23

Client: YMCA Asbury Park

Address: 1201 Asbury Ave Asbury NJ 07712

Contact: Daniel Rivera

Phone: 862-215-0494

Email: Daniel@bgcmonmouth.org

Project: Pool Deck Demo, and Replacement of Tile Flooring

Dear Client,

Listed below is our proposal to demo/prep concrete surface to receive new floor sheet tile **From the existing 2x2" Blue Tile Coping throughout, not including the 2"x2" Blue tile coping.** Thank you for the opportunity to bid on your project. AMORE HOMES LLC is looking forward to working together with you on this project and future projects. If you have any questions regarding this proposal please feel free to contact us.

Thank You,

Robert Demetrio



C.E.O: Robert Demetrio 917-370-9454

C.O.O: Mario Cardaci 347-563-7739



H.I.C #13VH10483300

Scope Of Work:

Demo existing floor tile, scarify existing surface, light preparation on existing concrete slab, The estimated work is considered from the existing 2"x2" Blue coping tile throughout the pool room. In the event the existing concrete is not structurally stable and needs replacing, a change order would be provided for approval. This estimate does not include any/all engineering, filing with any respective agencies, shop drawings, plumbing, electrical. Etc. The concrete surface and loose tile at coping is to be estimated separately from the estimate provided below. We recommend that the pool conditions be asessed by a third party professional and provide directions to mediate. If you are interested we can recommend an engineering firm to do so. Please advise

Total Estimated Cost: \$90,146.00

Client: X Date: _____

General Contractor: X Date: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-429

Resolution approving change order 6 for Memorial Drive Improvements Project in the amount of \$0.00



RESOLUTION NO. 2023-429

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

RESOLUTION APPROVING CHANGE ORDER 6 FOR MEMORIAL DRIVE IMPROVEMENTS PROJECT

WHEREAS, the City Council of Asbury Park awarded a contract to Lucas Brothers Inc. on November 22, 2022 for Memorial Drive Improvements Project via Resolution #2022-464; and

WHEREAS, the original contract amount approved by the City Council was in the sum of three million eight hundred twenty-one thousand eight hundred twenty-one dollars (\$3,821,821.00); and

WHEREAS, the City had approved via Resolution 2023-173 Change Order #1 and had no change to the contract amount of \$3,821.821.00; and

WHEREAS, the City had approved via Resolution 2023-306 Change Order #2 and had no change to the contract amount of \$3,821.821.00; and

WHEREAS, the City had approved via Resolution 2023-306 Change Order #3 and had no change to the contract amount of \$3,821.821.00; and

WHEREAS, the City had approved via Resolution 2023-351 Change Order #4 and had no change to the contract amount of \$3,821.821.00; and

WHEREAS, the City had approved via Resolution 2023-385 Change Order #5 and had no change to the contract amount of \$3,821.821.00; and

WHEREAS, Change Order # 6 reflects additions and reductions resulting in a zero (\$0.00) dollar net change to the contract; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-09-17-906-000-902 and C-09-17-906-000-903 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Mayor and State of New Jersey that Change Order 6 shall not exceed zero dollars and zero cents (\$0.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 6 on behalf of the Governing Body.

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-429 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK

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

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00772

CHANGE ORDER NO. 6

DATE: September 1, 2023
PROJECT: Memorial Drive Improvements
OWNER: City of Asbury Park
CONTRACTOR: Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

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

EXTRA:

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

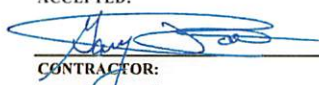
SUPPLEMENTARY:

S-10 Manhole Reconstruction - Reset New Castings, Block and Mortar

APPROVAL RECOMMENDED:


JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

ACCEPTED:


CONTRACTOR:
Lucas Brothers, Inc.

OWNER'S APPROVALS:

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$7,030.00
B. TOTAL EXTRAS THIS C.O.	\$4,030.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$3,000.00	XXXXXXXXXX
TOTALS THIS C.O.	\$7,030.00	\$7,030.00
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$329,313.56	\$329,313.56
TOTAL CHANGE ORDERS TO DATE	\$336,343.56	\$336,343.56
NET CHANGE IN CONTRACT	\$0.00	\$0.00

ORIGINAL CONTRACT BID PRICE		\$3,821,821.00
CHANGE ORDERS TO DATE	0.00%	\$0.00
REVISED CONTRACT PRICE		\$3,821,821.00

Attachment: MEMORIAL DRIVE CHANGE ORDER 6 (2023-429 : Change Order #6 for Memorial Drive Improvement Project)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-430

Resolution authorizing a contract with Rescue Products International for Fire Department training. The cost of the Structural Collapse Operations Shoring Program is \$6,995.00 utilizing O&E funds.



RESOLUTION NO. 2023-430

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

RESOLUTION AUTHORIZING A CONTRACT WITH RESCUE PRODUCTS INTERNATIONAL INC. FOR FIRE DEPARTMENT TRAINING

WHEREAS, the City has a need for Structural Collapse Operations Shoring training;
and

WHEREAS, the City has solicited and obtained two quotes from the Rescue Products International, Inc. and Central Jersey Compliance Company; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for Structural Collapse Operations Shoring training to Rescue Products & International Inc. in an amount of \$6,995.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 3-01-25-265-000-222; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards a contract for Structural Collapse Operations Shoring training for the Fire Department to Rescue Products & International Inc. in the amount of \$6,995.00; and

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-430 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



Rescue Products International, Inc.



To: Chief Chris Barkalow

Asbury Park Fire Department

800 Main Street Asbury Park, New Jersey 07712

From: Scott D. Warner Lead Instructor

Date: July 27, 2023

Subject: Emergency Shoring Price Quote and Course Description

Chief Barkalow,

Thank you for contacting us and requesting a training quote for our Structural Collapse Operations Shoring Program. Our Program will run 24 hours with a lecture followed by the hands-on portion. Below is our course description and I have listed some of the shores we will cover and review.

Structural Collapse Rescue –Shoring (24 Hours)

Description: This program will give the student the opportunity to review the procedures for constructing the most common types of shoring systems as presented in the Structural Collapse Operations Level program. In addition, recent changes in the FEMA structural collapse technician shoring program will be introduced and practiced. The use of Paratech struts for initial shoring will also be reviewed. (T-Spot, Window, Door, Double T, 3 Post Dead Shore, 45 Degree Raker, 60 Degree Raker split sole and Lace Post)

PPE Requirements: Technical Rescue

Class size: 24 Maximum



Rescue Products International, Inc.



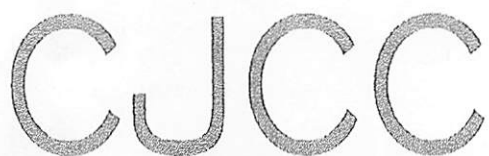
Rescue Products International will supply the following:

- Two instructors for the 1st Day of the lecture and a total of 4 instructors for all the hands-on portion of the program.
- Shoring guidebook
- Certificate upon completion
- Assortment of tools to assist with the class.

RPI will include a list of lumber and materials for the training supplied by Asbury Park Fire Department upon approval of training.

The Asbury Park Fire Department would be responsible for supplying a classroom setting for the Power Point Presentation. As well as a suitable training site to conduct this hands-on type of training. Asbury Park Fire Department will be responsible for the disposal of all material from the training.

The cost of this training program is: \$6995.00



CENTRAL JERSEY COMPLIANCE COMPANY

ESTIMATE

Central Jersey Compliance Company
80 West Main Street
Freehold, NJ 07728
United States

www.centraljerseycompliance.com

BILL TO
Asbury Park Fire Department
Chris Barkalow

c.barkalow@manasquanfire.org

Estimate Number: 37
Estimate Date: July 31, 2023
Expires On: July 31, 2023
Grand Total (USD): \$8,500.00

Items	Quantity	Price	Amount
Training Technical Rescue - Shoring Operations	1	\$8,500.00	\$8,500.00
Total:			\$8,500.00
Grand Total (USD) :			\$8,500.00

Attachment: STRUCTURAL COLLAPSE OPERATIONS SHORING PROGRAM (2023-430 : Authoring a contract with Rescue Products



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-431

Community Affairs Resource Center will receive funding in the amount of \$35,000 to provide rental and utility assistance to residents facing homelessness.



RESOLUTION NO. 2023-431

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

RESOLUTION AUTHORIZING FUNDING TO COMMUNITY AFFAIRS RESOURCE CENTER FOR THE ADMINISTERING OF RENTAL & UTILITY ASSISTANCE THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

WHEREAS, the City of Asbury Park has agreed to provide funding to Community Affairs Resource Center, located at 913 Sewall Avenue; and

WHEREAS, Community Affairs Resource Center will administer the City's Rental and Utility Assistance Program funded by Community Development Block Grant (CDBG) funds to qualified residents of Asbury Park; and

WHEREAS, Community Affairs Resource Center will receive funding in the amount of \$35,000 to provide rental and utility assistance to residents facing homelessness; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account T-17-82-850-850-002 of the official budget to which the funding will be charged.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the payment of \$35,000 for rental and utility assistance to be administered by Community Affairs Resource Center.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-431 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



Community Affairs & Resource Center
913 Sewall Avenue
Asbury Park, NJ 07712

INVOICE

INVOICE #2308
DATE: AUGUST 29, 2023

TO:

Cassandra Dickerson
Office of the City Manager & Mayor
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

cassandra.dickerson@cityofasburypark.com

INVOICE

DESCRIPTION	AMOUNT
For rental and utility assistance to be provided to residents of Asbury Park TIN #: 222-33-3658 <i>Payment must be received in 30 days</i>	\$ 35,000.00
Total Due: Made payable to: Community Affairs & Resource Center	\$ 35,000.00

Attachment: Invoice for Community Affairs Resource Center 8-2023 (2023-431 : Resolution Authorizing Funding to Community Affairs



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-432

Award of a contract to Millennium Communications in the amount of \$55,104.97 for installation of Security Cameras.



RESOLUTION NO. 2023-432

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

RESOLUTION AWARDING A CONTRACT TO MILLENIUM COMMUNICATIONS GROUP FOR SECURITY CAMERAS IN VARIOUS LOCATIONS WITHIN ASBURY PARK

WHEREAS, THE City of Asbury Park received pricing from Millennium Communications Group for the installation of security cameras in designated areas of Asbury Park; and

WHEREAS, price of the project is \$55,104.97 and is attached to this Resolution; and

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

WHEREAS, this project shall be paid for with Community Development Block Grant (CDBG) funds; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Accounts

T-17-82-850-850-004 of the official budget to which the contract will be officially charged; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City") in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications in the amount of \$55,104.97 for installation of Security Cameras.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-432 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS DAY OF , .

LISA ESPOSITO
CITY CLERK



One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP
Cisco / NASPO NJ-21-TELE-01506
Extreme / NASPO NJ-21-TELE-01518
Federal GSA Schedule 70: #GS-35F-0220R

NJ State Wiring Services Contract #88740 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers
TIPS: The Interlocal Purchasing System Contract #'s 191003, 200105, 200203

Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01

Mattison Ave & Langford Street.

Genetec Camera Licensing & Genetec Advantage

- (1) Camera connection
- (1) Genetec advantage connection

Outdoor 360 (15 MP multidirectional camera with IR for 360° coverage) HD Dome Camera

- (1) P3719-PLE Network Camera is a compact 15-megapixel camera with four varifocal lenses enabling overview and detailed surveillance. With one IP address and one network cable, the four-camera-in-one unit provides a flexible, cost-effective solution for multidirectional surveillance. 360° IR illumination, Forensic WDR and Lightfinder technology provides excellent video quality in any light conditions. Each camera head can be individually positioned (pan, tilt, roll and twist) along a circular track. Remote zoom and focus makes it easy to install and the clear cover, with no sharp edges, ensures undistorted views in all directions. The camera comes with an integrated weathershield..
- (1) AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3719-PLE
- (1) Wall Bracket. For use with AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit.
- (1) AXIS T91B47 Pole Mount for indoor and outdoor installations



Millennium Secure City Surveillance Enclosure:

- (1) **Standard Enclosure** Solution: Poly-carb Enclosure 12x8x6, 480w 48v PSU, AC breaker, Dual 48v Fans with thermostat, Back plate with 90 degree din rail mount for PoE, AC power bulkhead, AC power cord, PRO Paint UV Protect enclosure and pole mount
- (1) Etherwan Industrial PoE Switch managed industrial PoE++ or approved equal
- (1) Electrical Disconnect, Breaker, 20ft ¾ PVC or 20ft ¾ Liquid tight, Ground Rod, 20ft 6awg Ground Cable, Weather head and associated mounting hardware. Power will be tied into the secondary power by the local power company.
- Note: Secure City Enclosure will be installed on existing JCP&L poles
- Note: All 110 / 240 power to be completed by others



Network Construction:

- Furnish and Install utility pole hardware
- Furnish and Install 1,600' of 6 count fiber optic cable, 800 ft of new strand & (1) new splice enclosure
- Furnish and Install slack coils at various locations
- Overlash/Lash all new fiber install to existing strand or new strand

Network Splicing:

- Terminate new fiber cable at new camera enclosure location
- Splice fiber cable according to new splicing diagram per specific location
- Fiber Testing & Network Documentaion

Mattison Ave & Langford St Street:

\$27,873.91



One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP
Cisco / NASPO NJ-21-TELE-01506
Extreme / NASPO NJ-21-TELE-01518
Federal GSA Schedule 70: #GS-35F-0220R

NJ State Wiring Services Contract #88740 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers

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

Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01

Sewell Ave & Comstock Street

Genetec Camera Licensing & Genetec Advantage

- (1) Camera connection
- (1) Genetec advantage connection

Outdoor 360 (15 MP multidirectional camera with IR for 360° coverage) HD Dome Camera

- (1) P3719-PLE Network Camera is a compact 15-megapixel camera with four varifocal lenses enabling overview and detailed surveillance. With one IP address and one network cable, the four-camera-in-one unit provides a flexible, cost-effective solution for multidirectional surveillance. 360° IR illumination, Forensic WDR and Lightfinder technology provides excellent video quality in any light conditions. Each camera head can be individually positioned (pan, tilt, roll and twist) along a circular track. Remote zoom and focus makes it easy to install and the clear cover, with no sharp edges, ensures undistorted views in all directions. The camera comes with an integrated weathershield.
- (1) AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3719-PLE
- (1) Wall Bracket. For use with AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit.
- (1) AXIS T91B47 Pole Mount for indoor and outdoor installations



Millennium Secure City Surveillance Enclosure:

- (1) **Standard Enclosure** Solution: Poly-carb Enclosure 12x8x6, 480w 48v PSU, AC breaker, Dual 48v Fans with thermostat, Back plate with 90 degree din rail mount for PoE, AC power bulkhead, AC power cord, PRO Paint UV Protect enclosure and pole mount
- (1) Etherwan Industrial PoE Switch managed industrial PoE++ or approved equal
- (1) Electrical Disconnect, Breaker, 20ft ¾ PVC or 20ft ¾ Liquid tight, Ground Rod, 20ft 6awg Ground Cable, Weather head and associated mounting hardware. Power will be tied into the secondary power by the local power company.
- Note: Secure City Enclosure will be installed on existing JCP&L poles
- **Note: All 110 / 240 power to be completed by others**



Network Construction:

- Furnish and Install utility pole hardware
- Furnish and Install 800' of 6 count fiber optic cable, 600 ft of new strand & (1) new splice enclosure
- Furnish and Install slack coils at various locations on new WAN build
- Overlash/Lash all new fiber install to existing strand or new strand

Network Splicing:

- Terminate new fiber cable at new camera enclosure location
- Splice fiber cable according to new splicing diagram per specific location
- Fiber Testing & Network Documentation

Sewell Ave & Comstock Street:

\$27,231.06



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-433

Resolution authorizing an agreement for 2023 Fire Department apparatus and equipment testing in the amount of \$7,006.80 utilizing O&E funds.



RESOLUTION NO. 2023-433

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

RESOLUTION AUTHORIZING AN AGREEMENT 2023 FIRE DEPARTMENT APPARATUS AND EQUIPMENT TESTING

WHEREAS, the Fire Department is in need of apparatus and equipment testing for 2023;
and

WHEREAS, the City has obtained a quote from IIA Fire Department Testing and
Mistras Asset Protection Solutions; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to IIA Fire
Department Testing in the amount of \$7,006.80; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the
following accounts 3-01-25-265-000-262. 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 Fire
Department apparatus and equipment testing for 2023 in the amount of \$7,006.80 and a copy of
this Resolution shall be provided to the City Manager, CFO, Chief of Fire and Director of
Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New
Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION
NO. 2023-433 which was finally adopted by the City Council at a meeting held on the 13th day
of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



IIA Fire Department Testing
16140 N Arrowhead Fountains Center, Ste 108
Peoria AZ 85382

Phone: (732) 294-7904
Fax: (732) 339-3413
fdtsales@industrial-ia.com

Bill To:
Asbury Park Fire Department
800 Main St
Asbury Park, NJ 07712-5987
Captain Christopher Barkalow

Ship To:
Asbury Park Fire Department
800 Main Street
Asbury Park, NJ 07712

Quote Number: 00078113
Quote Date: 01/01/2023
Expiration Date: 12/31/2023
P.O. Number:

Contact:
Christopher Barkalow
Captain
Phone: (732) 775-6300
Mobile: (732) 904-3174
Email: christopher.barkalow@cityofasburypark.com

QUOTE

Customer will be charged, and final price adjusted based upon the actual equipment quantity/lengths being tested

****A 3.5% transaction fee will be applied for any credit card transaction over \$1000.00****

Description	Quantity	Rate	Total Amount
Annual Aerial Test Annual aerial ladder testing as per NFPA 1911 (Non NDT) (Heat Sensors separate line item if required)	2	\$800.00	\$1,600.00
Ground Ladder per ladder Test Annual ground ladder testing as per NFPA 1932-2015 (Heat Sensors are a separate line item if required)	436	\$2.50	\$1,090.00
Fire Hose less <= 5 in Test Annual fire hose testing as per NFPA 1962	12,555	\$0.26	\$3,264.30
Heat Sensor Label Heat sensor for ground/aerial ladder	1	\$2.50	\$2.50

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.

Description	Quantity	Rate	Total Amount
	TOTAL		\$5,956.80

To Schedule Service, Sign Below and Return to Fail Safe Promptly via Fax, Mail, or Email

Signature:	Title:	Date:
-------------------	---------------	--------------

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.



300 Craig Road, Suite 209, Manalapan NJ, 07726

Phone: (732) 294-7904 Fax: (732) 339-3413

fdtsales@industrial-ia.com www.industrial-ia.com

Fire Hose & Appliance/Nozzle Testing

Customer will be responsible to secure water supply and will bear any associated cost.

Customer will be responsible to have a driver available on day of testing.

Customer will be responsible to provide a flat, clean, paved testing area ~300ft x 40ft.

Customer will be responsible to provide a pump and operator for nozzle testing.

Job Description:

- Test all hose, appliance, and nozzles (charged separately) to NFPA 1962 (hose 1987 and older and LDH hose without locks will be tested unless otherwise requested by the customer. Not responsible for general maintenance such as coupling tightening)
- Provide complete computerized report
- Unpack and repack all hose beds/racks
- Ink stenciled number system on each length or item
- Replace gaskets as needed
- Yearly color code provided one each length or item
- Apparatus inventory report
- Tag all failures out of service

Ground Ladder & Aerial Testing

Customer will be responsible to secure water supply for horizontal bend test and bear any cost.

Customer will be responsible to have a driver available on day of testing.

Job Description:

- Test all ground ladders to NFPA 1932. Test all aerials to NFPA 1911
- 5 year aerial test includes all NDT tests as specified by NFPA 1914
- Provide complete computerized report
- Return all ground ladders to apparatus or firehouse
- Place identification number/inspection sticker on each ground ladder/aerial tested
- Yearly color code provided on each ground ladder tested
- Tag all failures out of service
- Apply customer or IIA Fire Department Testing supplied heat sensor labels. Heat sensor labels provided by IIA Fire Department Testing will be charged to customer at \$2.50 each

Pump Testing

Customer will be responsible to provide a flat level surface and a means to fill a drafting tank.

Customer will be responsible to have a driver available on day of testing.

Job Description:

- Test all fire pumps to NFPA 1911
- Provide complete computerized report
- Place inspection sticker on each pump tested

****All job are subject to additional cancellation fee without 48hrs advance notice****

****All retest requests due to failure or out of service equipment will incur additional costs****

*****Any wait time greater than 15 minutes will incur additional costs*****

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.

Industrial Inspection & Analysis (IIA) Companies' Standard Terms & Conditions

Scope. Company agrees to perform the services as described in the enclosed proposal which incorporates these standard terms and conditions (the "Services"). Unless the parties agree in writing, the duties of Company shall not exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by the Customer, shall constitute a binding agreement on both parties (the "Agreement").

Compensation. Unless Company and Customer agree otherwise in writing, Customer agrees to pay all undisputed invoice amount(s) thirty (30) days after receipt of the invoice. Quoted prices will expire 60 days after the quote.

Warranty.

- (a) Company warrants that it will provide the Services in accordance with accepted professional practices at the time of performance, but Company makes no guaranties or warranties in connection with the supervision, performance or technical direction of work performed by the Customer or others. If Company receives written notice of breach of this warranty within one year after performance of the Services in question, Company shall arrange for the re-performance of such services. SUCH REPERFORMANCE SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY UNDER THIS PROPOSAL.
- (b) Company shall have no obligation for breach of warranty (i) if the Customer fails to utilize the Services in accordance with (A) generally approved, industry practices, (B) the provisions set forth in this document, or (C) the provisions of any instructions furnished to the Customer; (ii) if the Customer fails to notify Company in writing as soon as any alleged breach of warranty becomes apparent; or (iii) unless, within a reasonable time after Customer gives notice of a breach of warranty, Company gains unobstructed access to the location in question, in such a way as to permit it to perform its warranty obligations during its normal business hours.
- (c) THE EXPRESS WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. THE CUSTOMER'S EXCLUSIVE REMEDIES ARE COMPANY'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE GOODS OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED IN THIS PROVISION.

Cancellation by Customer. A contract may be cancelled by Customer only upon written notice to the Company and payment of reasonable expenses already incurred or committed to prior to the receipt of notice of termination.

Force Majeure. Company shall not be liable for its failure to perform hereunder or for any loss or damage to any failure or delay from any cause beyond the reasonable control of Company. This includes, but is not limited to: war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the contract.

Indemnification. Customer agrees to indemnify, defend, and hold harmless Company from and against any claims, damages, losses, and costs, including, but not limited to, attorneys' fees and litigation costs, to the extent relating in any way to the products and work referred to in this document and arising out of or alleged to arise out of or result from:

- (a) the breach of this Agreement, negligence, or willful misconduct of Customer in connection with the work described in this Agreement;
- (b) violation of intellectual property rights of Customer and any third party; or
- (c) injury of persons or damage to property except to the extent such damage or injury is caused by and would not have occurred but for Company's failure to perform the Services in accordance with accepted professional practices at the time of performance.

Subcontracts. Company shall be entitled, in its discretion, to subcontract any portion of work to be performed under this agreement, with the exception of any work which will be accredited to either ISO/IEC 17025 or ISO/IEC 17065, wherein the customer's approval is required prior to subcontracting.

Assignment. This Agreement may not be assigned or transferred by either party, except to a parent, subsidiary, or affiliate thereof, without the prior written consent of the other party, which consent must not be unreasonably withheld. Company shall have the ability to transfer this Agreement or any Work Order to and among its affiliates without the consent of the Customer, with the exception of any work which will be accredited to either ISO/IEC 17025 or ISO/IEC 17065, wherein the customer's approval would be required prior to assignment. An upper-tier transfer, sale, merger, or consolidation shall not trigger any transfer or assignment restriction in this Agreement.

Work Product. Company and Customer acknowledge that Company's work product submitted in performance of this Agreement is intended only for the scope of work covered by this Agreement. Change, alteration, or reuse of the work product for another project shall be at Customer's sole risk, and Customer shall hold harmless and indemnify Company against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

No Benefit for Non-Parties. The services to be performed by Company are intended solely for the benefit of Customer and no right or benefit is conferred on, nor is any contractual relationship established, with any person not a party to this Agreement.

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.



Customer Information Form

Please scan back to fdtsales@industrial-ia.com or fax back to (732) 339-3413

Fire Department

Fire Department: Asbury Park Fire Department

FH Physical Address: 800 Main street Asbury Park NJ 07712

FH Phone:

FH Fax:

FH Door Code:

Main Contact

Name: Christopher Barkalow

Title: Captain

Cell: (732) 904-3174

Home:

Work:

Email: christopher.barkalow@cityofasburypark.com

Invoicing and Mailing

Attention report to: Christopher Barkalow

Title: Captain

Yes, please email the report to: christopher.barkalow@cityofasburypark.com

Yes, please mail the report to: 800 Main Street, Asbury Park, NJ 07712

Attention invoice to: Captain Christopher Barkalow

Title: Captain

Yes, please email the invoice to: christopher.barkalow@cityofasburypark.com

Yes, please mail the invoice to: 800 Main St, Asbury Park, NJ 07712-5987

Purchase Order # (if available):

Will you have new hose this year?

What is the estimated footage?

Will you have any new apparatus this year?

How many?

Will you be interested in testing the following?

Ground Ladders?

Hard Suction Hoses?

Appliances?

Nozzles?

Pumps (available in select areas)

Comments/Special Requests:

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing.



IIA Fire Department Testing
16140 N Arrowhead Fountains Center, Ste 108
Peoria AZ 85382

Phone: (732) 294-7904
Fax: (732) 339-3413
fdtsales@industrial-ia.com

Bill To:

Asbury Park Fire Department
800 Main St
Asbury Park, NJ 07712-5987
Captain Christopher Barkalow

Quote Number: 00078112
Quote Date: 01/01/2023
Expiration Date: 12/31/2023
P.O. Number:

Contact:

Christopher Barkalow
Captain
Phone: (732) 775-6300
Mobile: (732) 904-3174
Email: christopher.barkalow@cityofasburypark.com

Ship To:

Asbury Park Fire Department
800 Main Street
Asbury Park, NJ 07712

QUOTE

Customer will be charged, and final price adjusted based upon the actual equipment quantity/lengths being tested

****A 3.5% transaction fee will be applied for any credit card transaction over \$1000.00****

Description	Quantity	Rate	Total Amount
Fire Pump Test <= 1500 GPM Annual fire pump performance testing as per NFPA 1911 (less than or equal to 1500 GPM)	3	\$350.00	\$1,050.00
TOTAL			\$1,050.00

To Schedule Service, Sign Below and Return to Fail Safe Promptly via Fax, Mail, or Email

Signature:	Title:	Date:
------------	--------	-------

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.



300 Craig Road, Suite 209, Manalapan NJ, 07726
 Phone: (732) 294-7904 Fax: (732) 339-3413
 fdt sales@industrial-ia.com www.industrial-ia.com

Fire Hose & Appliance/Nozzle Testing

Customer will be responsible to secure water supply and will bear any associated cost.

Customer will be responsible to have a driver available on day of testing.

Customer will be responsible to provide a flat, clean, paved testing area ~300ft x 40ft.

Customer will be responsible to provide a pump and operator for nozzle testing.

Job Description:

- Test all hose, appliance, and nozzles (charged separately) to NFPA 1962 (hose 1987 and older and LDH hose without locks will be tested unless otherwise requested by the customer. Not responsible for general maintenance such as coupling tightening)
- Provide complete computerized report
- Unpack and repack all hose beds/racks
- Ink stenciled number system on each length or item
- Replace gaskets as needed
- Yearly color code provided one each length or item
- Apparatus inventory report
- Tag all failures out of service

Ground Ladder & Aerial Testing

Customer will be responsible to secure water supply for horizontal bend test and bear any cost.

Customer will be responsible to have a driver available on day of testing.

Job Description:

- Test all ground ladders to NFPA 1932. Test all aerials to NFPA 1911
- 5 year aerial test includes all NDT tests as specified by NFPA 1914
- Provide complete computerized report
- Return all ground ladders to apparatus or firehouse
- Place identification number/inspection sticker on each ground ladder/aerial tested
- Yearly color code provided on each ground ladder tested
- Tag all failures out of service
- Apply customer or IIA Fire Department Testing supplied heat sensor labels. Heat sensor labels provided by IIA Fire Department Testing will be charged to customer at \$2.50 each

Pump Testing

Customer will be responsible to provide a flat level surface and a means to fill a drafting tank.

Customer will be responsible to have a driver available on day of testing.

Job Description:

- Test all fire pumps to NFPA 1911
- Provide complete computerized report
- Place inspection sticker on each pump tested

****All job are subject to additional cancellation fee without 48hrs advance notice****

****All retest requests due to failure or out of service equipment will incur additional costs****

*****Any wait time greater than 15 minutes will incur additional costs*****

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.

Industrial Inspection & Analysis (IIA) Companies' Standard Terms & Conditions

Scope. Company agrees to perform the services as described in the enclosed proposal which incorporates these standard terms and conditions (the "Services"). Unless the parties agree in writing, the duties of Company shall not exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by the Customer, shall constitute a binding agreement on both parties (the "Agreement").

Compensation. Unless Company and Customer agree otherwise in writing, Customer agrees to pay all undisputed invoice amount(s) thirty (30) days after receipt of the invoice. Quoted prices will expire 60 days after the quote.

Warranty.

- (a) Company warrants that it will provide the Services in accordance with accepted professional practices at the time of performance, but Company makes no guaranties or warranties in connection with the supervision, performance or technical direction of work performed by the Customer or others. If Company receives written notice of breach of this warranty within one year after performance of the Services in question, Company shall arrange for the re-performance of such services. SUCH REPERFORMANCE SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY UNDER THIS PROPOSAL.
- (b) Company shall have no obligation for breach of warranty (i) if the Customer fails to utilize the Services in accordance with (A) generally approved, industry practices, (B) the provisions set forth in this document, or (C) the provisions of any instructions furnished to the Customer; (ii) if the Customer fails to notify Company in writing as soon as any alleged breach of warranty becomes apparent; or (iii) unless, within a reasonable time after Customer gives notice of a breach of warranty, Company gains unobstructed access to the location in question, in such a way as to permit it to perform its warranty obligations during its normal business hours.
- (c) THE EXPRESS WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. THE CUSTOMER'S EXCLUSIVE REMEDIES ARE COMPANY'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE GOODS OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED IN THIS PROVISION.

Cancellation by Customer. A contract may be cancelled by Customer only upon written notice to the Company and payment of reasonable expenses already incurred or committed to prior to the receipt of notice of termination.

Force Majeure. Company shall not be liable for its failure to perform hereunder or for any loss or damage to any failure or delay from any cause beyond the reasonable control of Company. This includes, but is not limited to: war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the contract.

Indemnification. Customer agrees to indemnify, defend, and hold harmless Company from and against any claims, damages, losses, and costs, including, but not limited to, attorneys' fees and litigation costs, to the extent relating in any way to the products and work referred to in this document and arising out of or alleged to arise out of or result from:

- (a) the breach of this Agreement, negligence, or willful misconduct of Customer in connection with the work described in this Agreement;
- (b) violation of intellectual property rights of Customer and any third party; or
- (c) injury of persons or damage to property except to the extent such damage or injury is caused by and would not have occurred but for Company's failure to perform the Services in accordance with accepted professional practices at the time of performance.

Subcontracts. Company shall be entitled, in its discretion, to subcontract any portion of work to be performed under this agreement, with the exception of any work which will be accredited to either ISO/IEC 17025 or ISO/IEC 17065, wherein the customer's approval is required prior to subcontracting.

Assignment. This Agreement may not be assigned or transferred by either party, except to a parent, subsidiary, or affiliate thereof, without the prior written consent of the other party, which consent must not be unreasonably withheld. Company shall have the ability to transfer this Agreement or any Work Order to and among its affiliates without the consent of the Customer, with the exception of any work which will be accredited to either ISO/IEC 17025 or ISO/IEC 17065, wherein the customer's approval would be required prior to assignment. An upper-tier transfer, sale, merger, or consolidation shall not trigger any transfer or assignment restriction in this Agreement.

Work Product. Company and Customer acknowledge that Company's work product submitted in performance of this Agreement is intended only for the scope of work covered by this Agreement. Change, alteration, or reuse of the work product for another project shall be at Customer's sole risk, and Customer shall hold harmless and indemnify Company against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

No Benefit for Non-Parties. The services to be performed by Company are intended solely for the benefit of Customer and no right or benefit is conferred on, nor is any contractual relationship established, with any person not a party to this Agreement.

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.



Customer Information Form

Please scan back to fdtsales@industrial-ia.com or fax back to (732) 339-3413

Fire Department

Fire Department: Asbury Park Fire Department

FH Physical Address: 800 Main street Asbury Park NJ 07712

FH Phone:

FH Fax:

FH Door Code:

Main Contact

Name: Christopher Barkalow

Title: Captain

Cell: (732) 904-3174

Home:

Work:

Email: christopher.barkalow@cityofasburypark.com

Invoicing and Mailing

Attention report to: Christopher Barkalow

Title: Captain

Yes, please email the report to: christopher.barkalow@cityofasburypark.com

Yes, please mail the report to: 800 Main Street, Asbury Park, NJ 07712

Attention invoice to: Captain Christopher Barkalow

Title: Captain

Yes, please email the invoice to: christopher.barkalow@cityofasburypark.com

Yes, please mail the invoice to: 800 Main St, Asbury Park, NJ 07712-5987

Purchase Order # (if available):

Will you have new hose this year?

What is the estimated footage?

Will you have any new apparatus this year?

How many?

Will you be interested in testing the following?

Ground Ladders?

Hard Suction Hoses?

Appliances?

Nozzles?

Pumps (available in select areas)

Comments/Special Requests:

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing.



MISTRAS

Services
Division

P: (740) 788-9188 • F: (740) 788-9189 | 1480 James Parkway • Heath, OH 43056 | www.mistrasgroup.com



Quote# 558P-2023-8-16-3

August 16, 2023

Battalion Chief Christopher Barkalow
City of Asbury Park Fire Department
800 Main Street
Asbury Park, NJ 07712

Subject: Mistras 2023 Fire Apparatus Test Quote

Dear Chief Barkalow:

Thank you for contacting the Mistras Group regarding Fire Apparatus testing for the Asbury Park FD for 2023. Mistras Group appreciates the opportunity to submit this quotation to you. Mistras Group is an ISO 17020 accredited organization for apparatus and equipment testing as called for in NFPA 1910.

For 2023, fire hose is tested for 29 cents per foot regardless of diameter, and includes all hose removed, tested using our hydrostatic test machines, labeled and re-packed on your apparatus. Station personnel are responsible to bring spare hose to the testing site and return to station once testing and re-rolling is complete. A detailed report is then prepared. All work follows NFPA hose standards including NFPA 1962, *Standard for the Care, Use, Inspection, Service Testing, and Replacement of Fire Hose, Couplings, Nozzles, and Fire Hose Appliances*, 2018 Edition. **1255' of Fire Hose will be tested.** - \$ 3,640.95
12,555'

Apparatus fire pumps are tested in your fire station parking lot using our portable pump test system for \$290 per pump test. Testing follows NFPA Standard 1910, *Standard for the Inspection, Maintenance, Refurbishment, Testing, and Retirement of In-Service Emergency Vehicles*, 2024 Edition, Chapter 22. Detailed reports are prepared with the results of all testing. ~~Three~~ 1500 GPM Pumps will be tested.

Ground ladders are tested for \$2.25 per foot and includes inspecting and testing per the manufacturer's instructions and NFPA 1932, *Standard on Use, Maintenance, and Service Testing of In-Service Fire Department Ground Ladders*, 2020 Edition. There may be an extra charge of \$2.50 per heat sensor if any are replaced. Any ladder over 24' in length, on the ladder rack or equipment in excess of 50 lbs. may require assistance from the department. **436' of Ground Ladders will be tested** ✓ 981

Aerial devices are tested for \$875 per device. Platform Aerial devices are tested for \$1000 per device. Aerial device testing follows NFPA Standard 1910, *Standard for the Inspection, Maintenance, Refurbishment, Testing, and Retirement of In-Service Emergency Vehicles*, 2024 Edition, Chapter 23. Detailed reports are prepared with the results of all testing. **Two Devices will be tested.** \$/ 1,750

Delays and/or stand-by time which causes time over and above the originally quoted job after personnel and equipment has arrived on site, not attributed to Mistras Group, may be invoiced for an additional charge. Partial inspections will also be billed at \$105.00/hr.

TOTAL - ~~7,341.95~~
7,241.95

Continued on page 2



P: (740) 788-9188 • F: (740) 788-9189 | 1480 James Parkway • Heath, OH 43056 | www.mistrasgroup.com

Battalion Chief Christopher Barkalow
City of Asbury Park Fire Department
August 16, 2023
Page 2

Upon acceptance of this quote please supply a purchase order with an invoice address. This will allow Mistras to complete the necessary paperwork for completing your work.

Thank you for giving the Mistras Group the opportunity to be of service to your fire department.

Sincerely,

Michael Ard

Operations Manager
Transportation Services Division
Mistras Group, Inc.
610-789-2188 (direct)

Customer Name: _____

Acceptance Signature: _____

Signature Date: _____



MISTRAS
Asset Protection Solutions

Services
Division



P: (740) 788-9188 • F: (740) 788-9189 | 1480 James Parkway • Heath, OH 43056 | www.mistrasgroup.com

TERMS and CONDITIONS

1. Purchase orders, change orders, verbal orders, letters of intent, verbal or written instructions to proceed etc., pertaining to written quotations or verbal offers for the supply of technical personnel, equipment, materials, and associated services are accepted by Mistras Inspection & Engineering Services, Inc. ("MG"), its officers, qualified representatives and employees, subject to MG's standard conditions as set forth herein. Any interim good-faith action by MG in support of any request by a purchaser must not be construed to imply MG's intention to accept or acceptance of any purchaser's standard terms and conditions of order/contract, or their modifications and revisions, where these depart from or exceed MG's standard conditions.
2. Purchaser must indicate the scope of work, including:
 - (i) As to inspection services, the method(s) of inspection (i.e., radiography, ultrasonic examination, magnetic particle examination, visible and fluorescent liquid examination, tank inspection and engineering services). However, MG will use reasonable efforts to assist in the selection of such method(s) and to locate or measure discontinuities or characteristics of the type, which normally can be located or measured. MG equipment is fitted with standard electrical plugs or hose and pipe fittings. In the event MG standard utility fittings do not comply with local requirements or special customer regulations, it will be the responsibility of the customer to pipe, plumb, wire, or otherwise modify any installation or equipment. In addition, when this has been completed MG reserves the right to accept or reject the safety of such modifications and will accept no responsibility for any piping, wiring, or other utility connections performed by others. MG will use its best efforts to provide efficient equipment, suitably tested and precommissioned prior to each operation period, together with a competent operations staff. MG will use its best efforts to conduct each service within the time limits set by the purchaser. Purchaser shall, before commencement of any work, and without cost to MG remove or make safe any conditions at the job site or on the workplace which present a safety hazard to workers or equipment, including, but not limited to, electric wires, flames, smoke, flammable liquids or gases, fumes, steam, poisons, asbestos, hazardous or toxic chemicals, and hazards from other contractors working above, below, or adjacent to the MG work area. Purchaser shall supply adequate scaffolding, lighting, and handling facilities at each work area. Upon completion of the work, purchaser shall insure that lines or vessels are free of foreign materials to its own satisfaction. If purchaser fails to perform any of the foregoing, it shall indemnify, defend, and hold MG harmless for any damages of any type whatsoever which result. MG will endeavor to use its best reasonable efforts to avoid damage to the item(s) to be inspected and/or heated, but MG shall not be responsible for any damages of any type whatsoever, direct or indirect, consequential or otherwise, resulting from such inspection or heat application.
3. MG neither accepts nor assumes any responsibility or liability for damages or delays resulting from any purchaser provided component malfunction; failure of purchaser provided equipment, interruptions or irregularities in purchaser provided electrical current, or other irregularities or failures occurring as a result of purchaser provided services; the failure or default of purchaser or any purchaser or any contractor or supplier thereto to furnish equipment or material or to do work as agreed upon with MG; action or inaction of any government agency having or claiming jurisdictions; strike or lockout of workers; accident; war; action of mobs or public enemy; any act of lawlessness interrupting work or destroying or injuring the material therefore; act of God; or inclement weather. All costs including overheads and profit thereon incurred by MG on account of delay or interruption of its work by act or omission on part of purchaser, or any party acting for or on behalf of purchaser, or by act or inaction of governmental or regulatory agency will be for the account of purchaser.
4. MG MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER, INCLUDING REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OTHER THAN SET FORTH HEREIN.
5. If a Warranty of Performance is offered by MG for any service the details of such Warranty of Performance shall be found in Attachment A titled, "Warranty of Performance."
6. The following takes precedent over and supercedes any other provision, agreement or understanding to the contrary, in that, notwithstanding any other provision, agreement or understanding between purchaser and MG to the contrary:
 - (i) Consequential Damages: under no circumstance and under no theory of law, whether contract, quasi-contract, strict liability, warranty, indemnity, tort (including the sole or concurrent negligence), fault or any other theory of law or cause of action, shall MG or its insurers, guarantors, officers, or employees (collectively MG) be liable to purchaser or its customers for consequential damages, loss of revenue, loss of profit, loss of use of capital, production delays, loss of product, delays in delivery, removal and reinstallation costs, reservoir loss or damage, downtime of facilities or other downtime, or damage, or loss resulting from any damage or loss, or indirect or consequential loss or damage, however and whenever arising under any agreement or understanding with purchaser or as a result of or in connection with the work undertaken by MG for purchaser or on its behalf, and whether based on negligence, whether sole or concurrent or active or passive, or breach of warranty, breach of contract or otherwise, and regardless whether such claim, on the basis thereof, is considered as a consequential damage or otherwise; and
 - (ii) Cap: the only exposures, losses, risks, claims, counterclaims, obligations and liabilities, of any kind or nature whatsoever, to which MG can be and is herein subject to under, arising from or in connection with any and all services or work performed by MG for purchaser or on purchaser's behalf, including but not limited to, any and all related damages, losses, illnesses or injuries or deaths sustained or incurred by purchaser, its customers or other Contractors, or the officers, directors, employees and insurers of any of them, shall be and shall only be those directly and solely caused by MG and only to the extent so caused, and in any event, in the aggregate shall not, under any circumstances, exceed, one and one-half times all moneys paid to MG as a result of such work; to the extent of any and all other exposures, losses, claims, counterclaims, risks and liabilities, and any and all related third party damages, losses, illnesses or injuries or deaths, purchaser, by awarding such work to MG, does hereby agree to defend, indemnify and hold harmless MG.
7. Payment shall be made in funds current at par, as specified in MG's proposal without cost to MG for collection. Purchaser agrees to pay reasonable attorney's fees and costs incurred by MG in the collection of any funds due MG after the date upon which payment is due.
8. Unless otherwise stated in MG's proposal all sales taxes, use taxes, gross receipts taxes, value added taxes, and other taxes imposed on MG or purchaser with respect to the equipment, materials, or services furnished under these contractual conditions will be for the account of purchaser and will be invoiced as additions to the price quoted in MG's proposal.
9. Title to reports, film and other items does not transfer until full payment by Purchaser is received by MG. Nothing set forth herein shall be construed as conferring by implication, estoppels or otherwise any license under any existing or later issued copyright, trademark and/or patent.
10. No term, condition or provision set forth herein shall be deemed waived by MG or any breach hereof excused by MG unless such waiver or excuse be in writing signed by an authorized representative of MG. No consent by MG or waiver of any breach of purchaser shall constitute a consent to, waiver of, or excuse for any other subsequent breach of any type whatsoever by purchaser.
11. The construction and performance of conditions set forth herein, as well as any other agreement between purchaser and MG, shall be governed by the laws of the state in which such work is performed without regard to principles of conflicts of law.



MISTRAS
Asset Protection Solutions

Services
Division



P: (740) 788-9188 • F: (740) 788-9189 | 1480 James Parkway • Heath, OH 43056 | www.mistrasgroup.com

12. Through and including a period of six (6) months following completion of any work by any employee of MG at any of Purchaser's facilities, without the written consent of MG, Purchaser agrees to not, and shall not permit any subsidiary, affiliate, contractor or subcontractor to, directly nor indirectly hire or offer employment to any such employee of MG.

13. MG is responsible for the confidentiality of all information obtained or created during the performance of inspection activities. MG shall inform the client, in advance, of the information it intends to place in the public domain. Except for information that the client makes publicly available, or when agreed between the inspection body and the client (e.g. for the purpose of responding to complaints), all other information is considered proprietary information and shall be regarded as confidential.

H. WARRANTY OF PERFORMANCE

MG warrants that if any of its completed services are defective in that they either fail to conform to the requirements defined in the scope of work document or are not in accordance with sound and consistently applied industry standards, or both, MG will perform (at cost, with no mark up to the purchaser) such corrective services as may be necessary to reinspect any such defective services. The purchaser must bring claims for service under this Warranty to MG's attention in writing within __ (no greater than 12) months from completion of the services; or, from completion of the discreet segment, which includes the services in question. MG shall not be responsible for corrective construction or repair work.

MG makes no other warranty of any kind expressed or implied; and MG shall have no other liability to the purchaser for defective services, whether caused by error, omission, negligence or otherwise.

THE ABOVE UNDERTAKING IS IN LIEU OF ANY OTHER WARRANTY OF MATERIALS OR WORKMANSHIP BY MG AND ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE ARE EXCLUDED. ALL FAILINGS IN THE INSPECTION OR HEAT TREATING WORK WHETHER OR NOT DUE TO MG'S NEGLIGENCE, AND ALL CLAIMS AGAINST MG RELATING TO FAILINGS IN SUCH WORK WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EXCEPT AS PERMITTED ABOVE, IN THIS ATTACHMENT A, ARE SPECIFICALLY WAIVED AND RELEASED BY PURCHASER.

By virtue of awarding this job or any future jobs to MG it is understood that the conditions stated above are accepted.

I. PERIOD OF PERFORMANCE

This quote shall remain in effect for 90 days from the date of both parties acceptance below.

ACCEPTANCE AGREEMENT

Acceptance of this proposal can be initiated in one of the following manners:

- Returning a signed copy of this quote.
- A purchase order referencing this quote number.
- Any written document or notice to proceed referencing this quote number.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-434

Resolution authorizing the amendment of a contract with Allied Diesel Services to include \$4,000 for a new fuel injector needed on the Senior Center bus. Resolution #2022-241 was approved for \$8,900.00. The new total cost is \$12,900 utilizing Senior Center O&E funds.



RESOLUTION NO. 2023-434

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

RESOLUTION AMENDING A CONTRACT WITH ALLIED DIESEL SERVICE FOR THE REPAIRS TO THE SENIOR CENTER BUS

WHEREAS, the City of Asbury Park adopted Resolution #2023-241 on May 24, 2023 awarding a contract to Allied Diesel Service authorizing repairs to the Senior Center Bus totaling \$8,900.00; and

WHEREAS, the City of Asbury Park received an additional quote from Allied Diesel Service to include the removal and installation of a fuel injector increasing the price of the project an additional \$4,000.00 for a grand total of \$12,900.00; and

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

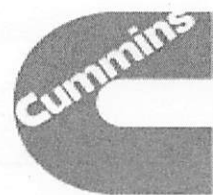
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 3-01-27-350-000-203. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the amendment of a contract with Allied Diesel Service in the amount of \$12,900.00 to include additional necessary repairs and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Social Services and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-434 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



OVER 50 YEARS OF QUALITY SERVICE
869 HWY 33 EAST FREEHOLD, N.J. 07728
732-462-5072 FAX 732-409-1072

HOURS: MONDAY THRU FRIDAY 8:00-4:30 SATURDAY 8:00-12:00 (Parts Only)

Date: 08/07/2023

Customer: City of Asbury Park

Work Requested:

2014 International Bus

Remove Faulty Fuel Injector & Install Recon Fuel Injector

Estimate: \$4,000.00 (Plus Sales Tax)

Estimate does not include the following work:

Customer Signature: _____

Allied Diesel Representative: Ralph Darienzo Jr

Estimate Good For 30 Days

Attachment: SENIOR CENTER BUS REPAIRS (2023-434 : Amending a contract with Allied Diesel Service for Repairs to Senior Center Bus)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-435

Resolution authorizing the amendment of a contract with G.M.H. Associates to include electric cost in the additional amount of \$30,210. Resolution #2023-405 was approved for \$562,997.62. The new total cost is \$593,207.62 utilizing ARP funds.



RESOLUTION NO. 2023-435

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

RESOLUTION AMENDING A CONTRACT WITH G.M.H. ASSOCIATES FOR THICKENER MECHANISM AND DRIVE UNITS NEEDED AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Asbury Park adopted Resolution #2023-405 on August 9, 2023 awarding a contract to G.M.H. Associates for thickener mechanism and drive units needed totaling \$562,997.62; and

WHEREAS, the City of Asbury Park received an additional quote from G.M.H. Associates to include electrical costs increasing the price of the project an additional \$30,210.00 for a grand total of \$593,207.62; and

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

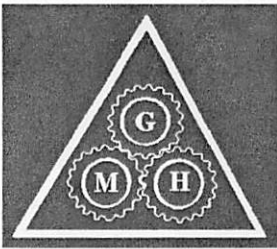
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 3-07-55-502-000-234. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the amendment of a contract with G.M.H. Associates to include the additional amount of \$30,210.00 to include electrical costs and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Capital Projects & Public Facilities and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-435 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



G.M.H. Associates of America, Inc.

5 Cheltenham Way, Bldg. 15, Trenton, N.J. 08638

Mechanical, Electrical Engineering and Sales

(609) 396-4751

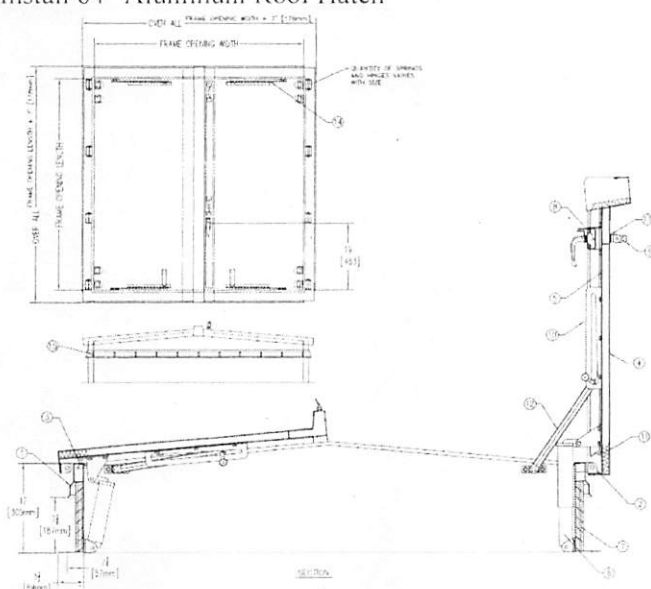
Fax: (609)396-1067

Outside of New Jersey (800)728-5345

24 Hours A Day Phone (800)728-5345 / Fax: (609)396-1067

New York State Certified
Service-Disabled Veteran-Owned Business

3.D.15.a

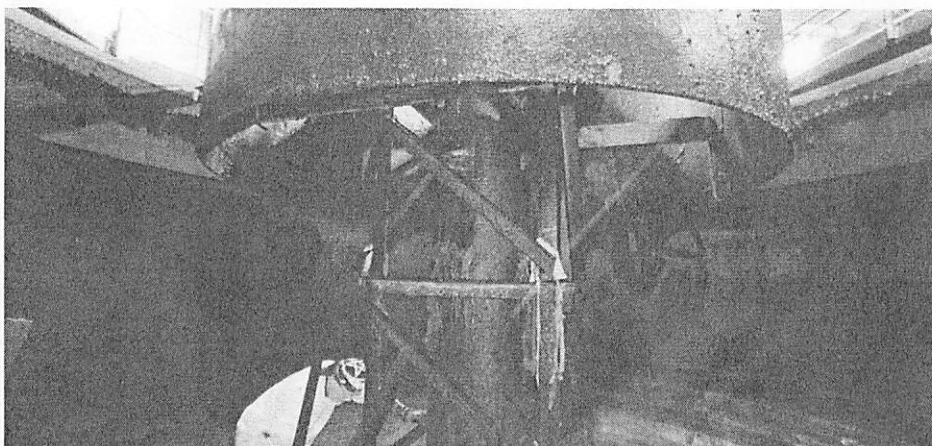
Quote #: Q23021TR1		Quote	Date: 7/31/2023	Quote #: Q23021TR1	
Customer: Asbury Park WWTP			Attn: Rudy Corona		
Address: 1700 Kingsley St. Asbury Park, NJ 07712			Fax:	Phone: (732) 921-1074 e-mail: rudy.corona@cityofasburypark.com	
Qty	Line	Description	Unit	Extended	
1	1	G.M.H. Associates of America, Inc. will supply all Labor, Supervision, Materials and equipment to do the following:			
1	2	Provide Roof Access Hatch. 1. Customer to identify and mark out, all possible utilities embedded in concrete roofing and move existing components in affected area. 2. Cut existing concrete roof for access to remove existing equipment and install new equipment. Saw Cut 7' X 7' X 8"-12" Thick Roof Slab; Core Drill (4) 1"-2" Core Holes For Rigging Saw Requires A Minimum Of 36" Of Clearance Away From The Cut Line To Mount Track. Water Provided By Customer Within 150' Of Cutting Location. Customer to Clear Space Adjacent To Cutting Area in order to Locate Our Towable Generator Or Hydrapak and Crane Customer Responsible For Water & Slurry Control 3. Install Galvanized Steel Channel to support roof panels. Channels to be attached to existing panels using SS All thread. 4. Install 84" Aluminum Roof Hatch 			
3		84" x 84" Steel Curb and Aluminum Cover, Equipment Access Roof Hatch (Double Leaf) - 7' 0.00 X 7' 0.00 - 11 GA ALUMINUM DOUBLE COVER - 11 GA ALUMINUM CURB - 12" HIGH CURB W/ CAP FLASHING - SPRING LATCH W/PADLOCK HASPS IN & OUT - MILL FINISH COVER & CURB - ZINC PLATE STEEL & COMPOSITE HARDWARE			

Attachment: GMH AMENDMENT - ELECTRICAL COSTS (2023-435 : Amending a contract with G.M.H. for WWTP Thickener Mechanism & Drive

1

4

Replace Center Column and Torque Cage

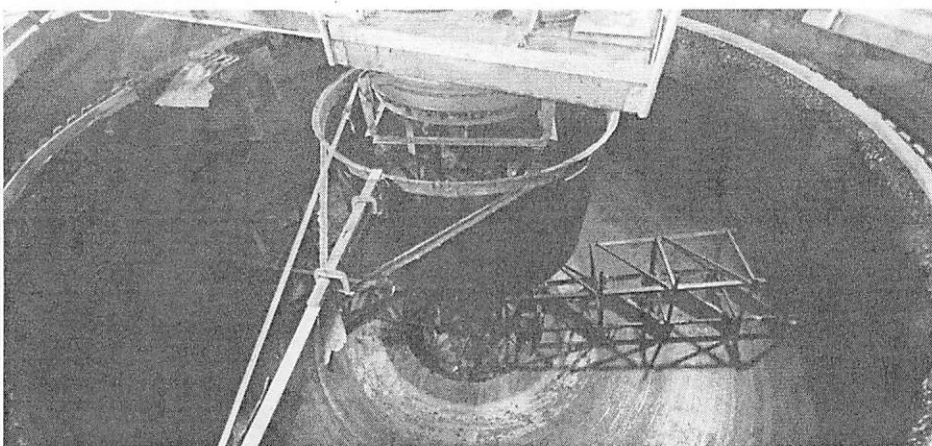


1

5

New Center Column and torque Cage to be designed and fabricated using A36 Steel and Hot Dip Galvanized Coated. G.M.H. Associates of America, Inc will provide a 15 year warranty on the coating.

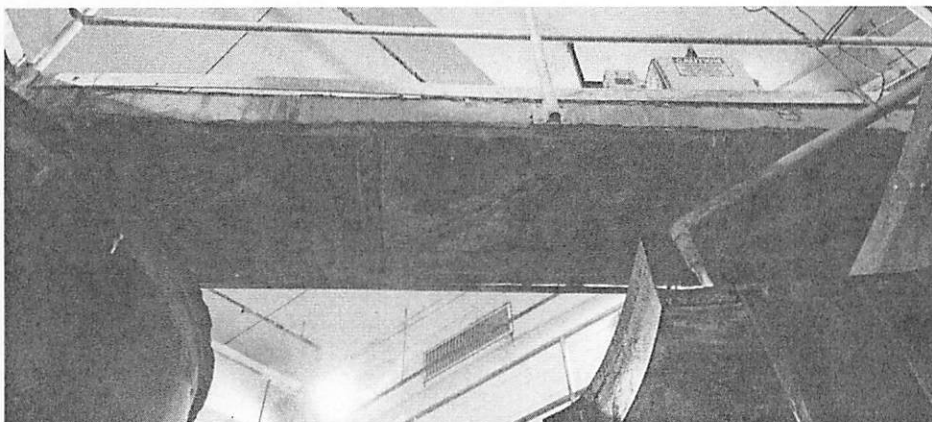
Replace Still Well





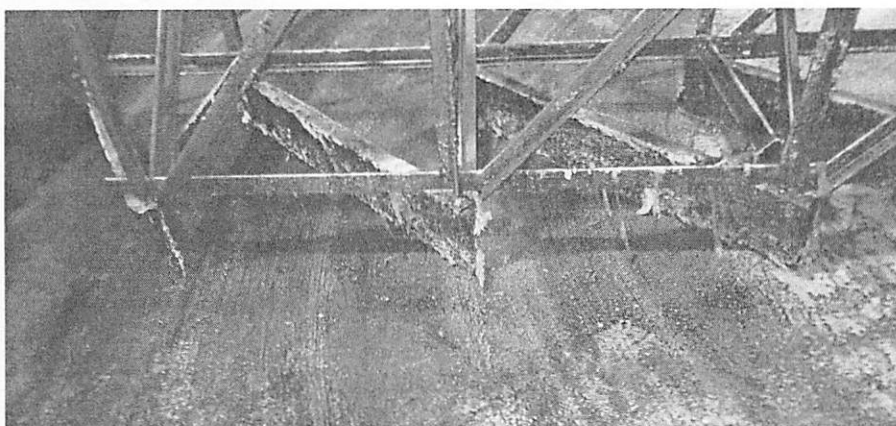
- 6 New Still Well to be designed and fabricated using A36 Steel and Hot Dip Galvanized Coated. G.M.H. Associates of America, Inc will provide a 15 year warranty on the coating.

- 7 Replace Bridge



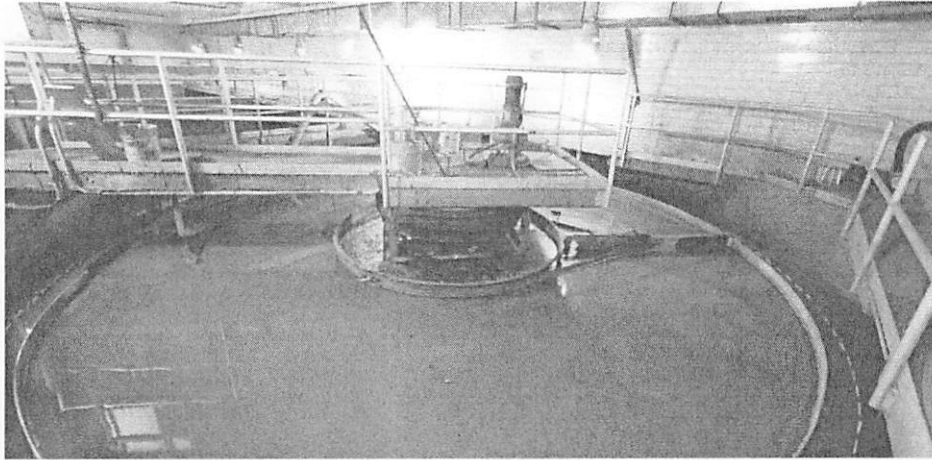
- 8 New Bridge and handrails to be designed and fabricated using A36 Steel and Hot Dip Galvanized Coated. G.M.H. Associates of America, Inc will provide a 15 year warranty on the coating.

- 9 Replace Squeegees

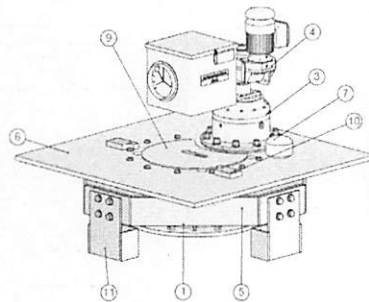


10 Fabricate and Install new Squeegees

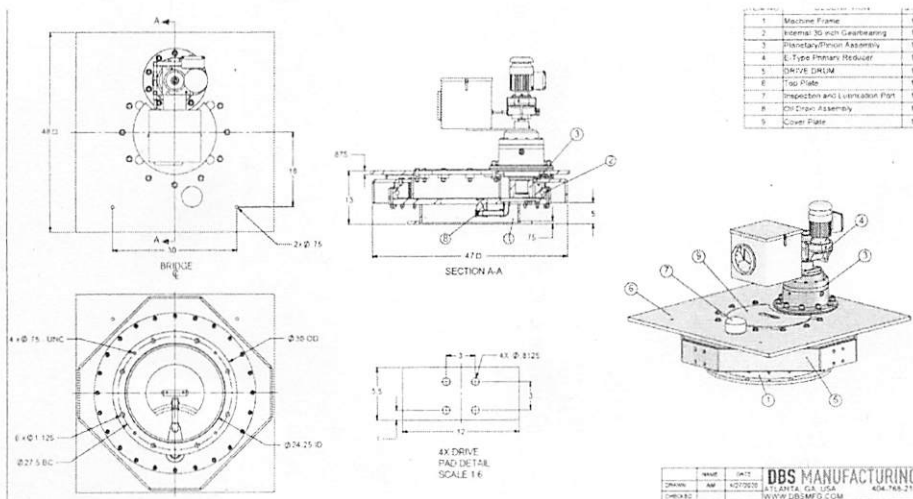
1. Remove existing squeegees
2. Inspect existing Backing Strips for wear and reusability
3. Install 1/4 x 6" Neoprene
4. Install 1/4 x 4" Polypropylene.
5. Turn over to customer



12 Replace Existing Walker Drive Unit with New DBS Manufacturing DBS D30 AE Drive Unit .



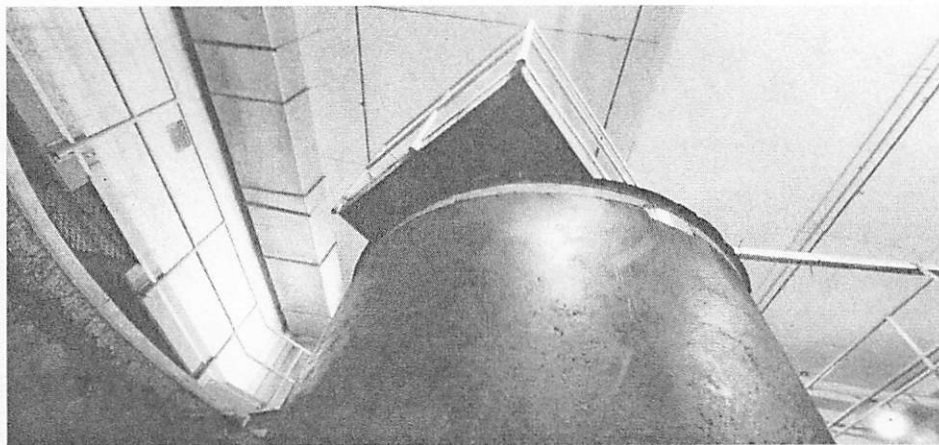
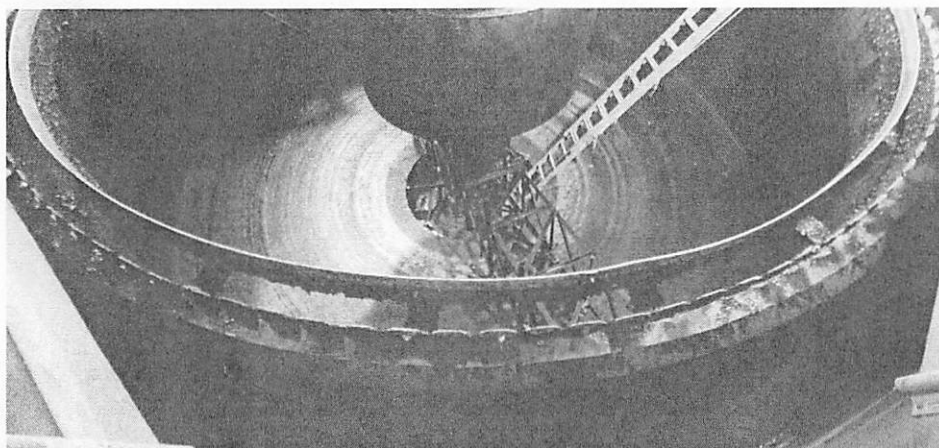
ITEM	DESCRIPTION	QTY
1	Machine Frame	1
2	Internal 30 inch Gearbearing	1
3	Planetary/Pinion Assembly	1
4	E-Type Primary Speed Reducer	1
5	Drive Drum	1
6	Top Plate	1
7	Oil Fill & Inspection	1
8	Oil Drain Assembly	1
9	Cover Plate	1
10	Bridge Pad	2
11	Drive Drum Pad Adapter	4



Typical Layout

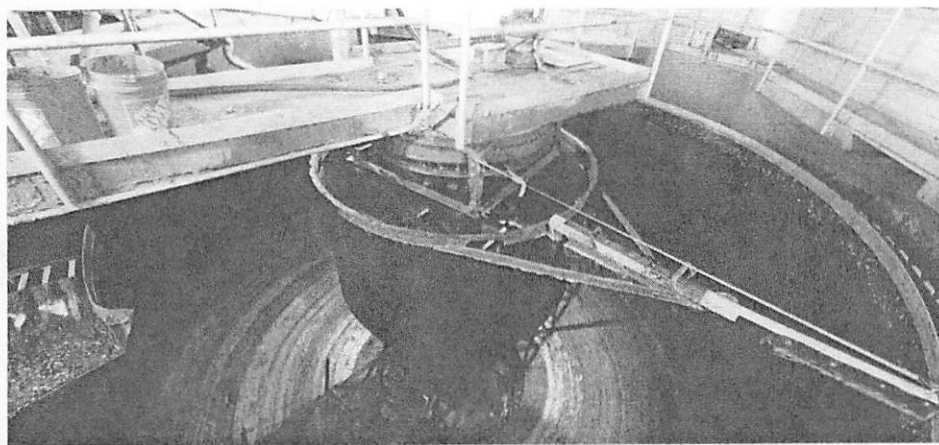
13

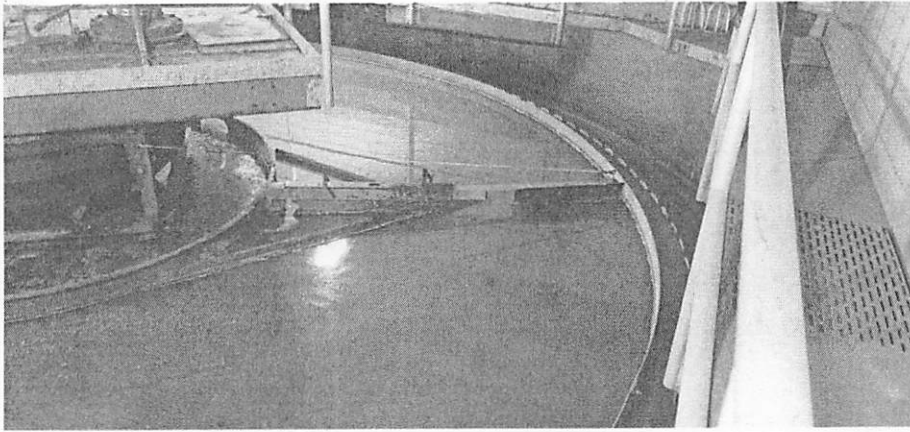
Replace Existing Weirs and Baffles



14

G.M.H. Associates of America, Inc. will replace the existing Weirs and Baffles with FRP Baffles and weirs. Existing supports will be reused (Where possible)





- 15
1. G.M.H. Associates of America, Inc. will set up for Confined Space Entry and Lock Out / Tag Out at Customer Provided Locations to establish Zero Energy State.
 2. G.M.H. Associates of America, Inc. will remove all electrical connections from existing drive unit and remove all conduit from bridge.
 3. G.M.H. Associates of America, Inc. will erect crane for removal of components through new roof hatch and provide a dumpster for disposal of removed components and concrete.
 4. G.M.H. Associates of America, Inc will remove all mechanism parts for disposal.
 5. G.M.H. Associates will install new Center Column, Torque Cage, New Still Well, New Rake Arms, New Drive Unit, New Explosion Proof Control Panel, Conduit and New Bridge.
 6. G.M.H. Associates of America, Inc will fill main turntable with oil as per PVSC Contract.
 7. G.M.H. Associates of America, Inc. will install new conduit and wiring from the new Control Panel and connect the electrical wiring to the new drive Unit.
 8. Test run and turn over to customer.

16 **Total Price this Quote**

\$593,207.62

Questions Posed and Answers to previous discussed items.

Is there a main control panel with disconnect switch? Yes, We are furnishing a New Explosion Proof Control Panel. This is added to the original quote.

What feature does the panel have for alarm and shutdown? The Control Panel is fitted with a local alarm and Shut Down which is controlled by the Ashcroft Switch in the Torque Mechanism on the Drive Unit.

Any outputs to future SCADA system? If yes, what is NEMA enclosure rating and where mounted?

It can be fitted with outputs for a SCADA system, but we would need to know what SCADA system there is or that is wanted. It would be a NEMA 4X Enclosure

Breakout Material and Labor Costs

This is being presented at a Lump Sum Quote under the PVSC Co-Op Guidelines

An aluminum cover should last long term in this application even with no covers on the gravity thickener or sludge holding tanks assuming the current supply and exhaust ventilation, but hardware and other components should be 304 SS or something more corrosion resistant than zinc plated steel. Consider all 304 SS construction option if available.

The Hardware and Fasteners are 304 SS

Remove, demolish and replace the existing concrete slab in according to opening size as per project specifications. Wall Saw/Chain Saw at cut lines as per details. Install Galvanized Steel beams with anchorage to existing concrete beams. Install 84" Aluminum Roof Hatch. Install new roofing membrane including the interface treatment with the existing proofing.

The Proposed Roof Hatch will have flashing which will interface with existing roof membrane

Demolishing concrete masonry walls at north door with the required dimensions. Install 12' W overhead door including the overhead necessary galvanized steel beam and its fixation.

This is not part of our Proposal

Project schedule to account for Engineer review of shop drawings.

A complete schedule of values will be provided along with shop drawings for approval, after receipt of a Purchase Order.

List thickness of center column steel. Reinforcement to 115% full load torque?

The Center Column is always constructed with a minimum of ¼" Thick A36 Steel.

State the diameter of the still (feed) well.

Ø 9'-0

List center drive motor hp. Motor needs to be rated for Class I, Div. 1. 1/2HP Motor and is Class I, Div 1. This is an explosion proof motor

State operating and momentary peak torque ratings in ft-lbs of the center drive.

D30 AE Drive has an Operating Torque of 16,000 ft-lbs and a Momentary Peak of 30,000 ft-lbs

State materials of construction for center drive top plate and other steel components to ensure corrosion resistance.

DBS PAINT SPECIFICATION

**Tnemec Endura-Shield II 73 Topcoat / Tnemec Omnithane Series 1 Primer
Two Coat System**

Materials:

1. Prime coat—Tnemec Omnithane Series 1 modified aromatic polyurethane primer, color grayish green.
2. Topcoat—Tnemec Endura-Shield II 73 semi-gloss aliphatic acrylic polyurethane, color ANSI 70 light gray, Tnemec Color 32GR Light Grey.
3. Thinner/cleanup—Series 1: #2 Thinner for temperature below 80°F (27°C); #3.

Thinner for temperature
above 80°F (27°C). 1074: #42 Thinner for temperature below 80°F (27°C); #48
Thinner for
temperature above 80°F (27°C). Series 46H-413: #2 Thinner.

Surface Preparation:

1. Remove all weld splatters. Deburr all edges to about 0.030 R. Remove other foreign material using hand and machine processes.
2. Abrasive blast to a minimum of SSPC-SP10, near-white blast cleaning.
3. Degrease with detergent and solvent. Final wash with isopropyl alcohol.

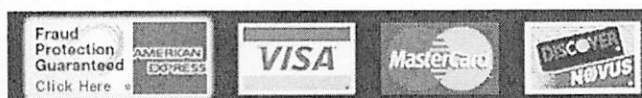
Material application:

1. Hand brush primer on exposed pipe threads, rough welds and inaccessible areas which will not be adequately covered with sprayed on paint. Pre-brush paint into exposed non-welded seams and joints as applicable, prior to spray.
2. Follow coating manufacturer's recommendation for mixing and spraying material.
3. Spray edges first to assure edge coverage.
4. Apply at least one full coat of primer followed by one full topcoat of paint for a combined total of 4.5 mils minimum dry film thickness as follows:
 - Prime coat 2.5-3.5 mils recommended dry film thickness. Allow primer to cure dry and firm to the touch, usually 24 hours prior to topcoat.
 - Top coat 2.0-3.0 mils recommended dry film thickness.
 - If required, apply a second topcoat to achieve 4.5-6.5 mils recommended dry film thickness.

List center drive bearing type and B-10 life.
Ball, 4-pt contact, L10 Over 2,000 hrs.

****NOTE****

- 1.) All the above information is restricted and confidential and is supplied to help the customer evaluate this quote and work procedure. Any dissemination either in whole or in part without G.M.H. Associates of America, Inc.'s express written authorization is expressly forbidden.
- 2.) All pricing per PVSC Co-Op Contract **B331-5**
- 3.) Estimates and Quotes are billed at time and materials per contract rates plus Overtime, Emergency and Holiday adders +/-25%..



Visa, MasterCard, American Express and Discover now accepted with 3% Service Charge.

Freight: Included with installation quote section acceptance. Delivery: Per factory (26-30 weeks) Taxes: Not applicable.
Permits, Fees and Licenses: Additional if applicable.

Terms: 33% with order to hold construction date, do shop and site engineering, pre-construction meeting, stage materials and subcontractors. 23% with upon drawing approval. Balance net 30 days for construction and new drive contracts.
1/3 with order to do shop and site engineering, pre-manufacturing, stage and order materials and subcontractors (if any).
1/3 with delivery. Balance net 30 days for remanufactured supply contracts. (Above contingent on credit approval, emergency and first time customer orders C.O.D. 2%/month, 24%/year service charge on all invoices paid past the due date. Trenton, NJ Mercer County will hold judicial jurisdiction for any collection litigation, if any. Reasonable collection and attorney's fees will be paid by the customer, if any. Payment outside of terms will affect warrantee. Quotes and Estimates valid for 30 days.

*** MATERIALS SUPPLY NOTES *** (If applicable)

- 1.) The followings listed items are not included with any of the foregoing equipment unless specifically itemized.

- A.) Handrail at tank center.
- B.) Launder support rods and channels.
- C.) Spare Parts.
- D.) Electrical Controls, instrumentation, lighting, wiring, starters, intrinsically safe relays for overload alarm switches or push-button stations.
- E.) Access ladders, ships ladder, stairs, platforms, kick plates, and peripheral handrail or cover plates.
- F.) Piping, pipe support, valves or couplings.
- G.) Lubricants and sealant. For compatibility reasons. Lubricants will be installed if supplied by owner.
- H.) Hauling, unloading, erection, installation or storage unless specifically noted.
- I.) Installation or erection supervision.
- J.) Templates.
- K.) Covers or Domes.
- L.) Field painting except touch up of primer or finish coat with red oxide primer.
- M.) Weirs and or Baffles.
- N.) Test Equipment.

REBUILDS

Prices for rebuilds assume all shafts, housings, impellers, gears, and non-normal wear components are reusable as is. Price includes all new seals, bearings, gaskets, paint and miscellaneous hardware for a complete rebuild. Additional repairs to make parts reusable or replacement parts will be at additional expense.

PAINTING

Motors and similar manufactured items will receive the manufacturer's standard surface preparation and painting.
Structural steel: Primer only unless otherwise noted. Primer touch up only.

SERVICES

We can furnish the services of a DBS factory authorized engineer from G.M.H. Associates of America, Inc. after it has been substantially installed by others or to supervise the installation. This will be furnished as per the attached engineering rate schedule.

DRAWINGS

We shall furnish necessary drawings for the equipment supplied, as well as operation/maintenance instructions for the individual items of equipment included in this proposal. Our price does not include a comprehensive manual suitable for training personnel in the operation of the total system or treatment process.

SAFETY

The Seller will furnish the safety devices specified in this proposal but exceeding these the Seller shall not be required to furnish or install any safety devices whether required by law or otherwise. The buyer hereby agrees to indemnify and hold harmless the Seller from any claims or losses arising due to alleged or actual insufficiency, whether equipment supplied hereunder.

WARRANTEE

G.M.H. Associates of America, Inc. will supply our standard warrantee from date of delivery for two (2) full years on all parts and labor supplied by G.M.H. Associates of America, Inc. on remanufactured pumps, gearboxes, motors and other related mechanical drive train components. We will further extend to DBS Manufacturing Main Turntables for clarifier and thickener drive units a ten (10) year labor warrantee along with the DBS materials warrantee on the gearbox disassembly and replacement in our shop. Additionally G.M.H. Associates of America, Inc. offers a similar five (5) years labor warrantee along with the DBS materials warrantee on the rotary distributor main support bearing for the disassembly and replacement in our shop. Failure to properly maintain and operate rebuilt equipment will void the warrantee. Prompt notification of suspect equipment is required and the customer must minimize the damage by taking off line as soon as possibility of equipment failure is noted. Field labor, when supplied, will be at additional expense to cover mobilization and additional time due to field related conditions, cranes, weather, special tools, etc.

CONSEQUENTIAL AND LIQUIDATED DAMAGES

G.M.H. Associates of America, Inc. will not accept any consequential or liquidated damages that may be incurred by the customer. Only demurrage or penalties specifically noted in the quote scope text will be accepted if any.

*** GENERAL AND ERECTION NOTES ***

- 1.) We will work a standard 40 hour week excluding Saturdays, Sundays and Holidays.
- 2.) We will not be responsible for delays caused from acts of God, strike, wars, riots or any other delay that is beyond the control of G.M.H. Associates of America, Inc.
- 3.) Any delays that occur during the course of the job will be billed at G.M.H. Associates of America, Inc. time and materials rate.
- 4.) If excavating is quoted, it is assumed the substrate is sand, gravel, dirt or clay mix. Any obstructions encountered such as buried concrete structures, rock, shale, or other non-ditch witch-able materials will be at additional expense unless acknowledged in the quote scope of work.

- 5.) On all quotes where the customer does not supply G.M.H. Associates with a written, clear, complete and concise project scope of work the G.M.H. Associates description of work scope will stand as the controlling limit of work contemplated and required for completion of said quote.
- 6.) We have not included any sales tax.
- 7.) Our price is based on current labor rates.
- 8.) We have based our price on electrical disconnect and reconnect by others and assumes all conduit, wire, sealite, controls etc. is reusable.
- 9.) All fabrications including drive cage, center column, rake arms, influent well, scrapers and appurtenant equipment by O.E.M.
- 10.) We have not included the cost of any foundation work.
- 11.) We have based our proposal on using a 75 ton crane at \$3250/day with 9 days for travel and work necessary to remove roof section set gearbox and structural steel, if a larger crane is needed the additional cost will be at the expense of the owner. From site plans and drawings supplied by the owner we assume we have access right up to the side of the tank for cranes and equipment.
- 12.) We have based our price on touch-up painting only, all new factory fabrications are coming with finish paint (unless otherwise noted), any structural that is being reused and the coating systems are damaged during the course of G.M.H. Associates of America, Inc.'s work will receive a red oxide primer touch-up only.
- 13.) We have based our proposal on minimal structural steel for temporary false work.
- 14.) We have not based our proposal on any platform work or structural modifications. We assume a direct bolt-in retrofit save for minor field fitting.
- 15.) We have not based our proposal on any work associated with the tank, weirs or launder troughs as part of this quote.
- 16.) Prices do not include freight, site unloading, storage, installation, removal or disposal unless specified or if installed.
- 17.) Engineering contract superintendent and tradesman time and materials rates for additional authorized work as per attached rate sheets.
- 18.) Two complete sets of blueprints/drawings, descriptive literature, operation and maintenance manuals and setup and erections drawings supplied by original equipment manufacturer must be supplied to G.M.H. Associates of America, Inc. for reference, engineering and work-up.
- 19.) Installation price includes all labor to unload on site materials and supplied by G.M.H. Associates of America, Inc. prior to installation and work.
- 18.) On site electrical and water utilities to be made available to G.M.H. Associates of America, Inc. and its subcontractors as may be necessary.
- 20.) Tank access and availability to be maintained and guaranteed by customer. Tank dewatering, hose down and clean out unless quoted and accepted by G.M.H. Associates of America, Inc. and its subcontractors to be completed and maintained by customer. Delays may be at additional expense.

Thank you for this opportunity to serve you.

EXPEDITE AND EMERGENCY SERVICE DEPENDING ON FACTORY AND SHOP SCHEDULES AT TIME OF ORDER, MAY NOT BE AVAILABLE. CHECK WITH FACTORY REPRESENTATIVE FOR AVAILABILITY.

I have read the above specifications, terms and conditions and accept them in scope and quantity. I hereby authorize the work to begin.

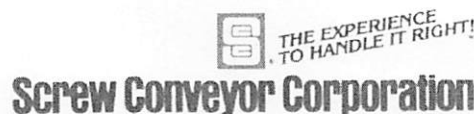
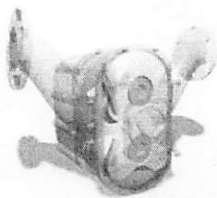
Customer Representative Name: _____ Title: _____ Date: _____

I will adhere to the above specifications, terms and conditions and warrant all materials and labor supplied by G.M.H. Associates of America, Inc. for a period of 90 days unless manufacturer's warranty is different.

Name: Anthony "Tony" Genniro Title: Vice President Customer Service & Sales Date: 7/31/2023
 tgeniro@gmhassociates.com

Any deviation from the above specifications, terms and conditions must be duly authorized and may be at additional expense.

G.M.H. Associates of America, Inc. proudly represents:



Pumps, Inc.



Protected by multiple US Intl. Patents & 50 Trade secrets



Eco-Blaster

Pg 1

SEWER PLANT
8TH. AVENUE & OCEAN
ASBURY PARK, NJ 07712

23-02379

ORDER DATE: 08/10/23
REQUISITION NO: U-002878
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

VENDOR #: GMHAS005

G.M.H. ASSOCIATES OF AMERICA
5 CHELTEN WAY
BUILDING 15
TRENTON, NJ 08638-5000

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COS
1.00	THICKENER MECHANISM & DRIVE UNIT PSVC CONTRACT #B331-5 RESOLUTION #2023-405	3-07-55-502-000-234 SEWER UTILITY O/E: ARP Funds	562,997.6200	562,997.6
			TOTAL	562,997.6



Attachment: GMH AMENDMENT - ELECTRICAL COSTS (2023-435 : Amending a contract with G.M.H for WWTP Thickener Mechanism & Drive



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-436

Rescinding Resolution 2022-190 authorizing the purchase of a Kubota for the Beach Department from Cherry Valley Tractor Sales, Inc. in the amount of \$29,936.68 due to the unknown delivery date of the ordered placed back in April 2022 and authorizing the purchase of an In-Stock 2023 Kubota from Highway Equipment Company of New Jersey, Inc. in the amount of \$31,214.20. This is a Menu Item as per Resolution #2022-171.



RESOLUTION NO. 2023-436

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

RESOLUTION RESCINDING RESOLUTION 2022-190 AND AUTHORIZING THE PURCHASE OF A NEW KUBOTA FOR THE BEACH DEPARTMENT

WHEREAS, on April 13, 2022 the City of Asbury Park Council approved Resolution 2022-190 authorizing the purchase of a Kubota for the Beach Department in the amount of \$29,936.68; and

WHEREAS, the City is rescinding Resolution 2022-190 for Cherry Valley Tractor Sales, Inc. due to the unknown date of delivery the Kubota ordered in April 2022; and

WHEREAS, the City has obtained the attached quote from Highway Equipment Company of New Jersey, Inc. totaling \$31,214.20 under the Sourcewell Co-Op Contract #122220 for an in-stock 2023 Kubota for the Beach Department; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for a 2023 Kubota to Highway Equipment Company of New Jersey, Inc., in an amount of \$31,214.20; and

WHEREAS, the City of Asbury Park has adopted Resolution #2022-171 identifying the 2022 Menu Items as per the SDA and the reimbursement and purchase of one (1) Kubota is included; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 2-05-55-502-000-219. 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 2023 Kubota for the Beach Department in the amount of \$31,214.20 to Highway Equipment Company of New Jersey, Inc. and a copy of this Resolution shall be provided to the Director of Capital Projects & Public Facilities, City Manager, CFO and Director of Purchasing.

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

NO. 2023-436 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK

8/24/23, 3:03 PM

Custom Quote



Since 1933

HIGHWAY EQUIPMENT COMPANY OF NEW JERSEY, INC.

888-427-8371 732-446-7600 www.highway-equipment.com

Zelienople • Dubois • McKean • Pittsburgh
Canton • Roanoke • Charlotte • Millstone**Date:** 08/24/2023**Quoted To:**City Of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712**Location:** Millstone**Quote Number:** Q06222**Expiry Date:** 12/31/2023**Salesperson:** Kevin McCarthy
Sal-eskmccarthy@highway-
equipment.com**Responsible:** Kevin McCarthy

Highway Equipment is pleased to present the following Quote for your approval:

NEW 2023 KUBOTA RTVX-1100CWL-H UTILITY VEHICLE 22,424.20
 Stock Number: LE21560 Machine Serial #: A5KC2GDBTPG081295

***** INCLUDING THE FOLLOWING OPTIONS *****

RTV-X1100CWL-H KUBOTA UTILITY VEHICLE
 77700-99610 TURN SIGNAL KIT
 77700-V5059 SIDE MIRROR KIT (2) L/R SIDE
 77700-VC5058 STROBE LIGHT MOUNT KIT

NEW BROYHILL RTVX KUBOTA RTV X-SERIES DUMP BOX 8,790.00
 Stock Number: 5806643 Machine Serial #: 201076

***** INCLUDING THE FOLLOWING OPTIONS*****

KURTV DUMPBOX BROYHILL RTV X-SERIES DUMP BOX
 * INCLUDES REMOVAL OF EXISTING DUMP BODY
 ** INSTALLATION OF BROYHILL REFUSE/DUMP BODY

Comments

- OFFER VALID WITH SIGNED ORDER & VALID PURCHASE ORDER
- AS OF 8/24/2023, (2) MACHINES IN STOCK
- BROYHILL REFUSE/DUMP BODY CURRENTLY IN STOCK
- MACHINES IN STOCK MAY BE SOLD AT ANY TIME
- ETA FOR COMPLETION: APPROX 1-2 WKS FROM ORDER

-
- PRICED VIA SOURCEWELL, QUOTE #2703532
 - SOURCEWELL CONTRACT #122220 (UTILITY VEHICLES)

Selling Price: 31,214.20
Tax:
Net Selling Price: 31,214.20

Accepted by:**Prepared by:**



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-437

Rescinding Resolution 2023-303 for repairs to Influent Pump #2 and authorize a contract with Municipal Maintenance to supply and install a complete replacement pump. Municipal Maintenance was approved to move forward with repairs to pump #2 in the amount of \$31,690.00; however, the conditions of the pump are significantly worse than expected. This resolution is to rescind the resolution authorizing the repairs and authorize the supply & installation of a complete pump in the amount of \$63,595.50.



RESOLUTION NO. 2023-437

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

RESOLUTION RESCINDING RESOLUTION 2023-303 AND AUTHORIZING A CONTRACT FOR A NEW INFLUENT PUMP #2 AT THE WASTEWATER TREATMENT PLANT

WHEREAS, on June 14, 2023 the City of Asbury Park Council approved Resolution 2023-303 authorizing a contract to Municipal Maintenance Co., for the repairs to Influent Pump #2 at the Wastewater Treatment Plant the amount of \$31,690.00; and

WHEREAS, the City is rescinding Resolution 2023-303 for Municipal Maintenance Co., due to the conditions of the pump are significantly worse than expected and the pump will need to get completely replaced; and

WHEREAS, the City has obtained the attached quote from Municipal Maintenance Co. totaling \$63,595.50 from the North Jersey Wastewater Cooperative Pricing System Contract #B331-4 to supply and install a complete replacement pump ; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the supply and installation of a complete replacement pump to Municipal Maintenance Co., in an amount of \$63,595.50; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 3-07-55-502-000-234. 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 supply and installation of a complete replacement pump in the amount of \$63,595.50 to Municipal Maintenance Co., and a copy of this Resolution shall be provided to the Director of Capital Projects & Public Facilities, City Manager, CFO and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-437 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK

MUNICIPAL MAINTENANCE CO.

1352 Taylors Lane
Cinnaminson, NJ 08077
Ph: 856-786-9434
Fax: 856-786-0642
www.mmc-nj.com

Bill To:

Rudy Corona
City of Asbury Park
1700 Kingsley St.
Asbury Park, NJ
(732) 921-1074

Rudy.Corona@cityofasburypark.com

Quotation

DATE 8/14/2023
Quotation # 47032

Quotation valid until: 9/13/2023
Terms: Net 30 Days

Project Name: Supply and install Fairbanks Rotating Assembly and Volute - Kingsley St. - 231619

Item	Qty	Description	Unit Price	Total Price	Delivery
1.	1	Labor To Date	\$ 3,155.50	\$ 3,155.50	
2.	1	Supply and Install Complete Replacement Pump (Fairbanks) Model: B5751 - This is a drop in replacement rotating assembly with volute • Pull existing volute • Install new volute and rotating assembly	\$ 60,440.00	\$ 60,440.00	7 - 8 Weeks
Total				\$ 63,595.50	

Comments:

- This quotation does not include any taxes if applicable
- Delivery dates subject to change due to any shipping delays

If you have any questions concerning this quotation, please contact:

Eddie Clemments

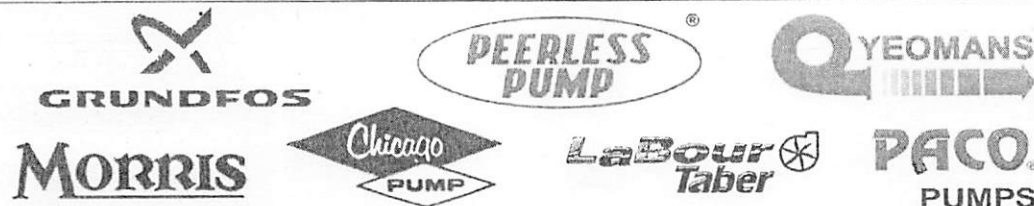
Eddie Clemments

Shop Coordinator
Eclemments@mmc-nj.com
Phone: (856) 786-9434

MMC approval _____

THANK YOU FOR YOUR BUSINESS!
ELECTRICAL CONTRACTOR LICENSE #15195
NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM CO-OP CONTRACT
#B369-4

Exclusive Grundfos Water Utility Distributor in New Jersey, Pennsylvania, & Delaware:



F:\Quotes & Estimates\Asbury Park\47032Q - Corona - Supply and install Fairbanks Rotating Assembly and Volute - Kingsley St. - 231619

Attachment: MUNICIPAL MAINTENANCE PUMP #2 (2023-437 : Rescinding Resolution 2023-303 and Authorizing a Contract for a New Influent

[EXTERNAL] 47032Q - Corona - Supply and install Fairbanks Rotating Assembly and Volute - Kingsley St. - 231619

Eddie Clemments <eclemments@mmc-nj.com>

Mon 8/14/2023 2:54 PM

To: Rudy Corona <Rudy.Corona@cityofasburypark.com>

Cc: Michael Provine <mprovine@mmc-nj.com>

📎 8 attachments (8 MB)

47032Q - Corona - Supply and install Fairbanks Rotating Assembly and Volute - Kingsley St. - 231619.pdf; Shaft.jpg; Thrust bearing housing.jpg; Backhead.jpg; Impeller (1).jpg; Impeller (2).jpg; Impeller (3).jpg; Impeller (4).jpg;

Good Afternoon Rudy,

Attached is our quote to replace your Fairbanks Morse from Kingsley St. We original got this pump in for a rebuild option and the PO amount was \$31,690.00. However, after we received the unit here there is more that needs to be replaced than what was covered under the original work scope. Unfortunately, what is needed is fairly expensive and is going to drive this rebuild up another \$12,000 - \$15,000 I am going to list some of the newly found parts below. I wanted to hit pause and maybe the reset button on what I think may be best to proceed with. I was originally going to just quote you a rotating assembly replacement option which would be a direct drop in with zero changes needed. After our last visit to access your volute, we found significant wear inside the unit and I would really urge you in the way of replacing it which is reflected onto this quote. But you do have 3 options at play. The first is to see an updated rebuild cost which a budgetary number would be \$44,000 – \$46,000 in total. The second is for us to supply just a rotating assembly and reuse the volute in place and a budgetary cost for this would be \$41,000 – \$44,000. Lastly is the quote I have attached which is a full volute and rotating assembly replacement option. Please let me know if you have any questions or if you would like me to write anything up for you. Thank you!

Adder parts needing work:

Shaft, Backhead, thrust bearing housing *Pictures attached *

Eddie Clemments

Shop Coordinator

MUNICIPAL MAINTENANCE CO.

1352 TAYLORS LANE

CINNAMINSON, NJ 08077

P: 856-786-9434

F: 856-786-0642

eclemments@mmc-nj.com

www.mmc-nj.com

Attachment: MUNICIPAL MAINTENANCE PUMP #2 (2023-437 : Rescinding Resolution 2023-303 and Authorizing a Contract for a New Influent

Tracy Lizardi

From: Rudy Corona
Sent: Thursday, August 17, 2023 12:48 PM
To: Tracy Lizardi
Cc: Robert Bianchini; JoAnn Boos; Yvonne Adams
Subject: Re: Message from KM_4750i

Sorry yes it's #2.

Sent from my iPhone

On Aug 17, 2023, at 12:46 PM, Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com> wrote:

I'm going to have to look into that, because a resolution was already done and it is easier to amend a resolution and PO then to void and reissue.

Can you please clarify the pump number because PO #23-01766 was approved for pump #2 but your email below states it is for pump #3.

From: Rudy Corona <Rudy.Corona@cityofasburypark.com>
Sent: Thursday, August 17, 2023 12:42 PM
To: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>; Robert Bianchini <Robert.Bianchini@cityofasburypark.com>; JoAnn Boos <JoAnn.Boos@cityofasburypark.com>; Yvonne Adams <Yvonne.Adams@cityofasburypark.com>
Subject: Re: Message from KM_4750i

No, that's the only one. I didn't know that is was voided, but that's fine. We can just redo it with a new PO.

Thanks Tracy!

Rudy

Rudolph J Corona Superintendent
 City of Asbury Park Wastewater Treatment
 1700 Kingsley Street Asbury Park NJ 07712
 732-774-5131 Plant (leave message)
 732-921-1074 Mobile
 732-502-0961 Fax

From: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Sent: Thursday, August 17, 2023 12:38 PM
To: Rudy Corona <Rudy.Corona@cityofasburypark.com>; Robert Bianchini <Robert.Bianchini@cityofasburypark.com>; JoAnn Boos <JoAnn.Boos@cityofasburypark.com>; Yvonne Adams <Yvonne.Adams@cityofasburypark.com>
Subject: RE: Message from KM_4750i

Rudy,

PO #23-01766 was for repairs to pump #2 and was VOIDED 8/16/23 as per Robert.

Is there another PO that was processed for pump #3?

Thank you,

Tracy

From: Rudy Corona <Rudy.Corona@cityofasburypark.com>

Sent: Thursday, August 17, 2023 12:27 PM

To: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>; Tracy Lizardi

<Tracy.Lizardi@cityofasburypark.com>; JoAnn Boos <JoAnn.Boos@cityofasburypark.com>; Yvonne Adams <Yvonne.Adams@cityofasburypark.com>

Subject: Fw: Message from KM_4750i

All--I have received this update from Municipal Maintenance regarding PO 23-01766 for the rebuild of Influent Pump 3. It is fairly self-explanatory; obviously once the pump was disassembled at MM's shop they discovered the condition of the pump internals to be significantly worse than originally thought. Combined with their subsequent plant visit and inspection of the pump volute (lower housing) they feel (as do I) that we should replace the volute and rotating assembly as described in their letter and updated quote. Yes, it is a lot more money, but the pump is extremely important to the plant's operation, especially in storm conditions, and it has been in continuous use for 35 years. My suggestion is to redo this Purchase Order to reflect the new amount, and proceed with the suggested repair.

I have attached the new quote and explanation for review, MM is a Wastewater Coop member and their contract number is on the quote.

Please review and let me know.

Thanks!

Rudy

Rudolph J Corona Superintendent
City of Asbury Park Wastewater Treatment
1700 Kingsley Street Asbury Park NJ 07712
732-774-5131 Plant (leave message)
732-921-1074 Mobile
732-502-0961 Fax

From: donotreply@cityofasburypark.com <donotreply@cityofasburypark.com>

Sent: Thursday, August 17, 2023 12:11 PM

To: Rudy Corona <Rudy.Corona@cityofasburypark.com>

Subject: Message from KM_4750i



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-438

Rescinding Resolution 2022-438 supporting the grant extension from NJDOT for the reconstruction of Monroe Ave, Comstock St & Eighth Ave due to the loss of NJDOT grant funding in the amount of \$402,416. Resolution approving change order #1 for 2022 Roadway Improvements in the reduction amount of \$402,416.00 for a new contract amount of \$4,628,752.35.



RESOLUTION NO. 2023-438

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

RESOLUTION RESCINDING RESOLUTION 2022-438 AND AMENDING THE CONTRACT WITH S. BROTHERS VIA CHANGE ORDER #1 FOR ROADWAY IMPROVEMENT PROGRAM

WHEREAS, on October 16, 2022 the City of Asbury Park Council approved Resolution 2022-438 supporting the grant extension from NJ DOT for the reconstruction of Monroe Avenue, Comstock Street and Eighth Avenue; and

WHEREAS, the City is rescinding Resolution 2022-438 due to the loss of NJDOT grant funding in the amount of \$ 402,416.00; and

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

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

WHEREAS, the City Engineer is requesting Change Order #1 reduction in the amount of \$402,416.00; and

WHEREAS, the Change Order resulted in a net decrease of 7.99% of the contract with a new contract amount of \$4,628,752.35; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-09-17-906-000-902 and C-09-17-906-000-903 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that this Change Order 1 shall not exceed a reduction in the amount of four hundred two thousand, four hundred sixteen dollars and zero cents (\$402,416.00).

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

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-438 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-439

Resolution to have Interfaith Neighbors to run the food waste diversion program. The Green Team received a Sustainable Jersey Grant to pilot this program for 18 months where restaurants will be linked with food pantries with leftover food.



RESOLUTION NO. 2023-439

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO EXECUTE A MEMORANDUM OF AGREEMENT WITH INTERFAITH NEIGHBORS, INC. IN ORDER TO CARRY OUT ACTIVITIES AND TO ACCOMPLISH THE OBJECTIVES ENVISIONED FOR THE ASBURY PARK FOOD WASTE DIVERSION PROGRAM.

WHEREAS, the City of Asbury Park (“AP”) has organized The Asbury Park Food Waste Diversion Program (hereafter the “Program”) to augment AP’s “Green Team” work in curbing food insecurity in the Asbury Park area and to contribute toward making progress in AP’s Sustainable Jersey Certification Program (the “Program”); and

WHEREAS, AP would like to commence the very first New Jersey food waste diversion program that will intersect local businesses, including restaurants, with food security organizations and food pantries; and

WHEREAS, AP has made application to the Sustainable Jersey Grant Program for a \$20,000 grant (the “Grant”) to undertake the Program; and

WHEREAS, AP was awarded and has received half of the funds associated with the Grant such that the Program can be initiated; and

WHEREAS, Interfaith Neighbors, Inc. (“IFN”), as part of its building healthy more equitable community initiative (“BHEC”), as supported by The Robert Wood Johnson Foundation, has been instrumental in organizing a Community Food Connection (“CFC”) across AP which has linked the community food pantries and community spaces so that there is a daily, steady, reliable structure of providing healthy, nutritious food to the AP community; and

WHEREAS, AP desires to link IFN’s leadership and knowledge of the existing CFC to the work of the Program; and

WHEREAS, IFN is willing to direct the Program through the involvement and leadership of its employee Karyn Moskowitz;

WHEREAS, in furtherance of the above, AP and IFN wish to enter into the attached Memorandum of Agreement.

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

1. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Memorandum of Agreement.

2. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Interfaith Neighbors, Inc.;
 - b. Donna M. Vieiro, City Manager;
 - c. Michele Alonso, Director of Planning and Redevelopment; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-439 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK

Memorandum of Agreement

This Memorandum of Agreement is entered into this ____ day of _____, 2023, by and between:

Interfaith Neighbors, Inc., a 501(c) (3) tax exempt New Jersey Corporation, having a principal office located at 810 Fourth Avenue, Asbury Park, NJ 07712 (hereinafter referred to as “IFN”)

-and-

The City of Asbury Park, a municipal corporation of the State of New Jersey, with offices located at 1 Municipal Plaza, Asbury Park, NJ 07712 (hereinafter referred to as “AP”).

WITNESSETH:

WHEREAS, AP has organized The Asbury Park Food Waste Diversion Program (hereafter the “Program”) to augment AP’s “Green Team” work in curbing food insecurity in the Asbury Park area and to contribute toward making progress in AP’s Sustainable Jersey Certification Program; and

WHEREAS, AP would like to commence the very first New Jersey food waste diversion program that will intersect local businesses, including restaurants, with food security organizations and food pantries; and

WHEREAS, AP has made application to the Sustainable Jersey Grant Program for a \$20,000 grant (the “Grant”) to undertake the Program; and

WHEREAS, AP was awarded and has received half of the funds associated with the Grant such that the Program can be initiated; and

WHEREAS, IFN, as part of its building healthy more equitable community initiative (“BHEC”), as supported by The Robert Wood Johnson Foundation, has been instrumental in organizing a Community Food Connection (“CFC”) across AP which has linked the community food pantries and community spaces so that there is a daily, steady, reliable structure of providing healthy, nutritious food to the AP community; and

WHEREAS, AP desires to link IFN’s leadership and knowledge of the existing CFC to the work of the Program; and

WHEREAS, IFN is willing to direct the Program through the involvement and leadership of its employee Karyn Moskowitz.

NOW THEREFORE, in order to carry out the activities and to accomplish the objectives envisioned for the Program, the parties hereto agree as follows:

1. Purpose of the Program:

The purpose of the Program is to prevent food waste from the many restaurants in AP by providing a redistribution and diversion infrastructure that will connect local non-profit organizations and non-profit food pantries with the excess of good, healthy quality food from participating restaurants (hereafter all such organizations together referred to as “Program Participants”). It shall be a secondary purpose of the Program that it be developed so that it might be easily replicable across other municipalities.

2. Program Action Plan:

Commencing on the date stated in paragraph 4 below as the “Start Date”, IFN shall begin to coordinate a plan of action (hereafter the “POA”) for the Program and will use its best efforts for 78 consecutive weeks to put in place as best possible the POA to commence the Program. IFN will engage related Program participants (set forth in paragraph 3 hereto) to develop the Program. The POA will address the tasks and actions set forth in Exhibit A hereto. IFN personnel shall commit 10 hours per week to the Program. IFN represents and agrees it will be responsible for sourcing, purchasing, distributing containers to potential food donors; providing a survey for restaurants to track food donations ; facilitating/connecting parties for the pickup and drop-off of food donations; creating promotional materials and the distribution thereto in connection with IFN’s marketing materials, as well as other outlets; writing copy for news and social media exposure; educating restaurants on safe food donations and recruiting additional donor restaurants. Notwithstanding anything herein to the contrary, the parties hereto understand and agree the Program requires that organizations and restaurants across AP enthusiastically commit to participating in the development of the Program and there is no assurance such support will develop to a meaningful level over the 78 weeks of the Program’s development.

3. Program Support:

AP represents and agrees that it has secured, at no cost to IFN or the Program, the engagement of AP’s Green Team for assistance as might be requested by IFN.

Conditioned upon receipt of the full amount of the Grant funds by AP, IFN shall be paid the entirety of the Grant funds over the Term (as defined below) of this Agreement in \$5,000 increments paid every 20 weeks, until paid in full (hereafter the “Periodic Payments”). AP agrees that IFN shall be permitted to utilize \$2,450 of the Grant funds for marketing (\$450), Coolers/Hot Bags (\$500) and food containers (\$1,500), if needed, and with all other funds from the Periodic payments to be paid for IFN’s coverage of its employee costs for advancing the Program.

4. Term of this Agreement:

IFN shall commence its services as set forth in paragraph 2 hereof on the later of (i) the date this Agreement is signed by both parties and (ii) upon IFN's receipt of \$5,000 from the Grant funds (hereafter the later date of (i) or (ii) occurring being the "Start Date") and shall terminate 78 consecutive weeks from the Start Date (the "Term"), unless terminated as provided in paragraph 5 below.

5. Termination of this Agreement:

This Agreement may be terminated at any time by either party, without fault If any of the Periodic Payments are not timely paid, and remain unpaid after notice of default in non- payment having been delivered to AP, shall go uncured for 7 days from the notice given, IFN may terminate the Agreement.

6. Miscellaneous Provisions:

a. Indemnification.

AP and IFN acknowledge and agree that neither party shall be responsible to the other for any loss, injury or other damage claimed to the person or property of any agent, employee or volunteer participating in this Program, unless such loss, injury or damage results from the gross negligence or willful misconduct of the other party, its agents, officers, or employees. AP hereby does, on behalf of itself, its agents, employees, contractors, and Program Participants, indemnifies and holds harmless IFN its officers, trustees, employees, volunteers, contractors and agents from and against any and all claims, suits, loss or damage claimed by any party resulting from IFN's assistance in developing and carrying out any aspect of this Program.

b. Non-exclusivity.

Each Party may at any time and from time to time conduct its own business and engage in and possess interests in other business ventures of any and every type and description, independently or with others, provided no funds under the Grant are diverted from IFN and the purpose of the Program.

c. Notices.

All notices required or permitted by this Agreement shall be in writing and may be delivered in person, by e-mail, by reliable overnight courier, by registered, certified or express mail, with postage prepaid, return receipt requested, or may be transmitted by facsimile, to each Party at the addresses set forth in the preamble of this Agreement or to such other address as shall, from time to time, be supplied in writing by any Party to the others.

d. Assignment.

Except as may be permitted in this Agreement, no Party hereto may assign, delegate, subcontract or otherwise transfer this Agreement or any of its rights or obligations hereunder without the written approval of the other Party.

e. No Oral Modifications; Amendments; Waivers.

Except as otherwise provided in this Agreement, any waiver, amendment or other modification of this Agreement shall not be effective unless in writing and signed by the Party against whom enforcement is sought.

f. Captions.

Any article, section or paragraph titles or captions contained in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement and have no binding legal effect.

g. Severability.

If any provision of this Agreement shall be held invalid, it shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

h. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the Parties hereto, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

i. Further Assurances.

The Parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be delivered, all such other instruments, and will take all such other actions, as any Party hereto may reasonably request from time to time in order to effectuate the provisions and purposes hereof.

j. Entire Agreement.

This Agreement and any schedules and exhibits attached hereto constitute the entire and exclusive statement of the agreement between the parties hereto.

k. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey and in the County Courts of Monmouth County, New Jersey.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto affixed their signatures and seals on the day and year first referenced above.

Interfaith Neighbors, Inc.:

By:_____

Witness

The City of Asbury Park:

By:_____

Witness



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-440

Donation to the Asbury Park Community and Cultural Affairs



RESOLUTION NO. 2023-440

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

RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR REVENUES DERIVED FROM DONATIONS REQUIRED BY N.J.S.A. 40A:5-29

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.S.A. 40A:5-29 provides for the acceptance of a \$250.00 donation for Asbury Park Community and Cultural Affairs and,

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the donations collected is hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement:

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

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures for the Asbury Park Community and Cultural Affairs from donations collected as per N.J.S.A. 40:5-29.
2. The Clerk of City of Asbury Park, County of Monmouth, State of New Jersey is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-440 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-441

Urban Enterprise Zone Assistance Funding for Asbury Park UEZ Employee Retention Stipend Project for an amount not to exceed \$200,000.



RESOLUTION NO. 2023-441

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

RESOLUTION AUTHORIZING THE USE OF FUNDS DESIGNATED FOR THE CITY OF ASBURY PARK FROM THE FISCAL YEAR 2023 ASBURY PARK URBAN ENTERPRISE ZONE FUND FOR THE ASBURY PARK EMPLOYEE RETENTION STIPEND PROJECT

WHEREAS, a proposal for the use of Fiscal Year 2023 Employee Retention Stipend Project has been approved by the Urban Enterprise Zone Committee for the following:
Asbury Park UEZ Employee Retention Stipend Project; and

WHEREAS, it is considered to be in the best interest of the City of Asbury Park and the community in particular that Urban Enterprise Zone Assistance Funds be utilized for the above-mentioned purpose.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park does hereby approve the use of Urban Enterprise Zone Assistance Funding for the following project, in accordance with the budget submitted and approved by the Urban Enterprise Zone Committee: **Asbury Park UEZ Employee Retention Stipend Project** for an amount not to exceed **\$200,000**.

BE IT FURTHER RESOLVED that the persons whose names, titles, and signatures appear below or their successors in said titles are authorized to sign any agreement connected with this funding and any other documents necessary in connection therewith:

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-441 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-442

Urban Enterprise Zone Assistance Funding for Asbury Park UEZ Roller Rink Festival Project for an amount not to exceed \$10,000



RESOLUTION NO. 2023-442

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

RESOLUTION AUTHORIZING THE USE OF FUNDS DESIGNATED FOR THE CITY OF ASBURY PARK FROM THE FISCAL YEAR 2023 ASBURY PARK URBAN ENTERPRISE ZONE FUND FOR THE ASBURY PARK ROLLER RINK FESTIVAL PROJECT

WHEREAS, a proposal for the use of Fiscal Year 2023 Roller Rink Festival Project has been approved by the Urban Enterprise Zone Committee for the following: **Asbury Park UEZ Roller Rink Festival Project**; and

WHEREAS, it is considered to be in the best interest of the City of Asbury Park and the community in particular that Urban Enterprise Zone Assistance Funds be utilized for the above-mentioned purpose.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park does hereby approve the use of Urban Enterprise Zone Assistance Funding for the following project, in accordance with the budget submitted and approved by the Urban Enterprise Zone Committee: **Asbury Park UEZ Roller Rink Festival Project** for an amount not to exceed **\$10,000**.

BE IT FURTHER RESOLVED that the persons whose names, titles, and signatures appear below or their successors in said titles are authorized to sign any agreement connected with this funding and any other documents necessary in connection therewith:

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-442 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-443

Urban Enterprise Zone Assistance Funding for Asbury Park UEZ Mae and Sold Asbury Park Project for an amount not to exceed \$62,416



RESOLUTION NO. 2023-443

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

RESOLUTION AUTHORIZING THE USE OF FUNDS DESIGNATED FOR THE CITY OF ASBURY PARK FROM THE FISCAL YEAR 2023 ASBURY PARK URBAN ENTERPRISE ZONE FUND FOR THE ASBURY PARK MADE AND SOLD IN ASBURY PARK PROJECT

WHEREAS, a proposal for the use of Fiscal Year 2023 for the Made and Sold in Asbury Park Project has been approved by the Urban Enterprise Zone Committee for the following:
Asbury Park UEZ Made and Sold in Asbury Park Project; and

WHEREAS, it is considered to be in the best interest of the City of Asbury Park and the community in particular that Urban Enterprise Zone Assistance Funds be utilized for the above-mentioned purpose.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park does hereby approve the use of Urban Enterprise Zone Assistance Funding for the following project, in accordance with the budget submitted and approved by the Urban Enterprise Zone Committee: **Asbury Park UEZ Mae and Sold in Asbury Park Project** for an amount not to exceed **\$62,416**.

BE IT FURTHER RESOLVED that the persons whose names, titles, and signatures appear below or their successors in said titles are authorized to sign any agreement connected with this funding and any other documents necessary in connection therewith:

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-443 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-444

To release the Performance Bond for 405-409 Sewell Avenue (Block 3202, 10.01) of \$24,244.00 and accept a 2 year Maintenance Guarantee of \$3,636.60



RESOLUTION NO. 2023-444

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

RESOLUTION OF THE CITY OF ASBURY PARK RELEASING THE PERFORMANCE BOND FOR 405-409 SEWELL AVENUE (BLOCK 3202, LOT 10.01 FORMALLY KNOWN AS LOTS 9 AND 10); AND ACCEPTING MAINTENANCE GUARANTEE

WHEREAS, InSite Engineering, LLC, Planning Board Engineer, has inspected 405-409 Sewell Avenue Block 3202, Lot 10.01 formally known as lots 9 and 10); and

WHEREAS, InSite Engineering, LLC has determined that the condition of the improvements is satisfactory; and

WHEREAS, it is the recommendation of InSite Engineering, LLC that the City of Asbury Park release the Performance Guarantee in the amount of \$24,244.00 upon a posting of a two (2) year Maintenance Guarantee in the amount of \$3,636.60, provided that the release of the Performance Bond is contingent upon the payment of all outstanding escrow invoices.

WHEREAS, it is the intention of the City Council and in the best interest of the City of Asbury Park to release the Performance Guarantee and accept a two-year Maintenance Guarantee in the amount referenced herein, contingent upon the payment of all outstanding escrow invoices, in accordance with the InSite Engineering, LLC's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park that the performance guarantee for 405-409 Sewell Avenue in the amount of \$24,244.00 be released, and accept a two (2) year maintenance guarantee for \$3,636.60

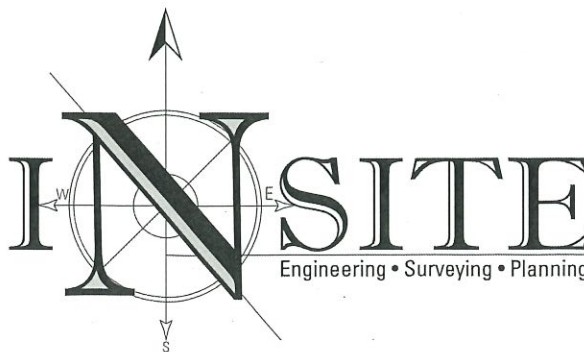
BE IT FURTHER RESOLVED that copies of this resolution shall be provided to the Finance Director, InSite Engineering, LLC, Planning Board Secretary and applicant for their information and attention.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-444 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK

City of Asbury Park
 Planning Board
 c/o: Marie Rodrigues
 Board Secretary and Clerk
 Municipal Complex
 1 Municipal Plaza
 Asbury Park, NJ 07712



Via Email: Marie.Rodrigues@cityofasburypark.com

August 10, 2023

Subject: **PERFORMANCE GUARANTEE → MAINTENANCE GUARANTEE**
405-409 Sewall Avenue
 Block 3202, Lots 9 & 10;
 City of Asbury Park, Monmouth County, NJ

Ms. Rodrigues:

In accordance with our August 10, 2023 inspection, we find the site improvements complete for the above-referenced development project. Therefore, in accordance with NJSA 40:55D-53, we recommend releasing the applicant's Performance Guarantee.

The construction cost estimate itemized in our October 13, 2020. "Performance Guarantee & Inspection Fees" letter to you was \$24,244.00 (as related to public improvements). In accordance with NJSA 40:55D-53a(1), the applicant therefore posted a Performance Guarantee in the amount of \$29,092.80 (i.e. 120% of the construction cost estimate).

In accordance with NJSA 40:55D-53a(2), the City Mayor and Council may now require the applicant to post a Maintenance Guarantee in the amount of \$3,636.60 (i.e. 15% of the construction cost estimate).

Based on the above information, we recommend the Board and City Mayor and Council release the applicant's Performance Guarantee and proceed with the establishment of the Maintenance Guarantee. The Maintenance Guarantee, shall be held for a period of two (2) years, which period shall commence upon the date of the City Mayor and Council's acceptance of the site improvements.

Please note the applicant remains responsible for all site improvements related to this development project. The City and this office shall not be held responsible for any physical improvements related to this development project.

InSite Engineering, LLC

1955 Route 34, Suite 1A • Wall, NJ 07719
 732-531-7100 (ph) • 732-531-7344 (fx) • InSite@InSiteEng.net • www.InSiteEng.net
 Licensed in NJ, PA, DE, NY, CT, NC, DC, & CO

Attachment: Insite release bond letter and amount for 2 year maintenance (2023-444 : Performance Bond release for 405-409 Sewall Avenue

Performance Guarantee → Maintenance Guarantee
City of Asbury Park Zoning Board
City of Asbury Park, Monmouth County, NJ

Page 2 of 2
August 10, 2023
Block 3202; Lots 9 & 10

If you have any questions or require further information, please contact me anytime.

Sincerely,
InSite Engineering, LLC



Jason L. Fichter, PE, PP, CFM, CME
Zoning Board Engineer

cc: Jack Serpico, Esq., Board Attorney
Michele Alonso, Director of Planning and Redevelopment

JserpicoLaw@aol.com
Michele.alonso@cityofasburypark.com

InSite Job # 19-442-48

InSite Engineering, LLC

1955 Route 35, Suite 1A • Wall, NJ 07719
732-531-7100 (ph) • 732-531-7344 (fx) • InSite@InSiteEng.net • www.InSiteEng.net
Licensed in NJ, PA, DE, NY, CT, NC, DC, & CO

**NEW JERSEY ADMINISTRATIVE CODE
TITLE 5. DEPARTMENT OF COMMUNITY AFFAIRS
CHAPTER 36. DEVELOPMENT AND REDEVELOPMENT ACTIVITIES
SUBCHAPTER 4. STANDARDIZED FORMS FOR PERFORMANCE GUARANTEES**

Current through November 5, 2007; 39 N.J. Reg. No. 21

5:36-4.2 Maintenance Surety Bond

Bond # CE11499800947-M

The standardized form of **maintenance surety bond** required by an approving authority pursuant to section 41 of P.L. 1975, c.291 ([N.J.S.A. 40:55D-53](#)) shall be as follows:

Block(s)	<u>3202</u>	Lot(s)	<u>9 & 10</u>
-----------------	--------------------	---------------	--------------------------

MAINTENANCE SURETY BOND

We, 407 Sewall, LLC, having offices at 1412 Main Street, Asbury Park, NJ 07712, as principal, and Philadelphia Indemnity Insurance Company, having offices at One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-1403, a corporation duly licensed to transact a **Surety** business in the State of New Jersey, as **Surety**, are indebted to the municipality of Asbury Park in the county of Monmouth, Obligee, in the sum of Three Thousand Six Hundred Thirty Six and 60/100 Dollars (\$3,636.60), for which payment we bind ourselves and our respective heirs, legal representatives, successors, and assigns, jointly and severally.

On July 28, 2020, principal was granted approval by the Zoning Board of Adjustment of the City of Asbury Park for Block 3202, Lots 9 & 10: 405-409 Sewall Avenue.

This **bond** shall become effective upon approval or acceptance of the improvements by the governing body, as certified by the resolution of the governing body, which is, or shall be, attached hereto and made a part hereof. The improvements subject to this **bond** are as follows: Block 3202, Lots 9 & 10: 405-409 Sewall Avenue. The certification of the cost of such improvements by the municipal engineer is attached hereto and made a part hereof.

Pursuant to municipal ordinance, adopted under authority of the Municipal Land Use Law ([N.J.S.A. 40:55D-1](#) et seq.), the principal, as a condition of approval or acceptance of improvements, hereby furnishes this **maintenance bond** in the amount of \$3,636.60 (not to exceed 15 percent of the cost of the improvements as certified by the municipal engineer), written by Philadelphia Indemnity Insurance Company, a **Surety** licensed in the State of New Jersey, guarantying full and faithful compliance with all terms and conditions of the approval. The **bond** shall continue in effect for a period of Two (2) (not to exceed two years) from the date of approval or acceptance of the said improvements.

This **bond** is issued subject to the following expressed conditions:

1. This **bond** shall not be subject to cancellation either by the principal or by the **Surety** for any reason until the end of the period for which it is required to be maintained.
2. The aggregate liability of the **Surety** under this **bond** shall not exceed the sum set forth above.
3. In the event that the improvements subject to this **bond** exhibit any defects in functioning, materials or quality of work, the municipal governing body may, at its option, and upon at least 30 days prior written notice to the principal and to the **Surety** by personal delivery or by certified or registered mail or courier, declare the principal to be in default and, in the event that the **Surety** fails or refuses to perform the necessary corrective work, claim payment under this **bond** for the cost of any work

required for the proper correction of any such defects in the said improvements. In the event that any action is brought against the principal under this **bond**, written notice of such action shall be given to the **Surety** by the municipality by personal delivery or by registered or certified mail or courier at the same time.

4. The **Surety** shall have the right to repair any defects in functioning, materials or quality of work and, to that end, to do such corrective work as may be necessary in accordance with the terms and conditions of the original approval, either with its own employees or in conjunction with the principal or another contractor; provided, however, that as an alternative to performing such **maintenance** or corrective work it may, in its sole discretion, make a monetary settlement with the municipality.

5. This **bond** shall inure to the benefit of the municipality only and no other party shall acquire any rights hereunder.

Date: August 29, 2023

Witness/Attest:

CBACW

407 Sewall, LLC

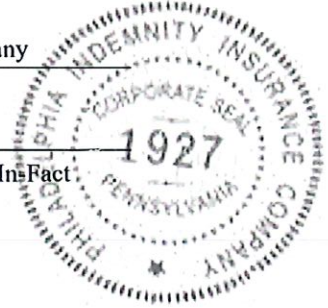
[Signature]
Principal

Witness/Attest:

Christie Duine

Philadelphia Indemnity Insurance Company

[Signature]
Surety John D. Weisbrot, Attorney-In-Fact





A Member of the Tokio Marine Group

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATION

PHILADELPHIA INDEMNITY INSURANCE COMPANY (the "Surety") hereby certifies the following:

1. The Surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of New Jersey, of the Surety participating in the issuance of the attached bond is in the following amount as of the calendar year ended December 31, 2021 which amounts have been certified as indicated by PriceWaterhouseCoopers, certified public accountants:

Capital: \$ 4,500,000

Surplus: \$ 3,045,464,239

3. With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective as of July 1, 2022, is as follows:

Underwriting Limit: \$304,546,000

4. The amount of the bond to which this statement and certification is attached is \$ 3,636.60
5. If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item 3 above, then for each such contract of reinsurance:
 - a. The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: n/a ; and
 - b. Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item 5a. satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

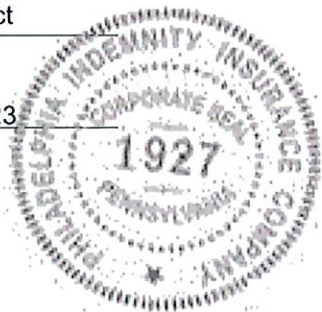
I, John D. Weisbrot, as Attorney-In-Fact for Philadelphia Indemnity Insurance Company, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.


Signature of Certifying Agent

John D. Weisbrot
Printed Name of Certifying Agent

Attorney-In-Fact
Title of Certifying Agent

August 29, 2023
Date



Attachment: Maintenance bond 9.6.23 (2023-444 : Performance Bond release for 405-409 Sewell Avenue (Block 3202, Lot10.01))

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JOHN D. WEISBROT, MELISSA L. MCDADE OR STEVEN M. VARGA its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



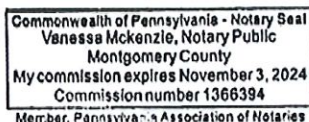
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of August, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INDEMNITY INSURANCE COMPANY
Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus
(in thousands, except par value and share amounts)

Admitted Assets

	As of December 31,	
	2022	2021
Bonds (fair value \$7,902,637 and \$8,447,694)	\$ 8,709,823	\$ 8,102,442
Preferred stocks (fair value \$14,560 and \$19,262)	14,560	19,262
Common stocks (cost \$24,136 and \$44,923)	28,395	43,194
Mortgage loans	1,074,734	957,986
Real estate	21,779	29,408
Other invested assets (cost \$212,500 and \$194,229)	234,138	218,926
Receivables for securities sold	476	152
Cash, cash equivalents and short-term investments	95,212	128,587
Cash and invested assets	10,179,117	9,499,957
Premiums receivable, agents' balances and other receivables	955,218	914,676
Reinsurance recoverable on paid loss and loss adjustment expenses	64,607	45,200
Accrued investment income	88,001	74,000
Receivable from affiliates	4,406	5,171
Federal income taxes receivable	21,231	8,144
Net deferred tax assets	150,526	141,943
Other assets	11,196	9,953
Total admitted assets	\$ 11,474,302	\$ 10,699,044

Liabilities and Capital and Surplus**Liabilities:**

Unpaid loss and loss adjustment expenses	\$ 5,680,508	\$ 5,436,808
Unearned premiums	1,766,050	1,658,339
Reinsurance payable on paid loss and loss adjustment expenses	39,160	35,820
Ceded reinsurance premiums payable	119,157	130,474
Commissions payable, contingent commissions and other similar charges	247,996	228,628
Funds held	82,555	77,317
Payable to affiliates	21,337	19,465
Provision for reinsurance	678	471
Payable for securities purchased	42,426	19,045
Accrued expenses and other liabilities	58,292	47,213
Total liabilities	8,058,159	7,653,580

Capital:

Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
---	-------	-------

Surplus:

Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	3,025,572	2,654,893
Total surplus	3,411,643	3,040,964
Total capital and surplus	3,416,143	3,045,464
Total liabilities and capital and surplus	\$ 11,474,302	\$ 10,699,044

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

Commonwealth of Pennsylvania - Notary Seal
Kimberly A. Kessleski, Notary Public
Montgomery County
My commission expires December 18, 2024
Commission number 1245769
Member, Pennsylvania Association of Notaries

Sworn to before me this 6th day of June 2023.

DocuSigned by:

Karen Gilmer-Pauciello

Karen Gilmer-Pauciello, EVP & CFO

Kimberly Kessleski, Notary



State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **May 02, 2023**

NAIC Company Code: **18058**

THIS IS TO CERTIFY THAT THE **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2024, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

01 - Fire and Allied Lines
10 - Aircraft Physical Damage
11 - Other Liability
12 - Boiler and Machinery
13 - Fidelity and Surety
15 - Burglary and Theft
16 - Glass
17 - Sprinkler Leakage and Water Damage
19 - Smoke or Smudge
02 - Earthquake
20 - Physical Loss to Buildings
22 - Mechanical Breakdown/Power Failure
26 - Accident and Health
04 - Ocean Marine
05 - Inland Marine
07 - Automobile Liability Bodily Injury
08 - Automobile Liability Property Damage
09 - Automobile Physical Damage
18 - Livestock



MARLENE CARIDE

COMMISSIONER OF

BANKING AND INSURANCE

COMPANY NAME: PHILADELPHIA INDEMNITY INSURANCE COMPANY NAIC COMPANY
CODE: 18058

STATUTORY HOME ADDRESS:
ONE BALA PLAZA
SUITE 100
BALA CYNWYD, PA 19004-1403

SPECIAL CONDITIONS:



Individual Resolutions
Meeting of the Municipal Council
Wednesday, September 13, 2023
RESOLUTION SUMMARY

2023-445

Resolution referring to the Planning Board the zoning portion to permit ADUs in the City of Asbury Park in certain zones for one and two family properties.



RESOLUTION NO. 2023-445

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK REFERRING AN ACCESSORY DWELLING UNIT (“ADU”) ORDINANCE TO THE CITY OF ASBURY PARK PLANNING BOARD, AND DIRECTING THE PLANNING BOARD TO TAKE CERTAIN ACTIONS PURSUANT TO THE NEW JERSEY MUNICIPAL LAND USE LAW

WHEREAS, pursuant to the New Jersey Municipal Land Use Law (“MLUL”), specifically at N.J.S.A. 40:55D-64 and N.J.S.A. 40:55D-26a, the Governing Body must refer any proposed development regulations or any potential revision or amendments to an existing development regulation to the municipal Planning Board for review as to consistency with the Master Plan and/or for any other comments or recommendations; and

WHEREAS, it is desired that Chapter XXX (Land Development Regulations) be amended to permit Accessory Dwelling Units (ADUs) within the R1, R2, R3, and B Zones and the S.T.A.R.S. and Washington Avenue Redevelopment Areas, subject to certain conditions, as set forth in the draft Ordinance (the “Ordinance”) attached hereto as Exhibit “A”; and

WHEREAS, the proposed amendments to Chapter XXX are highlighted in red in the attached Ordinance; and

WHEREAS, pursuant to N.J.S.A. 40:55D-64 and N.J.S.A. 40:55D-26a, the Governing Body wishes to refer the Ordinance to the Planning Board for review and comment prior to introduction thereof; and

WHEREAS, pursuant to N.J.S.A. 40:55D-26a, the Planning Board shall have thirty-five (35) days to prepare and transmit to the Governing Body a report concerning the proposed amendments, including the Board’s recommendations and any other matters as the Board deems appropriate.

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

1. That the Ordinance attached hereto as Exhibit “A” is hereby referred to the Planning Board in accordance with the MLUL, so that the Planning Board may

review the same and determine whether it is consistent with the Master Plan and/or to make any other recommendations that the Planning Board deems appropriate to the Governing Body.

- 2.
2. That, pursuant to N.J.S.A. 40:55D-26, the Planning Board's review of the proposed revisions to the City's existing Land Development Regulations shall be completed within a period of thirty five (35) days after referral, or else the Mayor and Council shall be relieved of the referral requirement.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Asbury Park Planning Board;
 - b. Jack Serpico, Esq., Planning Board Attorney;
 - c. Donna Vieiro, City Manager;
 - d. Michele Alonso, Director of Planning and Redevelopment; and
 - e. Frederick C. Raffetto, Esq., Municipal Clerk.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-445 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

CERTIFIED BY ME THIS 14th DAY OF September, 2023.

LISA ESPOSITO
CITY CLERK

EXHIBIT A

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING CHAPTER XXX, ENTITLED “LAND DEVELOPMENT
REGULATIONS,” OF THE “CODE OF THE CITY OF ASBURY PARK,”
REGARDING ACCESSORY DWELLING UNITS.**

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) are committed to the creation and provision of affordable housing; and

WHEREAS, the Mayor and Council believe that the adoption of an Ordinance to permit and regulate “accessory dwelling units” within certain designated areas of the City represents an opportunity to foster the creation of new affordable housing units through properties which are already developed with existing housing units; and

WHEREAS, in order to minimize potential negative effects associated with “accessory dwelling units,” and to ensure adequate oversight thereof, the Mayor and Council wish to establish certain regulations which shall govern “accessory dwelling units,” including land use requirements and the necessity to obtain an annual license; and

WHEREAS, the Mayor and Council believe that the within regulations shall further the health, safety and welfare of the public.

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 Chapter XXX, entitled “Land Development Regulations,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in the following respects (additions are shown with underline; deletions are shown with ~~striketrough~~):

§ 30-15. DEFINITIONS.

ACCESSORY DWELLING UNIT

Shall mean an additional dwelling unit that:

- a. Is detached, and appurtenant to a permitted structure with a principal residential use;
- b. Is located on the same lot as a permitted principal residential use;

- c. Has no cooking facilities, food preparation facilities, and sanitary facilities in common with the principal use;
- d. Has a separate unit entrance that is not shared with another residence;
- e. Is also referred to as an accessory apartment, alley flat, back house, backyard bungalow, carriage house, coach house, garage apartment, granny flat, guest house or cottage, in-law suite, laneway house, mother-daughter house, multigenerational house, ohana unit, secondary dwelling unit, and/or sidekick.

DWELLING, MULTI-FAMILY

Shall mean a building containing more than two (2) dwelling units; an accessory dwelling unit, as defined by this chapter, does not count towards the unit count.

DWELLING, TWO-FAMILY

Shall mean a building containing two (2) dwelling units; an accessory dwelling unit, as defined by this chapter, does not count towards the unit count.

§ 30-68.3. Height Regulations.

- c. Accessory Structures:
 - 1. In all commercial and industrial districts, the height of accessory structures shall be limited to the height of the principal structure.
 - 2. In all residential districts, with the exception of an accessory dwelling unit, the height of accessory structures shall not exceed 15 feet.
 - 3. The height limit of the structure containing a newly constructed accessory dwelling unit (as defined by Section 30-15) within permitted zones shall be 20 feet.

§ 30-70.3. (R1) - Single Family Residential Zone.

- b. Permitted Accessory Uses.
 - 1. Garages.
 - 2. Personal recreational facilities such as swimming pools, basketball hoops, etc., subject to the requirements of this chapter.
 - 3. Driveways for the parking of personal vehicles, subject to the provisions of this chapter.
 - 4. Any other structure which is clearly incidental to the principal residential use of the premises.

5. Minor home occupations.

6. Accessory dwelling units.

§ 30-70.5. (R2) - One and Two Family Residential Zone.

b. Permitted Accessory Uses.

1. Garages.

2. Personal recreational facilities such as swimming pools, basketball hoops, etc., subject to the requirements of this chapter.

3. Driveways for the parking of personal vehicles, subject to the provisions of this chapter.

4. Any other structure which is clearly incidental to the principal residential use of the premises.

5. Off-street parking facilities as required by this chapter and used exclusively by the occupants of a permitted residential use.

6. Minor home occupations.

7. Accessory dwelling units.

§ 30-70.6. (R3) - Multifamily Residential Zone.

b. Permitted Accessory Uses.

1. Garages.

2. Personal recreational facilities such as swimming pools, basketball hoops, etc., subject to the requirements of this chapter.

3. Driveways for the parking of personal vehicles, subject to the provisions of this chapter.

4. Any other structure which is clearly incidental to the principal residential use of the premises.

5. Minor home occupations.

6. Accessory dwelling units for one and two family homes.

§ 30-71.5 (B) Business District.

c. Permitted Accessory Uses.

5. Accessory Dwelling units for one and two family homes of record.

§ 30-75.1. Accessory Structures in All Zones.

Accessory structures not attached to a principal structure may be erected in a side or rear yard in accordance with the following regulations:

- a. No accessory structures shall be constructed closer than five (5) feet to any side property line.
- b. In the R1 and R2 Zones, accessory structures may be erected in the rear yard not closer than five (5) feet to the side lot line and three (3) feet to the rear lot line.
- c. Except where otherwise specifically permitted by this chapter, accessory structures in multifamily and nonresidential zones shall meet the setback requirements of the principal building.
- d. Except for a licensed ADU, no portion of any accessory structure shall be used for living quarters for people.
- e. When an accessory structure is attached to the principal building it shall be considered as a part of the principal building and it shall comply in all respects with the requirements of this chapter applicable to the principal structure.
- f. With the exception of uncovered decks and pools, accessory structures shall be included in meeting the maximum building and impervious coverage requirements in Schedule 1.
- g. Existing lots in the R1 and R2 District, which contain a single or two-family dwelling, and which do not contain an attached or detached garage, are permitted to construct one accessory building of not more than 100 square feet in area which shall be exempt from the district requirements for building coverage and lot coverage. Such accessory building shall comply with any other applicable bulk or spatial requirements of this chapter. The aforementioned 100 square feet of area may not be applied to the construction of an accessory dwelling unit.
- h. No accessory use is permitted in the front yard.

§ 30-75.2. Personal Recreational Facilities in Residential Zones.

Except for portable swimming pools less than three (3) feet in height and less than ten (10) feet in length or diameter, the following regulations shall apply to permanent and portable swimming pools, tennis courts and similar personal recreation facilities:

- a. The use shall be erected on the same lot as the principal structure and shall require a Construction Permit.
- b. The use may be erected in the side and/or rear yard and shall be not less than five (5) feet from any lot line.
- c. The use shall be appropriately screened and fenced so as not to adversely affect adjoining properties.
- d. Lighting which extends the hours of operation, other than in-pool lights, shall be prohibited.
- e. In the case of swimming pools, all measurements shall be from the pool apron and provision for drainage shall be approved as part of the Construction Permit.
- f. No Personal Recreational Facilities are permitted in the front yard.

§ 30-75.4. Accessory Dwelling Units.

Accessory dwelling units (ADU) shall be allowed in their permitted zones subject to the following:

- a. There shall be no more than one ADU per lot
- b. The ADU shall be a permanent structure.
- b. The lot with the ADU shall not be subdivided to separate the principal structure from the ADU
- c. The ADU shall not be sold separately as a condominium unit or similar owned structure.
- d. For ADUs that are a new structure or expand the footprint and/or height of an existing structure, the floor area and building coverage of the ADU shall not exceed that of the principal use and structure.
- e. The ADU shall have a minimum of two rooms, one of which shall be a bathroom.
- f. The ADU shall have facilities for cooking, preparing food, and sanitation.
- g. Refuse shall not be stored in the front yard.
- h. The ADU shall not eliminate space dedicated to the required parking of the principal use.

- i. All rooms of the ADU shall be accessible from within the unit.
- j. The ADU shall have its own entrance to the unit.
- k. Access stairs and landings, Decks, and porches associated with the ADU shall face toward the interior of the lot and not towards the nearest side and rear yards. Balconies and other upper story outdoor living space are not permitted on an ADU structure.
- l. An ADU shall not be built between the principal use and the front of the lot.
- m. For new construction of the ADU, the ADU shall comply with the bulk requirements of a garage structure of the zoning district in which is it located, except is permitted up to 20 feet of height.
- n. A minimum of one (1) parking space is required for the ADU; this space may be allocated from within an existing driveway with approval by the Planning and Redevelopment Department.
- o. An additional curb cut on a street may not be constructed to service the ADU when one already exists. An additional curb cut may be constructed on an alley.
- p. The ADU shall adhere to the Community Design Regulations for buildings (Section 30-64).
- q. Prior to the issuance of a construction permit and/or zoning permit for an ADU, the applicant must submit a survey, plot plan and architectural plans which depict in detail the size, location, and appearance of the proposed structure, along with utility connections and parking space allocation.
- r. For the issuance of a zoning compliance certificate for the continuation of the use of an existing ADU, the zoning officer shall have the discretion to waive the submission of the supporting documents of a survey, plot plan and architectural plans where the applicant can demonstrate that no changes have occurred since the initial submission of the original documents.
- s. The ADU shall not be eligible to receive a short term rental license pursuant to Section 13-1300 of the City Code.
- t. ADU License.
 - 1. In order to operate an ADU, the property owner must apply for and receive a license that is issued by the Department of Code Enforcement or their designee pursuant to Section 13-1400 of the City Code.
 - 2. The following regulations are required in order to receive and maintain an ADU license:

- (a) The property owner must obtain a zoning permit or zoning compliance certificate, as applicable, from the zoning officer.
- t. Properties upon which non-conforming multifamily uses of record are situated are not eligible for the construction of a new ADU. Conforming and non-conforming two family uses where both units are in the principal structure are permitted to have an ADU in a separate structure if they can meet all the requirements for ADUs.
- u. Within one year of the enactment of this ordinance, all two and three family properties that believe that one of their units fits the definition and legal qualifications of an ADU, may request a zoning verification from the Zoning Officer for the city to acknowledge the ADU and for the property's use to reflect that acknowledgement. After one year, the property will retain its current recorded use, unless changed by the City.
- v. Bonuses.

In order to encourage both affordability and accessibility to ADU's, the following items are offered up as bonuses.

1. Accessibility.

- (a) If the ADU conforms to the New Jersey Barrier Free Code:
 - (1) The property may exceed the permitted building coverage by an additional 5%.
 - (2) The ADU shall have the following fees waived:
 - (i) COAH Residential Development Fees.

2. Affordability.

- (a) An ADU is eligible for bonuses if the following requirements are met:
 - (1) Compliance with the applicable affordable housing requirements for accessory apartments in Chapters 30 & 31 of the Asbury Park Code, as well as the Uniform Housing Affordability Control Rules, N.J.A.C. 5:80-26.1 and the Fair Housing Act, N.J.S.A. 52:27D. This shall include but not be limited to affirmative marketing, maximum rent, and annual increases in rent.
 - (2) A deed restriction for affordable housing, as defined and regulated by Chapters 30 & 31, for a minimum of ten (10) years.

- (b) Where an ADU meets the affordability requirements listed in Section 30-75.4v2(a)(1) above, the lot shall be eligible for the following bonuses:
- (1) The owner of the property shall not be required to occupy the property.
 - (2) The property may exceed the permitted building coverage by an additional 5%; this may be combined with the accessibility bonus for a total additional coverage of 10%.
 - (3) There is no parking requirement for the ADU.
 - (4) The ADU shall have the following fees waived:
 - (i) COAH Residential Development Fees.
 - (ii) Sanitary Sewer Fees.
 - (iii) Zoning Permit Fee.
 - (5) Grant bonus.
 - (i) The City shall appropriate funds in its annual budget to provide one-time grants to assist with the creation of affordable ADUs that are deed restricted for a minimum of ten (10) years as follows:
 - A. \$20,000 per moderate income unit.
 - B. \$30,000 per low income unit.
 - C. \$35,000 per very low income unit.
 - (ii) Process.
 - A. Interested property owners will be able to secure information and application packages from the City's designee to manage the ADU program.
 - B. Interested applicants shall submit complete an application to the City.
 - C. The City will review the application for completeness and, if deemed complete, determine that the applicant has signed a binding contract stating their willingness to rent the ADU to a

household that qualifies for moderate or low-income housing.

- D. Recommendations for funding shall be sent by the City to the City Clerk for inclusion on the agenda for the City Council. If all program criteria and zoning requirements have been met and certified by the Zoning Officer in writing, the Council shall approve the funding of the ADU from funds allocated for the program when available and shall authorize the City Attorney to prepare an ADU grant agreement and affordability deed restriction.
- E. Funding will be provided to the approved ADU as follows:
 - i. Twenty-five percent (25%) will be provided once the deed restriction is recorded.
 - ii. Twenty-five percent (25%) will be provided at the issuance of the first construction permit.
 - iii. Twenty-five percent (25%) will be provided at the issuance of the certificate of occupancy.
 - iv. Twenty-five percent (25%) will be provided when the lease is executed with the initial prospective tenant.
- F. Before a construction permit and a certificate of occupancy may be issued:
 - i. The applicant shall have entered into an agreement with the City per Section 30-75.4v2(b)(5)(ii)(D) above to the effect that the proposed ADU shall be constructed, occupied, and maintained in a manner that complies with all of the requirements of the New Jersey Council on Affordable Housing, including the following: the minimum ten (10) year length of affordable housing deed restriction; the necessity of affirmatively marketing the unit; the basis for calculating the maximum permitted rent and all

incremental increases in the permissible rent; the method and timing of payments and subsidies by the City; and any other relevant matters consistent with the intent and purpose of this section and the affordable housing program in general.

ii. The applicant is required to contract with the municipality's Affordable Housing Administrative Agent or other designee approved by The City.

iii. All necessary agreements shall be signed by the applicant and the designee of the City.

iv. The deed restriction for the minimum ten-year affordability control shall be filed and recorded with the County Clerk.

G. All subsidy monies shall be refunded to the City should the affordable ADU not be occupied by a qualified tenant within one year of granting the subsidy. Additionally, should the affordable ADU not be produced or rented to a qualified household, or if the property owner violates any requirements of the deed restriction during its term, then the subsidy shall be returned to the City and deposited in the Housing Trust Fund.

H. The City shall establish a tracking database of all permitted and recorded ADUs using data provided by the license program.

§ 30-110.3. Scattered Site Redevelopment Area.

Ordinance No. 2637 adopted 5-7-2003. An ordinance approving a Redevelopment Plan for the Scattered Site Redevelopment Area pursuant to the New Jersey Local Redevelopment and Housing Law.

Ordinance No. 2668 adopted 12-3-2003. An ordinance approving a redevelopment plan for the Scattered Site Redevelopment Area.

Ordinance No. 2676 adopted 3-17-2004. An ordinance adopting an amendment to the Scattered Sites Redevelopment Plan at 603 First Avenue.

Ordinance No. 2775 adopted 5-3-2006. An ordinance approving and adopting an amendment to the Scattered Site Redevelopment Plan, Phase 1A, 408 Third Avenue.

Ordinance No. 2869 adopted 5-7-2008. An ordinance amending Phase 1A of the Scattered Site Redevelopment Plan relating to the former Metropolitan Hotel Site, located at 309 Asbury Avenue (Block 147, Lot 1).

Ordinance No. 3012 adopted 4-18-2012. An ordinance amending the Scattered Site Redevelopment Plan, Phase 1A, relating to the property located at 408 Third Avenue.

Ordinance No. 3014 adopted 5-2-2012. An amending the Scattered Site Redevelopment Plan, Phase 1A, relating to the property located at 309 Asbury Avenue.

Ordinance No. 2017-38 adopted 10-25-2017. Allows certain property to be used as an accessory parking lot to service philanthropic use of another site.

Ordinance No. 2019-46 adopted 11-26-2019. Amends map and removes Block 3202, Lot 9 (formerly Block 141, Lot 3).

Ordinance No. _____ adopted ____ - ____ -2022. An Ordinance Amending the Scattered Site Redevelopment Plan to permit ADUs as an accessory use in accordance with the requirements set forth in Section 30-75.4.

§ 30-110.5. S.T.A.R.S. Redevelopment Plan.

(Strategic Target Area Rebuilding Spirit (STARS))

Ordinance No. 2548 adopted 7-5-2000. An ordinance creating the STARS Redevelopment Plan.

Ordinance No. 2609 adopted 7-17-2002. An ordinance adopting an amendment an amendment to Strategic Target Area Rebuilding Spirit (S.T.A.R.S.) Redevelopment Plan.

Ordinance No. 2814 adopted 1-17-2007. An ordinance amending the Strategic Target Area Rebuilding Spirit (STARS) Redevelopment Plan, relating to the properties located at 1406-1422 Springwood Avenue (Block 96, Lots 1 through 3 and Lots 42 through 45).

Ordinance No. 2861 adopted 2-6-2008. An ordinance amending the Strategic Target Area Rebuilding Spirit (STARS) Redevelopment Plan — Borden Avenue.

Ordinance No. 2885 adopted 11-12-2008. An ordinance amending the Strategic Target Area Rebuilding Spirit (STARS) Redevelopment Plan, relating to the properties located in Blocks 98, 99 and 100 (area bounded by Borden Avenue, Springwood Avenue, Avenue "A," Atkins Avenue and the Neptune Township border).

Ordinance No. 2020-22 adopted 9-9-2020. Amends the STARS Redevelopment Plan.

Ordinance No. _____ adopted ____ - ____ -2022. An Ordinance Amending the STARS Redevelopment Plan to permit ADUs as an accessory use in accordance with the requirements set forth in Section 30-75.4.

§ 30-110.6. Washington Avenue Redevelopment Plan.

Ordinance No. 2555 adopted 12-6-2000. An ordinance authorizing the City Planning Board to prepare a Redevelopment Plan for the "Washington Avenue" Area.

Ordinance No. 2948 adopted 9-1-2010. An ordinance adopting the Washington Avenue Redevelopment Plan relating to the Washington Avenue Redevelopment Area.

Ordinance No. _____ adopted _____ - _____-2022. An Ordinance Amending the Washington Avenue Redevelopment Plan to permit ADUs as an accessory use in accordance with the requirements set forth in Section 30-75.4.

BE IT FURTHER ORDAINED, that all other provisions of Chapter 30 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, 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.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2022-XX, which was finally adopted by the City Council at a meeting held on the _____ day of _____, 2023.

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2023-29**

**ORDINANCE ESTABLISHING A RESTRICTED PARKING SPACE FOR USE BY
HANDICAPPED PERSONS IN THE CITY OF ASBURY PARK, AND AMENDING AND
SUPPLEMENTING SECTION 7-36, ENTITLED, "HANDICAPPED PARKING," OF
CHAPTER VII, "TRAFFIC," OF THE "REVISED GENERAL ORDINANCES OF THE
CITY OF ASBURY PARK, NEW JERSEY."**

WHEREAS, the City of Asbury Park (the "City") has been requested to create an additional handicapped parking space along Grand Avenue at Deal Lake Drive, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 52 feet south of the southwest corner of Deal Lake Drive (SR-71) and extending 20 feet therefrom; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.5, a municipality may, by Ordinance, establish restricted parking space(s) in front of residences, schools, hospitals and other public buildings, and in shopping and business districts, for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, the Asbury Park Police Department has reviewed and approved this request; and

WHEREAS, the City therefore wishes to designate an additional restricted parking space for use by handicapped person(s) at the aforesaid property, and to amend and supplement Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," accordingly.

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

1. There is hereby established an additional restricted parking space along Grand Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 52 feet south of the southwest corner of Deal Lake Drive (SR-71) and extending 20 feet therefrom, in accordance with the requirements set forth in this Ordinance.

2. The City Engineer is hereby designated to determine whether or not the said parking space and the erection of any signs associated therewith conform to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the Commissioner of Transportation, and any other Department of Transportation

rules and regulations governing parking spaces and signs, and shall certify his approval of the same to the Commissioner of Transportation in accordance with the requirements of N.J.S.A. 39:4-8.1.

3. The City is authorized to erect appropriate signage to designate the handicapped parking space established herein and may mark the street appropriately.

4. Any signs erected or street markings employed to identify the subject parking space shall clearly and conspicuously state "Parking for Handicapped Persons Only."

5. Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended and supplemented to include the following:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Grand Ave.	West	Beginning at a point located 32 feet south of the southwest corner of Deal Lake Drive (SR-71) and Grand Avenue and extending 20 40 feet south therefrom

6. On or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

7. The City reserves the right to terminate the designation of the within handicapped parking space at the City's discretion.

8. All other Ordinances or parts of Ordinances that are inconsistent herewith are hereby repealed to the extent of such inconsistencies.

9. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

10. This Ordinance shall take effect upon final passage and publication in accordance with the law.

11. A certified copy of this Ordinance shall be provided to the Commissioner of Transportation within thirty (30) days of the adoption thereof.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO.

2023-29 which was finally adopted by the City Council at a meeting held on the 13th day of September, 2023

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, September 13, 2023
REGULAR MEETING

Executive Session - 4:00 p.m.

2023-414 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:22 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

PROCLAMATION

1. Recognizing September as Prostate Cancer Awareness Month

SPECIAL EVENT APPLICATIONS:

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

ITEMS TO BE PRESENTED:

Presentation by UEZ Business Development Administrator - Partial Allocation of FY 2023 UEZ Funds

UEZ Business Development Administrator, JulieAnn Murray presented a review of the partial allocation of FY 2023 UEZ funds

Matters from City Council

Council member Ahbez-Anderson stated, I just wanted to make a brief announcement regarding the senior tax freeze workshop. We had one we had one on the 5th, which was at the senior center. We're having the second one on the 19th and then we have another one scheduled here on the 3rd and 17th of October. We are also going to be talking about the anchor program, so we hope that you will come in and get some rebates.

Council member Chapman stated, we often hear about people who want to volunteer in the city. The City of Asbury Park's Community and Cultural Affairs Department is looking for volunteers to help with events throughout the year, such as the Back-to-School Fair, Fall Funday, Annual Easter Egg Hunt, National Night Out, meal kit giveaways, Trunk or Treat, and any other activities that go on in the city, and while we are talking about Trunk or Treat, might be too early to think about it, but we are looking for donations of candy and cars that would like to come participate as well.

Council member Clayton stated, the Quality of Life Committee and Saint Steven's Church are sponsoring a blood drive on Saturday, September 30th. We are asking anyone who can to please donate blood. Their appointments are preferred and it's very easy to make an appointment by calling 800-RED-CROSS or going to RedCross.Org and when they ask you what the keyword is it's Saint Steven's and Stevens is spelled S-T-E-V-E-N-S. We ask you to come out and support us and part of the focus is going to be because this is Sickle Cell Anemia Awareness Month. There is going to be a special focus on identifying people who may have the sickle cell anemia trait. Please come out if you can and please call and make an appointment so you don't have to walk in and wait

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, this Saturday, the 16th from 12pm to 4pm at 142 Dewitt Avenue Rebirth Church, The Mayor's Wellness Committee this month ran by Nina Summerlin. It is going to be a great day and two Asbury Park residents, Beverly Lyons and Commander John H. Morris are going to be honored. I invite everyone to join us and have a great time at the Blue Bishop Community Day 2023. Again, Saturday from 12pm to 4pm, 142 Dewitt Avenue.

Matters from City Manager
City Manager, Donna Viero had no matters at this time.

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

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Sylvia Sylvia made a comment about Leesha Floyd and the summer camp, and Asbury Fest in Bradley Park; and Rita Marano made a comment about parking lots, Sea. Hear. Now. revenue, parking revenue, and beach revenue.

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

MINUTES

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

1. Municipal Council- Executive Meeting August 28, 2023 12:00 PM
2. Municipal Council - Special Meeting - Aug 28, 2023 12:00 PM

CONSENT AGENDA RESOLUTIONS

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

2023-415 Resolution Approving Special Event Applications

2023-416 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 2023 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Mental Health Services
Additional Funds

2023-417 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 2023 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement
Proceeds

2023-418 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 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Madison Marquette Payment for Special Police Boardwalk

2023-420 Resolution to Refund Overpaid Municipal Charges for Various Properties

INDIVIDUAL RESOLUTIONS

2023-421 Resolution Approving Payment of Bills

P.O. #23-02549 was removed from the bill list.

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

2023-422 Resolution Authorizing the Purchase of a Stand On Blower for DPW

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

2023-423 Resolution Authorizing the Purchase of an SUV for Social Services

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

2023-424 Resolution Authorizing Payment for Rental of Equipment for the Back to School Fair

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

2023-425 Resolution Authorizing the Purchase of Fire Department Equipment from VE Ralph & Son Inc. and Continental Fire & Safety with Community Development Block Grant (CDBG) Funds

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

2023-426 Resolution Authorizing Payment to Rapid Pump & Meter Service Co., Inc. for Emergency Service and Repairs to a Variable Frequency Drive Controller at the WWTP

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

2023-427 Resolution Authorizing Payment to Holiday Designs for the Installation of Holiday Lighting through Community Development Block Grant (CDBG) Funding

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

2023-428 Resolution Authorizing Payment to the Boys & Girls Club of Monmouth for Public Facility Upgrades Through Community Development Block Grant (CDBG) Funding

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

2023-429 Resolution Approving Change Order 6 for Memorial Drive Improvements Project

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

2023-430 Resolution Authorizing a Contract with Rescue Products International Inc. for Fire Department Training

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

2023-431 Resolution Authorizing Funding To Community Affairs Resource Center For The Administering Of Rental & Utility Assistance Through The Community Development Block Grant (CDBG) Funding

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

2023-432 Resolution Awarding a Contract to Millenium Communications Group for Security Cameras in Various Locations within Asbury Park

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

2023-433 Resolution Authorizing an Agreement 2023 Fire Department Apparatus and Equipment Testing

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

2023-434 Resolution Amending a Contract with Allied Diesel Service for the Repairs to the Senior Center Bus

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

2023-435 Resolution Amending a Contract with G.M.H. Associates for Thickener Mechanism and Drive Units Needed at the Wastewater Treatment Plant

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

2023-436 Resolution Rescinding Resolution 2022-190 and Authorizing the Purchase of a New Kubota for the Beach Department

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

2023-437 Resolution Rescinding Resolution 2023-303 and Authorizing a Contract for a New Influent Pump #2 at the Wastewater Treatment Plant

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

2023-438 Resolution Rescinding Resolution 2022-438 and Amending the Contract with S. Brothers via Change Order #1 for Roadway Improvement Program

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

2023-439 Resolution Authorizing The City of Asbury Park To Execute A Memorandum of Agreement with Interfaith Neighbors, Inc. In order To Carry Out Activities And To

Accomplish The Objectives Envisioned For The Asbury Park Food Waste Diversion Program.

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

2023-440 Resolution Requesting Permission for the Dedication by Rider For Revenues Derived from Donations Required by N.J.S.A. 40A:5-29

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

2023-441 Resolution Authorizing The Use Of Funds Designated For The City Of Asbury Park From The Fiscal Year 2023 Asbury Park Urban Enterprise Zone Fund For The Asbury Park Employee Retention Stipend Project

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

2023-442 Resolution Authorizing The Use Of Funds Designated For The City Of Asbury Park From The Fiscal Year 2023 Asbury Park Urban Enterprise Zone Fund For The Asbury Park Roller Rink Festival Project

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

2023-443 Resolution Authorizing The Use Of Funds Designated For The City Of Asbury Park From The Fiscal Year 2023 Asbury Park Urban Enterprise Zone Fund For The Asbury Park Made And Sold In Asbury Park Project

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

2023-444 Resolution of the City of Asbury Park Releasing the Performance Bond for 405-409 Sewell Avenue (Block 3202, Lot 10.01 formally known as lots 9 and 10); and Accepting Maintenance Guarantee

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

2023-445 Resolution of The Mayor And City Council of The City of Asbury Park Referring an Accessory Dwelling Unit (“ADU”) Ordinance To The City of Asbury Park Planning

Board, and Directing The Planning Board To Take Certain Actions Pursuant To The New Jersey Municipal Land Use Law

RESULT:	TABLED [UNANIMOUS]
	Next: 9/27/2023 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ORDINANCES

Introduction

2023-29 Ordinance Establishing A Restricted Parking Space For Use By Handicapped Persons In The City Of Asbury Park, And Amending And Supplementing Section 7-36, Entitled, "Handicapped Parking," Of Chapter VII, "Traffic," Of The "Revised General Ordinances Of The City Of Asbury Park, New Jersey."

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/27/2023 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 6:55 PM

A motion to close the meeting was made by Council member Clayton and seconded Council member Chapman. Meeting adjourned at 6:55 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk