



Agenda
Meeting of the Municipal Council
Friday, January 1, 2021
ORGANIZATIONAL MEETING 12:00 PM

I. Call to Order

II. Invocation

III. Salute the Flag

IV. Announcement by City Clerk

1. 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 Reorganization Meeting Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on December 29, 2020, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

V. Swearing in of Newly Elected Officials by Municipal Clerk Melody Hartsgrove

- A. Swearing in of Council Member Amy Quinn
- B. Swearing in of Council Member B. Yvonne Clayton
- C. Swearing on of Council Member Eileen Chapman

VI. Nomination of Deputy Mayor

- A. Swearing in of Deputy Mayor by Municipal Clerk Melody Hartsgrove

VII. Resolutions

1. Consent Agenda

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.

2021-1 Appointment of Deputy Mayor

2021-2 Resolution Establishing Meeting Dates for 2021

- 2021-3 Resolution Designating the Official Newspapers for the City of Asbury Park for the Year 2021
- 2021-4 Resolution Appointing a Deputy City Clerk for the City of Asbury Park
- 2021-5 Resolution of Reappointment of JoAnn Boos to the Position of Chief Financial Officer
- 2021-6 Appointment of Recycling Coordinator
- 2021-7 Authorizing the City Clerk to Execute all Bingo and Raffle Games of Chance Applications that Meet all Provisions Pursuant to Statute for the 2021 Calendar Year
- 2021-8 Authorizing the City Clerk to Execute all of the City of Asbury Park Fire Department Member's Enrollment into NJ State Firemen's Association for the 2021 Calendar Year
- 2021-9 Appointing a Fund Commissioner and Alternate to the New Jersey Intergovernmental Insurance Fund
- 2021-10 Appointment of ADA Compliance Officer and Coordinator
- 2021-11 Designation of Public Agency Compliance Officer
- 2021-12 Resolution Authorizing Premium to Escheat to Municipality After Five Years
- 2021-13 Resolution to Credit Sewer Account for Deduct Meter
- 2021-14 Resolution to Cancel Taxes on City Owned Properties
- 2021-15 Resolution to Authorize Year End Tax Sale 2021
- 2021-16 Resolution of the Mayor and Council of the City of Asbury Park Fixing the Rate of Interest to be Charged on Delinquent Taxes, Assessments and Sewer Accounts for 2021
- 2021-17 Resolution Providing for Fees for Tax Sale Certificate Redemption Calculations
- 2021-18 Resolution Establishing a Service Charge for Returned Checks or Written Instruments
- 2021-19 A Resolution Authorizing Tax Collector, to Complete Agreement for Service and Participate in Electronic Tax Sale Process
- 2021-20 Resolution Approving Tax Sale Costs 2021
- 2021-21 Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications
- 2021-22 A Resolution Authorizing the Tax Assessor to Act as Agent for the City of Asbury Park for the Purpose of Filing and Settling Tax Appeals on Behalf of the Taxing District for the Tax Year 2021
- 2021-23 Resolution Authorizing the Transfer of Real Estate Tax Credits from 2020 to 2021

- 2021-24 Resolution of the Mayor and Council of the City of Asbury Park Designating the Depositories wherein all Public Monies and Other Funds of the Municipality Shall Be Kept
- 2021-25 Resolution Adopting a Debt Management and Capital Policy

2. Individual Resolutions

- 2021-26 Resolution Providing for 2021 Temporary Budget Appropriations
- 2021-27 Resolution Adopting a Cash Management Plan for the City of Asbury Park
- 2021-28 Appointing Frederick C. Raffetto, Esq., to Serve as Municipal Attorney for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2021-29 Appointing Maraziti and Falcon to Serve as Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2021-30 Appointing Archer & Greiner, P.C. to Serve as Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2021-31 Appointing Archer & Greiner, P.C. to Serve as Bond Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2021-32 Appointing Acacia Financial Group, Inc. To Serve as Financial Advisors for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2021-33 Appointing Law Offices of Genova Burns, LLC to Serve as Labor Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2021-34 Appointing Law Offices of Parker McCay, P.A. to Serve as OPRA Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2021-35 Appointing PFK O'Connor Davies to Serve as Auditor for the City and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2021-36 Authorizing the Award of a Contract to the Firm of Kyle + McManus Associates, LLC to Perform Professional Affordable Housing Planning and/or Consulting Services
- 2021-37 Appointing T & M Associates to Serve as Municipal Engineer for the City, and Authorizing the Execution of an Agreement for Professional Engineering Services Associated Therewith
- 2021-38 Resolution Pursuant to N.J.S.A. 40:48-1 Authorizing the City Engineer to Perform Services as Designee to The City Manager for Review of Development Permits in Any Area of Special Flood Hazard

- 2021-39 Resolution Appointing City Prosecutor
- 2021-40 Resolution Appointing Alternate City Prosecutor
- 2021-41 Resolution Appointing City Public Defender
- 2021-42 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of PILOT/RAB Administration
- 2021-43 Amending contract authorizing Clarke Caton Hintz to perform various actions from the Master Plan
- 2021-44 Resolution Approving an Agreement for Services Contract with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-Based Electronic Tax Sale Processing
- 2021-45 Resolution Awarding Professional Community Nursing Services for the City's Department of Social Services January 1, 2021– December 31, 2021
- 2021-46 Appointing Harry Haushalter, Esquire, to Serve as Special Tax Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2021-47 Appointing GJEM Insurance Agency, to Serve as an Insurance Brokerage/Consultant/Risk Manager, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2021-48 Authorizing the Execution of an Agreement for Professional Appraisal Services to BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA
- 2021-49 Appointing Various Firms to Provide Architectural Services for the City, and Authorizing the Execution of an Agreement for Professional Architectural Services Associated Therewith
- 2021-50 Authorizing Appointments to the “Asbury Park TV Committee”
- 2021-51 Appointment to the Business Advisory Committee
- 2021-52 Resolution Approving Appointments to the Community Development Block Grant Committee
- 2021-53 Resolution Authorizing Appointments to “Code Enforcement/Quality of Life Committee”
- 2021-54 Authorizing Appointments to the “Deal Lake Commission”
- 2021-55 Authorizing Appointments to the “Environmental/Shade Tree Commission”
- 2021-56 Resolution Approving Appointments to the City of Asbury Park Green Team
- 2021-57 Resolution Authorizing Appointments to the Parking Advisory Committee
- 2021-58 Resolution Appointing Members to the Wesley Lake Commission
- 2021-59 Appointing Members to the Public Art Commission
- 2021-60 Appointing Members to the Planning Board (Class III and IV)

- 2021-61 Appointing Members to the Zoning Board of Adjustment
- 2021-62 Resolution Approving Appointments to the Mayor's Wellness Committee
- 2021-63 Appointment to the Recreation Advisory Committee
- 2021-64 Resolution Authorizing Appointments to the “Sunset Lake Commission”

VIII. Announcement by Mayor Moor of Mayor's Appointment to the Library Board Committee

IX. Announcement by Mayor Moor of Mayor's Appointment to the Position of Office of Emergency Management ("OEM") Director

X. Announcement of Mayor of Mayor's Appointment to the Planning Board

- 1. Class I Member (Mayor or Mayor's Designee - 1 Year Term)
- 2. Class II Member (Non-Government Body Municipal Official - 1 Year Term)

XI. Comments from Council Members

XII. Comments from Mayor

XIII. Public Participation

XIV. Adjournment



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-1



RESOLUTION NO. 2021-1

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

APPOINTMENT OF DEPUTY MAYOR

WHEREAS, pursuant to N.J.S.A. 40:69A-87, the Mayor shall preside at all meetings of the Municipal Council and have such other powers as specified therein; and

WHEREAS, the Municipal Council wishes to designate another member of the Council with the title of “Deputy Mayor” so that such Council Member may act as the “Mayor” in cases of the Mayor’s absence or disability, or otherwise in the event of the Mayor’s inability to act (per N.J.S.A. 40:69A-87); and

WHEREAS, the Council Member chosen herein shall serve as the “Deputy Mayor” until the time of the next Organization meeting of the Municipal Council, or until such other time as the Municipal Council shall determine by subsequent Resolution.

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

1. That Council Member Amy Quinn is hereby designated with the title of “Deputy Mayor” to act as the Mayor in cases of the Mayor’s absence or disability, or otherwise in the event of the Mayor’s inability to act (per N.J.S.A. 40:69A-87).
2. That this designation shall be effective until the time of the next Reorganization meeting of the Municipal Council, or until such other time as the Municipal Council shall determine by subsequent Resolution.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-1 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
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RESOLUTION SUMMARY

2021-2



RESOLUTION NO. 2021-2

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

RESOLUTION ESTABLISHING MEETING DATES FOR 2021

BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park that for the year 2021 the following shall be the meeting dates City Council:

January 13	July 14
January 27	July 28
February 10	August 11
February 24	August 25
March 10	September 8
March 24	September 22
April 14	October 13
April 28	October 27
May 12	November 10 (11/17 NJSLOM Conference)
May 26	November 23
June 9	December 8
June 23	December 22 (December 25 Christmas)

BE IT FURTHER RESOLVED that all executive session begins at 4:00 p.m., workshop meetings begin at 6:00 p.m. and regular meetings.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-2 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 2nd DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
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RESOLUTION SUMMARY

2021-3



RESOLUTION NO. 2021-3

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

RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS FOR THE CITY OF ASBURY PARK FOR THE YEAR 2021

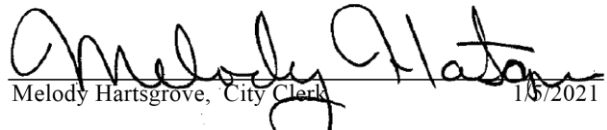
BE IT RESOLVED, by the City of Asbury Park, County of Monmouth, State of New Jersey that the following publications shall constitute the official newspaper(s) of the City of Asbury Park for the 2021 year:

1. The Coaster
2. The Asbury Park Press
3. The Star Ledger

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon final passage and publication in accordance with the law.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-3 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 3rd DAY OF January, 2021.


Melody Hartsgrrove, City Clerk 1/3/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-4



RESOLUTION NO. 2021-4

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

RESOLUTION APPOINTING A DEPUTY CITY CLERK FOR THE CITY OF ASBURY PARK

WHEREAS, pursuant to N.J.S.A. 40A:9-135 and Section 2-5.3 of the Asbury Park City Code, the office of Deputy Clerk has been established in and for the City of Asbury Park; and

WHEREAS, the Deputy City Clerk shall assist the City Clerk with the efficient operation and management of the City Clerk's Office on a daily basis; and

WHEREAS, the Deputy City Clerk have all the powers and perform all the duties of the City Clerk during such times as the City Clerk is absent; and

WHEREAS, pursuant to Section 2-5.3(b) of the Asbury Park City Code, the term for the appointment to the office of Deputy City Clerk and the compensation thereof shall be established by the Mayor and Council; and

WHEREAS, the Mayor and Council have determined to appoint Lisa Esposito to the position of Deputy City Clerk for the City of Asbury Park, to serve at the pleasure of Mayor and Council in accordance with the aforesaid Statute(s) and Ordinance(s).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, County of Monmouth, State of New Jersey, that Lisa Esposito, be and is hereby appointed to the position of Deputy City Clerk for the City of Asbury Park, to serve at the pleasure of the Mayor and Council in accordance with the aforesaid Statute(s) and Ordinance(s).

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-4 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-5



RESOLUTION NO. 2021-5

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

RESOLUTION OF REAPPOINTMENT OF JOANN BOOS TO THE POSITION OF CHIEF FINANCIAL OFFICER

WHEREAS, JoAnn Boos was duly appointed and confirmed to the position of Chief Financial Officer on July 1, 2016, filling an unexpired term; and

WHEREAS, JoAnn Boos is a certified Chief Financial Officer and has satisfied the continuing education requirements for said certification; and

WHEREAS, the City Council is desirous of reappointing JoAnn Boos as Chief Financial Officer for the City of Asbury Park and shall become eligible to receive tenure January 1, 2022.

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

1. JoAnn Boos is hereby reappointed to the position of Chief Financial Officer of the City of Asbury Park.
2. JoAnn Boos's appointment shall be subject to the requirements set forth in the Memorandum of Understanding ("MOU") executed between the City and the State Division of Local Government Services concerning the transitional aid that is received by the City on an annual basis.
4. A certified copy shall be provided to:
 - a. Donna Vieiro, City Manager
 - b. JoAnn Boos, Chief Financial Officer
 - d. Mary Kay Callahan, Personnel Officer
 - f. Director of the NJ Division of Local Government Services
 - g. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-5 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
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RESOLUTION SUMMARY

2021-6



RESOLUTION NO. 2021-6

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

APPOINTMENT OF RECYCLING COORDINATOR

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Asbury Park hereby appoint Yvonne Adams as the Recycling Coordinator for 2021.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-6 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-7



RESOLUTION NO. 2021-7

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

**AUTHORIZING THE CITY CLERK TO EXECUTE ALL BINGO AND RAFFLE
GAMES OF CHANCE APPLICATIONS THAT MEET ALL PROVISIONS PURSUANT
TO STATUTE FOR THE 2021 CALENDAR YEAR**

BE IT RESOLVED by the City Council of Asbury Park City that it hereby authorizes the City Clerk to execute all Bingo, 50/50's, and Raffle Games of Chance Applications pursuant to the statutory provisions of N.J.S.A. 5:8-1 et seq. for the remaining 2021 calendar year; and

BE IT FURTHER RESOLVED that the City Clerk shall furnished the Chief of Police with a copy of each Game of Chance Application, License and Findings and Determination so that he may conduct a background check pursuant to N.J.S.A. 5:8-27.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Asbury Park Chief of Police.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-7 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-8

**RESOLUTION NO. 2021-8**

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

**AUTHORIZING THE CITY CLERK TO EXECUTE ALL OF THE CITY OF ASBURY
PARK FIRE DEPARTMENT MEMBER'S ENROLLMENT INTO NJ STATE
FIREMEN'S ASSOCIATION FOR THE 2021 CALENDAR YEAR**

BE IT RESOLVED by the City Council of Asbury Park City that it hereby authorizes the City Clerk to execute all application for the City of Asbury Park Fire Department Member's Enrollment into the New Jersey State Firemen's Association for the 2021 calendar year.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Asbury Park Fire Department Chief Kevin Keddy.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-8 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 2nd DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-9



RESOLUTION NO. 2021-9

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

APPOINTING A FUND COMMISSIONER AND ALTERNATE TO THE NEW JERSEY INTERGOVERNMENTAL INSURANCE FUND

WHEREAS, the Fund Commissioner shall attend regular meetings of the NJIIF on behalf of the City and otherwise serve as a liaison representative of the City to the NJIIF for the ensuing year; and

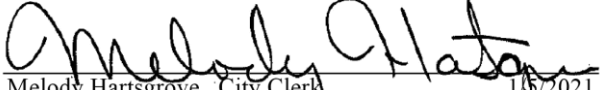
WHEREAS, the Mayor and Council wish to appoint the City Manager to serve as the Commissioner to the NJIIF on behalf of the City for 2021, and Michael Manzella to serve as the alternate Commissioner for 2021.

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

1. Donna Vieiro is hereby appointed to serve as the Fund Commissioner to the NJIIF on behalf of the City for the year 2021.
2. Michael Manzella is hereby appointed to serve as the alternate Fund Commissioner to the NJIIF for the year 2021.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. Michael Manzella, Alternate Commissioner
 - c. Eric J. Nemeth, Esq., NJIIF
 - d. JoAnn Boos, CMFO, Chief Financial Officer

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-9 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-10

**RESOLUTION NO. 2021-10**

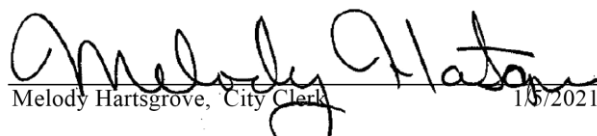
**City of Asbury Park
County of Monmouth
State of New Jersey**

APPOINTMENT OF ADA COMPLIANCE OFFICER AND COORDINATOR

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Asbury Park hereby appoints Donna Vieiro, City Manager as the ADA Compliance Officer for 2021.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-10 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-11



RESOLUTION NO. 2021-11

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

DESIGNATION OF PUBLIC AGENCY COMPLIANCE OFFICER

WHEREAS, N.J.A.C. 17:27-3.2 requires all public agencies awarding contracts for goods and services and/or construction contracts to appoint a Public Agency Compliance Officer (PACO) for a one year term; and

WHEREAS, a Public Agency Compliance Officer is the liaison between the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and the public agency and the PACO is the point of contract for all matters concerning implementation and administration of N.J.S.A. 10:5-31, et seq. and its implementing regulations at N.J.A.C. 17:27-1.1, et seq.; and

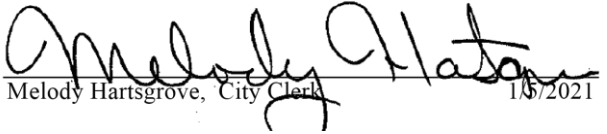
WHEREAS, the City Council desires to appoint the City Manager, as its Public Agency Compliance Officer for 2020.

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

1. That the City Council hereby appoints City Manager Donna Vieiro, as the Public Agency Compliance Officer in accordance with N.J.A.C. 17:27-3.2 for a period of one year.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-11 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.



Handwritten signature of Melody Hartsgrove in cursive script, written over a horizontal line.

Melody Hartsgrove, City Clerk

1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
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RESOLUTION SUMMARY

2021-12

Resolution Authorizing Premiums to Escheat to Municipality After Five Year if Liens were not Redeemed



RESOLUTION NO. 2021-12

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

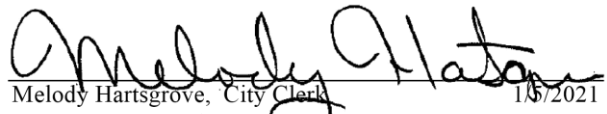
RESOLUTION AUTHORIZING PREMIUM TO ESCHEAT TO MUNICIPALITY AFTER FIVE YEARS

WHEREAS, in accordance with N.J.S.A. 54:5-33: Any premium payments shall be held by the collector and returned to the purchaser of the fee if and when redemption is made. If redemption is not made within five years from date of sale/foreclosure, the premium payment shall be turned over to the treasurer of the municipality and become part of the funds of the municipality.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize, that they hereby authorize the Chief Financial Officer to accept the premiums in for premium of Tax Sale Certificates.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-12 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 1/5/2021

**MELODY HARTSGROVE
CITY CLERK**



Individual Resolutions
Meeting of the Municipal Council
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RESOLUTION SUMMARY

2021-13

Resolution to provide credits to accounts with an irrigation system not utilizing the sewer system.



RESOLUTION NO. 2021-13

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

RESOLUTION TO CREDIT SEWER ACCOUNT FOR DEDUCT METER

WHEREAS: The City of Asbury Park has deduct meters used for irrigation credits and is not connected to a sewer line; and

WHEREAS, it was made certain that New Jersey American Water Company bills for water consumption; and

WHEREAS, it has been determined by the City of Asbury Park Sewer Department that the Tax Collector should issue a sewer credit on accounts with a deduct meter; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit each sewer account with a deduct meter reading each quarter for 2021.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-13 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
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RESOLUTION SUMMARY

2021-14

Resolution to Cancel Taxes on City Owned Properties



RESOLUTION NO. 2021-14

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

RESOLUTION TO CANCEL TAXES ON CITY OWNED PROPERTIES

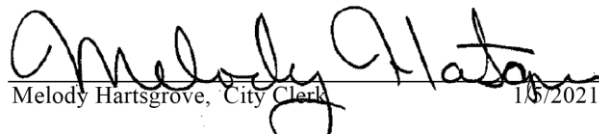
WHEREAS, N.J.S.A. 54:4-54, Allows the County Board of Taxation or the governing body of the taxing district to order the correction to be made and a refund of any payments made (with no interest) when by mistake, a property has been twice entered and assessed on the tax duplicate.

WHEREAS, the tax collector, is reporting the taxes need to be canceled on taxes were assessed to City of Asbury Park owned properties for the tax year 2021:

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park hereby authorizes the cancellation of taxes for the tax year 2021 on City of Asbury Park owned properties.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-14 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-15

Resolution to Authorize Year End Tax Sale 2021



RESOLUTION NO. 2021-15

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

RESOLUTION TO AUTHORIZE YEAR END TAX SALE 2021

WHEREAS, pursuant to P.L. 1997, Chapter 99, a municipality may hold a tax lien sale within the last month of a calendar year for any unpaid taxes or other municipal liens or charges that are in arrears as of the 11th day of the eleventh month of the calendar year; and

WHEREAS, the Tax Collector has advised the City Council that it is advisable for the City to hold such sale during December of 2021 in order to maximize the percentage tax collection rate in calendar year 2021, and minimize the budget requirement for the Reserve for Uncollected Taxes in calendar year; and

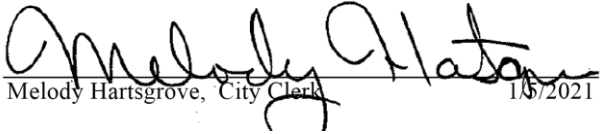
WHEREAS, the Council acknowledges that all proper notification of taxpayers will still be made in accordance with applicable State regulations and that all taxpayers will be given ample opportunities to bring their accounts up to date;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park that the Tax Collector is hereby authorized and directed to schedule and conduct a tax sale during December, 2021, for all taxes and municipal charges unpaid as of November 11, 2021.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Tax Collector and Finance Director forthwith.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-15 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .



Handwritten signature of Melody Hartsgrove in black ink, written over a horizontal line.

Melody Hartsgrove, City Clerk

1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-16

Statutory rates of interest to be charged on delinquent municipal charges



RESOLUTION NO. 2021-16

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

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK FIXING THE RATE OF INTEREST TO BE CHARGED ON DELINQUENT TAXES, ASSESSMENTS AND SEWER ACCOUNTS FOR 2021

WHEREAS, N.J.S.A. 54:4-67 permits the Governing Body of each Municipality to fix the rate of interest to be charged for nonpayment of taxes or assessments subject to any abatement or discount for the late payment of taxes provided by law; and

WHEREAS, N.J.S.A. 54:4-67 has been amended to permit the fixing of said rate of 8% per annum on the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00; and

WHEREAS, N.J.S.A. 54:4-67 has been amended to allow for an additional penalty of 6% to be collected against delinquency in excess of \$10,000.00 on properties that fail to pay the delinquency prior to the end of the calendar year; and

WHEREAS, N.J.S.A. 54:5-19 provides that a municipality may, by resolution, provide for a tax sale no earlier than the last month of the municipality's fiscal year when unpaid taxes or other municipal liens or charges are in arrears in the fiscal year designated in such resolution; and

WHEREAS, Statutes further provide for the City to designate an employee who would be authorized to cancel property tax refunds/credits or delinquencies, and utility credits or balances, which are less than \$10.00.

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

1. The Tax Collector is hereby authorized and directed to charge 8% per annum on the first \$1,500.00 of taxes becoming delinquent after due date, and 18% per annum on any amount of taxes in excess of \$1,500.00 becoming delinquent after due date, and if delinquency in excess of \$10,000.00 remains in arrears beyond December 31st, a penalty of 6% of the amount of the delinquency shall be charged.
2. Effective January 1, 2020, no interest shall be charged if payment on any tax installment

is made within ten (10) calendar days following the date upon which the installment became due.

3. Any payments not made in accordance with Paragraph Two of this Resolution shall be charged the interest from the tax due date.
4. With respect to the Tax Sale Certificates, when the taxes, interest and costs shall exceed the sum of \$5,000.00, an additional sum equal to four percent (4%) of such amount to be paid shall be added to the amount to be paid, and when that sum exceeds \$10,000.00, an additional sum equal to six percent (6%) of such amount to be paid shall be added to the amount to be paid. These charges shall also apply to all existing Certificates being held by the City.

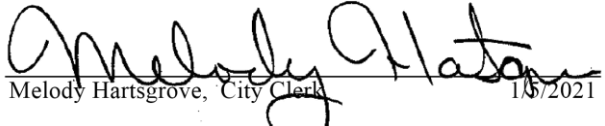
BE IT FURTHER RESOLVED, the City Tax Collector is hereby authorized to cancel any property tax refunds/credits or delinquencies and utility credits or balances, of less than \$10.00.

BE IT FURTHER RESOLVED that the rate of interest to be charged for the nonpayment in full of Sewer charges not received on the due date is eight percent (8%) per annum on the first \$1,500.00 of the delinquency and eighteen percent (18%) per annum on any amount in excess of \$1,500.00 to be calculated from the date the sewer charge was payable until the date of actual payment.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be provided by the City Clerk to the Tax Collector, City Attorney, Chief Financial Officer and the City Auditor for the City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-16 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .



Melody Hartsgrove, City Clerk 1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-17

Resolution to charge a \$50.00 fee for tax sale redemption calculations



RESOLUTION NO. 2021-17

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

RESOLUTION PROVIDING FOR FEES FOR TAX SALE CERTIFICATE REDEMPTION CALCULATIONS

WHEREAS, the Tax office receives requests for tax sale redemption calculations for the payoff of liens against a property; and

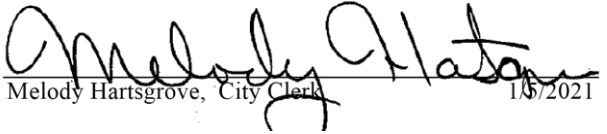
WHEREAS, after the requesting party proving their legal interest in the property and their right of redemption;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park; hereby authorize that the following fees for Tax Sale Certificate redemption calculations shall be charged:

- In accordance with N.J.S.A. 54:5-54, the Tax Collector shall provide to any party entitled to redeem a certificate pursuant to this section (N.J.S.A. 54:5- 54) two calculations of the amount required for redemption within a calendar year at no cost. For each subsequent calculation requested from the Tax Collector there shall be a \$50.00 fee. A request for a redemption calculation shall be made in writing to the Tax Collector.
- In accordance with N.J.S.A. 54:5-97.1, the Tax Collector may charge a lien holder of a tax lien \$50.00 for the calculation of the amount due to redeem the tax lien as required pursuant to N.J.S.A. 54:5-97.1. Any request for a redemption calculation shall specify the date to be used for the calculation, which shall be the date of the notice. Neither the Tax Collector nor the municipality shall be liable for an incorrect calculation. The fee paid to the municipality shall not become part of the lien and shall not be passed on to any party entitled to redeem pursuant to N.J.S.A. 54:5-54.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-17 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .



Handwritten signature of Melody Hartsgrove in black ink, written over a horizontal line.

Melody Hartsgrove, City Clerk

1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-18

\$20 fee assessed to accounts with return checks for insufficient funds.



RESOLUTION NO. 2021-18

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

RESOLUTION ESTABLISHING A SERVICE CHARGE FOR RETURNED CHECKS OR WRITTEN INSTRUMENTS

WHEREAS, N.J.S.A. 40:5-18 was enacted to allow a municipal entity the authority to impose a service charge to be added on an account which was by check or other written instrument returned for insufficient funds; and

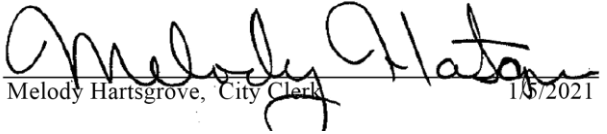
WHEREAS, whenever an account is owing to the City of Asbury Park the service charge shall still apply and shall be collected in the same manner prescribed by law for the collection of the account for which the check or other written instrument was tendered; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park; hereby authorize the following:

1. The service charge at a rate of \$20.00 per check or other written instrument for all checks returned for insufficient funds.
2. This fee shall be in addition to the fee charge by the banking institution refusing to honor the check or written instrument.
3. Any service charge imposed and unpaid shall be collected in the same manner prescribed by law for the collection of the account for which the check or other written instrument was tendered.
4. A certified copy of this Resolution shall be forwarded to the Tax Collector and Chief Financial Officer of the City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-18 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .



Handwritten signature of Melody Hartsgrove in black ink, written over a horizontal line.

Melody Hartsgrove, City Clerk

1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-19

Resolution granting Tax Collector to sign and participate in online electronic tax sale.



RESOLUTION NO. 2021-19

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

A RESOLUTION AUTHORIZING TAX COLLECTOR, TO COMPLETE AGREEMENT FOR SERVICE AND PARTICIPATE IN ELECTRONIC TAX SALE PROCESS

WHEREAS, N.J.S.A. 54:5-19, authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Government Services; and

WHEREAS, the Director of the Division of Local Government Services “also known as DLGS” has promulgated rules and regulations to participate in electronic tax sale without prior approval from DLGS; and

WHEREAS, the Tax Collector has advised that an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process; and

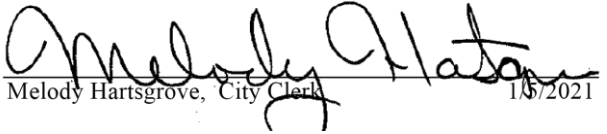
WHEREAS, it is recommended that the Tax Collector be authorized to complete the necessary “Agreement for Services” for the City of Asbury Park to participate in the electronic tax sale program; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Asbury Park that the City of Asbury Park wishes to participate in an electronic tax sale; and

BE IT FURTHER RESOLVED that the, Tax Collector, shall and hereby is authorized to complete an Agreement for Services to participate in the electronic tax sale program.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-19 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .



Handwritten signature of Melody Hartsgrove in black ink, written over a horizontal line.

Melody Hartsgrove, City Clerk

1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-20

Resolution Approving Statutory Tax Sale Costs



RESOLUTION NO. 2021-20

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

RESOLUTION APPROVING TAX SALE COSTS 2021

WHEREAS, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services; and

WHEREAS, the rules and regulations require a municipality to send two (2) notices of tax sale to all properties included in said sale; and

WHEREAS, the rules and regulations allow said municipality to charge a fee of up to \$25.00 per notice for the creation, printing and mailing of said notice; and

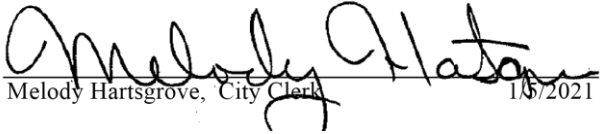
WHEREAS, Pursuant to NJSA 54:5-38, the officer conducting a tax sale shall collect and pay into the municipal treasury a fee for all costs incurred by the municipality in holding the sale. The amount of fee so paid shall be 2% of the existing lien as stated in NJSA 54:4-19 and 54:5-2 but not less than \$15.00 and not more than \$100.00 for each parcel in the sale.

WHEREAS, the City of Asbury Park wishes to charge \$25.00 per notice mailed which will be assessed specifically to the delinquent accounts that are causing the need for a tax sale and not to the general tax base and 2% of the existing lien as stated in NJSA 54:4-19 and 54:5-2 but not less than \$15.00 and not more than \$100.00 for each parcel in the sale.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Asbury Park that a fee of \$25.00 per notice be established and is hereby authorized and directed to be charged for each notice of tax sale that is sent in conjunction with the 2021 electronic tax sale.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-20 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .



Handwritten signature of Melody Hartsgrove in black ink, written over a horizontal line.

Melody Hartsgrove, City Clerk

1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-21



RESOLUTION NO. 2021-21

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

RESOLUTION AUTHORIZING CITY MANAGER TO SIGN NJDEP TREATMENT WORKS APPLICATIONS

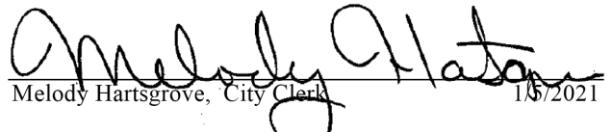
WHEREAS, the Asbury Park City Manager is hereby authorized to sign NJDEP Statements of Consent upon review and recommendation of the City Engineer; and

WHEREAS, a copy of the signed application shall be forwarded to the governing body and Director of Planning and Redevelopment; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the City Manager to sign NJDEP Statements of Consent upon review and recommendations of the City Engineer and forward said application to the governing body and Director of Planning and Redevelopment.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-21 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.


Melody Hartsgrrove, City Clerk 1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-22



RESOLUTION NO. 2021-22

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

A RESOLUTION AUTHORIZING THE TAX ASSESSOR TO ACT AS AGENT FOR THE CITY OF ASBURY PARK FOR THE PURPOSE OF FILING AND SETTLING TAX APPEALS ON BEHALF OF THE TAXING DISTRICT FOR THE TAX YEAR 2021

WHEREAS, the Tax Assessor is knowledgeable regarding the valuation and assessment of properties in the City of Asbury Park; and

WHEREAS, the Tax Assessor has the statutory responsibility, pursuant to N.J.S.A. 54:4-23 to 36 to set assessments for properties in the City of Asbury Park under the Local Property Tax, N.J.S.A. 54:4-1 et seq; and

WHEREAS, the governing body of the Taxing District deems the Tax Assessor to be responsible and acting in the best interests of the municipality.

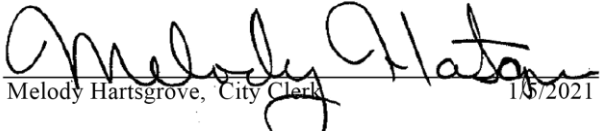
NOW, THEREFORE, BE IT FURTHER RESOLVED by the Council of the City of Asbury Park, that the Tax Assessor is hereby authorized to act as agent for the Taxing District without further governing body approval to:

(a) determine when tax appeals, cross appeals, complaints and counterclaims should be filed on behalf of the Taxing District with regarding to any property located in the City of Asbury Park and accordingly direct the attorney for the Taxing District to file such documents with either the County Tax Board or Tax Court of New Jersey as deemed appropriate.

(b) resolve and settle tax appeals pending before the County Tax Board, Tax Court or Appellate Courts for any tax year and authorize the attorney for the Taxing District to formalize such settlement in the appropriate Courts and/or County Tax Board.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-22 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.



Handwritten signature of Melody Hartsgrove in black ink, written over a horizontal line.

Melody Hartsgrove, City Clerk

1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-23

Transfer of Real Estate Tax Credits from 2020 to 2021



RESOLUTION NO. 2021-23

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

RESOLUTION AUTHORIZING THE TRANSFER OF REAL ESTATE TAX CREDITS FROM 2020 TO 2021

WHEREAS, the City Council of the City of Asbury Park, County of Monmouth, State of New Jersey is in receipt of a request by the Tax Collector for a Resolution authorizing the transfer of certain real property tax and sewer credits as listed on document "Adjustment Batch Verification Listing," attached hereto, from 2020 to 2021 real estate tax and sewer payments due on the same premises; and

WHEREAS, all of the tax and sewer credits as listed on document "Adjustment Batch Verification Listing," shall be transferred from 2020 to 2021 real property taxes due for the same block and lot; and

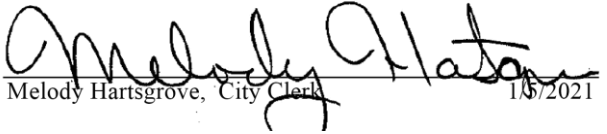
WHEREAS, the City Council has determined that it is appropriate to transfer said credits from the subject tax and sewer accounts, as listed on document "Adjustment Batch Verification Listing," for the year 2020 and 2021; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park, County of Monmouth, State of New Jersey, that the credits for real property taxes as listed on document "Adjustment Batch Verification Listing," attached hereto, shall be transferred to and applied to real property taxes for the identical premises as listed for the year 2020 and 2021; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Tax Collector of the City of Asbury Park for their records

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-23 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .



Handwritten signature of Melody Hartsgrove in black ink, written over a horizontal line.

Melody Hartsgrove, City Clerk

1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-24



RESOLUTION NO. 2021-24

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

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK DESIGNATING THE DEPOSITORIES WHEREIN ALL PUBLIC MONIES AND OTHER FUNDS OF THE MUNICIPALITY SHALL BE KEPT

WHEREAS, under New Jersey Statutes, the Governing Body shall, by Resolution, designate the depositories wherein all public monies and other funds of the Municipality shall be kept; and

WHEREAS, all public officials charged with the custody of such public funds shall hereafter deposit such funds only in the depositories named herein; and

WHEREAS, the Mayor, Chief Financial Officer and Treasurer shall be designated as the authorized signatories on all checking accounts, with at least two signatures being required.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following banks be, and same are hereby designated as depositories for all City funds, and the account specified and maintained therein for the year 2021:

DEPOSITORY

ACCOUNT

CURRENT FUND:

Investors Bank	Current Fund
Investors Bank	Tax Collector's Account
Investors Bank	Central Disbursing Account
Investors Bank	Payroll Account, Flexible Spending Account
Investors Bank	Merchant Service Fee Account

GRANT FUND:

Investors Bank	Grant Fund
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GENERAL CAPITAL FUND:

Investors Bank	General Capital Account
Investors Bank	RCA, Freehold/Middletown

PARKING UTILITY OPERATING FUND:

Investors Bank	Parking Operating
Investors Bank	Parking Utility Refund

PARKING UTILITY CAPITAL FUND

Investors Bank	Parking Utility Capital
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SEWER UTILITY OPERATING FUND:

Investors Bank	Sewer Utility Operating
Investors Bank	Sewer Utility Operating (Asbury Partners)
Investors Bank	Sewer Collector's Account

SEWER UTILITY CAPITAL FUND:

Investors Bank	Sewer Capital Fund Account
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BEACH UTILITY OPERATING FUND:

Investors Bank	Beach Operating Fund Account
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TRUST FUNDS:

Investors Bank	Animal Control Trust Fund
Investors Bank	Trust - Other
Investors Bank	Affordable Housing/Community Initiative
Investors Bank	Child Welfare Trust Account
Investors Bank	Howell RCA Trust Account
1 st Constitution Bank	Wesley Lake Escrow
1 st Constitution Bank	American Water Escrow
Investors Bank	Law Enforcement Trust (Local)
Investors Bank	Community Development Fund
Santander Bank	Madison/Asbury Retail Escrow
Investors Bank	Workers Compensation Trust Account
Santander Bank	Planning/Zoning Escrow Trust Account
Investors Bank	Law Enforcement Trust (Federal)
Investors Bank	Tax Collectors Redemption Account
Investors Bank	Tax Sale Premium Account
1 st Constitution Bank	Beach Urban Renewal Escrow
1 st Constitution Bank	NJ Natural Gas Escrow
Santander Bank	Metro Homes Escrow
Santander Bank	Madison/Wesley Escrow
1 st Constitution Bank	Beach Urban Renewal Inspection Escrow
Investors Bank	Millstone/Wall/Spring Lake RCA
Santander Bank	I-Star2 Escrow
Santander Bank	AEF Savoy Theatre Escrow
Santander Bank	Michaels Development Escrow
1 st Constitution Bank	Springwood Avenue Redevelopment Escrow
1 st Constitution Bank	Mattison Avenue Properties, LLC Escrow

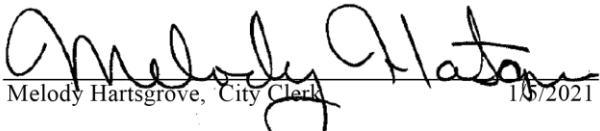
Investors Bank
Investors Bank

Master Escrow
Affordable Housing Trust Fund

All funds of the City of Asbury Park may be invested in New Jersey Cash Management at any time. Moreover, funds may be invested in any one of the designated depositories named in the 2021 Cash Management Plan at the discretion of the Chief Financial Officer.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-24 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.



Melody Hartsgrove, City Clerk 1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-25

To adopt Debt Management and Capital Policy for 2021



RESOLUTION NO. 2021-25

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

RESOLUTION ADOPTING A DEBT MANAGEMENT AND CAPITAL POLICY

WHEREAS, the Mayor and Council of the City of Asbury Park wish to establish policies with respect to Debt Management and Fiscal and Fund Balance Policy and Capital Policy and

WHEREAS, the policies will serve as guidance for staff, committees and the governing body for budgeting, capital planning and other purposes, and

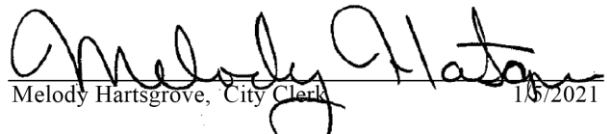
WHEREAS, it is the belief of Mayor and Council that the policies will demonstrate the City of Asbury Park's intent to maintain strong long-term financial health, and

WHEREAS, the policies established hereby will be periodically reviewed and updated to ensure that they are in consonance with needs and desires of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the Debt Management and Capital Policies (see attached) be approved.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-25 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 1/5/2021

MELODY HARTSGROVE
CITY CLERK



CAPITAL POLICY

Capital Policy Elements:

Process Elements:

1. Capital planning, budgeting and analysis
 - a. Asbury Park will annually adopt a 6-year plan to ensure that it is planning for its long term needs and that it allocates capital spending across all of its functional (departmental) needs and to ensure that it is generating adequate capacity within its capital budget to accommodate the large non-recurring projects that are certain to arise on a periodic basis.
 - b. All functional areas will collaborate for capital through an organized planning process. The planning process will occur annually coincident with the budget and will result in a rolling 6-year capital plan that is adopted by Council and revised and updated and re-adopted annually.
 - c. Each department should maintain a schedule of assets that will require renewal/replacement. The schedule should sufficiently itemize the assets, their estimated useful life, and their current life and estimated replacement cost for use in long-term capital planning.
 - d. The Administration should maintain a schedule of large non-recurring capital projects for discussion, use and evaluation by Council when the 6-year plan is discussed.
 - e. The Administration shall be responsible for developing and maintaining the capital plan.
 - f. The most-current year of the capital plan shall anticipate funding sources that are consistent with Asbury Park's debt policy and the Current Fund (Operating) Budget.
 - g. The capital plan is a planning tool only; nothing in this policy shall prevent the Council from spending on capital items or adopting Improvement Authorizations that are not in the capital plan. Nothing in this policy shall obviate the requirement that an improvement Authorization be adopted.
 - h. Improvement Authorization requests shall include a full financial analysis, the extent possible, for the project, including:
 - Estimated total capital costs
 - Annual savings to be realized as a result of the investment
 - Any additional operating expenses that will arise as a result of the investment
 - A calculation of 20-year unlevered Internal Rate of Return and Payback
 - Any additional non-financial costs or benefits arising from the project(It is expected that many projects will not have easily quantified financial returns; however, sound financial management practices call for this type of analysis to ensure that funds are being wisely spent)
2. Management and monitoring of Capital Authorizations
 - a. Improvement Authorizations shall be monitored and managed to avoid unintended consequences on debt and debt service (to avoid over spending relative to the capital plan and debt policy by spending on old Capital Authorizations). The monitoring needs to take into account all Improvements Authorizations that have been approved and not cancelled, regardless of year of approval.

- b. To keep good control over Improvement Authorizations, any project that has not commenced within 2 years of approval of the improvement authorization will be cancelled and, if appropriate, re-submitted for approval.
- c. Once a capital project has commenced, any remaining balance of the Improvement Authorization will be promptly cancelled at project completion, and in the case of multi-year projects, reviewed annually after project commencement.
- d. The Improvement Authorization clean-up process shall occur at the end of each year.

Resolution Adopted January 1, 2021



Debt Management and Fiscal & Fund Balance Policy

INTRODUCTION

The following policy is hereby enacted to standardize the issuance and management of debt for the City of Asbury Park and to provide a general Fund Balance policy. In part, it is the City's goal to have established guidelines of debt management to ensure sound fiscal policy, long term meeting and growth of the City's capital needs, and to maintain or enhance its existing credit rating.

The City of Asbury Park recognizes that one of the keys to sound financial management is a comprehensive Debt Management Policy. These benefits are recognized by bond rating agencies and the development of a Debt Policy is a recommended practice by the Government Finance Officers Association (GFOA). A Debt Policy establishes the parameters for issuing and managing debt. It provides guidelines regarding the timing and purpose for which debt may be issued, presents the types of permissible debt, and the methods of sale that may be used. The Debt Policy should recognize an obligation to fully and timely repay all debt as an essential requirement for entry into the capital markets. Adherence to a Debt Policy helps to ensure that a government maintains a sound financial position and that credit quality is protected. The Debt Policy is to be used in conjunction with the operating and capital budgets, the Capital Improvement Program (CIP), and other financial policies. The advantages of a Debt Policy are:

- Enhancing the quality of decisions;
- Documenting the decision-making process;
- Identifying objectives for staff to implement;
- Demonstrating a commitment to long-term financial planning objectives; and
- Being viewed positively by the bond rating agencies, investment community and taxpayers.

PURPOSE

The Debt Policy Statement sets forth comprehensive guidelines for the financing of capital expenditures. It is the objective of this policy that (1) the City obtains financing only when desirable, (2) the process for identifying the timing and amount of debt financing be as efficient as possible (3) obtain and then retain the highest possible credit rating, (4) obtain the most favorable interest rate and other related costs and (5) comply with full and complete financial disclosure and reporting.

Debt financing, to include general obligation bonds, temporary notes, lease/purchase agreements, debt guaranteed by the City, and other City obligations permitted to be issued or incurred under State statute, should only be used to purchase capital assets that will not be acquired from current resources. The useful life of the asset or project needs to equal or exceed the payout schedule of

any debt the City assumes for that project. This allows for a closer match between those who benefit from the asset and those that pay for it.

To enhance creditworthiness and prudent financial management, the City is committed to systematic capital planning, intergovernmental cooperation and coordination, and long-term financial planning. Evidence of this commitment to capital planning will be demonstrated through adoption and periodic adjustment of the City's Capital Improvement Plan (CIP) and the annual adoption of a multi-year Capital Improvement Budget. Capital Planning shall be the responsibility of the City Administrator.

ANNUAL REVIEW

This Debt Management Policy should be reviewed annually during the annual budget process. Any recommended changes shall be required to be adopted by the City Council.

IMPLEMENTATION

The City's Debt Policy shall be implemented by City Administrator and/or CFO when developing comprehensive debt management guidelines that provides for the following:

- Full and timely payment of principal and interest on all outstanding debt
- That debt be incurred only for those purposes as provided by State statute
- Capital improvements should be developed, approved and financed in accordance with the capital improvement budgeting process as required by the adoption of the annual budget
- The payment of debt shall be secured by the faith, credit and taxing power of the City, in the case of General Obligation, and the by the pledge of specified, limited revenues in the case of other obligations
- Principal and interest retirement schedules shall be structured to: 1) achieve a low borrowing cost for the City, 2) accommodate the debt service payments of existing debt and 3) respond to perceptions of market demand. Shorter maturities should be encouraged to demonstrate that debt is being retired at an aggressive pace
- The City shall select a method of sale that will maximize the financial benefits to the City. Such sales shall be governed by applicable laws, rules and regulations established by the State of New Jersey
- The City can incur debt as per the rules and regulations as promulgated by the State of New Jersey as outlined in N.J.S.A 40A:2-1 et seq. (New Jersey Bond Law) and N.J.S.A 40A:3-1 et seq. (Municipal Qualified Bond Act) or other appropriate laws, regulations or rules
- Maintain an existing Fund Balance (surplus) of 5% - 15% of the previous year's local government tax levy
- Maintain that debt appropriations are moderate in regards to the annual budget with a goal of no more than 15% of appropriations
- The City shall maintain good communications with bond rating agencies to ensure complete and clear understanding of the credit worthiness of the City; and

- Every financial report (AFS, ADS, Official Statement, etc.) shall follow a policy of full, complete and accurate disclosure of financial conditions and operating results.

Primary responsibility for making debt-financing recommendations rests with the CFO with assistance from staff and/or selected consultants. The responsibilities of staff, inclusive of the CFO, shall be to:

- Consider the need for debt financing and assess progress on the current Capital Program and any other program/improvement deemed necessary
- To review applicable debt ratios in accordance with State law
- Review changes in federal and State legislation that affects the City's ability to issue debt and report such findings to the City Administrator
- Review the provisions of Ordinance related to capital affairs
- Review the opportunities for refinancing existing debt
- Recommend services by a financial advisor, bond counsel, or other entity as appropriate
- In December of each year, at a minimum one week before a Council meeting, provide the Council with recommendations of existing Capital Ordinances that can be cancelled
- Two months before a scheduled Note or Bond Sale, at a minimum one week before the next Council meeting, provide the Council with recommendation of existing Capital Ordinances that can be cancelled

In developing financing recommendations, the City staff should consider:

- Effects of proposed actions on the tax rate
- Trends in bond market structures
- Trends in interest rates
- Other factors as deemed appropriate

Debt is intended to be structured to match projected cash flows, moderate the impact on future property tax levies, and maintain a relatively rapid repayment of principal. The City will endeavor to repay as much of the initial principal amount within ten years as practicable. The City will endeavor to maintain a steady annual budget appropriation in efforts reduce future debt by appropriating the highest annual payment of its current debt structure.

The City may use an objective analytical approach to determine whether it desires to issue new General Obligation bonds. Generally, this process will compare ratios of key financial and economic data. The goal will be for the City to maintain or improve its existing credit rating.

The decision on whether or not to issue new General Obligation bonds should be, based, in part, on:

- Cost versus benefit
- The current conditions of the bond market
- The City's ability to issue new General Obligations as determined be the aforementioned benchmarks
- Stabilization of the tax rate/appropriation

FUND BALANCE

Fund Balance, commonly referred to as “surplus” is simply Assets minus Liabilities. The City will make an effort to ensure a regular Fund Balance in reserve (not used in the budget) that is adequate.

The City will follow to the best extent practical, that the GFOA Best Practice recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.

The City can forecast the Fund Balance for the following year in early December. Budget cancellations or other mechanisms to ensure a steady “cash surplus” may be utilized and authorized by the governing body.

The City understands the importance of a Fund Balance policy as it relates to ensuring continued municipal operations and the long-term impacts of credit ratings.

CREDIT RATINGS

It is the responsibility of the CFO, City Administrator, selected City financial consultant or a combination of all to maintain relationships with the rating agencies that assign ratings to the City’s debt. This effort includes providing periodic updates on the City’s financial conditions as requests, answering questions in relations to the City’s financial operations and other actions deemed appropriate.

The City will obtain a rating from Moody’s Investor Service and Standard & Poor’s Rating Agency. The CFO, City Administrator, selected City financial consultant or a combination of all will determine if an additional rating agency is required.

Full disclosure of operations and open lines of communications shall be made to rating agencies used by the City. Whoever the rating agency requests information from, that individual shall be required to provide said information. The City is committed to full and complete financial disclosure and to cooperating fully with rating agencies and investors. The City is committed to meeting secondary disclosure requirements on a timely and comprehensive basis.

At all times, the City shall seek to maintain and, if possible, to improve its current rating(s) so borrowing costs are minimized and access to credit is preserved.

DISCLOSURES

All financial disclosures including annual financial statements, annual debt statements and annual audit reports will be posted to the Electronic Municipal Market Access (EMMA) website.



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-26

To adopt a temporary budget for the payment of bills until the adoption of the regular budget.



RESOLUTION NO. 2021-26

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

RESOLUTION PROVIDING FOR 2021 TEMPORARY BUDGET APPROPRIATIONS

WHEREAS, in the normal operations of the business of the City of Asbury Park, it will be necessary to make contracts, commitments, and payments prior to the adoption of the regular budget for the City of Asbury Park; and

WHEREAS, Revised Statutes 40A:4-19 of the State of New Jersey provide that the Governing Body of any municipality may make temporary appropriations to provide for any contracts, commitments or payments to be made between the beginning of the budget year and the adoption of the final budget; and

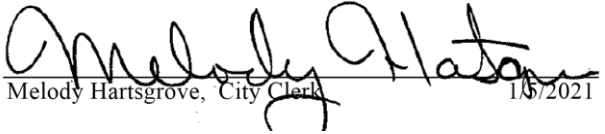
WHEREAS, the date of this resolution is within thirty (30) days of the month of January 2021; and

WHEREAS, the total amount of appropriations hereunder of \$15,074,630 for the General Fund, \$2,133,348 for the Sewer Utility Operating Fund, \$498,113 for the Beach Utility Operating Fund and \$460,282 for the Parking Utility Operating Fund for 2021, exclusive of any 2021 appropriations made for Debt Service, Capital Improvement Fund, and Public Assistance does not exceed 26.25% of the 2020 budget.

NOW, THEREFORE, BE IT RESOLVED that the following Temporary Budget for the City of Asbury Park for the year 2021 be adopted, and a certified copy of this resolution be forwarded to the City's Chief Financial Officer.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-26 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .



Handwritten signature of Melody Hartsgrove in black ink, written over a horizontal line.

Melody Hartsgrove, City Clerk

1/5/2021

MELODY HARTSGROVE
CITY CLERK

CITY OF ASBURY PARK
2021 TEMPORARY BUDGET

CURRENT FUND

	Salaries & Wages	Other Expenses
IN CAP:		
General Administration	\$ 68,775.00	\$ 99,855.00
Mayor & Council	9,975.00	1,287.00
Central Functions		13,781.00
Clerk's Office	62,869.00	14,989.00
Director of Communications	24,281.00	11,419.00
Financial Administration	117,075.00	76,387.00
Audit		13,300.00
Tax Collector	78,199.00	13,782.00
Tax Assessor	55,388.00	30,240.00
Legal Services		72,713.00
Computerized Data Processing	36,567.00	14,293.00
Cable TV Advisory	5,250.00	6,825.00
Planning Department	70,875.00	16,538.00
Planning Board		4,462.00
Zoning Board		4,462.00
Engineering		43,313.00
Code Enforcement	112,958.00	13,125.00
Unemployment Insurance		32,813.00
Liability Insurance		363,563.00
Worker Compensation Insurance		416,315.00
Employee Group Insurance		1,496,250.00
Health Insurance Opt Out		18,375.00
Senior Citizens	47,250.00	37,091.00
Police	2,815,575.00	141,986.00
Fire Department	1,535,756.00	91,028.00
Municipal Prosecutor		16,275.00
Streets and Roads	442,313.00	174,293.00
Solid Waste	42,525.00	446,250.00
Buildings and Grounds	95,944.00	29,400.00
Social Services	37,091.00	13,046.00
Recreation Services	56,963.00	33,075.00
Municipal Court	87,938.00	16,343.00
Public Defender		10,500.00
Uniform Construction Code	134,663.00	9,450.00
Street Lighting		82,688.00
Telephone		27,563.00
Gasoline		65,625.00
Light, Heat and Power		89,250.00
Fire Hydrant Rent		55,125.00
Social Security		215,250.00
Public Employees Retirement System		233,248.00
Police & Firemens Retirement System		1,029,457.00
DCRP		2,363.00
Total Inside CAPS	<u>5,938,230.00</u>	<u>5,597,393.00</u>

Attachment: 2021 Temporary Budget (2021-26 : Temporary Budget - Reorg)

CITY OF ASBURY PARK
2021 TEMPORARY BUDGET

CURRENT FUND

	Salaries & Wages	Other Expenses
O/S CAP:		
Library		164,670.00
Monmouth County 911 and Dispatch Services		663,869.00
BPP		15,750.00
Senior Center Grant		32,320.00
Mental Health Grant		114,972.00
SRO		318,516.00
	<u>-</u>	<u>1,310,097.00</u>
Debt Service:		
Bond Principal		1,430,580.00
Bond Interest		500,000.00
Note Interest		118,748.00
Green Acres Loan		91,932.00
MCIA Lease Principal & Interest		13,650.00
		<u>2,154,910.00</u>
Deferred Charges:		
Special Emergency Authorization 5 years		<u>74,000.00</u>
Total O/S CAP	<u>-</u>	<u>3,539,007.00</u>
	<u>5,938,230.00</u>	<u>9,136,400.00</u>
TOTAL CURRENT FUND BUDGET	<u>\$ 15,074,630.00</u>	

CITY OF ASBURY PARK
2021 TEMPORARY BUDGET

SEWER UTILITY OPEARTING FUND

Salaries and Wages	\$ 154,875.00
Other Expenses	324,713.00
NJEIT-DEP and Admin Fee	5,250.00
Social Security	14,438.00
Bond Principal	1,491,872.00
Bond Interest	120,000.00
Interest on Notes	22,200.00

TOTAL SEWER OPERATING BUDGET	\$ 2,133,348.00
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BEACH UTILITY OPEARTING FUND

Salaries and Wages	\$ 289,275.00
Other Expenses	105,000.00
Public Employees Retirement System	3,938.00
Social Security	21,525.00
Unemployment Compensation	18,375.00
Interest on Notes	7,500.00
Boardwalk Replacement	52,500.00

TOTAL BEACH UTILITY BUDGET	\$ 498,113.00
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PARKING UTILITY OPEARTING FUND

Salaries and Wages	\$ 192,150.00
Other Expenses	253,225.00
Public Employees Retirement System	3,938.00
Social Security	5,250.00
Unemployment Compensation	1,969.00
Interest on Notes	3,750.00

TOTAL PARKING UTILITY BUDGET	\$ 460,282.00
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Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-27

To adopt the Cash Management Plan for 2021



RESOLUTION NO. 2021-27

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

RESOLUTION ADOPTING A CASH MANAGEMENT PLAN FOR THE CITY OF ASBURY PARK

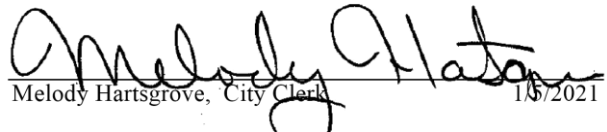
WHEREAS, The State of New Jersey Department of Community Affairs has requested that all government entities update their cash management plans to insure compliance with N.J.S.A. 40A:5-14; and,

WHEREAS, The City of Asbury Park's Chief Financial Officer and Treasurer recommend that the attached Cash Management Plan for Fiscal Year 2021 be adopted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, and the State of New Jersey that the Fiscal Year 2021 Cash Management Plan is hereby adopted as indicated in the annexed document.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-27 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 1/5/2021

MELODY HARTSGROVE
CITY CLERK

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

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

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

CASH MANAGEMENT PLAN OF THE CITY OF ASBURY PARK COUNTY OF MONMOUTH, NEW JERSEY

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the “Plan”) is prepared pursuant to the provision of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits (“Deposits”) and investment (“Permitted Investments”) of certain public funds of the City of Asbury Park (the “City”) pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. DESIGNATION OF OFFICIALS OF THE CITY OF ASBURY PARK AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Chief Financial Officer (the “Designated Official”) of the City of Asbury Park is hereby authorized and directed to deposit and / or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the City of Asbury Park are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

III. DEFINITIONS.

“Arbitrage” refers to the rules and regulations governing the issuance of Bonds or Notes and the reinvestment of the proceeds at a higher yield. These regulations are promulgated by the Internal Revenue Services, Regulation 1.103.

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“Certificate of Eligibility” is the certification issued by the New Jersey Department of Banking and Insurance, Division of Banking that a public depository is eligible to act as a depository for public funds and qualifies as a participant in the New Jersey Governmental Unit Deposit Protection Act (GUDPA).

“Government Money Market Mutual Fund.” An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the “Investment Company Act of 1940,” 15 U.S.C. sec.80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
 - (i) attained the highest ranking of the highest letter and numerical rating of a nationally recognized rating organization; or
 - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the “Investment Advisors Act of 1940,” 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

“GUDPA” requires a bank that accepts public funds to be a public depository. A “public depository” is defined as a state bank, a national bank, a savings bank or association which is located in the State of New Jersey, the deposits of which are insured by the Federal Deposit Insurance Corporation, and which receives or holds public funds on deposit. A Local Unit may make deposits in, or purchase certificates of deposits from, banks which are located in New Jersey and which meet the requirements of GUDPA.

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“Local Government Investment Pool”. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the “Administrative Procedure Act,” P.L. 1968, c. 410 (c.52:14B-1 et seq.) by the local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

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“The New Jersey Cash Management Fund.” The New Jersey Division of Investment is authorized pursuant to N.J.S.A. 52:18A-90.4 to establish, maintain and operate, with the approval of the State Investment Council and the State Treasurer, a common trust fund known as the State of New Jersey-New Jersey Cash Management Fund (the “Fund”). The Fund is authorized to accept deposits from all Local Units of government. The Fund is a “common trust” fund pursuant to the statute, which created such funds within the jurisdiction of the Division of Investment. According to the enabling legislation, monies of Local Units deposited in the Fund must be invested in obligations and bonds, which meet the investment requirements of the statute. These obligations include, among other things, evidences of indebtedness of U.S. corporations. These obligations are less secure than those permitted to Local Units under the Act. Thus, the Fund is riskier than direct investments in federal securities or GUDPA protected deposits by Local Units.

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IV. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

- A. The Plan is intended to cover the deposit and / or investment of the following funds and accounts of the City:

Current Fund	General Capital Fund
Beach Utility Operating Fund	Beach Utility Capital Fund
Parking Utility Operating Fund	Parking Utility Capital Fund
Sewer Utility Operating Fund	Sewer Utility Capital Fund
Trust Funds	Payroll Fund
Grant Funds	

- B. The Plan is not intended to cover the deposit and / or investment of the following funds and accounts of the City.

1. Petty Cash Funds.
2. Cash drawn from a Federal Agency under a letter of credit which cash has to be paid out within 5 working days to a vendor.
3. Deposit, retainage, or amounts posted by way of bond, for such things as faithful performance, if the City would be required by law to pay back any interest earned to the provider of the deposit, except where the City is required by law or court order to invest the funds.
4. Amounts derived from the sale of bonds or notes, only to the extent that a specific written opinion of bond counsel states that the earning of (full) interest would result in the bonds or notes being classified as an arbitrage (not federally tax exempt) issue pursuant to Federal regulations. To the extent that some interest is allowable, it shall be deposited at the most favorable rates obtainable.

V. STANDARDS OF CARE.

1. Employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees shall disclose any material interests in the financial institutions with which business is conducted and they shall

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refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

2. The Chief Financial Officer, under the direction of the Mayor and Council, is responsible for establishing and maintaining internal control. The controls should ensure that the assets of the City are protected from loss, theft, or misuse.

VI. PROCEDURES FOR THE RECEIPT OF MONIES.

A. Department Procedures

1. A receipt shall be issued in duplicate for all transactions involving the receipt of money. A copy of the receipt shall be given to the paying party and the duplicate shall be maintained by the receiving department. All payments and receipts must be recorded.
2. All monies collected or received from any source by or on behalf of the City shall be deposited within forty-eight (48) hours of receipt to the designated bank pursuant to N.J.S.A. 40A:5-15.
3. All monies received shall be placed in a secured place until forwarded for deposit.
4. No department, division or agency shall engage in the practice of cashing checks with public funds. Cashing of employee paychecks is prohibited.

B. Chief Financial Officer (Designated Official)

1. The Chief Financial Officer is responsible for the following accounts: Current, Dog Trust, Other Trust, Capital, Escrows, Payroll, Unemployment, Sewer Operating, Sewer Capital, Law Enforcement Trust, Grant, Beach Operating, Beach Capital, Parking Operating and Parking Capital.

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

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



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

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

2. The Chief Financial Officer shall:

- a. Deposit all monies collected or received from any source by or on behalf of the City within forty-eight (48) hours of receipt to the designated bank pursuant to N.J.S.A. 40A:5-15.
- b. Ensure that all monies deposited are in interest bearing accounts.
- c. Make recommendations of legal public depositories to the City Council who shall by resolution designate said depositories at the first meeting of the calendar year.
- d. Ensure that each of the various accounts for which there is a separate bank statement is reconciled with the bank statement by the end of the following month.
- e. Verify that designated official depositories submit to the Chief Financial Officer a copy of the State of New Jersey, Department of Insurance, Division of Banking, Governmental Unit Deposit Protection Act notification of eligibility, which must be filed semi-annually in the Division of Banking as of June 30th and December 31st of each year.

VII. DESIGNATION OF DEPOSITORIES.

City Council authorized a resolution on January 1, 2021, which designated the following banks, and financial institutions as official depositories for the Deposit of all public funds referred to in the Plan, including any Certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in this plan:

Wells Fargo Bank, N.A.
1st Constitution Bank
Bank of America, N.A.
Provident Bank
Investors Bank

Amboy Bank
PNC Bank, N.A.
Santander Bank
Two River Community Bank
TD Bank, N.A.

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official referred to in Section II above.

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VIII. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

1. Bonds of other obligations of the United States of America or obligations guaranteed by the United States of America;
2. Government money market mutual funds;
3. Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
4. Bonds of other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
5. Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of Treasury for investment by Local Units;
6. Local Government Investment Pools;
7. Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
8. Short-term debt obligations issued by New Jersey municipalities, counties, local authorities and school districts, having a maturity no longer than 397 days from date of purchase.

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IX. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the City, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the City to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a “delivery versus payment” method to insure that such Permitted Investments are either received by the City or by a third party custodian prior to or upon the release of the City’s funds.

To assure that all parties with whom the City deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official.

X. CITY AUDITOR.

The investment practices, receipt procedures and the agreement for banking services and compensation thereof shall be reviewed by the City auditor as part of the annual audit, as required by N.J.S.A. 40A:5-4. Where a conflict exists between this Plan and State statute, the applicable statute shall govern.

The Designated Official charged with the custody of the monies of the City shall deposit them as stated by the Plan and shall thereafter be relieved of any liability or loss of such monies due to insolvency or closing of any depository designated in the Plan pursuant to N.J.S.A. 40A:5-14.

XI. SURETY BONDS.

The Chief Financial Officer, the Tax Collector, and Court Personnel shall be covered by surety bonds, proper coverage to be determined and tested during the course of the annual audit.

All City employees not covered by separate Surety Bonds shall be covered by a Public Employee’s Blanket Bond providing \$1,000,000 of Employee Dishonesty Blanket Bond Coverage.

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XII. ESTABLISHING AND MAINTAINING CONTROLS.

When possible, the internal controls should provide for a separation of the investment placement functions and the accounting activity. Controls must be designated for telephone orders, wire transfers and securities safekeeping. Only specifically designated personnel of the Finance Department shall be allowed to conduct this part of the transactions, and all activity should be subject to immediate written confirmation by the designated depository. The Chief Financial Officer shall review each day's activity.

XIII. REPORTING REQUIREMENTS.

The Designated Official referred to in Section II hereof shall supply to the Governing Body of the City a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the City as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the Governing Body of the City.

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XIV. TERM OF PLAN.

This Plan shall be in effect until December 31, 2021. Attached to this Plan is a resolution of the Governing Body of the City approving this Plan for such period of time. The Plan may be amended from time to time by resolution of the governing body. To the extent that any amendment is adopted by the Council, the Designated Official is directed to supply copies of the amendment to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-28



RESOLUTION NO. 2021-28

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

APPOINTING FREDERICK C. RAFFETTO, ESQ., TO SERVE AS MUNICIPAL ATTORNEY FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) must appoint a licensed attorney to serve as the “Municipal Attorney” (a/k/a, the “City Attorney”) for the City for the year 2021; and

WHEREAS, the City of Asbury Park, duly advertised for Request for Qualification on December 22, 2016; and

WHEREAS, four (4) firms have submitted proposals including Frederick C. Raffetto, Esq., of the firm of Ansell Grimm & Aaron, P.C.; and

WHEREAS, the Municipal Attorney shall handle the general legal matters of the City during the term of his appointment, and perform such other legal matters (collectively, the “services”) as may be directed from time to time by the Mayor and Council; and

WHEREAS, the Mayor and Council have determined to appoint Frederick C. Raffetto, Esq. (the “Attorney”), of the firm of Ansell Grimm & Aaron, P.C., as the Municipal Attorney for the City for 2021; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Attorney’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the City Attorney has agreed to maintain his rates at the 2020 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

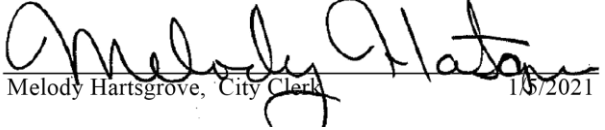
WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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. Frederick C. Raffetto, Esq., of the firm of Ansell Grimm & Aaron, P.C., is hereby appointed to serve as the “Municipal Attorney” (a/k/a, the “City Attorney”) for the City for the calendar year 2021.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and Frederick C. Raffetto, Esq., for the year 2021.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Frederick C. Raffetto, Esq., of the firm of Ansell Grimm & Aaron, P.C., shall be paid a fee not to exceed \$100,000.00 for services enumerated herein.
6. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. JoAnn Boos, CMFO, Chief Financial Officer
 - c. Director of the N.J. Division of Local Government Services
 - d. Edward Sasdelli, Fiscal Monitor
 - e. Frederick C. Raffetto, Esq., Municipal Attorney

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-28 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.



Handwritten signature of Melody Hartsgrove in black ink, written over a horizontal line.

Melody Hartsgrove, City Clerk

1/5/2021

MELODY HARTSGROVE
CITY CLERK

AGREEMENT, made this ____ day of January, 2021, by and between

THE CITY OF ASBURY PARK
a Municipal Corporation of the State of New Jersey
 One Municipal Plaza
 Asbury Park, New Jersey 07712
 (hereinafter "City");

AND

FREDERICK C. RAFFETTO, ESQ.
 Ansell Grimm & Aaron, P.C.
 1500 Lawrence Avenue
 CN 7807
 Ocean, New Jersey 07712
 (hereinafter "Attorney")

WITNESSETH:

WHEREAS, the City requires professional legal services to be performed during the calendar year 2021 by an individual designated to serve as the Municipal Attorney (also known as the "City Attorney"), who shall handle the legal affairs of the City; and

WHEREAS, the City adopted a Resolution authorizing the award of a professional services contract for the aforesaid services to the Attorney without competitive bidding pursuant to a restricted (or "non-fair and open") process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* and the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City and the Attorney wish to set forth their respective rights and responsibilities in the within Agreement.

NOW, THEREFORE, IT IS AGREED, as follows:

1. The City hereby appoints and employs the Attorney to represent, appear and act for the City in the capacity of Municipal Attorney in accordance with the statutes and ordinances

pertaining thereto and to perform such other legal activities as may be directed from time to time by the Mayor and City Council, subject to the terms and conditions contained herein.

2. The Attorney hereby accepts this appointment and agrees to serve as the Municipal Attorney, for the term set forth herein, in accordance with the terms and conditions contained in this Agreement.

3. The City hereby agrees to pay the Attorney for the services performed by him or other representatives of his firm as follows:

(a) Attendance at Council Meetings – The Attorney shall be paid an annual retainer (non-pensionable) in the amount of \$12,000.00, billable at \$1,000.00 per month by the Attorney's law firm, which retainer shall cover attendance by the Attorney or by a qualified licensed substitute at all Council meetings (including all monthly regular meetings and workshop meetings, as well as any special or emergency meetings, called by the governing body of the City) for the duration of this Agreement.

(b) Other Services - Professional services of the Attorney and Attorney's law firm, or in the Attorney's absence the services of a qualified licensed substitute, shall be rendered on a part-time basis which services shall include, but not necessarily be limited to, research, telephone conferences and advice, court and administrative appearances, preparation of resolutions, ordinances and any other legal documents as may be required by the Municipality, as well as representing the City in litigation matters involving the City and/or City officials, and all other services as may be requested by the governing body, the City Manager, or other officials of the City.

Said services shall be chargeable at the following rates:

- i. Legal services rendered to the City by Frederick C. Raffetto, Esq. or any other attorney of the law firm of Ansell Grimm & Aaron, P.C. - \$160.00 per hour.
- ii. Legal services rendered to the City by a research assistant, law clerk, or paralegal - \$80.00 per hour.
- iii. Legal services rendered to the Municipality by Frederick C. Raffetto, Esq., or any other attorney of the firm of Ansell Grimm & Aaron, regarding redevelopment matters for which escrow funds are posted by a private developer or other party - \$175.00 per hour.

4. The Attorney may assign certain appearances and/or projects to other attorneys in his office who are members of the legal profession and licensed as Attorneys-at-Law by the State of New Jersey, and/or to paralegals/law clerks, compensation for whose services shall be paid in accordance with paragraph 3 above. The Attorney shall be responsible for supervising and directing the work of such other individuals and for making periodic progress reports to the Mayor and City Council as to the status of such matters.

5. The City shall reimburse the Attorney for all out-of-pocket costs and expenses advanced by the Attorney or the Attorney's law firm, including but not limited to Court costs, excessive copying or printing costs, excessive postage costs, messenger fees, filing fees, transcript costs, Westlaw or other computerized legal research charges, and for all other similar costs and expenses.

6. The fees and costs paid to the Attorney shall not exceed the amount budgeted for such purposes in budgets heretofore or hereafter adopted in the City of Asbury Park.

7. The Attorney shall bill the City monthly for all legal services rendered on vouchers as required by the City. The City agrees to process and pay said vouchers when audited and found correct. Payment will be made within thirty (30) days of the submission of an audited and approved voucher.

8. The Attorney is aware that the City has enacted Section 2-76 of the Asbury Park City Code, which requires public contracting reform and prohibits certain professional service contractors, during the term of their contracts with the City, from making contributions, or pledges thereof, of money or other in-kind donations, to any City of Asbury Park candidate or holder of the public office within the City having ultimate responsibility for the award of their contracts, or to any City of Asbury Park or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Asbury Park municipal candidates or municipal officeholders. The parties hereby recognize that the Attorney is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the Attorney to violate the requirements of Section 2-76 of the City Code during the term of this Agreement.

9. Statutorily Required Affirmative Action Clause:

During the term of this Agreement, the City and the Attorney hereby incorporate into this Agreement the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, et seq. (P.L. 1975, C.127) N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in Exhibit "A" attached. The Attorney shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as Exhibit "B." Both Exhibits are incorporated herein by reference. The Attorney shall submit a copy of the Certificate of Employee Information

Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Agreement.

10. The Attorney shall also execute the "Americans With Disabilities Act of 1990" Certification attached hereto as Exhibit C, which shall be incorporated herein by reference.

11. Political Contribution Disclosure: The within Agreement has been awarded to the Attorney based upon the merits and abilities of the Attorney to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Attorney, his Law Firm, his Law Firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his Law Firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Attorney's eligibility to perform this Agreement, nor will the Attorney or his Law Firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

12. Subject to the provisions of Paragraph 13 below, this Agreement shall expire on December 31, 2021, or until the appointment and qualification of a successor to the Attorney.

13. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice.

14. If applicable, this Agreement is subject to the review and approval of the New Jersey Division of Local Government Services (the "Division"), in accordance with the Memorandum of Understanding executed by the Division and the City regarding the provision of State funding to the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

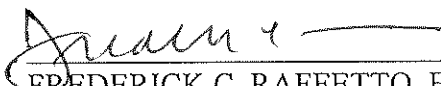
CITY OF ASBURY PARK

BY: _____
MAYOR JOHN B. MOOR

ATTEST CLERK/WITNESS

By: _____
MELODY HARTSGROVE,
CITY CLERK

ANSELL GRIMM & AARON, P.C.

BY:  _____
FREDERICK C. RAFFETTO, ESQ.
Attorney/Partner

Attachment: RAFFETTO CONTRACT 2021 (2021-28 : Appointment of City Attorney)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

The Contractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the Contractor or contracting officer, advising the labor union of the consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Contractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

nationality or sex, and that it will discontinue the use of any recruitment Contractor which engages in direct or indirect discriminatory practices.

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

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

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

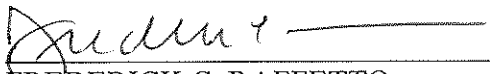
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public Contractor through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

ANSELL GRIMM & AARON, P.C.

BY: 
FREDERICK C. RAFFETTO
Attorney/Partner

Dated: December 23, 2020

EXHIBIT B

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion
(A.A. 302-Affirmative Action Employee Information Report)

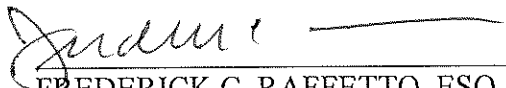
The following questions must be answered by all contractors:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No X
2. Do you have a State Certificate of Employee Information Report Approval?
Yes X No _____

You shall submit a photostatic copy of such certificate. (Please see attached.)

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

ANSELL GRIMM & AARON, P.C.


FREDERICK C. RAFFETTO, ESQ.
Attorney/Partner

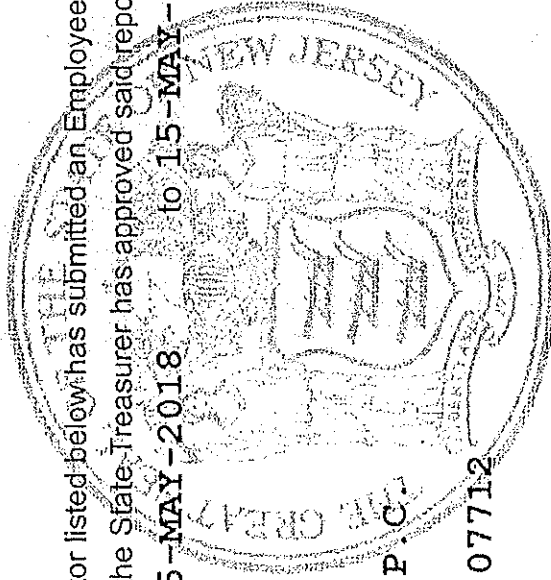
Dated: December 23, 2020

Certification 24816

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2018 to 15-MAY-2021

ANSELL GRIMM & AARON, P.C.
1500 LAWRENCE AVENUE
OCEAN NJ 07712



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
Acting State Treasurer

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

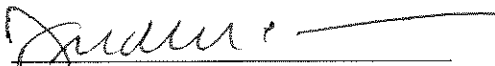
The Contractor and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

ANSELL GRIMM & AARON, P.C.


FREDERICK C. RAFFETTO, ESQ.
Attorney/Partner

Dated: December 23, 2020

**CITY OF ASBURY PARK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

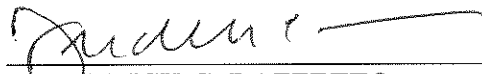
SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

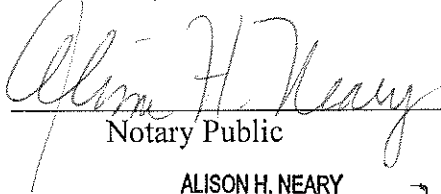
I have received and reviewed a full copy of Section 2-76 of the Asbury Park City Code.

I hereby swear and affirm, under penalty of perjury, that I, my family or my firm has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

ANSELL GRIMM & AARON, P.C.

BY: 
FREDERICK C. RAFFETTO
Attorney/Partner

Subscribed and sworn to before me
this 23rd day of December, 2020.


Notary Public

ALISON H. NEARY
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES SEPT. 13, 2025

Attachment: RAFFETTO CONTRACT 2021 (2021-28 : Appointment of City Attorney)

CITY OF ASBURY PARK
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the law firm of Ansell Grimm & Aaron (including all shareholders, officers and partners thereof) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of award of this contract to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **City of Asbury Park** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Asbury Park Democratic Committee
Asbury Park Republican Committee
Candidate Committee of any Asbury Park official serving in an elective public office
Any other political committee as defined in N.J.S.A. 19:44A-3(p), (q) and (r)

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

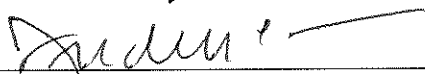
☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Mitchell J. Ansell	84 Trafalgar Place, Shrewsbury, NJ 07702

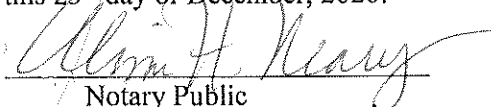
Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

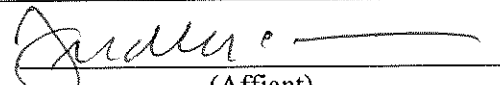
Name of Business Entity: **Ansell Grimm & Aaron**

Signed:  Title: **Attorney/Partner**
 Print Name: **Frederick C. Raffetto** Date: **December 23, 2020**

Subscribed and sworn before me
 this 23rd day of December, 2020.


 Notary Public

ALISON H. NEARY
 NOTARY PUBLIC OF NEW JERSEY
 COMMISSION EXPIRES SEPT. 13, 2025


 (Affiant)

Frederick C. Raffetto, Attorney/Partner
 (Print name & title of affiant)

Attachment: RAFFETTO CONTRACT 2021 (2021-28 : Appointment of City Attorney)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

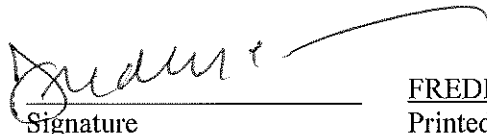
Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	ANSELL GRIMM & AARON, P.C.		
Address:	1500 LAWRENCE AVE., CN 7807		
City:	OCEAN TWP.	State:	N.J.
		Zip:	07712

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



FREDERICK C. RAFFETTO
Printed Name

Attorney/Partner
Title

Dated: 12/23/2020

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Ansell Grimm & Aaron, P.C.	Declan O'Scanlon	03/01/2020	\$2,000.00
Ansell Grimm & Aaron, P.C.	Ross Licitra for Monmouth County Freeholder	09/22/2020	\$2,000.00

☐ Check here if the information is continued on subsequent page(s)

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

ANSELL GRIMM & AARON, P.C.

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

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

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

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

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

☐ Other (see instructions) ► _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

1500 LAWRENCE AVENUE, CN 7807

6 City, state, and ZIP code

OCEAN, NJ 07712

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

2 2 - 1 9 4 2 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ► 12/23/2020

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

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

Quote Number: 2021 City Attorney **Bidder/Offeror:** ANSELL GRIMM & AARON, P.C.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

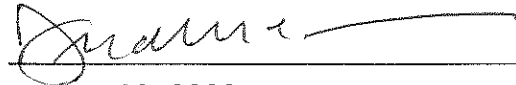
EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

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

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): Frederick C. Raffetto

Signature: 

Title: Attorney/Partner

Date: December 23, 2020

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101 877 861-3220		CONTACT NAME: Emma Coleman PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: ecoleman@connerstrong.com	
INSURED Ansell Grimm & Aaron, PC 1500 Lawrence Avenue CN 7807 Ocean Township, NJ 07712		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co. Ltd. NAIC # 11000 INSURER B: Hartford Casualty Insurance Company 29424 INSURER C: Endurance American Specialty Ins. Co. 41718 INSURER D: Evanston Insurance Company 35378 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			13SBATH6295	09/01/2020	09/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			13SBATH6295	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			13SBATH6295	09/01/2020	09/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	13WBCBS7646	09/01/2020	09/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Lawyers Prof			LPL10009061804	09/01/2020	09/01/2021	\$3,000,000
D	Excess Profe			MKLVLXLA000015	09/01/2020	09/01/2021	\$2M xs \$3M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

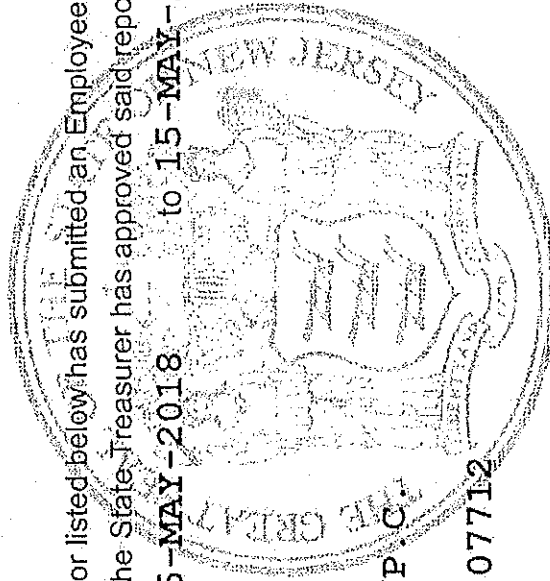
W. Michael Fitzgerald

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Certification 24816

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2018** to **15-MAY-2021**



ANSELL GRIMM & AARON, P.C.
1500 LAWRENCE AVENUE
OCEAN NJ 07712



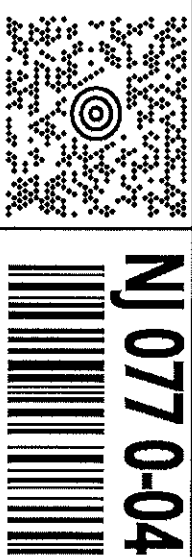
A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio", is written over the official seal.

ELIZABETH MAHER MUOIO
Acting State Treasurer

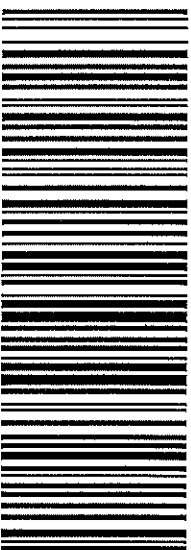
STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252	
TAXPAYER NAME: ANSELL GRIMM & AARON, P.C.	TRADE NAME:	SEQUENCE NUMBER: 0113560	ISSUANCE DATE: 11/08/10
ADDRESS: 1500 LAWRENCE AVE OCEAN NJ 07712	EFFECTIVE DATE: 03/19/02	 Director New Jersey Division of Revenue	
FORM BRS REVISED 11/08/10			

FREDERICK C. RAFFETTO, ESQ. LTR 1 OF 1
7326435213
ANSELL GRIMM & AARON, P.C.
1500 LAWRENCE AVENUE
OCEAN NJ 07712

SHIP TO:
MELODY HARTSGROVE, CITY CLERK
(732) 502-5718
CITY OF ASBURY PARK
1 MUNICIPAL PLAZA
ASBURY PARK NJ 07712-7026



UPS NEXT DAY AIR 1
TRACKING #: 1Z 06A 84V 01 9940 3228



BILLING: P/P

File Number: 35508-3
Client Name: AGA
CS 22.0.12 WNTNVS0 39.0A 11/2020*  TM



Shipment Receipt

Transaction Date: 23 Dec 2020

Tracking Number:

1206A84V0199403228

① Address Information Ship To: CITY OF ASBURY PARK MELRODY HARTSGROVE, CITY CLERK 1 MUNICIPAL PLAZA ASBURY PARK NJ 07712/2026 Telephone: (732) 502-5718 Ship From: Ansell Grimm & Aaron, P.C. 1500 Lawrence Avenue Ocean NJ 07712 Telephone: 7326435213 Return Address: Ansell Grimm & Aaron, P.C. Frederick C. Raffetto, Esq. 1500 Lawrence Avenue Ocean NJ 07712 Telephone: 7326435213 email: srodriiguez@ansellgrimm.com email: srodriiguez@ansellgrimm.c	
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② Package Information <table border="1"> <thead> <tr> <th>Weight</th> <th>Dimensions / Packaging</th> <th>Declared Value</th> <th>Reference Numbers</th> </tr> </thead> <tbody> <tr> <td>1. Letter (Letter billable)</td> <td>UPS Letter</td> <td></td> <td>File Number - 35508-3 Client Name - AGA Reference # 3 - Client Dev.</td> </tr> </tbody> </table>		Weight	Dimensions / Packaging	Declared Value	Reference Numbers	1. Letter (Letter billable)	UPS Letter		File Number - 35508-3 Client Name - AGA Reference # 3 - Client Dev.
Weight	Dimensions / Packaging	Declared Value	Reference Numbers						
1. Letter (Letter billable)	UPS Letter		File Number - 35508-3 Client Name - AGA Reference # 3 - Client Dev.						

③ UPS Shipping Service and Shipping Options Service: UPS Next Day Air Delivered By: End of Day Thursday, Dec 24, 2020 Shipping Fees Subtotal: 26.82 USD Additional Shipping Options Transportation 25.60 USD Quantum View Notify E-mail Notifications Fuel Surcharge 1.22 USD 1 beth@ansellgrimm.com: Ship, Delivery 2 srodriiguez@ansellgrimm.com: Delivery No Charge	
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④ Payment Information Bill Shipping Charges to: Shipper's Account 06A84V <table border="1"> <tr> <td>Shipping Charges:</td> <td>26.82 USD</td> </tr> <tr> <td>Subtotal Shipping Charges:</td> <td>26.82 USD</td> </tr> <tr> <td>Total Charged:</td> <td>26.82 USD</td> </tr> </table>		Shipping Charges:	26.82 USD	Subtotal Shipping Charges:	26.82 USD	Total Charged:	26.82 USD
Shipping Charges:	26.82 USD						
Subtotal Shipping Charges:	26.82 USD						
Total Charged:	26.82 USD						

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide ({}). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-29

Waterfront Redevelopment Counsel Reappointment



RESOLUTION NO. 2021-29

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

APPOINTING MARAZITI AND FALCON TO SERVE AS REDEVELOPMENT COUNSEL AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) desires to appoint Redevelopment Counsel for 2021; and

WHEREAS, said attorney/law firm shall handle legal issues for the City which relate to redevelopment matters, as well as such other legal matters as may be referred to it from time to time by the City Manager and/or the Mayor and Council (collectively referenced as the “services”); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the Attorney in 2021 without undertaking a new “fair and open” process so long as the Attorney is not increasing their rates over the 2020 levels; and

WHEREAS, the firm has agreed not to increase their rates over the 2020 levels; and

WHEREAS, legal services shall not exceed \$200,000 for the calendar year; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

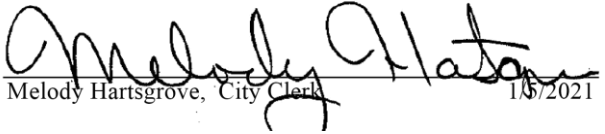
WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*

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. The City Manager or Director of Planning and Redevelopment are authorized to determine assignments as required.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement for professional services for 2021.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Maraziti and Falcon shall be paid an amount not to exceed \$200,000.00 for the calendar year 2021 for the services enumerated herein.
6. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. JoAnn Boos, CMFO, Chief Financial Officer
 - c. Director of the N.J. Division of Local Government Services
 - d. Edward Sasdelli, Fiscal Monitor
 - e. Frederick C. Raffetto, Esq., Municipal Attorney

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-29 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .



Handwritten signature of Melody Hartsgrove in black ink, written over a horizontal line.

Melody Hartsgrove, City Clerk

1/5/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-30

Reappointment of Archer & Greiner, P.C. as Redevelopment Attorney for non-waterfront parcels for 2021



RESOLUTION NO. 2021-30

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

APPOINTING ARCHER & GREINER, P.C. TO SERVE AS REDEVELOPMENT COUNSEL AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) desires to appoint Redevelopment Counsel for 2021; and

WHEREAS, said attorney/law firm shall handle legal issues for the City which relate to redevelopment matters, as well as such other legal matters as may be referred to it from time to time by the City Manager and/or the Mayor and Council (collectively referenced as the “services”); and

WHEREAS, the Mayor and Council have determined to appoint the law firm of Archer & Greiner, P.C. to serve as the City’s “Redevelopment Counsel” for 2021; and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the firm in 2021 without undertaking a new “fair and open” process so long as the firm is not increasing their rates over the 2020 levels; and

WHEREAS, legal services shall not exceed \$40,000.00 for the calendar year; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

WHEREAS, the services to be provided are considered to be “professional services”

under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*

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. The City Manager or Director of Planning and Redevelopment are authorized to determine assignments as required.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement to be drafted by the City Attorney for professional services for calendar year 2021.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Archer & Greiner, P.C., shall be paid a fee not to exceed \$40,000.00 for services herein enumerated.
6. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna M. Vieiro, City Manager
 - b. JoAnn Boos, CFO, Chief Financial Officer
 - c. Director of the N.J. Division of Local Government Services
 - d. Edward Sasdelli, Fiscal Monitor
 - e. Frederick C. Raffetto, Esq., Municipal Attorney

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-30 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 1/5/2021

MELODY HARTSGROVE
CITY CLERK

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE CITY OF ASBURY PARK
AND
ARCHER & GREINER, PC
REDEVELOPMENT COUNSEL

THIS AGREEMENT, made this ___ day of _____, 2021 by and between the **CITY OF ASBURY PARK (“City”)**, a public body (which, together with any successor public body or officer hereinafter designated by or pursuant to law), whose address is One Municipal Plaza, Asbury Park, New Jersey 07712 and **ARCHER & GREINER, PC (“Counsel”)**, whose principal address is 10 Highway 35, Red Bank, New Jersey 07701; and

WHEREAS, the City of Asbury Park requires the service of a Law Firm as Redevelopment Counsel; and

WHEREAS, the Law Firm of Archer & Greiner, PC, is recognized as having substantial experience in the field of redevelopment law and commercial real estate projects; and

WHEREAS Archer & Greiner, PC responded to a Request for Qualifications (“RFQ”) published by the City in 2019, and were subsequently qualified to provide Redevelopment Counsel Services at a City Council Meeting in accordance with N.J.S.A. 40A:20.4 et seq. (Pay to Play Law). The City desires to renew the 2019 Professional Services Agreement and the DLGS has provided its consent to permit the City to appoint and retain Archer & Greiner PC for 2021 without undertaking a new “fair and open” process so long as Archer & Greiner PC is not increasing its rates over the 2019 levels; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree to the following:

1. Legal Services to be Provided.

(a) Counsel will perform any and all legal services and represent the City, in any and all redevelopment matters and/or projects which are assigned to it by the City Executive and Mayor, they shall include, but are not limited to, negotiations, meetings, conferences, drafting

of redevelopment agreements and any other documents or agreements which may be related to the project.

(b) In addition, Counsel shall be responsible as required, for the preparation of all pleadings and commencement of any eminent domain/condemnation action to which it is assigned by the City Executive and Mayor. This shall include, but not be limited to, the preparation of the Declaration of Taking, all pleadings, negotiations, trials and appeals in connection with the City's eminent domain powers as it is utilized in each specific project for which Counsel has been assigned.

The legal work includes but is not limited to, all necessary research, investigation, correspondence, preparation and drafting of all legal documents, conferences in person and by telephone with the City and others.

2. Contract Term.

Representation as Redevelopment Counsel to the City shall commence January 1, 2021 and terminate, unless extended by the parties, on December 31, 2021.

3. Legal Fees.

For the City's governmental (municipal) work hourly rate, a blended \$175 hourly rate for all attorneys and \$95 hourly rate for paralegal time will be assigned. Should the City require services where the fees are being paid by a private redeveloper (presumably through an escrow account) and not the City, the blended hourly rate for such escrow work will increase to \$325 per hour.

Counsel has also agreed to a ceiling on the initial legal services necessary to get "caught-up" on all legal matters currently being handled by the City's current redevelopment attorney. This ceiling would be set once Counsel has the opportunity to discuss all pending matters with the City and will negotiate a reasonable ceiling for fees.

Archer & Greiner would not bill the City separately for the following charges:

- Routine long-distance telephone charges;

- Routine postage; and
- Secretarial, data processing and word processing services.

All charges and expenses incurred to third-party vendors as part of our representation of the City would be charged at cost without any mark-up, including:

- Outside printing and duplicating by third-party vendors;
- Federal Express and similar overnight delivery service;
- Outside courier services;
- Travel and mileage expenses;
- Filing fees, court reporter fees and court costs; and
- Expert, appraiser, litigation support and other similar fees and charges, which will be incurred only with the College's approval in advance.

4. Employment of Other Counsel.

Counsel will not employ or otherwise incur any obligation to any other counsel from outside its Law Firm for services in connection with the Agreement without prior written approval of the City. In addition, the City agrees, that any and all redevelopment project/files currently in the possession of the Counsel, shall remain with Counsel, subject to City approval, until conclusion of the project or conclusion of Counsel's representation of the City therein.

5. Special Issues.

Counsel shall provide to the City, without charge, unlimited telephone access between City Executive and Counsel. Furthermore, if, at any given time, City Executive requires Counsel to attend a public, monthly or other meeting in which the redeveloper is not responsible for the payment of Counsel's fees, Counsel shall not charge the City for attendance at such meeting.

6. Termination of Agreement.

This Agreement and all legal services to be rendered hereunder may be terminated by written notice from either party. In such event, all finished and unfinished documents, notes, memoranda, pleadings, exhibits, project data, reports and evidence shall, at the

option of the City, becomes its property and shall be delivered to it or to any party it may designate. In the event of such termination, Counsel shall be paid for all work performed to that date.

7. Interest of Members of The City.

No member of the governing body of the City and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which any litigation pertain, shall have any personal interest, direct or indirect, in this Agreement.

8. Interest of Other Local Public Officials.

No member of the governing body of the locality in which this project is situated, and no other public official of such locality, who exercises any function or responsibilities in the review or approval of the carrying out of the project to which litigation pertains, shall have any personal interest, direct or indirect, in this Agreement.

9. Interest of Certain Federal Officials.

No member of or delegate to the Congress of the United States, and no Resident Federal Commissioners, shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

10. Execution of Agreement.

The execution of this Agreement has been properly authorized by Resolution of its City Council dated _____, 2021.

11. Indemnification.

To ensure that Counsel may properly perform its duties without the threat of lawsuits and except for any claim of legal malpractice, fraud or misrepresentation brought against Counsel, the City agrees to release, defend, hold harmless and indemnify Counsel, its officers, employees, agents or representatives for any and all causes of action, charges,

complaints, claims, judgments, damages, liabilities, obligations, promises, agreements, rights, costs, losses, debts and expenses of any nature whatsoever, including but not limited to counsel fees, for any lawsuit filed against Counsel, its officers, employees, agents or representatives, based upon a cause of action which arose or shall arise out of Counsel's representation of the City during the terms of both the within contract.

This Agreement is subject to Local Public Contracts Law N.J.S.A. 40A:11-1 et seq.

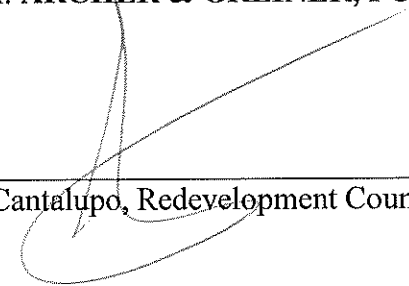
IN WITNESS WHEREOF, the City and Counsel have executed this Agreement at of the date first above written.

Witness:


 SCOUT REAGAN LAURA BEYER
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires December 14, 2021

Witness:

Law Firm: **ARCHER & GREINER, PC**


 John M. Cantalupo, Redevelopment Counsel

CITY OF ASBURY PARK

 Donna Vieiro, City Manager

Attachment: Redevelopment Counsel -Archer & Greiner (2021-30 : Appointing Redevelopment Counsel Archer Greiner)



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-31

Reappointment of Law Firm Archer Greiner as City Bond Counsel for 2021



RESOLUTION NO. 2021-31

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

APPOINTING ARCHER & GREINER, P.C. TO SERVE AS BOND COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) must appoint a licensed attorney/law firm to serve as “Bond Counsel” for the City for the year 2021; and

WHEREAS, during the term of its appointment, said attorney/law firm shall handle legal issues for the City which relate to the issuance of bonds and bond anticipation notes, and perform such other legal matters as may be referred to it from time to time by the City Manager, the Chief Financial Officer and/or the Mayor and Council (collectively, the “services”); and

WHEREAS, the Mayor and Council have determined to appoint Archer & Greiner, P.C. to serve as the Bond Counsel for the City for 2021; and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain Bond Counsel in 2021 without undertaking a new “fair and open” process so long as the Bond Counsel is not increasing their rates over the 2020 levels; and

WHEREAS, the Bond Counsel has agreed to maintain their rates at the 2020 levels; and

WHEREAS, legal services shall not exceed \$40,000 for the calendar year; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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. The firm of Archer & Greiner, P.C. is hereby appointed to serve as “Bond Counsel” for the City for the calendar year 2021.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Archer & Greiner, P.C. for the aforementioned services, for the calendar year 2021, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Archer & Greiner, P.C. shall be paid an amount not to exceed \$40,000.00 for the services enumerated herein.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Archer & Greiner, P.C.
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-31 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 1/5/2021

MELODY HARTSGROVE
CITY CLERK

BOND COUNSEL SERVICES A G R E E M E N T

THIS AGREEMENT, made as of this ____ day of January, 2021, between the CITY OF ASBURY PARK, a body politic of the State of New Jersey, herein designated as the "City", party of the first part, and ARCHER & GREINER, P.C., Attorneys at Law with offices at 10 Route 35, Red Bank, New Jersey, hereinafter designated as "Bond Counsel", party of the second part:

WITNESSETH:

1. The City desires to authorize and to issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey. The City desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services:

A. Bond Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Bond Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey Statutes.

C. When the City determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents authorizing the bond sale. Bond Counsel will seek the advice of the Auditor in connection with the appropriate maturity schedule for the bonds to be sold. Bond Counsel will coordinate the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for new issues of New Jersey municipal bonds of that type. It will arrange for the printing of the notice of sale in The Bond Buyer and in the local newspaper, as required by law, and will answer inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

D. When the City determines to issue bond anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such

notes. When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the City Attorney for execution and delivery.

E. Bond Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or bond anticipation notes and the investment of the proceeds thereof.

F. Bond Counsel will provide other legal advice requested by the City, provided such advice is within the legal expertise of Bond Counsel's law firm.

G. Bond Counsel will prepare, review and distribute the Preliminary and Final Official Statements in connection with any bond or note financing.

H. Bond Counsel will provide legal services, prepare the necessary documentation and review and comment upon all documents in connection with any capital equipment lease financing or pooled loan financing undertaken by the City.

I. Bond Counsel will provide legal services listed in the City's solicitation of proposals, which are incorporated herein by this reference.

3. The City will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For services rendered or in connection with each bond sale, a fee of \$3,500, plus \$0.95 per thousand dollars of bonds issued for the first \$15,000,000 and \$0.70 per thousand dollars issued in excess of \$15,000,000.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance, and (ii) the compiling and review of a certified record of proceedings in connection with each bond ordinance, a fee of \$400 for each single purpose ordinance and \$550 for each multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, that is, services that are not described in Section 2 of the proposed Bond Counsel Services Agreement, such as attendance at meetings, attention to litigation or other matters described in Section F, there will be additional fees to be charged at the hourly rates of the attorneys in effect at the time of providing the services. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

C. For services rendered in connection with each note sale, a fee equal to the hourly rates reflected in Section F, with a minimum fee of \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$0.40 per thousand dollars of notes issued in excess of \$15,000,000, but a fee not less than \$750.00.

D. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

E. In the event of refunding bond issue providing for the payment of a prior issue of bonds, there will be a fee of \$5,000 in addition to the fees described herein.

F. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. The present hourly rates range from \$75 to \$150 per hour depending on the paralegal or attorney involved. Such services include, but are not limited to, attendance at meetings, work involved in the preparation or review of the Official Statement and a continuing disclosure agreement, if applicable, for a bond sale or the review or the preparation of an Official Statement and a continuing disclosure agreement, if applicable, for a bond anticipation note sale, diligence for a bond ordinance, review of authorization proceedings for a bond ordinance, preparation of prequalification packages for bond insurance, preparation of a rating agency package, analysis of any credit enhancement facility, the preparation or review of a Local Finance Board application, attention to or services rendered with regard to any litigation that may occur or any legal question posed by the City, tax work, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations and legal services, the preparation of the necessary documentation and reviewing and commenting upon all documentation in connection with any capital equipment lease financing, pooled loan financing or loan financing undertaken by the City through the MCIA, NJIB, USDA or any other legal services the City wishes Bond Counsel to perform.

G. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be a reasonable one, based on the services performed.

H. Customary at-cost disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express or overnight delivery charges and postage costs, newspaper publication costs and the costs of printing official statements, travel expenses, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the City.

I. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

4. Bond Counsel and the City hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided that Subsection 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

IN WITNESS WHEREOF, the CITY OF ASBURY PARK, has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

CITY OF ASBURY PARK

ATTEST:

BY: _____
 _____,
 Authorized Officer

 _____,
 City Deputy Clerk

ARCHER & GREINER, P.C.

BY: _____
 JOHN M. CANTALUPO, ESQ.

Attachment: BOND Counsel -Archer & Greiner-John Cantalupo (2021-31 : Appointing Archer & Greiner, P.C. as Bond Counsel)

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

1.

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable City employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable City employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

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

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

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

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

219802246v1



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-32



RESOLUTION NO. 2021-32

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

APPOINTING ACACIA FINANCIAL GROUP, INC. TO SERVE AS FINANCIAL ADVISORS FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) desires to appoint a Financial Advisor for the City during the year 2021; and

WHEREAS, the Mayor and Council have determined to appoint the firm of Acacia Financial Group, Inc., to serve in this capacity for the year 2021; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Financial Advisor’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the Financial Advisor in 2021 without undertaking a new “fair and open” process so long as the Financial Advisory shall not charge the City at rates higher than those charged by the firm in 2020; and

WHEREAS, Acacia Financial Group, Inc. has agreed to abide by this requirement; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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. The firm of Acacia Financial Group, Inc. is hereby appointed to serve as the Financial Advisor for the City for 2021.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, the attached Agreement between the City of Asbury Park and Acacia Financial Group, Inc., for the year 2021, or one which is substantially similar thereto and which meets with the approval of the City Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Acacia Financial Group, Inc. shall be paid in amount not to exceed \$10,000.00 for services enumerated herein.
6. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. A certified copy of this Resolution shall be provided to each of the following:
 - a. Acacia Financial Group, Inc.
 - b. Donna Viero, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-32 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



6000 Midlantic Drive
Suite 410 North
Mt. Laurel, NJ 08054

(856) 234-2266 Phone
(856) 234-6697 Fax

December 22, 2020

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

Attention: Donna M. Vieiro
City Manager

Dear Ms. Vieiro:

This letter agreement (this "Agreement"), dated as of _____ (the "Effective Date"), will confirm the understanding and agreement between City of Asbury Park (the "Client") and Acacia Financial Group, Inc. ("Acacia") as follows:

1. ENGAGEMENT OF ACACIA. The Client engages Acacia to perform financial advisory services in connection with the Client's issuance of bonds and/or notes and other general consulting services as required and directed by the Client (the "Advisory Services"). The following reflects the general services provided by Acacia in connection with the issuance of municipal securities. In certain transactions fewer or additional services may be required and Acacia will provide services as determined jointly between the Client and Acacia.

- a) Assist in the development of the plan of finance including: debt structure, method of sale, terms, timing, marketing and pricing.
- b) Prepare independent cash-flows relating to debt structures including scenario analysis as appropriate and development of final numbers.
- c) Assist in the preparation of the financing schedule, distribution list, meeting agendas, and other transaction management tasks
- d) Review the preliminary and final official statements and other documents related to the marketing and issuance of bonds.
- e) Participate in meetings and conference calls with the working group and other parties.
- f) Advise on the credit rating strategy and assist with obtaining credit ratings.
- g) In negotiated transactions: (i) analyze and advise on pricing levels based on the client's historical pricing, results of recent comparable sales in the market, current market conditions and other factors that may impact the sale (such information to be provided in pre-pricing materials) and (ii) participate in negotiations with investment banking groups regarding pricing and final terms of the security offering on behalf of the Client.
- h) In competitive transactions: (i) assist in the overall coordination of the sale process, (ii) assist in the preparation of the notice of sale and bid specifications; (iii) conduct market outreach, (iv) apply for

CUSIPs as required by MSRB G-34 and (iv) independently review the bids for conformity to bid specifications and verify the true interest cost or net interest cost.

- i) Advise on direct bank loan structures including overall management of the RFP process.
- j) Assist in the evaluation and selection of underwriters/investment bankers, legal counsel, credit facility providers, trustees, verification agents, printers, and other professional service providers, including preparation of request for qualifications (RFQs) or requests for proposals (RFPs) and the evaluation of statements of qualifications, proposals or bids submitted in response thereto (if requested).
- k) Monitor and evaluate refunding opportunities with respect to the Client's outstanding obligations.
- l) For refunding transactions, submit or assist with the submission of SLGS subscriptions, evaluate the efficiency of open market securities relative to SLGS and, if necessary or appropriate, prepare bid specifications and conduct the bid process for the purchase of open market securities.
- m) Analyze proposals presented by investment bankers and other parties related to the issuance of securities (as requested).
- n) Assist the Client, bond counsel and other transaction team members with the closing of the bonds and/or notes.
- o) Provide additional services as requested by the Client.

As a registered Municipal Advisor with the Municipal Securities Rulemaking Board ("MSRB") and the Securities Exchange Commission ("SEC"), Acacia also proposes to serve as Client's Independent Registered Municipal Advisor ("IRMA") for the purpose of complying with the Municipal Advisor Rule of the SEC approved on September 18, 2013.

The Client hereby acknowledges and agrees that the financial models and presentations used by Acacia in performing its Advisory Services hereunder have been developed by and are proprietary to Acacia and are protected under applicable copyright laws. The Client agrees that it will not reproduce or distribute all or any portion of such models or presentations without the prior written consent of Acacia.

2. FEES AND EXPENSES.

(a) Bond Transaction Fees. For financial advisory services rendered to the Client in connection with the sale of bonds, Acacia proposes to be compensated at a rate of \$0.85 per \$1,000 of par value issued, with a minimum fee of \$12,500 per bond issue, inclusive of expenses.

(b) Note Transaction Fees. For financial advisory services rendered to the Client in connection with the sale of notes with an official statement and credit ratings, Acacia proposes to be compensated a flat rate of \$8,500 per note issues, inclusive of expenses. For financial advisory services rendered to the Client in connection with the sale of notes without an official statement or rating, Acacia proposes to be compensated a flat rate of \$5,000 per note issue, inclusive of expenses.

*****Acacia anticipates that the City could have one general capital bond issue, one general capital note issuance and potentially two small redevelopment area bond issuances in 2021. Assuming this, the not-to-exceed bond and notes fees would be approximately \$42,500.***

(c) Consulting Fees. For general consulting provided on projects other than the sale of bonds or notes (including redevelopment consulting), Acacia proposes that compensation be based upon the hourly rates established below:

Title	Hourly Rate
Co-President	\$195.00/hr.
Managing Director/Senior Vice President	\$185.00/hr.
Vice President	\$175.00/hr.
Assistant Vice President /Associate	\$165.00/hr.
Analyst	\$150.00/hr.

*****Acacia proposes that general consulting and redevelopment consulting hourly fees are estimated to not-to-exceed \$40,000 during 2021 based on previous years billings. Acacia is also willing to discuss a cap per project, if applicable.***

(d) Annual Disclosure Filing (Dissemination Agent). For services in connection with the on-going annual disclosure and the filing of certain financial information and notices in connection with the provisions of Rule 15C2-12(b)(5), Acacia proposes that compensation be an annual fee of \$750 billed at the time such services are rendered.

(e) Complex Financings/Transactions. If the Client requires assistance with a financing that includes a unique and/or complex structure or requires additional services or time beyond our typical scope, Acacia and the Client will in good faith negotiate the amount of the fee payable taking into account, among other things, the size, structure and complexity of the transaction.

3. INDEMNIFICATION.

(a) The Client hereby expressly agrees to indemnify and hold harmless Acacia, its affiliates and its officers, directors, partners, limited partners, members, employees, agents, consultants and controlling persons and their respective successors and assigns (Acacia and each such person being an "Indemnified Person"), from any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Person may become subject (i) arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, including documents described in or incorporated by reference, or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or (ii) arising in any manner out of or in connection with the services performed by Acacia or any other Indemnified Person or the matters that are the subject of this Agreement.

(b) The Client shall reimburse Acacia and any other Indemnified Person for all reasonable expenses (including reasonable fees and expenses of legal counsel) as incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuits, investigations, claims or other proceedings arising in any manner out of or in connection with the services or matters that are the subject of this Agreement (including, without limitation, in connection with asserting or enforcing rights under this Agreement and the indemnification obligations set forth herein); provided, however, that the Client shall not be liable to indemnify any Indemnified Person in respect of any loss, claim, damage, liability or expense to the extent that it is finally judicially determined that such loss, claim, damage, liability or expense resulted directly from the gross negligence or willful misconduct of such Indemnified Person.

4. TERM AND TERMINATION.

(a) Term. The appointment and authorization of Acacia under this Agreement shall commence on the Effective Date and shall terminate at the earliest of (i) a date mutually agreed upon by the Client and Acacia in writing; or (ii) upon at least thirty (30) days' prior written notice of one party to the other parties specifying the date of termination (the "Term"). Notwithstanding any such termination of this Agreement, the Client shall remain responsible for any fees accrued during the Term, and the reimbursement of Acacia's expenses pursuant to Paragraph 2 of this Agreement incurred during the Term and not yet paid.

(b) Survival. The provisions of Paragraphs 3, 4, 7 and 8 of this Agreement shall survive the termination of this Agreement.

5. ACACIA'S DISCLOSURES PURSUANT TO MSRB RULE G-42

(a) Conflicts of Interest. Acacia receives compensation for municipal advisory activities to be performed that (i) is contingent upon the size of the transaction, which could create an incentive to otherwise increase the size of a transaction; or (ii) is contingent upon the closing of the transaction, which could create an incentive to otherwise close a transaction. Acacia manages this conflict by implementing written policies and procedures for supervision that ensure that Acacia adheres to its fiduciary duties to its municipal advisory clients. Acacia is not aware, after reasonable inquiry, of any other actual or potential material conflict of interest that could reasonably be anticipated to impair its ability to provide advice to or on behalf of its clients in accordance with its fiduciary duties to its clients.

(b) Legal or Disciplinary Events. Acacia does not have any legal or disciplinary events that are material to a client's evaluation of Acacia or the integrity of Acacia's management or advisory personnel, nor does Acacia have any legal or disciplinary events that are required to be disclosed on its Forms MA and MA-I, which are filed with the SEC. Copies of Acacia's most recent Forms MA and MA-I are accessible on the SEC's EDGAR system Company Search Page at <https://www.sec.gov/edgar/searchedgar/companysearch.html> by searching for either Acacia Financial Group, Inc. or Acacia's CIK number, which is 0001613001. Acacia has not made any material change or addition to the legal or disciplinary event disclosures on any Form MA or Form MA-I filed with the SEC since Acacia's initial filing of Form MA on July 25, 2014. On June 1, 2017, Acacia's principal place of business changed and a revised Form MA was filed on June 7, 2017 and MA-I filed on June 5, 2017.

6. ACACIA'S DISCLOSURES PURSUANT TO MSRB RULE G-10. Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors (such as Acacia Financial Group, Inc.) are required to provide certain written information to their municipal entity and obligated person clients which includes the following:

(a) Acacia Financial Group, Inc. is currently registered as a Municipal Advisor with the SEC and the MSRB.

(b) Within the MSRB website at www.msrb.org, municipal entity and obligated person clients of Acacia Financial Group, Inc. may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

7. DISPUTE RESOLUTION. All disputes, claims or controversies arising out of or in any way relating to this Agreement or the services rendered by Acacia (including with respect to enforcement of this Agreement) that are not resolved by mutual agreement shall be resolved solely and exclusively by binding arbitration to be conducted before the American Arbitration Association (the "AAA"). Arbitration proceedings

shall be held in New Jersey before a single arbitrator and shall be conducted in accordance with the commercial arbitration rules of the AAA unless specifically modified herein.

8. MISCELLANEOUS.

(a) Reliance on Client Information. Acacia may conclusively rely on the accuracy and completeness of the information provided to Acacia by the Client or the Client's representatives, including current and historical information with respect to the operations, assets, liabilities, and financial condition of the Client (the "Information"), and the Client acknowledges that Acacia has not been retained to (nor will it) independently verify any of such Information.

(b) Independent Contractor Status. The legal relationship of the Client and Acacia created by this Agreement is one of independent contractors only and no employer/employee, master-servant, co or joint ventures, licensor-licensee, partnership or other such relationship is intended or shall be deemed or construed.

(c) No Liability. The Client agrees that neither Acacia nor any of its controlling persons, affiliates, partners, directors, officers, employees, agents, advisors or consultants shall have any liability to the Client or any person asserting claims on behalf of or in right of the Client for any losses, claims, damages, liabilities or expenses arising out of or relating to this Agreement or the services to be rendered by Acacia hereunder, unless and until it is finally judicially determined that such losses, claims, damages, liabilities or expenses resulted directly from the gross negligence or willful misconduct of Acacia.

(d) Successors and Assigns. The benefits of this Agreement shall inure to the respective successors and assigns of the parties hereto and of the Indemnified Persons, and the obligations and liabilities assumed in this Agreement by the parties hereto shall be binding upon their respective successors and assigns. Other than pursuant to Paragraph 3, nothing in this Agreement is intended to confer upon any other person (including stockholders, employees or creditors of the Client) any rights or remedies hereunder or by reason hereof.

(e) Blue Pencil/Waiver. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. Any of the terms and conditions of this Agreement may be waived at any time and from time to time in a writing signed by the party entitled to the benefit thereof, but a waiver in one instance shall not be deemed to constitute a waiver in any other instance. A failure to enforce any provision of this Agreement shall not operate as a waiver of this provision or of any other provision hereof.

(f) Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Client and Acacia with respect to the subject matter hereof and supersedes all prior understandings or agreements between and among the parties with respect thereto, whether oral or written, express or implied. This Agreement may not be amended or modified except in a writing signed by each of the parties hereto. No party may assign this Agreement to any entity other than an affiliated or related entity without the prior written consent of the other parties.

(g) Counterparts. This Agreement may be executed in any number of counterparts, by original, facsimile or electronic signature, each of which shall be deemed to be an original and all of which together shall be deemed to be the same agreement.

(h) Governing Law. THIS AGREEMENT AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL MATTERS ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PROVISIONS THEREOF).

Contact Information:

- In the event that you need to contact us on an emergency basis, please note the following:
 - Key Individual Contact – Jennifer G. Edwards
 - Phone Numbers:
 - Office – 856-234-2266
 - Cell – 856-912-2790
 - Email Addresses:
 - jedwards@acaciafin.com
 - jenedwards728@yahoo.com (back-up)
 - Alternate Mailing Address;
 - 1620 Chester Avenue, Manchester, New Jersey 08759

[Signature page to follow]

If the foregoing correctly sets forth the understanding and agreement among Acacia and the Client, please so indicate in the space provided for that purpose below, whereupon this Agreement shall constitute a binding agreement as of the Effective Date.

Sincerely,

ACACIA FINANCIAL GROUP, INC.

By: _____

Name: Kim M. Whelan

Title: Co-President

Accepted by:

CITY OF ASBURY PARK

By: _____

Name: Donna M. Vieiro

Title: City Manager

[signature page to engagement letter]

Attachment: ACACIA FINANCIAL GROUP CONTRACT (2021-32 : Appointment of Financial Advisor 2020)

EXHIBIT "A"
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

The Contractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the Contractor or contracting officer, advising the labor union of the consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Contractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

nationality or sex, and that it will discontinue the use of any recruitment Contractor which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public Contractor through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

Acacia Financial Group (Firm's Name)

By: [Signature] (signature)

Kim M. Whelan (print name)

Co. President (title)

Dated: 12/9/2020

EXHIBIT "B"

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:

Please send our company an Affirmative Action form for our completion
(A.A. 302-Affirmative Action Employee Information Report)

The following questions must be answered by all contractors:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No ✓
2. Do you have a State Certificate of Employee Information Report Approval?
Yes ✓ No _____

You shall submit a photostatic copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

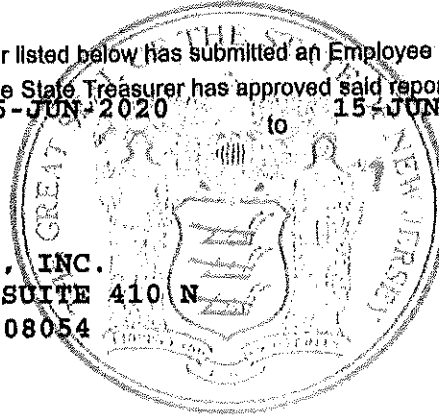
Acacia Financial Group (Firm's Name)
By: [Signature] (signature)
Kim M. Whelan (print name)
Co. President (title)

Dated: 12/9/2020

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2020** to **15-JUN-2027**

ACACIA FINANCIAL GROUP, INC.
6000 MIDLANTIC DRIVE, SUITE 410 N
MT. LAUREL NJ 08054



A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

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

The Contractor and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

By: Acacia Financial Group (Firm's Name)
[Signature] (signature)
Karen Whelan (print name)
Co-President (title)

Dated: 12/9/2020

CITY OF ASBURY PARK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY

SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the City of Asbury Park (the "City") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

I have received and reviewed a full copy of Section 2-76 of the Asbury Park City Code.

I hereby swear and affirm, under penalty of perjury, that I, my family or my firm has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

Acacia Financial Group (Firm's Name)

By: [Signature] (signature)

Kim M. Whelan (print name)

Co President (title)

Subscribed and sworn to before me this
9th day of December 2020

Hollie R. Gauntt
Notary Public

HOLLIE R. GAUNTT
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2165826
MY COMMISSION EXPIRES MAY 11, 2024

City of Asbury Park, NJ
Tuesday, December 3, 2019

Chapter 2. Administration

Article X. Regulation of Public Contracting, Contributions to Public Offices and Entities

§ 2-76. AWARD OF PUBLIC CONTRACTS.

Prior source history for award of public contracts includes Ordinance No. 2681 which was repealed in entirety by Ordinance No. 2969.

§ 2-76.1. Definitions.

[Ord. No. 2969]

As used in this section:

BUSINESS ENTITY

whose contributions are regulated by this section shall mean: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns ten (10%) percent of more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than one hundred thousand (\$100,000) dollars in compensation or income of any kind (including, by way of illustration, and not limitation; wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this section; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

CAMPAIGN COMMITTEE

shall mean (i) every candidate for City of Asbury Park elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iii) every joint candidates committee established in whole or in part by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iv) every political party committee of the City of Asbury Park; (v) every political party committee of the County of Monmouth; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Asbury Park municipal or Monmouth County elective offices or City of Asbury Park municipal or Monmouth County political parties or political party committees. The terms in the foregoing Subsection have the meaning prescribed in N.J.A.C. 19:25-1.7.

CONTRACT FOR PROFESSIONAL OR EXTRAORDINARY SERVICES

City of Asbury Park, NJ
Tuesday, December 1, 2020

Chapter 2. Administration

Article X. Regulation of Public Contracting, Contributions to Public Offices and Entities

§ 2-76. AWARD OF PUBLIC CONTRACTS.

Prior source history for award of public contracts includes Ordinance No. 2681 which was repealed in entirety by Ordinance No. 2969.

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whose contributions are regulated by this section shall mean: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns ten (10%) percent of more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than one hundred thousand (\$100,000) dollars in compensation or income of any kind (including, by way of illustration, and not limitation; wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this section; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

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shall mean (i) every candidate for City of Asbury Park elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iii) every joint candidates committee established in whole or in part by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iv) every political party committee of the City of Asbury Park; (v) every political party committee of the County of Monmouth; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Asbury Park municipal or Monmouth County elective offices or City of Asbury Park municipal or Monmouth County political parties or political party committees. The terms in the foregoing Subsection have the meaning prescribed in N.J.A.C. 19:25-1.7.

CONTRACT FOR PROFESSIONAL OR EXTRAORDINARY SERVICES

shall mean all contracts for "professional services" and "extraordinary unspecifiable services" as such term is used in N.J.S.A. 40A:11-5.

CONTRIBUTION

has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.

§ 2-76.2. Prohibition on Awarding Public Contracts to Certain Contributors.

[Ord. No. 2969 § 1]

- a. To the extent that it is not inconsistent with State or Federal law, the City of Asbury Park and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined in N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecifiable services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecifiable Services") from any business entity if such business entity has solicited or made any contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in the City of Asbury Park or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any City of Asbury Park or Monmouth County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of City of Asbury Park municipal or Monmouth County elections and/or Asbury Park municipal or Monmouth County candidates, candidate committees, joint candidates committees, political committees, political parties, political party committees (hereinafter "PAC"), in excess of the thresholds specified in Subsection(c) within one calendar year immediately preceding the date of the contract or agreement.
- b. No business entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Asbury Park or any of its departments or instrumentalities, for the rendition of professional services or extraordinary unspecifiable services shall knowingly solicit or make any contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in the City of Asbury Park, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Asbury Park or Monmouth County political committee or political party committee, or (iii) any PAC between the time of first communication between the business entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecifiable Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.
- c. The monetary thresholds of this section are: (i) a maximum of three hundred (\$300) dollars per calendar year each for any purpose to any candidate or candidate committee for Mayor or Governing Body, or five hundred (\$500) dollars per calendar year to any joint candidates committee for Mayor or Governing Body, or three hundred (\$300) dollars per calendar year to a political committee or political party committee of the City of Asbury Park; (ii) five hundred (\$500) dollars maximum per calendar year to a Monmouth County political committee or political party committee; and (iii) five hundred (\$500) dollars maximum per calendar year to any PAC. However, for each business entity party to a contract for professional or extraordinary unspecifiable services as defined in subparagraph (a) of this section, or engaged in negotiations for a contract defined in Subsection 2-76.1, when such business entity's

contribution is aggregated with all "persons" defined in Subsection 2-76.1, by virtue of their affiliation to that business entity party, a maximum of two thousand five hundred (\$2,500) dollars to all City of Asbury Park candidates, candidate committees, joint candidates committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Asbury Park or Monmouth County political committees and political party committees as described herein combined, without violating Subsection a of this subsection.

- d. For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Asbury Park Mayor or Governing Body, if the contract requires approval or appropriation from the Mayor or Governing Body, or (ii) the Mayor of the City of Asbury Park, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- e. Rules Regarding Subcontractors. No person may be awarded a subcontract to perform under a contract subject to this section, if the subcontractor would be disqualified by Subsection a of this subsection from receiving the contract at the time that the subcontract is awarded; nor may any person who would be disqualified by Subsection a. of this subsection from receiving the contract perform substantially all of the obligations described in a contract for professional or extraordinary unspecifiable services that is subject to this section.

§ 2-76.3. Contributions Made Prior to the Effective Date.

[Ord. No. 2969 § 2]

No contribution or solicitation of contributions made prior to the effective date of this section (adopted March 2, 2011 by Ord. No. 2969) shall be deemed to give rise to a violation of this section.

§ 2-76.4. Contract Renewal.

[Ord. No. 2969 § 3]

No contract subject to this section may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this section if it were an initial contract.

§ 2-76.5. Contribution Statement by Business Entity.

[Ord. No. 2969 § 4]

- a. Prior to awarding any contract or agreement to procure Professional Services or Extraordinary Unspecifiable Services from any business entity, the City of Asbury Park or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said business entity which is the intended recipient of said contract that he/she/it has not made a contribution in violation of Subsection 2-76.2. The City of Asbury Park, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the business entity is not in violation of this section, prior to awarding the contract or agreement.
- b. A business entity shall have a continuing duty to report to the City of Asbury Park any contributions that constitute a violation of this section that are made during the negotiation, proposal process or the duration of a contract. The City of Asbury Park, its purchasing agents and departments shall be responsible for informing the Governing Body within ten (10) business days after receipt of said report from the business entity or at the next Council meeting following receipt of said report from the business entity, whichever comes first.

- c. The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Asbury Park, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

§ 2-76.6. Return of Excess Contributions.

[Ord. No. 2969 § 5]

A business entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Subsection 2-76.2, if, within thirty (30) days after the date on which the applicable ELEC report is published, said business entity notifies the municipality in writing and seeks and receives reimbursement of the contribution from the recipient of such contribution.

§ 2-76.7. Exemptions.

[Ord. No. 2969 § 6]

The contribution limitations prior to entering into a contract in Subsection 2-76.2a do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 et seq.

§ 2-76.8. Penalty; Prohibited Acts.

[Ord. No. 2969 § 7]

- a. It shall be a material breach of the terms of a City of Asbury Park agreement or contract for Professional Services or Extraordinary Unspecifiable Services when a business entity that is a party to such agreement or contract has: (i) made or solicited a contribution in violation of this section; (ii) knowingly concealed or misrepresented a contribution given or received; (iii) made or solicited contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) made or solicited any contribution on the condition or with the agreement that it will be recontributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in the City of Asbury Park, or a holder of public office having ultimate responsibility for the award of a contract, or any City of Asbury Park or Monmouth County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the professional business entity itself, would subject that entity to the restrictions of this section; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of contributions to circumvent the intent of this section; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this section.
- b. Furthermore, any business entity that violates Subsection 2-76.8 shall be disqualified from eligibility for future City of Asbury Park contracts for a period of four (4) calendar years from the date of violation.
- c. Any person who knowingly, purposely, or recklessly violates any provision of this section, or who conspires with another person to violate any provision of this section, or who, with the purpose of promoting or facilitating a violation of this section, solicits another person to commit it, or aids or agrees, or attempts to aid another a person in planning or committing it, shall be

subject to punishment including fines and/or imprisonment as fixed by law for violations of the Ordinances of the City of Asbury Park.

§ 2-76.9. Citizens Private Right of Action.

[Ord. No. 2969 § 8]

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this section, every person aggrieved by a violation of the section, or any taxpayer or resident of the City of Asbury Park has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this section in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys' fees and costs, arising from or related to a violation of this section.

CITY OF ASBURY PARK
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

7.2.7.a

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the firm of Acacia Financial Group, Inc. (including all shareholders, officers and partners thereof) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 1, 2020 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Asbury Park as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Asbury Park Democratic Committee	
Asbury Park Republican Committee	
Candidate Committee of any Asbury Park official serving in an elective public office	
Any other political committee as defined in N.J.S.A. 19:44A-3(p), (q) and (r)	

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Kim M. Whelan	832 MacHack Dr Moorestown, NJ 08057
Noreen P. White	211 New York Ave, Pt Pleasant Beach, NJ 08742
Peter D. Nissen	901 Chestfield Dr, Lower Merion, PA 19002
Joshua C. Nyikita	126 E Central Ave, Moorestown, NJ 08057

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Acacia Financial Group, Inc.

Signed: [Signature] Title: Co-President
Print Name: Kim M. Whelan Date: 12/9/2020

Subscribed and sworn before me this <u>9th</u> day of <u>December</u> , 20 <u>20</u> .	<u>[Signature]</u> (Affiant) (Print name & title of affiant) <u>Kim M. Whelan, Co-President</u>
<u>[Signature]</u> Notary Public	

HOLLIE R. GAUNTT

NOTARY PUBLIC

STATE OF NEW JERSEY

ID # 2165826

MY COMMISSION EXPIRES MAY 11, 2024

Attachment: ACACIA FINANCIAL GROUP CONTRACT (2021-32 : Appointment of Financial Advisor 2020)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

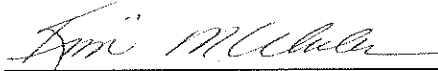
Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	Acacia Financial Group, Inc.		
Address:	6000 Midlantic Drive, Suite 410 North		
City:	Mt. Laurel	State:	NJ
Zip:	08054		

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Kim M. Whelan	Co-President
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Acacia Financial Group, Inc.	Prosperity First Committee, Inc.	Dec. 12, 2019	10,000.00
Acacia Financial Group, Inc.	EFO Jim Beach for Senate	Jan 28, 2020	1,600.00
Acacia Financial Group, Inc.	EFO Spearman for Assembly	Jan 28, 2020	1,000.00
Acacia Financial Group, Inc.	Maple Shade First	Jan 28, 2020	2,000.00
Acacia Financial Group, Inc.	Prosperity First Committee, Inc.	Jan 28, 2020	5,000.00
Acacia Financial Group, Inc.	East Bergen First	Feb 12, 2020	2,500.00
Acacia Financial Group, Inc.	EFO Gabriela Mosquera for Assembly	Mar 5, 2020	350.00
Acacia Financial Group, Inc.	Bill Moen for Assembly	May 29, 2020	1,450.00
Acacia Financial Group, Inc.	EFO Spearman for Assembly	May 29, 2020	450.00
Acacia Financial Group, Inc.	Sweeney for Senate	Jun 23, 2020	2,600.00
Acacia Financial Group, Inc.	Prosperity First Committee, Inc.	Jun 24, 2020	5,000.00
Acacia Financial Group, Inc.	General Majority PAC	Sep 3, 2020	10,000.00
Acacia Financial Group, Inc.	Good Government PAC	Sep 3, 2020	5,000.00
Acacia Financial Group, Inc.	Good Government PAC	Sep 14, 2020	2,200.00
Acacia Financial Group, Inc.	NJ Democratic GOTV PAC	Sep 25, 2020	5,000.00
Acacia Financial Group, Inc.	General Majority PAC	Oct 6, 2020	5,000.00
Acacia Financial Group, Inc.	General Majority PAC	Oct 23, 2020	2,200.00
Acacia Financial Group, Inc.	Maple Shade First	Dec 4, 2020	2,800.00
Acacia Financial Group, Inc.	EFO Mosquera for Assembly	Dec 8, 2020	500.00

Attachment: ACACIA FINANCIAL GROUP CONTRACT (2021-32 : Appointment of Financial Advisor 2020)

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Acacia Financial Group, Inc.

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

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

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

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

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

☐ Other (see instructions) ► _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

6000 Atlantic Drive, Ste 410 N

6 City, state, and ZIP code

Mt Laurel NJ 08054

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

20-4775907

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

12/9/2020

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes,	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

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

Quote Number: _____

Bidder/Offoror: Acacia Financial Group, Inc.**PART 1: CERTIFICATION****BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.****FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

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

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): Kim M. WhelanSignature: [Signature]Title: Co-PresidentDate: 12/9/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/8/2020

7.2.7.a

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance of Delaware Valley 2000 Midlantic Dr, Suite 440 Mt Laurel NJ 08054		CONTACT NAME: Latifa Ford ARM PHONE (A/C No. Ext): (856) 552-6330 E-MAIL ADDRESS: lford@bbdvins.com FAX (A/C No): (856) 840-8484	
INSURED Acacia Financial Group, Inc. 6000 Midlantic Drive Suite 410 N Mt. Laurel NJ 08054		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Company of the Midwe INSURER B: Hartford Accident and Indemnity Company INSURER C: Hartford Underwriters Insurance Company INSURER D: Allied World Surplus Lines Ins. Company INSURER E: Lloyds of London Insurance Co INSURER F:	
		NAIC # 37478 22357 30104 16624	

COVERAGES

CERTIFICATE NUMBER: CL205811050

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			13 SBA TM8928 SB	5/9/2020	5/9/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			13 UEC GA6183	12/10/2020	12/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			13 SBA TM8928 SB	5/9/2020	5/9/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	13WECRE4615	5/9/2020	5/9/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			0311-3299	5/9/2020	5/9/2021	Policy Limit \$5,000,000
C	Cyber Liability			ASJ20G005108	5/9/2020	5/9/2021	Policy Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Billy Roberts/LAFORD

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COMMENTS/REMARKS

Great American Insurance:-Crime Policy#SAA E3528080100

5/9/2020 - 5/9/2021.

Limit \$1,000,000 Employee Dishonesty, Computer Fraud, Funds Transfer Fraud

Deductible \$10,000

Attachment: ACACIA FINANCIAL GROUP CONTRACT (2021-32 : Appointment of Financial Advisor 2020)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 282
TRENTON, N.J. 08648-0282

TAXPAYER NAME:

ACACIA FINANCIAL GROUP, INC.

ADDRESS:

6000 MIDLANTIC DRIVE, STE 410
MT LAUREL NJ 08054

EFFECTIVE DATE:

05/12/06

TRADE NAME:

SEQUENCE NUMBER:

1235605

ISSUANCE DATE:

06/27/17

James J. Quisenberry
Director
New Jersey Division of Revenue

FORM-BRC

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

Attachment: ACACIA FINANCIAL GROUP CONTRACT (2021-32 : Appointment of Financial Advisor 2020)



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-33



RESOLUTION NO. 2021-33

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

APPOINTING LAW OFFICES OF GENOVA BURNS, LLC TO SERVE AS LABOR COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) wishes to appoint a licensed attorney/law firm to serve as “Labor Counsel” for the City for the year 2021; and

WHEREAS, during the term of its appointment, said attorney/law firm shall handle legal issues for the City which relate to labor matters, as well as such other legal matters as may be referred to it from time to time by the City Manager and/or the Mayor and Council (collectively referenced as the “services”); and

WHEREAS, on October 29, 2020, a formal “Request for Qualification” (the (“RFQ”) was issued by the City pursuant to the “Fair and Open” process described in N.J.S.A. 19:44A-20.4, et. Seq., seeking interested firms to provide "Labor Counsel" for the City; and

WHEREAS, in accordance with the RFQ, the City received and opened proposals from interested firms on November 17, 2020; and

WHEREAS, following review and evaluation of the proposals received, the Mayor and Council have determined to appointed the law firm of Genova Burns, LLC to serve as the City's "Labor Counsel" for 2021; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the City Engineer’s services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the Pay-to-Play Law); and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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. The law firm of Genova Burns, LLC is hereby appointed to serve as “Labor Counsel” for the City for the calendar year 2021.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Genova Burns, LLC for the aforementioned services, for the calendar year 2021, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Genova Burns, LLC shall be paid an amount not to exceed \$100,000.00 for the services enumerated herein.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. Law Offices of Genova Burns, LLC
 - b. Donna M. Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-33 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Genova Burns LLC
 494 Broad Street, Newark, NJ 07102
Tel: 973.533.0777 **Fax:** 973.533.1112
Web: www.genovaburns.com

Rajiv D. Parikh, Esq.
 Partner
 Member of NJ and NY Bars
rparikh@genovaburns.com
 Direct: 973-535-4446

December 30, 2020

Tracy Lizardi, Purchasing Agent
 City of Asbury Park
 Municipal Plaza
 Asbury Park, New Jersey 07712

Re: Agreement Regarding Legal Services

Dear Mayor Moor, Deputy Mayor Quinn, Honorable Members of the City Council, Ms. Vieiro and Ms. Lizardi:

We are pleased to have this opportunity to provide legal services to you. This correspondence is intended to inform you of the terms and conditions for our engagement for the matter described in detail below:

Client: City of Asbury Park, Municipal Plaza, Asbury Park, NJ 07712, referred to as “You and “Your”, AND **Genova Burns LLC**, 494 Broad Street, Newark, NJ 07102, referred to as “we” or “us”.

Scope of Services: **Labor Attorney**, and any other matters as assigned by you that we accept.

The legal services to be provided includes, if necessary, all court appearances, administrative proceedings, conferences, closings, negotiations, meetings, research, investigation, correspondence, telephone calls, preparation and drafting of pleadings and other legal documents, trial preparation and related work including opinion letters.

Legal Fees and Result: We cannot predict or guarantee what your final bill will be. This will depend on the amount of time spent on your case and the amount of other expenses. Moreover, we cannot predict or guarantee the result of our representation in this matter.

Attachment: City of Asbury Contract 2021 Genova (2021-33 : Labor Counsel Appointment 2021)



Tracy Lizardi, Purchasing Agent
 December 30, 2020
 Page 2

Hourly Rate: You agree to pay us for legal services at the following hourly rates for services of all attorneys and paraprofessionals. These rates may change from time to time if our regular billing rate changes. You will be given at least thirty (30) days' notice of any change in rates.

<u>Partners:</u>	\$150.00
<u>Counsel:</u>	\$150.00
<u>Of Counsel:</u>	\$150.00
<u>Senior Associates</u>	\$150.00
<u>Junior Associates</u>	\$150.00
<u>Paralegals:</u>	\$ 90.00

All Services Will Be Billed: You will be billed at the hourly rates set forth in above for all services rendered. All services are billed in increments of 1/10th of an hour. This includes telephone calls (minimum charge of six [6] minutes), drafting and reviewing letters, travel time to and from meetings and court, legal research, preparation of pleadings and documents, negotiations and any other services related to your matters, as required.

Future Proceedings: You agree that if the firm or an attorney of our firm is subpoenaed, deposed, called to testify or required to respond to discovery sought from the firm or attorney in the context of legal proceedings concerning any aspect of the legal services that we provide for you, we will be compensated for that person's services in connection therewith (including preparation) at his or her customary hourly rate to clients at the time of such proceedings. You also agree that we will be entitled to full reimbursement for costs incurred in connection with the production of documents in response to subpoenas and demands for the production of documents issued in any such proceedings. Your obligations under this provision will survive any termination of our representation (whether by you or by us).

Costs and Expenses: In addition to legal fees, you must pay the following costs and expenses if they become necessary: experts' fees, court costs, filing fees, recording fees, accountants' fees, appraisers' fees, service fees, investigator fees, computerized legal research costs, electronic discovery collection, processing and hosting costs, deposition costs, messenger services, delivery charges, photocopying and supply charges, travel expenses, secretarial overtime, if necessary, and any other necessary costs and expenses in this matter. Expert fees

Tracy Lizardi, Purchasing Agent
December 30, 2020
Page 3

will be discussed with and approved by you prior to being incurred. We may require that expert(s) be retained directly by you. You would then be solely responsible to pay the expert(s).

Statements: We will send you itemized statements on a monthly basis; although, in some instances we may defer sending you statements for one or more months. We may require that costs and expenses be paid in advance. All other statements for costs and legal expenses are due upon receipt. Each statement sets forth the service performed, the time expended and date performed. If we email statements to you, hard copies will be provided only upon your request.

Payment Due: Statements are due and payable by you upon receipt. We will deem a statement past due after thirty (30) days. We reserve the right to add a finance charge of six (6%) percent on all past due invoices. When a statement becomes past due, we reserve the right to terminate our services to you and proceed to pursue a collection action against you for unpaid invoices. The attorney fees and costs incurred in the collection matter, including an allowance for professional time expended by attorneys in our firm at their customary rates and reasonable expenses, will be included as part of our claim against you. You will be responsible for these additional attorney fees and costs whether the collection efforts are pursuant to our participation in the Supreme Court mandated fee arbitration program (R.1:20A) or as part of a law suit filed in state or federal court.

Retention of the Entire Firm: You have retained the entire law firm. While one attorney shall be primarily responsible for your matter and will directly supervise all aspects of it, we reserve the right to assign certain portions of the work in representing you to other attorneys within the firm.

Your Responsibility: You must fully cooperate with us and provide all information relevant to the issues involved in your matters. You must also pay all statements as required by this Agreement. You must promptly notify us of any change in your address, telephone number(s), email address(es) or other contact information. You can reduce your legal fees substantially by complying with our requests for information on a timely basis and in an organized form. If you do not comply with these requirements, we may withdraw from representing you consistent with our ethical obligations to you, at which time you will pay us the full amount owed to us.

Termination: You are free to obtain a new attorney at any time. In such event you will notify us in writing of your desire to obtain a new attorney as soon as possible. You will pay us what

Tracy Lizardi, Purchasing Agent
December 30, 2020
Page 4

you owe up to the time of that written notice. We will forward a copy of your file to the attorney of your choice. You or your new attorney will be responsible for the costs of such duplication of your file. If permission from a Court is required to transfer your file to your new attorney, he or she shall have the responsibility for obtaining that permission. Additionally, we retain our right to terminate our representation of you, at any time and for any reason, in compliance with any applicable rules governing our professional conduct, and in accordance with any applicable orders of court.

Fee Arbitration: In the event of any fee dispute with you, you have the option to refer the matter to the appropriate Fee Arbitration Committee established by the New Jersey Supreme Court (R.1:20A). If you elect to pursue the fee dispute through fee arbitration, we will provide you with the applicable court rules for submission to fee arbitration upon your request and in accordance with any obligations to do so under applicable Court Rules.

Forum Selection: In the event of any dispute relating to this Agreement and/or the parties' relationship that cannot be resolved through fee arbitration (as set forth herein), you and we agree to the exclusive jurisdiction of the state and federal courts of New Jersey to hear and resolve such disputes.

Competent Services: We agree to provide conscientious, competent, ethical and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. Our goal is the best net result for you, taking our fees and your costs into consideration.

No Guarantee: However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, we cannot and do not warrant, predict or guarantee results or the final outcome of any case or matter.

Reimbursement for Fees: If the nature of your case or matter seeks reimbursement from another party, insurer, or entity for your legal fees, we shall not endeavor to obtain such reimbursement for you.

Electronic Communications: It has become customary for attorney-client communications to use electronic mail transmitted via the internet, including the use of online commercial e-mail services that store information on their servers, notwithstanding that such use and storage may heighten the risk of inadvertent or unintended disclosures or other adverse consequences

Tracy Lizardi, Purchasing Agent
December 30, 2020
Page 5

occurring. You hereby confirm that you invite and prefer the use of such communications and services, and of cellular telephones, text messaging and fax transmissions, because of their efficiency and convenience. You also confirm that you are aware of and accept the risks of any adverse consequences, which could include the loss of attorney-client privilege, attorney work product confidentiality, or other protections and the risk of inadvertent disclosure of your confidential information.

Technology: To enhance the efficiency of our practice, we use, and may further use, a variety of technology, including third party cloud based platforms to store documents, analyze discovery, communicate with clients and other activities. You consent to our use of these services to store your files, communicate with you and carry out other necessary tasks related to our representation.

Signatures: All of us have read and agree to this Agreement and are authorized to execute same on behalf of the entity(s) identified below. We have answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement. Any electronic or facsimile signature shall be deemed an original.

Very truly yours,

GENOVA BURNS LLC


RAJIV D. PARIKH

Approved and Agreed:

CITY OF ASBURY PARK

By: _____
TRACY LIZARDI, Purchasing Agent

#15755648 (9998.070)



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-34



RESOLUTION NO. 2021-34

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

APPOINTING LAW OFFICES OF PARKER MCCAY, P.A. TO SERVE AS OPRA COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) wishes to appoint a licensed attorney/law firm to serve as “OPRA Counsel” for the City for the calendar year 2021; and

WHEREAS, during the term of its appointment, said attorney/law firm shall handle legal issues for the City which relate to Open Public Records Act matters, as well as such other legal matters as may be referred to it from time to time by the City Manager and/or the Mayor and Council (collectively referenced as the “services”); and

WHEREAS, on October 29, 2020, a formal “Request for Qualification” (the (“RFQ”) was issued by the City pursuant to the “Fair and Open” process described in N.J.S.A. 19:44A-20.4, et. Seq., seeking interested firms to provide "OPRA Counsel" for the City; and

WHEREAS, in accordance with the RFQ, the City received and opened proposals from interested firms on November 17, 2020; and

WHEREAS, following review and evaluation of the proposals received, the Mayor and Council have determined to appointed the law firm of Parker McCay, P.A. to serve as the City's "OPRA Counsel" for 2021; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the City Engineer’s services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the Pay-to-Play Law); and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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. The law firm of Parker McCay, P.A. is hereby appointed to serve as “OPRA Counsel” for the City for the calendar year 2021.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Parker McCay, P.A. for the aforementioned services, for the calendar year 2021, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Parker McCay, P.A. shall be paid an amount not to exceed \$40,000.00 for the services enumerated herein.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. Parker McCay, P.A.
 - b. Donna M. Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-34 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK

SPECIAL COUNSEL CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made this ____ day of _____, 20____, between the **CITY OF** _____, a municipal corporate body politic, with its principal office located at _____ (hereinafter referred to as the "City") and **PARKER McCAY P.A.**, a Firm of licensed New Jersey attorneys, with the Firm's principal office at 9000 Midlantic Drive, Suite 300, P. O. Box 5054, Mount Laurel, NJ 08054 (hereinafter referred to as the "Special Counsel"),

WITNESSETH the following:

WHEREAS, there exists a need for the City to obtain Special Counsel to provide legal services to the City for the year _____ and appointment of a Special Counsel is authorized by State law;

WHEREAS, Parker McCay P.A. is a Firm of licensed New Jersey attorneys at law and is qualified and able to render legal services to the City as Special Counsel; and

WHEREAS, the Local Public Contracts Law [N.J.S.A. 40A:11-1, et seq.] permits the award of contracts for "professional services" without competitive bids, and the services contemplated to be rendered by the Special Counsel qualify as "professional services" under said law; and

WHEREAS, the City has reviewed existing appropriations of funds and represents that sufficient funds have been appointed to pay for the professional services rendered by the Special Counsel; and

WHEREAS, there is a need to reduce to writing the understanding and agreement that exists between the City and the Special Counsel;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. SCOPE & TERM - The Special Counsel agrees to provide the City general legal services more particularly described within this Agreement for the fees specified herein for a term of one year, between January 1, _____ and December 31, _____, or until a successor is qualified and appointed, whichever later occurs. _____, **Esquire**, a member of the Firm, will be the attorney principally responsible for providing legal services to the City during the term of this contract.

2. COMPENSATION - For and in consideration of the services to be performed by the Special Counsel on behalf of the City, the City agrees to pay promptly upon receipt of an appropriate voucher all charges for services rendered and costs expended. The Special Counsel's fee shall be based on the fee schedule annexed hereto and made a part hereof as Exhibit A.

3. BILLING PROCEDURE - In accordance with this contract, the Special Counsel will provide billings on a periodic basis which will cover all fees and costs rightfully due and owing for the services they have performed or the out-of-pocket expenses they have incurred on behalf of the City.

4. AUTHORIZATION OF WORK - The fees referred to herein shall be applicable to all legal services rendered to the City. The Mayor and City Manager shall have the power to authorize work under this contract to the extent that there are funds appropriated.

5. DUTIES - The City hereby authorizes the Special Counsel to be the legal advisors to the City regarding matters referred to Special Counsel under this Contract.

6. RECORDS AND PAPERS - All papers, documents, memoranda, plans, specifications and reports, and all material relating to the administration of the office of municipal attorneys shall be and remain the property of the City. The Special Counsel, upon termination or expiration of this contract, shall forthwith surrender to their successor all such property together with a written consent to use all such materials in the best interest of the City.

7. PUBLIC OFFICIAL - It is recognized that the Special Counsel, while operating under this contract, will be performing services for the municipality. It is hereby understood and agreed that the Special Counsel acts as quasi-public officials, subject to the rights, duties and privileges that such an office entails, including any and all rights, privileges and immunities the Special Counsel may enjoy under the New Jersey Tort Claims Act [N.J.S.A. 59:1-1, et seq.].

8. LIMITATIONS ON SCOPE OF WORK - This contract contemplates that the Special Counsel will provide the services outlined within this contract for the funds provided. However, this contract further contemplates that there will be no unusual, unreasonable or material changes in the required scope of legal services delineated herein which will frustrate the desired goals of the parties. In the event that either party shall determine in its or their opinion that the above situation has occurred, said party shall notify the other party to this contract, and upon such a determination the parties agree that the City may terminate further services in connection with the projects herein described until and unless additional funds are lawfully provided by the City, and the written contract, covering the services to be performed has been entered into between the parties hereto.

9. TERMINATION - The Special Counsel's contract with the City shall be deemed terminated upon action by the Mayor and City Manager.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

CITY OF _____
A municipal corporation of New Jersey

By: _____, MAYOR

ATTEST: _____

PARKER McCAY P.A.
A Firm of Attorneys-at-Law

By: _____, ESQUIRE
A Member of the Firm

ATTEST: _____
CAROLYN J. RUTSKY, COO/CFO
PARKER McCAY P.A.



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-35



RESOLUTION NO. 2021-35

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

APPOINTING PFK O'CONNOR DAVIES TO SERVE AS AUDITOR FOR THE CITY AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) must appoint a licensed auditor to handle general auditing responsibilities (the “services”) for the City during the year 2021; and

WHEREAS, on October 29, 2020, a formal “Request for Qualification” (the (“RFQ”) was issued by the City pursuant to the “Fair and Open” process described in N.J.S.A. 19:44A-20.4, et. Seq., seeking interested firms to provide professional auditing services for the City; and

WHEREAS, in accordance with the RFQ, the City received and opened proposals from interested firms on November 17, 2020; and

WHEREAS, following review and evaluation of the proposals received, the Mayor and Council have determined to appoint the firm of PFK O'Connor Davies to serve as the licensed auditor and perform general auditing responsibilities for the City for calendar year 2021; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the City Engineer’s services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the Pay-to-Play Law); and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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. The firm of PFK O'Connor Davies is hereby appointed to serve as the Auditor for the City for the calendar year 2021.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and PFK O'Connor Davies for the aforementioned services, for the calendar year 2021, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. PFK O'Connor Davies shall be paid an amount not to exceed \$60,000.00 for the services enumerated herein.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. PFK O'Connor Davies
 - b. Donna M. Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-35 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-36



RESOLUTION NO. 2021-36

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

AUTHORIZING THE AWARD OF A CONTRACT TO THE FIRM OF KYLE + MCMANUS ASSOCIATES, LLC TO PERFORM PROFESSIONAL AFFORDABLE HOUSING PLANNING AND/OR CONSULTING SERVICES

WHEREAS, there is a need for the City of Asbury Park (the “City”) to appoint a licensed Planner/Consultant to perform certain professional affordable housing planning and/or consulting services (the “services”) for the City, for the time period from January 1, 2021 through December 31, 2021; and

WHEREAS, on October 29, 2020, a formal “Request for Qualification” (the (“RFQ”)) was issued by the City pursuant to the “Fair and Open” process described in N.J.S.A. 19:44A-20.4, et. Seq., seeking interested firms to provide professional affordable housing planning and/or consulting services for the City; and

WHEREAS, in accordance with the RFQ, the City received and opened proposals from interested firms on November 17, 2020; and

WHEREAS, following review and evaluation of the proposals received, the Mayor and Council have determined to appoint the firm of Kyle + McManus Associates to serve perform professional affordable housing planning and/or consulting services for the City for calendar year 2021; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the City Engineer’s services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services”

under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City's Chief Financial Officer has certified the availability of funds for said contract.

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. The firm of Kyle + McManus Associates is hereby appointed to perform professional affordable housing planning and/or consulting services for the City for the calendar year 2021.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Kyle + McManus Associates for the aforementioned services, for the calendar year 2021, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Kyle + McManus Associates shall be paid an amount not to exceed \$30,000.00 for the services enumerated herein.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. Kyle + McManus Associates
 - b. Donna M. Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-36 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK

**CONTRACT FOR PROFESSIONAL PLANNING SERVICES
AS AFFORDABLE HOUSING PLANNER (ANNUAL CONTRACT)
FOR THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY**

THIS AGREEMENT is made as of this _____ day of _____, _____

BETWEEN:

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

hereinafter referred to as **CLIENT**

AND

**Kyle + McManus Associates, LLC
2 East Broad Street, 2nd Floor
PO Box 236
Hopewell, NJ 08525**

who shall be the **AFFORDABLE HOUSING PLANNER** hereinafter referred to as **PLANNER**.

WHEREAS, the **CLIENT** desires to engage the **PLANNER** to serve as the Affordable Housing Planner for the purpose of rendering planning services when the need arises and upon the request of the City; and

WHEREAS, by entering into this **CONTRACT**, the **CLIENT** acknowledges that the services to be performed by the **PLANNER** shall be considered a "Professional Service" in accordance with N.J.S.A. 40A:11-1 et. seq.; and

WHEREAS, Elizabeth McManus, PP, AICP, of Kyle + McManus Associates, LLC shall be designated as the Affordable Housing Planner on behalf of the **CLIENT**; and

WHEREAS, **PLANNER** certifies that it is in compliance with Pay-to-Play Laws, P.L.2004, c.19 and P.L.2005, c.271, including any applicable local ordinance(s) addressing political contributions, effective as of the date of this agreement.

NOW, THEREFORE, the **CLIENT** and **PLANNER**, in consideration of their mutual covenants and promises, agree as follows:

SECTION I -- PROFESSIONAL SERVICES OF THE PLANNER

The **PLANNER** shall provide basic professional planning services as required by **CLIENT** which may include the following:

1. Serve as an affordable housing consultant to the **CLIENT**;
2. Provide technical and planning advice to the **CLIENT**;
3. Review the applications, reports, and plans submitted by others to the **CLIENT**;

4. Consult with others and the CLIENT with respect to the foregoing matters, and all other planning matters, related to the duties and responsibilities of the CLIENT;
5. Furnish pertinent reports, counseling, and advice to the CLIENT as required;
6. Serve as an affordable housing planning consultant to the Governing Body, Planning Board and other municipal officials, boards, commissions and bodies of the CLIENT.
7. Review and/or prepare Master Plans and development ordinances as requested by the CLIENT.
8. Provide professional planning and zoning studies, reports and testimony as requested by the CLIENT.
9. Perform such other duties and functions as may be requested by the CLIENT; and
10. Attend meetings of the CLIENT as directed.

SECTION II -- CLIENT'S RESPONSIBILITIES

The CLIENT agrees to:

1. Make such records and information available to the PLANNER as may be required to assist him in the performance of his duties.
2. Authorize and direct committees, employees, and agents of the CLIENT to consult with the PLANNER at all reasonable times upon the request of the PLANNER regarding:
 - A. The work and services to be done or rendered by the PLANNER and/or others in the employ of the CLIENT;
 - B. The applications, plans, and reports to be reviewed by the PLANNER, submitted by others to the CLIENT;
 - C. The coordination of PLANNER'S professional services for any project or application; and,
 - D. Any and all other matters, as requested by the PLANNER, relating to the work and services of the PLANNER.
3. Submit to the PLANNER all relevant applications, plans, and reports prepared by others within such time to allow PLANNER ample opportunity to properly review same, consult with respect thereto and to make any necessary reports to the CLIENT, without the PLANNER causing a delay in the progress of the work.
4. Authorize the PLANNER to undertake additional services related to special projects ("Additional Services") if deemed necessary. Such authorization shall be by resolution of the CLIENT and memorialized in writing between the parties prior to commencement of said services. The PLANNER

shall be compensated for Additional Services in accordance with the negotiated fee agreed to between CLIENT and PLANNER, which shall be memorialized in the resolution authorizing the Additional Services.

SECTION III -- COMPENSATION OF THE PLANNER

1. For the services rendered by the PLANNER under this Agreement, the CLIENT shall pay and the PLANNER shall receive the following described sums:

- A. Professional Services:

For all professional services provided pursuant to Section I of this Agreement, the PLANNER shall be compensated at a rate consistent with Exhibit B. On any task for which the PLANNER is to be compensated from an escrow account for review and/or inspection services, CLIENT shall cooperate with the PLANNER and communicate the escrow account status throughout the extent of the application process or construction to assist PLANNER in ensuring that there are adequate funds for the services requested. At any time an escrow account is less than \$1,500, CLIENT shall provide immediate notice to PLANNER so that PLANNER can assess the prospective services requested and compare same to the escrow account balance prior to any further performance. All other work performed by staff other than the PLANNER will be billed in accordance with the Rate Schedule attached as Exhibit B.

- B. Additional Services:

For the additional services performed under Section II of this Agreement, the PLANNER shall be compensated in accordance with the negotiated fee as set forth in writing between the parties.

- C. Attendance at Meetings:

The PLANNER shall attend scheduled workshop and public meetings of the CLIENT as requested. The PLANNER shall be compensated for said meetings at a consistent with Exhibit B. PLANNER shall be compensated for a minimum of two (2) hours of time for each meeting.

- D. Travel Expenses

The PLANNER shall not charge for travel time or mileage for regularly scheduled public Planning Board or Zoning Board of Adjustment meetings. Travel and mileage for all other meetings shall be paid consistent with Exhibit B.

- E. Additional Expenses:

Expenses for postage and production of documents (including photo copies and color and/or other exhibits) and all other expenses specifically related to the work performed under this Agreement shall be reimbursed to the PLANNER in accordance Exhibit B.

2. Vouchers or invoices shall be issued monthly for services performed. Such billings shall be due when rendered. In the event CLIENT or a Developer/Applicant has a dispute with an invoice (or any portion of an invoice), CLIENT or Developer/Applicant shall nevertheless pay all undisputed invoices, or undisputed portions thereof, no later than 60 days from the date of the invoice. PLANNER agrees to negotiate any and all disputes in good faith with an effort of resolving the dispute within sixty (60) days of the subject invoice date.
3. In the event CLIENT requires PLANNER'S services beyond the termination date specified in SECTION V, PLANNER'S Schedule of Rates shall be subject to an equitable adjustment in January to reflect changes in the various elements that comprise the rates. All adjustments will be in pursuant to an agreement reached between the CLIENT and the PLANNER reduced to writing and deemed a modification of this Agreement.

SECTION IV -- PERIOD OF SERVICE

1. This Agreement shall have an effective commencement date of January 1, 2019 and shall terminate on December 31, 2019. Should the PLANNER'S services be required beyond that time, the PLANNER'S compensation for such work shall be subject to renegotiation, provided however, compensation shall not be lower than the rate provided in this agreement.

SECTION V -- STATUS OF PLANNER

1. To the extent permitted by law, the PLANNER, when engaged in the performance of duties and services as AFFORDABLE HOUSING PLANNER set forth herein (including specifically in Section I hereof), shall, only in the event of litigation, have the status of an agent of the Municipality for the sole and limited purposes of Title 59 Immunity (P.L.1972, c.45) allowing PLANNER to therefore be entitled to all immunities normally afforded to a MUNICIPAL employee or agent under Title 59.
2. The CLIENT, subject to appropriation and availability of funds, authorizes the PLANNER to secure any and all professional, technical and non-technical staff which may from time to time be necessary in the performance of the services required. It is expressly agreed and understood that services will be provided and certain functions will be performed on behalf of the CLIENT, pursuant to the terms of this proposal, by employees of Kyle + McManus Associates.
3. The professional, technical and non-technical staff referred to in subpart 2 hereof, when they are engaged on behalf of the CLIENT in the performance of the duties and services referred to in Section I hereof, shall be afforded Title 59 Immunity, to the extent permitted by law, as set forth in subpart 1, hereof.

SECTION VI -- OWNERSHIP AND REUSE OF DOCUMENTS

1. All final plans and specifications, ordered by the CLIENT and prepared by the PLANNER shall become the joint property of the CLIENT and the PLANNER. At the completion of work or in the event of termination, all work sheets and internal office communications of the PLANNER, including drawings, sketches, calculations, field notes and memoranda are and shall remain the property of the PLANNER, as instruments of service. The CLIENT, at its expense, may obtain extra prints of final drawings and specifications.
2. All documents including drawings and specifications prepared by the PLANNER pursuant to this Agreement are Instruments of Service with respect to a specific project. They are not intended or represented to be suitable for reuse of the CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by the PLANNER for the specific purpose intended will be at the CLIENT's sole risk, with no liability or exposure to PLANNER; and the CLIENT shall indemnify and hold harmless PLANNER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such unauthorized use. Any such verification or adaptation will entitle PLANNER to further compensation at rates to be agreed upon by the CLIENT and PLANNER.

SECTION VII -- INSURANCE AND INDEMNIFICATION

2. PLANNER shall secure and maintain Workman's Compensation Insurance (as required by Law) and General Liability Insurance (as required by contract) to protect the PLANNER and/or Its Employees and agents from claims for bodily injury, death or property damage which may arise from the performance of services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 with a \$2,000,000 excess liability coverage. The PLANNER shall provide Certificates of Insurance to the CLIENT prior to the performance of any services.
3. PLANNER shall also provide and maintain Professional Liability (Errors and Omissions) Insurance for claims which arise from any negligent performance of the PLANNER pursuant to this agreement. The limits of PLANNER'S Professional Liability insurance are currently \$1,000,000 per claim.
4. The CLIENT acknowledges that although the PLANNER is to cooperate with and make recommendations to the CLIENT with respect to planning matters related to the services provided by PLANNER, the final decisions are within the CLIENT's discretion and are to be made by the CLIENT.
5. The PLANNER shall not be liable in any way for any decision of the CLIENT (or consequences thereof) which (i) are not in accordance with the recommendations of the PLANNER, or (ii) are based on or related to any failure on the part of the CLIENT to accept or follow any recommendations of the PLANNER. In such event, the CLIENT hereby releases the PLANNER from any and all liability and waives any and all claims against the PLANNER arising out of or relating to any such decisions or the consequences thereof, and agrees to indemnify, defend, and save harmless the PLANNER against loss, liability, claim, damage, and expense, including reasonable counsel fees, arising out of or relating to any such decisions or the consequences thereof.

6. PLANNER agrees subject to the provisions herein, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by PLANNER's negligent acts, errors or omissions (and those of his or her contractors, subcontractors or consultants or anyone for whom the PLANNER is legally liable) in the performance of professional services under this Agreement.
7. The CLIENT agrees subject to the provisions herein, to indemnify and hold PLANNER harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's negligent acts, errors or omissions.

SECTION VIII -- LITIGATION AND ADDITIONAL INVESTIGATION

1. If requested by the client or directed by subpoena or court order, or in response to an Open Public Records Act ("OPRA") request, the PLANNER shall prepare for AND appear in litigation matters or provide project documents on behalf of the CLIENT or make investigations or reports in connection therewith in accordance with Exhibit B, specifically the Public Client Litigation Rate Schedule, or other consideration for such additional compensation as the PLANNER and CLIENT shall previously agree to in writing.

SECTION IX -- ENTIRE AGREEMENT

1. This Agreement represents the entire agreement between the CLIENT and the PLANNER relating to the subject matter hereof and no representations or agreements made by either party or by any representative of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party.
2. No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition, or modification.

SECTION X -- STATUTORILY REQUIRED AFFIRMATIVE ACTION CLAUSES

1. The PLANNER and the CLIENT hereby incorporate by reference into this Agreement the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127 and N.J.S.A. 10:5-31, as amended and supplemented from time to time, and PLANNER agrees to comply fully with the terms, provisions and conditions of Subsection 3.4(a), and Section 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations. The Affirmative Action Language set forth in Exhibit A is also made a part hereof.

SECTION XI -- AMERICANS WITH DISABILITIES ACT

1. The PLANNER and the CLIENT do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 ("Act") (U.S.C. Sec. 12101 et seq.), which prohibit discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement.

SECTION XII -- CONTROLLING LAW

1. The laws of the State of New Jersey shall govern this Agreement.

SECTION XIII -- SUCCESSORS AND ASSIGNS

1. Each Party to the Agreement is hereby bound to the terms and conditions contained in this Agreement and the legal representatives, successors and assignees of this Agreement, if any, shall also be bound to the terms and conditions contained herein.

SECTION XIV - SEVERABILITY

1. Any provision of this Agreement held to be void and unenforceable under any law or regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon the parties to this Agreement.

SECTION XV - TERMINATION OF APPOINTMENT

1. The parties agree that this agreement is a professional services contract and that Client may terminate the Planner at any time during the course of the contract term with or without cause.

IN WITNESS WHEREOF, the CLIENT and PLANNER have caused this Instrument to be executed in its respective name and behalf as of the day and year herein written.

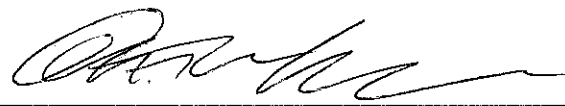
WITNESS

CITY OF ASBURY PARK

BY: _____ BY: _____
 [Municipal Witness] [Municipal Signature]
 Mayor

WITNESS

KYLE MCMANUS ASSOCIATES, LLC

BY:  BY: 
 [Kyle + McManus Associates, LLC Witness] Elizabeth McManus, PP, AICP
 Principal

Attachment: Affordable Housing - Kyle and McManus (2021-36 : Affordable Housing Planner Appointment 2021)



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-37



RESOLUTION NO. 2021-37

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

APPOINTING T & M ASSOCIATES TO SERVE AS MUNICIPAL ENGINEER FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) must appoint a licensed Engineering Firm to serve as the “Municipal Engineer” (a/k/a, the “City Engineer”) for the City for the year 2021; and

WHEREAS, the Mayor and Council have determined to appoint Francis W. Mullan, of T&M Associates, as the Municipal Engineer for the City for 2021; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Engineering services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the City Engineer has agreed to maintain his rates at the 2020 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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. Francis W. Mullan, of the T & M Associates firm, is hereby appointed to serve as the “Municipal Engineer” (a/k/a, the “City Engineer”) for the City for the year 2021.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and T&M Associates., for the year 2021.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Francis W. Mullan, P.E. C.M.E., of T&M Associates., shall be paid a fee not to exceed \$125,000.00 for services herein enumerated.
6. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Viero, City Manager
 - b. JoAnn Boos, CMFO, Chief Financial Officer
 - c. Director of the N.J. Division of Local Government Services
 - d. Edward Sasdelli, Fiscal Monitor
 - e. Francis W. Mullan, P.E. CME, T&M Associates

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-37 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK

AGREEMENT FOR PROFESSIONAL SERVICES AS CITY ENGINEER FOR CITY OF ASBURY PARK

THIS AGREEMENT is made as of this date, **December 29, 2020** by and between

CITY OF ASBURY PARK
One Municipal Plaza
Asbury Park, New Jersey 07712

(Hereinafter referred to as the "CLIENT")

AND

T&M ASSOCIATES
11 Tindall Road
Middletown, New Jersey 07748

(Hereinafter referred to as the "ENGINEER")

WHEREAS, the CLIENT desires to engage the ENGINEER to serve as the **CITY ENGINEER** for the purpose of rendering professional services upon the request of the CLIENT; *and*

WHEREAS, ENGINEER has submitted a proposal as part of this Agreement to serve as **CITY ENGINEER**, the terms and conditions of said proposal, including fees, are satisfactory to the CLIENT, and are set forth herein; *and*

WHEREAS, **FRANCIS W, MULLAN, PE**, a current employee of T&M Associates, has been appointed as the **CITY ENGINEER** and shall be designated as the Engineer in Responsible Charge on behalf of the CLIENT; *and*

NOW, THEREFORE, the CLIENT and ENGINEER, in consideration of their mutual covenants and promises, agree as follows:

SECTION 1 – PERIOD OF SERVICE

This Agreement shall have an effective commencement date of **January 1, 2021** and shall terminate on **December 31, 2021**. Of the ENGINEER's services be required beyond that time, the ENGINEER and CLIENT shall agree on the terms of the extended period of service.

SECTION 2 – PROFESSIONAL SERVICES OF THE ENGINEER

The ENGINEER upon the request of the CLIENT shall provide professional services requested by the CLIENT which shall include, but not be limited to, the following:

- a. Services required of an Authority Engineer by Statute and Ordinance and any other services requested and authorized by the Authority during the term of the ENGINEER's appointment;
- b. Provide professional services for the consulting projects identified by the CLIENT, as directed;
- c. Provide technical and engineering advice to the CLIENT;
- d. Consult with others and the CLIENT with respect to the foregoing matters, and all other engineering matters, related to the duties and responsibilities of the CLIENT;
- e. Furnish pertinent reports, counseling, and advice to the CLIENT, as required;
- f. Provide other professional services requested by the CLIENT which are offered directly by the ENGINEER or through sub-consultant agreements authorized by the CLIENT, including but not limited to: land surveys; preparation of grant applications; additional inspection or observation of projects; environmental evaluation or assessments; review of outside technical consultants; laboratory tests of materials; borings and other soils investigations; LSRP services, detailed layout of construction; or similar services;
- g. Provide Additional Services that may be requested by CLIENT; and
- h. Perform such other duties and functions as may be requested by the CLIENT.

SECTION 3 – ENGINEER'S RESPONSIBILITIES

The ENGINEER agrees to the following:

- a. Provide, with the usual thoroughness and competence of the engineering profession, the professional services noted and set forth in [Section 2 – Professional Services of the Engineer](#);
- b. Perform all professional services under this Agreement with the care and skill ordinarily used by members of the engineering profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided;
- c. Obtain the services of sub-contractors or sub professionals as required and/or ordered by the CLIENT for the compensation provided herein; and
- d. In the event **FRANCIS W. MULLAN, PE** is not available to provide services or if the employee's employment with T&M Associates terminates, then the ENGINEER shall designate another employee who is satisfactory to the CLIENT and who shall be in Responsible Charge for the remaining term of this Agreement.

SECTION 4 – CLIENT'S RESPONSIBILITIES

The CLIENT agrees to the following:

- a. Make such records and information available to the ENGINEER as may be required to assist him in the performance of his duties;
- b. Authorize and direct committees, employees, and agents of the CLIENT to consult with the ENGINEER at all reasonable times upon the request of the ENGINEER regarding the services performed as described in this Agreement;

- c. Submit to the ENGINEER all relevant applications, plans, and reports prepared by others within such time to allow the ENGINEER ample opportunity to properly review same, consult with respect thereto and to make any necessary reports to the CLIENT, without the ENGINEER causing a delay in the progress of the work; and
- d. Authorize the ENGINEER to undertake additional services related to special projects ("Additional Services") if deemed necessary. Such authorization shall be memorialized in writing between the parties prior to commencement of said services. The ENGINEER shall be compensated for Additional Services in accordance with the negotiated fee agreed to between the CLIENT and the ENGINEER.

SECTION 5 – PAYMENT TO THE ENGINEER

- 5.1** For the services rendered by the ENGINEER under this Agreement, the CLIENT shall pay, and the ENGINEER shall receive the following described sums:
- 5.1.1 PROFESSIONAL SERVICES.** For all professional services provided pursuant to this Agreement, the ENGINEER shall be compensated in accordance with the **2021 SCHEDULE OF HOURLY BILLING RATES / EXPENSES**, attached hereto as [Exhibit II](#).
 - 5.1.2 ADDITIONAL SERVICES.** For any Additional Services performed under Section 4 of this Agreement, the ENGINEER shall be compensated in accordance with the negotiated fee as set forth in writing between the parties.
 - 5.1.3 ATTENDANCE AT MEETINGS.** The ENGINEER, or his representative, shall attend scheduled workshop and public meetings of the CLIENT as requested. The ENGINEER shall be compensated for said meetings in accordance with the **2021 SCHEDULE OF HOURLY BILLING RATES / EXPENSES** attached hereto as [Exhibit II](#).
 - 5.1.4 ADDITIONAL EXPENSES.** Expenses for travel, postage, and telephone are specifically included in the hourly rates set forth in the **2021 SCHEDULE OF HOURLY BILLING RATES / EXPENSES** attached hereto as [Exhibit II](#). All other expenses specifically related to the work performed under this Agreement shall be reimbursed to the ENGINEER.
- 5.2** Vouchers or invoices shall be issued monthly by ENGINEER for services performed. Such billings shall be due when rendered. In the event the CLIENT has a dispute with an invoice (*or any portion of an invoice*), the CLIENT shall nevertheless pay all undisputed invoices, or undisputed portions thereof, no later than sixty (60) days from the date of the invoice. CLIENT and ENGINEER agree to negotiate any and all disputes in good faith with an effort of resolving the dispute within sixty (60) days of the subject invoice date.
- 5.3** In the event the CLIENT requires the ENGINEER's services beyond the termination date specified in [Section 1 – Period of Service](#), the ENGINEER's [2021 Schedule of Hourly Billing Rates / Expenses](#) shall be subject to an equitable adjustment to reflect changes in the various elements that comprise the rates. All adjustments will be pursuant to an agreement reached between the CLIENT and the ENGINEER which such agreement shall be reduced to writing and deemed a modification of this Agreement.

SECTION 6 – STATUS OF ENGINEER

- 6.1** To the extent permitted by law, the ENGINEER, when engaged in the performance of duties and services set forth herein (*including specifically those services provided in Section 2 hereof*), shall, in the event of litigation, act as and have the status of an employee or an agent of the Municipality for the sole and limited purposes of Title 59 Immunity allowing ENGINEER to therefore be entitled to all immunities normally afforded to a municipal employee or agent under Title 59.
- 6.2** The CLIENT, subject to appropriation and availability of funds, authorizes the ENGINEER to secure any and all professional, technical and non-technical staff which may from time to time be necessary in the performance of the services required. It is expressly agreed and understood that services will be provided, and certain functions will be performed on behalf of the CLIENT, pursuant to the terms of this proposal, by the ENGINEER's employees.
- 6.3** The professional, technical and non-technical staff referred to in [Subsection 6.2](#) hereof, when they are engaged on behalf of the CLIENT in the performance of Engineering duties and services referred to in [Section 2 – Professional Services of the Engineer](#) hereof, shall be afforded Title 59 Immunity, to the extent permitted by law, as set forth in [Subsection 6.1](#) hereof.

SECTION 7 – INSURANCE AND INDEMNIFICATION

- 7.1** The ENGINEER shall secure and maintain Worker's Compensation Insurance (*as required by Law*) and General Liability Insurance to protect the ENGINEER and / or its employees and agents from claims for bodily injury, death or property damage which may arise from the performance of services pursuant to this Agreement. The limits of said Liability Insurance shall not be less than \$1,000,000 with a \$2,000,000 excess liability coverage. If requested, the ENGINEER shall provide Certificates of Insurance to the CLIENT prior to the performance of any services.
- 7.2** The ENGINEER shall also provide and maintain Professional Liability (*Errors and Omissions*) Insurance for claims which arise from any negligent performance of the ENGINEER pursuant to this agreement. The limits of the ENGINEER'S Professional Liability insurance shall not be less than \$2,000,000 per claim.
- 7.3** The CLIENT acknowledges that although the ENGINEER is to cooperate with and make recommendations to the CLIENT with respect to engineering matters related to the services provided by the ENGINEER, the final decisions are within the CLIENT's discretion and are to be made by the CLIENT.

The ENGINEER shall not be liable in any way for any decision of the CLIENT (*or consequences thereof*) which (i) are not in accordance with the recommendations of the ENGINEER, or (ii) are based on the acts or omissions of a contractor or other third party that is not a party to a written agreement with ENGINEER by which ENGINEER assumes responsibility for the contractor or third party, or (iii) are based on or related to any failure on the part of the CLIENT to accept or follow any recommendations of the ENGINEER. The CLIENT hereby releases the ENGINEER from any and all liability and waives any and all claims against the ENGINEER arising out of or relating to any such decisions or the consequences thereof, and agrees to indemnify, defend, and save harmless the ENGINEER against loss, liability, claim, damage, and expense, including any consequential damages or reasonable counsel fees, arising out of or relating to any such decisions or the consequences thereof.

- 7.4** The ENGINEER agrees subject to the provisions herein, to indemnify and hold the CLIENT harmless from any damage, liability or cost (*including reasonable attorneys' fees and costs of defense*) to the extent caused by the ENGINEER's negligent acts, errors or omissions (*and those of his or her contractors, subcontractors or consultants or anyone for whom the ENGINEER is legally liable*) in the performance of professional services under this Agreement.

The CLIENT agrees subject to the provisions herein, to indemnify and hold the ENGINEER harmless from any damage, liability or cost (*including reasonable attorneys' fees and costs of defense*) to the extent caused by the CLIENT's negligent acts, errors or omissions.

SECTION 8 – OWNERSHIP AND REUSE OF DOCUMENTS

- 8.1** All final plans and specifications ordered by the CLIENT and prepared by the ENGINEER shall become the joint property of the CLIENT and the ENGINEER. At the completion of work or in the event of termination, all work sheets and internal office communications of the ENGINEER, including drawings, sketches, calculations, field notes and memoranda are and shall remain the property of the ENGINEER, as instruments of service. The CLIENT, at its expense, may obtain extra prints of final drawings and specifications.
- 8.2** All documents including drawings and specifications prepared by the ENGINEER pursuant to this Agreement are instruments of service with respect to a specific project. They are not intended or represented to be suitable for reuse of the CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CLIENT'S sole risk, with no liability or exposure to the ENGINEER; and the CLIENT shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such unauthorized use. Any such verification or adaptation will entitle the ENGINEER to further compensation at rates to be agreed upon by the CLIENT and the ENGINEER.

SECTION 9 – MISCELLANEOUS

- 9.1 AFFIRMATIVE ACTION.** The ENGINEER and the CLIENT hereby incorporate by reference into this Agreement the mandatory Affirmative Action language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127 and N.J.S.A. 10:5-31, as amended and supplemented from time to time; and ENGINEER agrees to comply fully with the terms, provisions and conditions of Subsection 3.4(a), and Section 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations. The **AFFIRMATIVE ACTION LANGUAGE** set forth in [Exhibit I](#) is also made a part hereof.
- 9.2 AMERICANS WITH DISABILITIES ACT.** The ENGINEER and the CLIENT do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (*the "Act"*) (U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement.
- 9.3 FORCE MAJEURE.** The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's control including, but not limited to, strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely

manner, failure of the CLIENT to furnish timely information or provide review comments promptly, or delays caused by the faulty performance of others.

- 9.4 MUTUAL WAIVER.** To the fullest extent permitted by law, the CLIENT and the ENGINEER waive against each other, and the other's employees, officers, directors, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes including, but not limited to, loss caused by delay, commercial loss, or lost profits or revenues or opportunities from any service provided by either Party.
- 9.5 GOVERNING LAW.** The laws of the State of New Jersey shall govern this Agreement.
- 9.6 SUCCESSORS AND ASSIGNS.** Each Party to this Agreement is hereby bound to the terms and conditions contained in this Agreement and the legal representatives, successors and assignees of this Agreement, if any, shall also be bound to the terms and conditions contained herein.
- 9.7 SEVERABILITY.** Any provision of this Agreement held to be void and unenforceable under any law or regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon the parties to this Agreement.
- 9.8 ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the CLIENT and the ENGINEER relating to the subject matter hereof and no representations or agreements made by either party or by any representative of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party. No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition, or modification.

IN WITNESS WHEREOF, the CLIENT and the ENGINEER have caused this Instrument to be executed in its respective name and behalf as of the day and year herein written.

WITNESS

By: _____
Melody Hartsgrove
City of Asbury Park Clerk

By: _____
John Moor
Mayor

Date: _____

WITNESS

By: _____

By: _____
Francis W. Mullan, PE, CME
Senior Vice President

Date: _____

EXHIBIT I

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 ET SEQ. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that

it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302
(electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT II

2021 SCHEDULE OF HOURLY BILLING RATES / EXPENSES

Attachment: 2021 Egnineering Agreement_12-30-20 (2021-37 : Appointment of Municipal Engineer 2021)

SCHEDULE OF HOURLY BILLING RATES

	
2021 Schedule of Hourly Billing Rates	
Billing Title	Billing Rate/Hour
Intern Junior Field Staff Junior Technical Staff Administrative Support Staff	\$73.00
Field Staff Professional Entry Level Technical Staff Junior Professional Staff	\$113.00
Professional Staff Senior Technical & Field Staff Senior Professional Staff Supervising Technical Staff	\$145.00
Supervising Professional Staff Principal Division Manager Corporate Manager	\$154.00
Billing Basis: Fixed Rate for Each Billing Title	

2021 ASPK M-Rates

T&M occasionally uses part-time and temporary staff to meet peak workload demands, and these staff will be billed in accordance with the rate schedule above.

SCHEDULE OF MISCELLANEOUS CHARGES

Effective: January 1, 2021

Contracted Services

Including subconsultants, contracted labor,

Sub-professionals, and subcontractors Invoice Cost + 15%

Direct Expenses

- Disbursements to agencies, vendors and suppliers

Includes: equipment; interstate transportation;

permit, application, review, and similar fees; printing,

plotting, reproduction, binding, and other graphic

services; outside computer services; title, research,

and data services; courier and express services;

project field office expenses; and out-of-state telephone costs Invoice Cost

- Other Charges

Mileage Commensurate with IRS Guidelines

Travel and Subsistence Invoice Cost

Field Vehicles \$105/Day

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq. and agrees to furnish the required forms of evidence.

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

COMPANY: T&M Associates

SIGNATURE: _____

PRINT NAME: Francis M. Mullan

TITLE: Senior Vice President

DATE: _____

Attachment: 2021 Egnineering Agreement_12-30-20 (2021-37 : Appointment of Municipal Engineer 2021)

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2019** to **05-AUG-2022**

**T & M ASSOCIATES
11 TINDALL ROAD
MIDDLETOWN**

NJ 07748



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

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

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

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

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

COMPANY: T&M Associates
SIGNATURE: _____ NAME: Francis M. Mullan
TITLE: Senior Vice President DATE: _____

Subscribed and sworn to before me this _____ day of _____ 2020

Notary Public, State of New Jersey
(Seal)

Attachment: 2021 Egnineering Agreement_12-30-20 (2021-37 : Appointment of Municipal Engineer 2021)

BUSINESS ENTITY DISCLOSURE CERTIFICATION**FOR NON-FAIR AND OPEN CONTRACTS**

Required Pursuant To N.J.S.A. 19:44A-20.8

<NAME OF CONTRACTING AGENCY>

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that **T&M Associates** has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *<name of entity of elected officials>* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: T&M Associates

Signature of Affiant: _____ Title: Senior Vice President

Printed Name of Affiant: Francis M. Mullan

Date: _____

Subscribed and sworn before me this _____ day of _____, 2020

(Witnessed or Attested By)

My Commission Expires:

Name and Title
(Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: T&M Associates

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

- ☒ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

AND

- ☒ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

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

Full Name (Print): Francis M. Mullan Signature: _____

Title: Senior Vice President Date: _____

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

T&M Associates

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

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

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

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

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

☐ Other (see instructions) ► _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

11 Tindall Road

6 City, state, and ZIP code

Middletown, New Jersey 07748

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

2 2 - 1 8 0 6 7 0 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:	
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	
INSURED T&M Associates 11 Tindall Road Middletown, NJ 07748	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Fire Insurance Company of Hartford A(XV)	NAIC # 20478
	INSURER B: Continental Insurance Company A(XV)	35289
	INSURER C: Valley Forge Insurance Company A(XV)	20508
	INSURER D: Lexington Insurance Company A, XV	19437
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6081112806	7/8/2020	7/8/2021	EACH OCCURRENCE \$ 1,000,
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,
							MED EXP (Any one person) \$ 15,
							PERSONAL & ADV INJURY \$ 1,000,
							GENERAL AGGREGATE \$ 2,000,
							PRODUCTS - COMP/OP AGG \$ 2,000,
							\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6081112823	7/8/2020	7/8/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6081112840	7/8/2020	7/8/2021	EACH OCCURRENCE \$ 5,000,
							AGGREGATE \$ 5,000,
							\$ 10,
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	6081112837	7/8/2020	7/8/2021	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,
							E.L. DISEASE - POLICY LIMIT \$ 1,000,
D	Professional Liab.			031428317	4/26/2020	4/26/2021	Per Claim/Aggregate 5,000,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



09/13/01

**T & M ASSOCIATES
ELEVEN TINDALL RD
MIDDLETOWN NJ 07748**

Taxpayer Identification# **221-806-708/000**

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,

Patricia A. Chiacchio

Patricia A. Chiacchio
Director, Division of Revenue

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS**

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

TAXPAYER NAME:

T & M ASSOCIATES

TAXPAYER IDENTIFICATION#

221-806-708/000

ADDRESS

**ELEVEN TINDALL RD
MIDDLETOWN NJ 07748**

EFFECTIVE DATE:

03/21/66

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0063800

ISSUANCE DATE:

09/13/01

Patricia A. Chiacchio

Director, Division of Revenue

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

Attachment: 2021 Engineering Agreement_12-30-20 (2021-37 : Appointment of Municipal Engineer 2021)



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-38



RESOLUTION NO. 2021-38

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

RESOLUTION PURSUANT TO N.J.S.A. 40:48-1 AUTHORIZING THE CITY ENGINEER TO PERFORM SERVICES AS DESIGNEE TO THE CITY MANAGER FOR REVIEW OF DEVELOPMENT PERMITS IN ANY AREA OF SPECIAL FLOOD HAZARD

WHEREAS, the City of Asbury Park previously adopted Ordinance No.2915 § 24-4.1 which establishes statutory authorization and general provisions for construction and review of development permits in any area of special flood hazard; and

WHEREAS, Applications for a development within the special flood hazard area shall be made on forms furnished by the City Manager and shall include plans for any new or substantially improved structures; and

WHEREAS, Ordinance Ord. No. 2915 § 24-4.2 designated the City Manager as the Local Administrator and allowed for assignment of a Designee to assist with said reviews and implement the intent of reviews granting or denying development permit applications in accordance with the provisions established; and

WHEREAS, the duties of the Local Administrator are outlined within the Flood Damage Prevention Ordinance and shall thereby transfer to the Designee assigned to perform those duties; and

WHEREAS, the City desires to officially assign the City Engineer as a Designee to the Local Administrator and assist with review of development applications specifically in special flood hazard areas.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park in the County of Monmouth, and in the State of New Jersey that the City hereby assign the duties of the Local Administrator to the City Engineer as the official designee to assist with development reviews in special flood hazard areas and grants authority to the City Engineer as the Designee to grant or deny development applications in accordance with provisions set forth in the City Flood Damage and Prevention Ordinance § 24-4 et. Sec.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-38 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-39



RESOLUTION NO. 2021-39

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

RESOLUTION APPOINTING CITY PROSECUTOR

WHEREAS, the City of Asbury Park has a need to engage the services of a City Prosecutor for the year 2021, to provide services as per N.J.S.A. 2B:25-5 et. al.; and

WHEREAS, the City of Asbury Park is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c. 19, N.J.S.A. 19:44-20.4 et.seq.) (“Act”); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the Municipal Prosecutor in 2021 without undertaking a new “fair and open” process so long as the Municipal Prosecutor is not increasing his rates over the 2020 levels; and

WHEREAS, the Municipal Prosecutor has agreed to maintain his rates at the 2020 levels and;

WHEREAS, the CFO has certified the availability of funds for said contract

WHEREAS, the anticipated term of this contract is for twelve (12) month period, commencing on January 1, 2021 and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, following said review, the City Council wishes to reappoint James N. Butler Jr. to the professional service contract to provide prosecutor services in the amount of \$650.00 per court session and \$150.00 per hour for matters held in Superior Court, for the remainder of the year 2021.

NOW, THEREFORE, BE IT RESOLVED that the award of the professional service contract for City Prosecutor services is hereby made to James N. Butler Jr., Attorney at Law, in an amount of \$650.00 per court session and \$150.00 per hour for all Court matters held in

Superior Court, for the calendar year 2021.

BE IT FURTHER RESOLVED that **James N. Butler, Jr.** shall be paid a fee not to exceed \$50,000.00 for services herein enumerated.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the newspaper(s) of record.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign all documents associated with the contract.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-39 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK

AGREEMENT FOR PROFESSIONAL SERVICES
MUNICIPAL PROSECUTOR, CITY OF ASBURY PARK

THIS AGREEMENT, made the _____ day of _____, 2021, by and between THE CITY OF ASBURY PARK, a Municipal Corporation of the State of New Jersey, located at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter the “City”), and JAMES N. BUTLER, JR., ESQUIRE, An Attorney at Law of the State of New Jersey, located at 601 Bangs Avenue, Suite 507, Asbury Park, New Jersey 07712, (hereinafter the “Attorney” or “Municipal Prosecutor”);

AND, IT APPEARING that the City has a need to engage the services of a Municipal Prosecutor for the calendar year 2021 who shall perform all of the duties prescribed in N.J.S.A. 2B:25-5, *et seq.*, including, but not limited to the prosecution of criminal, quasi-criminal, and disorderly persons offenses, along with motor vehicle offenses, and any other matters for which the City’s Municipal Court has jurisdiction pursuant to law and rule of the Supreme Court of the State of New Jersey;

AND, IT FURTHER APPEARING that on January 1, 2021, the City intends to adopt a resolution authorizing the award of a professional services contract for the aforesaid services to the Attorney pursuant to the “fair and open” process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* and the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*;

AND, the City and the Attorney wish to set forth their respective rights and responsibilities in the within Agreement;

THEREFORE, IT IS AGREED as follows:

1. The City hereby appoints and employs the attorney to serve as the Municipal Prosecutor in accordance with the statutes and ordinances pertaining thereto, subject to the terms and conditions contained herein.

2. The Attorney hereby accepts this appointment and agrees to serve as the Municipal Prosecutor for the term set forth herein, in accordance with the terms and conditions contained in this Agreement.

3. The City hereby agrees to pay the Attorney for the services performed by him in his capacity as Municipal Prosecutor, as follows:

(a) \$650.00 per municipal court session; and

(b) \$150.00 per hour for all Court matters held in Superior Court.

4. The fees and costs paid to the Attorney shall not exceed the amount budgeted for such purposes in budgets heretofore or hereafter adopted by the City of Asbury Park.

5. The Attorney shall bill the City monthly for all services rendered on vouchers as required by the City. The City agrees to process and pay said vouchers when audited and found correct. Payment will be made within thirty (30) days of the submission of an audited and approved voucher.

6. The Attorney is aware that the City has enacted Section 2-76 of the Asbury Park City Code which requires public contracting reform and prohibits certain professional service contractors, during the term of their contracts with the City, from making contributions, or

pledges thereof, of money or other in-kind donations, to any City of Asbury Park candidate or holder of a public office within the City having ultimate responsibility for the award of their contracts, or to any City of Asbury Park or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Asbury Park municipal candidates or municipal officeholders. The parties hereby recognize that the attorney is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the Attorney to violate the requirements of Section 2-76 of the City Code during the term of this Agreement.

7. Political Contribution Disclosure:

The within Agreement has been awarded to the Contractor (Attorney) based upon the merits and abilities of the Contractor (Attorney) to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, *et seq.* As such, the undersigned do hereby attest that the Contractor (Attorney) his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's (Attorney's) eligibility to perform this Agreement, nor will the Contractor (Attorney) or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the

Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

8. Statutorily Required Affirmative Action Clause:

During the term of this Agreement, the City and the Attorney hereby incorporate into this agreement the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, et seq. (P.L. 1975, C 127) N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in Exhibit "A" attached. The Attorney shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as "Exhibit "B". Both Exhibits are incorporated herein by reference. The Attorney shall submit a copy of the Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Contract.

9. The Attorney shall also execute the "Americans with Disabilities Act of 1990" Certification attached hereto as Exhibit "C" which shall be incorporated herein by reference.

10. Subject to the provisions of Paragraph 10 below, this Contract shall commence on January 1, 2021 and expire on December 31, 2021, or until the appointment and qualification of a successor to the Attorney.

11. This Contract may be terminated by either party, with or without cause, upon thirty (30) days advanced written notice.

12. This Contract is subject to the review and approval of the New Jersey Division of Local Government Services (the "Division"), in accordance with the Memorandum of Understanding executed by the Division and the City regarding the provision of the State funding to the City.

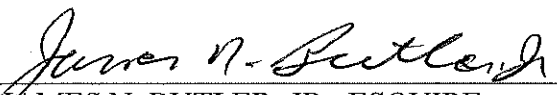
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day
and year first above written.

CITY OF ASBURY PARK

BY: _____
MAYOR JOHN B. MOOR

ATTEST CLERK/WITNESS

BY: _____
MELODY HARTSGROVE
CITY CLERK


JAMES N. BUTLER, JR., ESQUIRE

Attachment: Prosecutor- James Butler (2021-39 : Appointing City Prosecutor)



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-40



RESOLUTION NO. 2021-40

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

RESOLUTION APPOINTING ALTERNATE CITY PROSECUTOR

WHEREAS, the City of Asbury Park has a need to engage the services of an Alternate City Prosecutor for the year 2021, to provide services as per N.J.S.A. 2B:25-5 et. al., on an as-needed basis; and

WHEREAS, the City of Asbury Park is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c. 19, N.J.S.A. 19:44-20.4 et.seq.) (“Act”); and

WHEREAS, the City of Asbury Park followed the guidelines as set forth in the New Jersey Local Unit Pay-to-Play Law issued by the New Jersey Department of Community Affairs; and

WHEREAS, this contract shall go into effect January 1, 2021 through December 31, 2021; and

WHEREAS, the CFO has verified that funds exist for this activity in account 8-01-25-275-000-202; and

WHEREAS, this contract is being awarded under non-fair and open; and

WHEREAS, following said review, the City Council wishes to appoint the firm of Grace, Marmero, & Associates, LLP to the professional service contract to provide alternate prosecutor services in the amount of \$150.00 per hour, for of the year 2021.

NOW, THEREFORE, BE IT RESOLVED that the award of the professional service contract for alternate prosecutor services is hereby made to the firm of Grace, Marmero, & Associates, LLP, in the amount of \$150.00 per hour, for the year 2021.

BE IT FURTHER RESOLVED that this contract shall commence effective January 1, 2021 through December 31, 2021.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the newspaper(s) of record.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign all documents associated with the contract.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-40 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-41



RESOLUTION NO. 2021-41

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

RESOLUTION APPOINTING CITY PUBLIC DEFENDER

WHEREAS, the City of Asbury Park has a need to engage the services of a City Public Defender for the year 2021, to provide services as per N.J.S.A. 2B:24-6 et. al.; and

WHEREAS, the Mayor and Council have determined to reappoint Ronald J. Troppoli, Esq. to serve as the Public Defender for the City for 2021; and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the Public Defender in 2021 without undertaking a new “fair and open” process so long as the Public Defender is not increasing his rates over the 2020 levels; and

WHEREAS, the Public Defender has agreed to maintain his rates at the 2020 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, the City’s Chief Financial Officer as certified the availability of funds for said contract

WHEREAS, following said review, the City Council wishes to reappoint the Troppoli Law Firm to the professional service contract to provide public defender services in the amount of \$500.00 per court session and \$130.00 per hour for matters held in Superior Court, for the calendar of the year 2021.

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. The award of the contract for City Public Defender services is hereby made to the Troppoli Law Firm, in an amount of \$500.00 per court session and \$130.00 per hour for all Court matters held in Superior Court, for the calendar year 2021.
2. The City Manager is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and Troppoli Law Firm for the year 2021.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Troppoli Law Firm shall be paid a fee not to exceed \$30,000.00 for services herein enumerated.
6. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. A certified copy of this Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager
 - b. JoAnn Boos, CMFO, Chief Financial Officer
 - c. Director of the N.J. Division of Local Government Services
 - d. Edward Sasdelli, Fiscal Monitor
 - e. Frederick C. Raffetto, Esq., Municipal Attorney

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-41 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK

AGREEMENT, made this _____, day of _____, by and between

THE CITY OF ASBURY PARK
a Municipal Corporation of the State of New Jersey
 One Municipal Plaza
 Asbury Park, New Jersey 07712
 (hereinafter the "City");

AND

TROPPOLI LAW FIRM
 118 State Route 35 N.
 Neptune, New Jersey 07753
 (hereinafter the "Firm" or "Municipal Public Defender")

WITNESSETH:

WHEREAS, the City has a need to engage the services of a Municipal Public Defender for the remainder of the calendar year _____, who shall perform all of the duties as prescribed in N.J.S.A. 2B:24-6, *et seq.*, including but not limited to the representation of indigent defendants who are charged with offenses for which the City's Municipal Court has jurisdiction pursuant to law and rule of the Supreme Court of New Jersey; and

WHEREAS, on _____, the City adopted Resolution No. _____ authorizing the award of a professional services contract for the aforesaid services to the Firm pursuant to a _____ process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* and the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City and the Firm wish to set forth their respective rights and responsibilities in the within Agreement.

NOW, THEREFORE, IT IS AGREED, as follows:

1. The City hereby appoints and employs the Firm to serve as the Municipal Public Defender in accordance with the statutes and ordinances pertaining thereto, subject to the terms and conditions contained herein.
2. The Firm hereby accepts this appointment and agrees to serve as the Municipal Public Defender, for the term set forth herein, in accordance with the terms and conditions contained in this Agreement.
3. The City hereby agrees to pay the Firm for services performed in its capacity as Municipal Public Defender, as follows:
 - (a) \$500.00 per municipal court session; and
 - (b) \$130.00 per hour for all Court matters held in Superior Court.
4. The fees and costs paid to the Firm shall not exceed the amount budgeted for such purposes in budgets heretofore or hereafter adopted in the City of Asbury Park.
5. The Firm shall bill the City monthly for all services rendered on vouchers as required by the City. The City agrees to process and pay said vouchers when audited and found correct. Payment will be made within thirty (30) days of the submission of an audited and approved voucher.
6. The Firm is aware that the City has enacted Section 2-76 of the Asbury Park City Code, which requires public contracting reform and prohibits certain professional service contractors, during the term of their contracts with the City, from making contributions, or pledges thereof, of money or other in-kind donations, to any City of Asbury Park candidate or holder of the public office within the City having ultimate responsibility for the award of their contracts, or to any City of Asbury Park or Monmouth County Party Committee, or to any

political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Asbury Park municipal candidates or municipal officeholders. The parties hereby recognize that the Firm is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the Firm to violate the requirements of Section 2-76 of the City Code during the term of this Agreement.

7. Statutorily Required Affirmative Action Clause:

During the term of this Agreement, the City and the Firm hereby incorporate into this Agreement the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, et seq. (P.L. 1975, C.127) N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in Exhibit "A" attached. The Firm shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as Exhibit "B." Both Exhibits are incorporated herein by reference. The Firm shall submit a copy of the Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Contract.

8. The Firm shall also execute the "Americans With Disabilities Act of 1990" Certification attached hereto as Exhibit C, which shall be incorporated herein by reference.

9. Subject to the provisions of Paragraph 10 below, this Contract shall commence on _____, and expire on December 31, _____, or until the appointment and qualification of a successor to the Firm.

10. This Contract may be terminated by either party, with or without cause, upon thirty (30) days advance written notice.

11. This Contract is subject to the review and approval of the New Jersey Division of Local Government Services (the "Division"), in accordance with the Memorandum of

Understanding executed by the Division and the City regarding the provision of State funding to the City.

12. "Political Contribution Disclosure." This contract has been awarded to the Contractor based on the merits and abilities of the Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, it's subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the municipality/county if a member of that political party is serving in an elective public office of that municipality/county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality/county when the contract is awarded.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

CITY OF ASBURY PARK

BY: _____

MAYOR JOHN B. MOOR

ATTEST CLERK/WITNESS

By: _____

MELODY HARTSGROVE, CITY CLERK

TROPPOLI LAW FIRM

BY: _____

RONALD J. TROPPOLI, ESQ.

Attachment: Public Defender- Ron Troppoli (2021-41 : Appointing City Public Defender)



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-42



RESOLUTION NO. 2021-42

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PUBLIC RESOURCES ADVISORY GROUP FOR THE PROVISION OF PILOT/RAB ADMINISTRATION

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Act”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the City of Asbury Park (the “City”) has designated certain redevelopment projects, including Vive, Monroe, The Asbury Hotel, South Grand, and 1101 Ocean, as within the City’s Redevelopment Area Bond (“RAB”) program; and

WHEREAS, the City desires to retain a financial advisor to provide administrative services related to special assessments and PILOTs billed to properties within the City’s RAB program; and

WHEREAS, a proposal, dated January 21, 2021 from Wendell G. Gaertner, Senior Managing Director, Public Resources Advisory Group (“PRAG”), attached hereto and made a part hereof, with principal offices located at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, was submitted to provide these services; and

WHEREAS, the City of Asbury Park has reviewed the proposal submitted and has determined that the PRAG proposal, attached hereto and made a part of, meets the needs of the City; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40:11-1 et seq.) authorizes contracts for the provision of “Professional Services,” which may be awarded without public advertising and competitive bidding, provided a brief notice of the nature, duration, service and amount of contract is published, and that the Resolution and contract are kept on file and available for public inspection; and

WHEREAS, the City desires to engage Public Resources Advisory Group (“PRAG”) as an independent municipal advisor to perform administrative services related to special assessments and PILOTs to be billed to the aforementioned properties within the City’s Redevelopment Area Bond (“RAB”) program upon the satisfaction of all conditions set forth

under the several trust indentures and special assessment agreements; and

WHEREAS, financial services are professional services, exempt from the requirement for public bidding, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) requires that notice of the award of contracts for “Professional Services” without competitive bidding must be published in a local newspaper; and

WHEREAS, this contract is for an amount over \$17,500 and is being awarded pursuant to N.J.S.A. 19:44A-20.5. PRAG shall be required to complete and submit a Business Entity Disclosure Certification which certifies that PRAG has not made any reportable contributions to a political or candidate committee in the City of Asbury Park in the previous one year, and the Professional Services Agreement will prohibit PRAG from making any reportable contributions through the term of the agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Asbury Park,

1. The Mayor of the City of Asbury Park, in the County of Monmouth (the "Mayor" and together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized and directed, upon the receipt of Public Resources Advisory Group's Business Registration Certificate, evidence of Affirmative Action compliance or Certificate of Employee Information Report and Pay to Play Business Entity Disclosure Certification, and upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, to execute the Agreement in the form attached hereto as Exhibit 1 with Public Resources Advisory Group (“PRAG”), with offices at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, to provide financial advisory services related to special assessments and PILOTs billed to certain properties within the City's Redevelopment Area Bond (“RAB”) program, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) without further authorization, and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor's sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor's consent to any such changes thereto.

2. The term of this contract shall be for the period of one year, subject to annual renewal by resolution of the Municipal Council of the City of Asbury Park.

3. This contract is being awarded pursuant to the procedures of the State Pay-to-Play Law (N.J.S.A. 19:44A-20.5) and pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(a)(i)).

4. Sufficient funds, for the purpose set forth herein above, are available pursuant to the City's Redevelopment Area Bond (RAB) documents and the Special Assessment documents.

5. A fully executed copy of this Agreement shall be maintained on file in the Office of the City Clerk, and shall be made available for public inspection.

6. A notice of this action shall be published in the newspaper authorized by law to publish a legal advertisement and as required by law within ten (10) days of the adoption of this Resolution.

7. This resolution shall take effect upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, and as provided by law.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-42 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK

**CITY OF ASBURY PARK AGREEMENT FOR
RAB SPECIAL ASSESSMENT AND PILOT
ADMINISTRATIVE SERVICES**

THIS AGREEMENT, made this day of , 2021;

BETWEEN:

CITY OF ASBURY PARK, a public body corporate and politic of the State of New Jersey with offices at One Municipal Plaza, Asbury Park, New Jersey 07712, hereinafter designated as "CITY."

AND:

PUBLIC RESOURCES ADVISORY GROUP, INC., with offices at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, hereinafter referred to as "CONSULTANT,"

WITNESSETH:

WHEREAS, the CITY desires to secure an independent municipal advisor to perform administrative services related to special assessments and Payments in Lieu of Taxes ("PILOTS") billed to certain properties within the City's Redevelopment Area Bond ("RAB") program, including, Vive, Monroe, The Asbury Hotel, South Grand, and 1101 Ocean, hereinafter referred to as "the Project"; and

WHEREAS, CONSULTANT submitted a proposal for the performance of said RAB Special Assessment and PILOT Administrative Services dated December 29, 2021, ("Proposal") which is attached to this contract as Appendix A and made a part hereof; and

WHEREAS, CITY adopted a Resolution at its regular board meeting authorizing and directing the Mayor of the City of Asbury Park to execute a contract with CONSULTANT to perform RAB Special Assessment and PILOT Administrative Services; and

WHEREAS, this contract is awarded to CONSULTANT by Resolution pursuant to New Jersey's Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., New Jersey's Pay-to-Play law, N.J.S.A. 19:44A-20.4 et seq., and Title 11 of the Americans with Disabilities Act of 1990 (42 §12101, et seq.) and as such is subject to the requirements contained therein.

NOW, THEREFORE, in consideration of these premises and the mutual covenants, conditions and agreements contained herein, the parties hereto agree as follows:

CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall serve as CITY's professional consultant and provide RAB Special Assessment and PILOT Administrative Services in accordance with the Proposal submitted, dated January 21, 2020, entitled "Administrative Services- Special Assessments and Payments in Lieu of Taxes ("PILOT")," which is attached hereto and made a part hereof as Appendix A.

CITY'S RESPONSIBILITIES

CITY shall provide, to the extent possible, full information as necessary and appropriate to enable CONSULTANT to fulfill the requirements for completion of the project.

PAYMENTS TO CONSULTANT

CITY agrees to pay CONSULTANT as compensation for these services outlined above and provided in the Proposal and in an amount not to exceed \$30,000 without further authorization from CITY. Payments shall be made pursuant to the Redevelopment Area Bond (RAB) documents and Special Assessment documents.

CONSULTANT shall submit monthly statements for consulting services provided and CITY shall make prompt monthly payments in response to CONSULTANT's monthly statements.

GENERAL CONSIDERATIONS

1. Scope - The CONSULTANT is hereby retained by CITY to provide RAB Special Assessment and PILOT Administrative Services for the City of Asbury Park. RAB Special Assessment and PILOT Administrative Services shall include the following:

- a. Review the master special assessment agreement; review all financial agreements and special assessment agreements related to each of the Projects;
- b. Assemble all relevant data concerning the *units* of the respective Projects including but not limited to substantial completion date, offered sales price per special assessment agreement, initial transfer sales price (if applicable), current year assessed value;
- c. Tabulate the CITY's annual tax rates including municipal purposes rate by tax year;
- d. Calculate the annual total special assessments levied to all units in the respective Projects in accordance with the special assessment agreements;
- e. Calculate the pledged special assessment for all units in accordance with the corresponding special assessment agreement to determine the portion of the special assessment that the CITY will levy and remit to the trustee of the RABs upon collection;
- f. Calculate the annual PILOT payment due for all units in accordance with the

corresponding financial agreement;

g. Calculate the annual administrative fee due for all units in accordance with the corresponding financial agreements;

h. Provide the CITY, in spreadsheet form, the annual total special assessments for each unit broken down by the pledged assessment and PILOT payment due;

i. Calculate deficiency payments due from the master developer at the time of a unit's initial sale;

j. Perform similar functions on a quarterly basis, as applicable;

k. Other services as directed by the CITY; and,

l. Attend in-person meetings and conference calls at the request of the CITY; however, it is expected that CONSULTANT's work will be performed off-site.

2. **Term** - This Agreement shall be in effect for one year commencing upon execution, unless otherwise terminated as provided for herein, and will be subject to renewal by resolution of the CITY.

3. **Termination** - This Agreement may be terminated by either party upon ten (10) days written notice to the other party. Under this paragraph, CONSULTANT shall be paid for services rendered and expenses incurred to the date of termination. The termination of CONSULTANT shall be deemed to be a termination of any subcontractors of CONSULTANT as of the termination date. All finished or unfinished documents, data, studies, agreements and/or reports prepared by CONSULTANT under this Agreement, shall be delivered to CITY.

4. **Consideration** - For the services set forth in Paragraph 1 above, the consideration shall be at the rates specified in CONSULTANT's Proposal dated December 29, 2021, entitled "Administrative Services - Special Assessments and Payments in Lieu of Taxes ("PILOT")," which is attached hereto and made a part hereof as Appendix A, and in an amount not to exceed \$30,000 without authorization from CITY.

5. **Controlling Law** - This Agreement is governed by the Laws of the State of New Jersey.

6. **Successors and Assigns** - CITY and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in the above paragraph and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.

7. **Liability** - Acceptance of the final payment by CONSULTANT shall be considered a release in full of all claims against CITY arising out of, or by reason of, the work done and materials furnished under this contract.

8. **Document Ownership** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by CITY to CONSULTANT in connection with this Agreement for Professional Services shall remain the property of CITY. When in tangible form, all copies of such information shall be returned to CITY upon request. Unless such information was previously known to CONSULTANT, free of any obligation to keep it confidential, or has been or is subsequently made public by CITY or a third party, it shall be held in confidence by CONSULTANT, shall be used only for the purposes of this Agreement for Professional Services and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

9. **Insurance and Indemnification** - CONSULTANT shall maintain insurance and indemnify CITY as follows:

a) CONSULTANT shall maintain at its own expense the following insurance covering any claims incurred or arising as a result of CONSULTANT's performance, which insurance shall be issued by a carrier authorized to do business in the State of New Jersey and having agents upon whom service of process may be made in the State of New Jersey and shall contain at a minimum the following provisions, coverages and policy limits of liability. A Certificate of Insurance shall be provided showing the following coverage and limits.

b) Professional Liability Insurance with limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. (A separate Certificate of Insurance shall be provided).

c) The CONSULTANT shall be responsible for performing the above services in accordance with all the professional standards applicable to such services which shall govern CONSULTANT'S responsibility for any errors, omissions or negligent acts in its performance of such services. CONSULTANT shall not be responsible for the acts or omissions of any third parties except the CONSULTANT'S own employees, engineers, subcontractors and agents at the site or otherwise performing any work in connection with the Project, however, nothing contained herein shall be construed to release CONSULTANT from liability for failure to properly perform duties undertaken by it under this Agreement.

d) The CONSULTANT agrees to hold the City of Asbury Park, and its respective officials, officers, agents, servants and employees, harmless from and against liability caused by CONSULTANT'S negligence, in connection with the negligent performance of the services described herein.

10. **Affirmative Action and Business Registration Certificate Provisions** - This Agreement is subject to the following special provisions.

1. The mandatory language of P.L. 1975, C. 117 and applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto are attached at Appendix C of this Agreement and made a part hereof. CONSULTANT agrees to afford equal opportunity in performance of this AGREEMENT in accordance with an Affirmative Action Program approved by the appropriate authorities.

2. This Agreement is further subject to N.J.S.A. 52:32-44, which imposes the

following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) CONSULTANT shall provide written notice to its subcontractors to submit proof of business registration to CONSULTANT; 2) prior to receipt of final payment from a contracting agency, CONSULTANT must submit to CITY an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, CONSULTANT and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

11. Political Contribution Disclosure – The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm’s subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19-44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, C. 19, affect the Contractor’s eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

EXHIBITS AND SPECIAL PROVISIONS

Exhibits - The following are attached to and made a part of this Agreement:

Appendix A - Proposal submitted by Public Resources Advisory Group, LLC dated December 29, 2020, entitled "Administrative Services - Special Assessments and Payments in Lieu of Taxes ("PILOT")," which is attached hereto and made a part hereof as Appendix A.

Appendix B - Resolution adopted by CITY

Appendix C - Mandatory Affirmative Action

Appendix D - Americans with Disabilities Act Language.

ENTIRE AGREEMENT

This Agreement, together with the Exhibits identified as Appendix A, Appendix B, Appendix C, and Appendix D, above, constitutes the entire Agreement between CITY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

CITY OF ASBURY PARK

Dated: _____

ATTEST:

PUBLIC RESOURCES ADVISORY GROUP, INC.



Wendell G. Gaertner
Senior Managing Director

Dated: _____



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-43

Extension of contract for Zoning Amendments for 2021



RESOLUTION NO. 2021-43

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

AMENDING CONTRACT AUTHORIZING CLARKE CATON HINTZ TO PERFORM VARIOUS ACTIONS FROM THE MASTER PLAN

WHEREAS, on May 22, 2019, the Asbury Park Municipal Council awarded a contract for professional services to conduct activities outlined in the Master Plan by the Planning Board Planner Clarke Caton Hintz (CCH) not to exceed \$51,000 via Resolution 2019-192; and

WHEREAS, in order to complete the work in the scope, the contract not to exceed amount needs to be increased; and

WHEREAS, Clarke Caton Hintz's not-to-exceed proposal is attached to this Resolution in an amount of \$13,500.00; and

WHEREAS, under the Local Public Contracts Law, N.J.S.A. 40A:11-15(a)(i) Professionals Services this contract can be awarded as the Planning Board has appointed CCH as Board Planners and all contracts shall be awarded by the municipal governing body; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, amends the contract with Clarke Caton Hintz for professional services in the in a not-to-exceed amount of \$13,5000.00 for completion of actions associated with the implementation of the Master Plan

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

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to advertise this award as required by law.

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

RESOLUTION NO. 2021-43 which was finally adopted by the City Council at a meeting held on the 13th day of January, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



CLARCAT-01

A 7.2.18.a

DATE (MM/DD/YYYY)

11/5/2020

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Borden Perlman 250 Phillips Blvd Suite 280 Ewing, NJ 08618	CONTACT NAME: Ashley Avanzato PHONE (A/C, No, Ext): (609) 512-2940 155 FAX (A/C, No): (609) 895-1468 E-MAIL ADDRESS: aavanzato@bordenperlman.com																					
INSURED Clarke Caton Hintz PC 100 Barrack Street Trenton, NJ 08608-2008	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Transportation Insurance Co</td><td>20494</td></tr><tr><td>INSURER B :</td><td>Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C :</td><td>Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER D :</td><td>Travelers Casualty and Surety Co America</td><td>31194</td></tr><tr><td>INSURER E :</td><td>Beazley Insurance Company, Inc</td><td>37540</td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Transportation Insurance Co	20494	INSURER B :	Continental Casualty Company	20443	INSURER C :	Valley Forge Insurance Company	20508	INSURER D :	Travelers Casualty and Surety Co America	31194	INSURER E :	Beazley Insurance Company, Inc	37540	INSURER F :		
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INSURER E :	Beazley Insurance Company, Inc	37540																				
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			4017846653	11/9/2020	11/9/2021	EACH OCCURRENCE \$ 1,000, DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300, MED EXP (Any one person) \$ 10, PERSONAL & ADV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PRODUCTS - COMP/OP AGG \$ 2,000, POLLUTION LIAB \$ 1,000,
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			4017846653	11/9/2020	11/9/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000, BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			4017846801	11/9/2020	11/9/2021	EACH OCCURRENCE \$ 5,000, AGGREGATE \$ 5,000, \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	4017975167	11/9/2020	11/9/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000, E.L. DISEASE - EA EMPLOYEE \$ 1,000, E.L. DISEASE - POLICY LIMIT \$ 1,000,
D	Employment Practices			106924206	11/9/2020	11/9/2021	Per Claim \$ 1,000,
E	Cyber Liability			V208EA190301	11/9/2020	11/9/2021	Aggregate Limit \$ 1,000,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **7.2.18.b**
12/31/2019

PRODUCER WHITEHORN FINANCIAL GROUP INC 29 Main Street, 2nd Floor Madison, NJ 07940 (973) 564-9330		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Clarke Caton Hintz 100 Barrack Street Trenton, NJ 08608		INSURERS AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC# 20443

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER Errors and Omissions	AEH 28-828-00-65	01/06/20	01/06/21	\$2,000,000 Per Claim and Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Maurice Andrews

**Clarke Caton Hintz**

Architecture
Planning
Landscape Architecture

Michele Alonso
Asbury Park City Director of Planning and Redevelopment
Municipal Plaza
Asbury Park, NJ 07712

December 17, 2020

100 Barrack Street
Trenton NJ 08608
clarkecatonhintz.com
Tel: 609 883 8383
Fax: 609 883 4044

**Re: Proposal for Additional Professional Planning Services
for Revisions to Chapter 30, Land Development Ordinance**

Dear Ms. Alonso,

Pursuant to your request, please find this proposal for additional professional planning services to continue to assist Asbury Park to update and revise Chapter 30 Land Development of the City Code to reflect the recommendations from the 2017 Asbury Park Master Plan/ Master Plan Reexamination Report. This proposal reflects our discussion where I notified you that we have exceeded the maximum number of anticipated meetings as spelled our original proposal (10 meetings total). Furthermore, the additional meetings have and will result in additional work in coordination of input, preparation and revisions in order to complete the ordinances.

Additional Meetings: In consultation with you, four (4) more additional meetings are anticipated warranted. This will include preparation for meetings, attendance and revisions to the draft ordinances in order to respond to comments and recommendations from the public, Planning Board and City Council. As we have not yet reached the City Council for hearings, it is difficult to assess the extent or nature of work that may be required once those hearings begin. However, I have estimated the effort in order to provide a cost for work through an additional four (4) meetings.

Draft Ordinances: Our original proposal included up to one (1) draft and up to two (2) revisions of draft ordinances. We have already exceeded the number of revisions to the ordinances anticipated in our original scope and we have segregated our invoices already (as we discussed) to show this additional work. Further revisions can be anticipated as we review the remaining ordinances with the Planning Board and the City Council.

Philip Caton, FAICP
John Hatch, FAIA
George Hibbs, AIA
Brian Slauch, AICP
Michael Sullivan, AICP

Emeriti
John Clarke, FAIA
Carl Hintz, AICP, ASLA

Attachment: Clark Caton Hintz (2021-43 : Amending Clark Caton Hintz Contract for Zoning Amendments)



Clarke Caton Hintz

Not to Exceed Cost: \$13,500.00

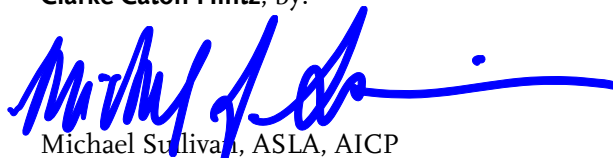
As with the project thus far, it is assumed that CCH would conduct our work in close coordination with your office and the Planning Board (and the ordinance committee) and as directed by you. This scope will include attendance at up to four (4) meetings (Planning Board, City Council and Ordinance Committee) and the preparation of a final version of the ordinance, which would be prepared after the fourth meeting.

This budget is inclusive of all reimbursable expenses.

I'm happy to coordinate with you on ways to minimize costs to the City through any efficiencies you see could be achieved. Please do not hesitate to contact me if you have any questions or if you would like to discuss this matter further.

Sincerely,

Clarke Caton Hintz, by:



Michael Sullivan, ASLA, AICP
Principal

Attachment: Clark Caton Hintz (2021-43 : Amending Clark Caton Hintz Contract for Zoning Amendments)



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-44

Resolution for Online Electronic Tax Sale



RESOLUTION NO. 2021-44

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

RESOLUTION APPROVING AN AGREEMENT FOR SERVICES CONTRACT WITH ROK INDUSTRIES, INC. D/B/A NJTAXLIENINVESTOR.COM, FOR INTERNET- BASED ELECTRONIC TAX SALE PROCESSING

WHEREAS, there exists a need for a vendor to administer tax lien services related to electronic tax sale pilot program for the City of Asbury Park's annual tax sale to be held in December of 2021; and

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), such services are considered "Professional Services" as within the scope of a licensed and regulated profession; and

WHEREAS, Pursuant to N.J.S.A. 54:5-19.1(c) ROK Industries, Inc. d/b/a NJTaxlieninvestor.com has qualified as an eligible vendor subject to the rules and regulations promulgated by the Director of Local Government Services; and

WHEREAS, funds are available for this purpose in the Tax Collectors Tax Sale Budget line item and certification of availability of funds shall be made by the Chief Financial Officer or her designee at such time as services are ordered or otherwise called for;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that a contract for professional services be and hereby is awarded to ROK Industries, Inc. d/b/a NJTaxlieninvestor.com 306 Harlingen Road, Belle Mead, NJ 08502, at a fee not to exceed \$15.00 per item listed, in accordance with their proposed contract; and that this resolution is expressly contingent upon the negotiation and execution of the necessary contract documents between ROK Industries, Inc. d/b/a NJTaxlieninvestor.com and the City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-44 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-45

Approving contract for community nursing services.



RESOLUTION NO. 2021-45

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

RESOLUTION AWARDED PROFESSIONAL COMMUNITY NURSING SERVICES FOR THE CITY'S DEPARTMENT OF SOCIAL SERVICES JANUARY 1, 2021– DECEMBER 31, 2021

WHEREAS, The Visiting Nurse Association Health Group, 23 Main Street, Suite D1, Holmdel N.J. 07733 has provided community nursing services for the City's Department of Social Services since 1996; and

WHEREAS, community nursing services is required by the contract between the City of Asbury Park and the New Jersey Department of Human Services, Division of Mental Health Services; and

WHEREAS, funding for such services is provided through the grant contract between the City of Asbury Park and the State Department of Human Services, Division of Mental Health Services; and

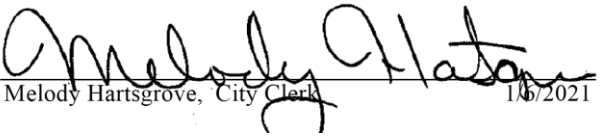
WHEREAS, The Visiting Nurse Association of Central Jersey has agreed to continue to provide professional community nursing services throughout the year of 2021 at the cost of \$82,000 (no rate increase from 2020); and

WHEREAS, said contract is contingent upon the approval of the State Fiscal Monitor as mandated by our Memorandum of Agreement with the State of New Jersey, Division of Local Government Finances.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the City Manager is hereby authorized to enter into a contractual agreement with the Visiting Nurse Association Health Group for the provision of professional nursing services for the calendar year 2021 at a cost not to exceed \$82,000.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-45 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 1/6/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-46



RESOLUTION NO. 2021-46

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

APPOINTING HARRY HAUSHALTER, ESQUIRE, TO SERVE AS SPECIAL TAX COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) wishes to appoint a licensed attorney to serve in the capacity of “Special Tax Counsel” for the City for the year 2021; and

WHEREAS, the Special Tax Counsel shall handle tax appeal matters involving the City during the term of his appointment as well as any other tax-related matters as requested by the City (collectively, the “services”); and

WHEREAS, the Mayor and Council have determined to appoint Harry Haushalter, Esq. to serve as the Special Tax Counsel for the City for 2021; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Special Tax Counsel’s services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the Special Tax Counsel in 2021 without undertaking a new “fair and open” process so long as the Special Tax Counsel is not increasing his rates over the 2020 levels; and

WHEREAS, the Special Tax Counsel has agreed to maintain his rates at the 2020 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has

been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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. Harry Haushalter, Esq. is hereby appointed to serve as the “Special Tax Counsel” for the City for the year 2021.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, the attached Agreement between the City of Asbury Park and Harry Haushalter, Esq., for the year 2021, or one which is substantially similar thereto and which meets with the approval of the City Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. Harry Haushalter, Esq, shall be paid a fee not to exceed \$30,000.00 for the services herein enumerated.
6. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. A certified copy of this Resolution shall be provided to each of the following:
 - a. Harry Haushalter, Esq., Special Tax Counsel
 - b. Donna Viero, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-46 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK

AGREEMENT, made this _____ day of _____, 2020, by and between:

THE CITY OF ASBURY PARK
a Municipal Corporation of the State of New Jersey
One Municipal Plaza
Asbury Park, New Jersey 07712
(hereinafter "City");

AND

HARRY HAUSHALTER, ESQ.
2119 Route # 33, Suite A
Hamilton Square, NJ 08690
(hereinafter "Attorney")

WITNESSETH:

WHEREAS, the City wishes to retain an attorney to serve as Special Tax Counsel, who shall handle the City's defense of all tax appeal cases that are currently pending against the City as of the date of execution of this Agreement, as well as all future tax appeal cases that are filed against the City during the year 2021; and

WHEREAS, the City has adopted a Resolution authorizing the award of a professional services contract for the aforesaid services to the Attorney without competitive bidding pursuant to a restricted (or "non-fair and open") process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* and the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City and the Attorney wish to set forth their respective rights and responsibilities in the within Agreement;

NOW, THEREFORE, IT IS AGREED, as follows:

I. The City hereby appoints and employs the Attorney to represent, appear and act for the City in the capacity of Special Tax Counsel in accordance with the statutes and

Attachment: Special Tax Counsel- Harry Haushalter (2021-46 : Special Tax Counsel Appointment 2020)

ordinances pertaining thereto and to perform such other legal activities as may be directed from time to time by the Mayor and Borough Council, subject to the terms and conditions contained herein.

2. The Attorney hereby accepts this appointment and agrees to serve as the Special Tax Counsel for the City, for the term set forth herein, in accordance with the terms and conditions contained in this Agreement.

3. The City hereby agrees to pay the Attorney for the services performed by him or other representatives of his firm as follows:

- a. For legal services related to the defense of real property tax appeals filed against the City, both before the County Tax Board and the New Jersey Courts, including but not limited to the Tax Court, and appearances at Borough Council meetings, as may be requested, the Attorney shall be compensated at a rate of One Hundred Ten Dollars (\$110.00) per hour, not to exceed \$80,000, without further municipal approval.

4. The Attorney may assign certain appearances and/or projects to other attorneys in his office who are members of the legal profession and licensed as Attorneys-at-Law by the State of New Jersey, and/or to paralegals/law clerks, compensation for whose services shall be paid in accordance with paragraph 3 above. The Attorney shall be responsible for supervising and directing the work of such other individuals and for making periodic progress reports to the Mayor and City Council as to the status of such matters.

5. The City shall reimburse the Attorney for all out-of-pocket costs and expenses advanced by the Attorney or the Attorney's law firm, including but not limited to Court costs, excessive copying or printing costs, excessive postage costs, messenger fees, filing fees,

transcript costs, Westlaw or other computerized legal research charges, and for all other similar costs and expenses.

6. The fees and costs paid to the Attorney shall not exceed the amount budgeted for such purposes in budgets heretofore or hereafter adopted in the City of Asbury Park.

7. The Attorney shall bill the City monthly for all legal services rendered on vouchers as required by the City. The City agrees to process and pay said vouchers when audited and found correct. Payment will be made within thirty (30) days of the submission of an audited and approved voucher.

8. The Attorney is aware that the City has enacted Section 2-76 of the Asbury Park City Code, which requires public contracting reform and prohibits certain professional service contractors, during the term of their contracts with the City, from making contributions, or pledges thereof, of money or other in-kind donations, to any City of Asbury Park candidate or holder of the public office within the City having ultimate responsibility for the award of their contracts, or to any City of Asbury Park or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Asbury Park municipal candidates or municipal officeholders. The parties hereby recognize that the Attorney is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the Attorney to violate the requirements of Section 2-76 of the City Code during the term of this Agreement.

9. Statutorily Required Affirmative Action Clause:

During the term of this Agreement, the City and the Attorney hereby incorporate into this Agreement the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, et seq. (P.L. 1975, C.127) N.J.A.C. 17:27, as amended and supplemented from time to time, as set forth in

Exhibit "A" attached. The Attorney shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as Exhibit "B." Both Exhibits are incorporated herein by reference. The Attorney shall submit a copy of the Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Contract.

10. The Attorney shall also execute the "Americans With Disabilities Act of 1990" Certification attached hereto as Exhibit C, which shall be incorporated herein by reference.

11. Political Contribution Disclosure: The within contract has been awarded to the Attorney based upon the merits and abilities of the Attorney to provide the services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Attorney, his Law Firm, his Law Firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his Law Firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect the Attorney's eligibility to perform this contract; nor will the Attorney or his Law Firm make a reportable contribution during the term of the within contract to any political party committee in the City if a member of that political party is serving in an elective public office of the City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City when the contract is awarded.

12. Subject to the provisions of Paragraph 13 below, this Contract shall expire on December 31, 2021, or until the appointment and qualification of a successor to the Attorney.

13. This Contract may be terminated by either party, with or without cause, upon thirty (30) days advance written notice.

14. This Contract is subject to the review and approval of the New Jersey Division of Local Government Services (the "Division"), in accordance with the Memorandum of Understanding executed by the Division and the City regarding the provision of State funding to the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF ASBURY PARK

BY:

MAYOR

ATTEST: CLERK/WITNESS

CITY CLERK

Kathleen A. Macechak

WITNESS

KATHLEEN A. MACECHAK

Harry Haushalter
HARRY HAUSHALTER, ESQUIRE



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-47



RESOLUTION NO. 2021-47

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

APPOINTING GJEM INSURANCE AGENCY, TO SERVE AS AN INSURANCE BROKERAGE/CONSULTANT/RISK MANAGER, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH

WHEREAS, there exists the need to obtain an Insurance Brokerage/Consultant/Risk Manager for the purpose of obtaining coverage for municipal risk management services and for the purpose of obtaining coverage, to include but not limited to: General Liability Insurance, Automobile Coverage and Workers' Compensation for the year 2021; and

WHEREAS, the Mayor and Council have determined to appoint GJEM Insurance Agency to serve as Insurance Brokerage/Consultant/Risk Manager for the City of Asbury Park for 2021; and

WHEREAS, the City's Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Attorney's services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State's Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services ("DLGS") concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain Insurance Brokerage/Consultant/Risk Manager in 2021 without undertaking a new "fair and open" process so long as the Labor Counsel is not increasing his rates over the 2020 levels; and

WHEREAS, the Insurance Brokerage/Consultant/Risk Manager has agreed to maintain his rates at the 2019 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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. GJEM Insurance Agency is hereby appointed to serve as the Insurance Brokerage/Consultant/Risk Manager for the City of Asbury Park for the year 2021.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and GJEM Insurance Agency for the year 2021.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a restricted (a/k/a, “non-fair and open”) process, pursuant to and in accordance with the Pay-to-Play Law, and further in accordance with the approval received from the DLGS.
5. That notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. That a certified copy of this Resolution shall be provided to each of the following:
 - a. GJEM Insurance Agency
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-47 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2021 between the City of Asbury Park (hereinafter referred to as CITY) and GJEM Insurance Agency, Inc. / Otterstedt Insurance Agency, Inc. (hereinafter referred to as the CONSULTANT).

WHEREAS, the CONSULTANT has offered to the CITY professional risk management consulting services (as required in the bylaws of the New Jersey Intergovernmental Insurance Fund (FUND), and;

WHEREAS, the CITY desires these professional services pursuant to the resolution adopted by the governing body of the CITY at a meeting held January 1, 2021 and;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

- I. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a) Assist the CITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
 - b) Assist the CITY in understanding the various coverages available from the New Jersey Intergovernmental Insurance Fund.
 - c) Review with the CITY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the CITY's authorization, place such coverages outside the FUND.
 - d) Assist the CITY in the preparation of applications, statements of values, and similar documents requested by the Fund, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
 - e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the CITY.
 - f) Review the CITY's assessment as prepared by the Fund and assist the CITY in the preparation of its annual insurance budget.

- g) Review the loss and generally assist the Safety Committee in its loss containment objectives.
- h) Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT'S involvement does not include the work normally done by a public adjuster.
- i) Perform any other risk management related services required by the FUND'S bylaws.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- a) The CONSULTANT shall be paid a fee as compensation for services rendered, an amount equal to *** 6.00% of the CITY's annual assessment as promulgated by the FUND. Said fee shall be paid to the CONSULTANT within (30) days of payment of the CITY's assessment. (Said fee is included in the CITY's assessment).
- b) For any insurance coverages authorized by the CITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND'S assessment in computing the fee outlined in 2 (a).

***** Please note that the compensation charged in 2020 was at 6.25% of the City's annual assessment. Subject to NJIIF approval which is still pending as of the signing of this contract by the CONSULTANT, the compensation charged in 2021 will be reduced to 6.00% of the CITY's annual assessment. If not approved it will remain at 6.25%.**

The annual New Jersey Intergovernmental Insurance Fund costs paid in 2020 to the CONSULTANT was \$60,867.00. Additional ancillary policies earned to date commissions in 2020 payable to the CONSULTANT in the amount of \$2,625.12. Subject to any New Jersey Intergovernmental Insurance Fund increases which have not been released to date and changes in exposures to any policies the cost structure paid to the CONSULTANT should remain similar in 2021. Costs in 2021 are anticipated not to exceed \$ 70,000.00.

3. The term of this agreement shall be ONE (1) years. However, this agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination at not less than thirty (30) days thereafter. In the event of termination of this Agreement, the CONSULTANT'S fee outlined in 2(a) above shall be prorated to date of termination.
4. Political Contribution Disclosure: The within Agreement has been awarded to the Contractor based upon the merits and abilities of our agency to provide the services described herein. This Agreement was not awarded through "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, *et seq.* As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park if a member of that political party serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

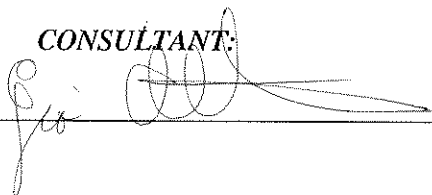
ATTEST:

CITY:

DATE: _____

ATTEST:

CONSULTANT:

Walter T. MolzDATE: December 16, 2020



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-48



RESOLUTION NO. 2021-48

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

AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL APPRAISAL SERVICES TO BRB VALUATIONS PAMELA J. BRODOWSKI, MAI, ASA, CTA

WHEREAS, the City of Asbury Park (the “City”) requires professional services to be performed during the calendar year 2021 by an individual qualified to serve as the City’s real estate appraiser, who shall handle real estate appraisal work for the City on an as-needed basis per direction from the City; and

WHEREAS, the Mayor and Council have determined to appoint BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA as the City’s Real Estate Appraiser for the City for 2021; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the City Engineer’s services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain the City Real Estate Appraiser in 2021 without undertaking a new “fair and open” process so long as the City Engineer is not increasing his rates over the 2020 levels; and

WHEREAS, the City Real Estate Appraiser has agreed to maintain her rates at the 2020 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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. BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA is hereby appointed to serve as “City Real Estate Appraiser” for the City for the year 2021.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA for the aforementioned services, for the year 2021, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. BRB Valuations shall be paid an amount not to exceed \$15,000.00 for services enumerated herein.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-48 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-49



RESOLUTION NO. 2021-49

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

APPOINTING VARIOUS FIRMS TO PROVIDE ARCHITECTURAL SERVICES FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) is interested in appointing various architecture firms for the City for the year 2021; and

WHEREAS, the Mayor and Council have determined the following firms can meet the City's needs for architectural services for the City for 2021; and

WHEREAS, the firms are:

1. DMR Architects
2. Netta Architects

WHEREAS, this appointment does not guarantee work; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the architectural services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law, which process is consistent with the requirements prescribed in the Memorandum of Understanding executed between the City and the State Division of Local Government Services (“DLGS”) concerning the transitional aid that is received by the City on an annual basis; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain Municipal Architects for on-call services in 2021 without undertaking a new “fair and open” process so long as the Firms are not increasing their rates over the 2020 levels; and

WHEREAS, DMR Architects and Netta Architects have agreed to maintain rates at the 2020 levels; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period,

commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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. The firms of DMR Architects and Netta Architects are hereby appointed to provide architectural services for the City for the year 2021.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and the above-named firms for the aforementioned services, for the year 2021, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession
4. Each of the firms, shall be paid a fee not to exceed \$44,000.00 for the services enumerated herein
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Architectural firms named herein
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer
 - d. Director of the N.J. Division of Local Government Services
 - e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-49 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

between

CITY OF ASBURY PARK

and

DMR ARCHITECTS, PC

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the “Agreement”) is made as of the 1st day of January, 2021, by and between the **CITY OF ASBURY PARK**, located at 1 Municipal Plaza, Asbury Park, NJ 07712 (the “City”) and **DMR ARCHITECTS**, a professional corporation, registered in the State of New Jersey, having its principal office located at 777 Terrace # 607, Hasbrouck Heights, New Jersey 07604 (“DMR”).

WITNESSETH

WHEREAS, the City requires an architectural firm to provide, on-call, architectural services on an as needed basis, during the course of the term; and

WHEREAS, the City desires to re-appoint DMR Architects as the City’s architect of record for the calendar year of 2021 through the “non-fair and open process” as permitted by applicable law; and

WHEREAS, DMR represents that it is capable of and willing to perform such services; and

WHEREAS, the City desires to retain DMR and DMR desires to perform the required services, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual premises, covenants and conditions set forth herein, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** DMR agrees to render and provide professional architectural services as may be required by the City and as assigned and directed by the City. Upon being presented with a project, DMR and the City will mutually agree on a scope of services, which shall be in writing and executed by the Parties. All services shall be performed in accordance with the level of care and skill of similarly architects practicing in the same locale.

2. **TERM.** Notwithstanding the date of this Agreement, the services to be provided under the terms of this Agreement shall begin on January 1, 2021, through the date of the Reorganization Meeting of the City in January, 2022. Notwithstanding anything herein to the contrary, the City may terminate this Agreement at any time during its term for cause.

3. COMPENSATION.

3.1. DMR shall perform professional architectural services (which may include sub-contracted engineering services) either on fixed fee as mutually agreeable by the Parties, based on the scope of services, or on an Hourly Billing basis, pursuant to the hourly rates set forth in Exhibit D and attached hereto. Said hourly rates are the same as prior calendar year rates. The Parties shall mutually agree on the methodology of compensation. All services authorized by City shall be billed to the City on a monthly basis. Payment shall be due on a 30 day basis.

3.2 Not-to-Exceed Amount. Under a “non-fair and open process,” the maximum amount of a contract issued by a public entity is \$44,000.00 (*see N.J.S.A. 40A:11-3*), if the public entity employs a Qualified Purchasing Agent (QPA) or \$17,500.00 (*see N.J.S.A. 40A:11-3(2)*), if the City does not employ a QPA. It is DMR Architects understanding that the City employs a QPA and, thus, **the not-to-exceed amount for this contract shall be \$44,000.00.** (If the City does not employ a QPA for calendar year 2021, the not-to-exceed amount for this contract shall be \$17,500.00.

3.3 Reimbursement of Expenses. DMR shall be reimbursed for reasonable and necessary expenses incurred in connection with the services rendered, with a ten percent markup and a prevailing IRS reimbursable mileage rates.

4. SUBCONTRACTS. DMR agrees that it shall not perform any portion of the professional architectural services that are the subject of this Agreement through the use of sub-consultants. Should a project require engineering services or other related services, DMR shall retain a sub-consultant for these services.

5. INSURANCE. DMR shall maintain professional liability/errors and omissions/ malpractice insurance in the minimum amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission and negligence of its officers, agents, representatives, assigns and subcontractors, and submit proof of such coverage to the City at the time of execution of this Agreement.

6. INDEMNIFICATION. DMR shall indemnify and hold the City, its members, directors, officers, employees, agents and servants harmless from and against any and all claims, demands, suits, damages, recoveries, settlements, actions, costs, counsel fees, expenses, judgments, orders or decrees arising from or as a result of any acts or omissions of DMR, its members, directors, officers, employees, agents, servants, independent contractors or subcontractors.

7. INDEPENDENT CONTRACTOR. It is understood that DMR is an independent contractor and engaged in the operation of its own businesses. Except as specifically set forth herein, DMR is not to be

considered the agent of the City for any purpose whatsoever, and, except as specifically set forth herein, DMR has no authority to enter into any contract or assume any obligation for the City or to make any warranty or representation on behalf of the City. DMR shall be fully responsible for its own employees, servants and agents, who shall not be deemed to be employees, servants or agents of the City for any purpose whatsoever.

8. **AFFIRMATIVE ACTION.** DMR shall comply with the requirements of all applicable statutes, laws and regulations regarding non-discrimination and affirmative action in the employment of workers, and in particular, with the provisions of NJSA 10:5-31 et seq. (P.L. 1975, C. 127) and NJAC 17:27. The parties to this Agreement agree to incorporate into this Agreement the mandatory language of the Regulations promulgated pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and incorporated herein as Exhibit A, as evidenced by Exhibit B.

9. **AMERICANS WITH DISABILITIES ACT.** DMR shall comply with the requirements of the Americans with Disabilities Act of 1990. The parties to this Agreement agree to incorporate into this Agreement the language set forth as Exhibit C.

10. **CAMPAIGN CONTRIBUTION LAWS AND REGULATIONS.** For all periods relevant to this Agreement, DMR has and shall continue to comply with N.J.A.C. 6A:23A-6.3(a)1 *et seq.* and any applicable City ordinances (i.e., §2-76 *et seq.*), bylaws or resolutions regarding campaign contributions. DMR represents that it has not made a contribution to any member of the City that is reportable pursuant to N.J.S.A. 19:44A-1 *et seq.* during the one-year period prior to the commencement of the term of this Agreement that would bar the award of this Agreement, and shall not make a reportable contribution to any member of the City during the term of this Agreement in violation of N.J.A.C. 6A:23A-6.3(a)2. DMR also acknowledges its responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 in the event DMR receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of DMR to determine if such a filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

11. **POLITICAL CONTRIBUTION DISCLOSURE.** The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Contractor, his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would,

pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political part committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded."

12. **CONFIDENTIALITY.** All information obtained, learned, developed or filed in connection with the professional services to be provided hereunder, including data contained in official files or records, shall be kept confidential by DMR and shall not be disclosed to any third party except with the prior written consent of the City, or as authorized or required by law. All reports, information or data, furnished to or prepared, assembled or used by DMR under this Agreement shall be kept confidential by DMR, and shall not be published or made available to any person or party without the prior written consent of the City or as authorized or required by law.

13. **NO CONFLICTS.** DMR represents that the execution and delivery of this Agreement and performance of the obligations set forth in this Agreement: (i) shall not be a breach or violation of any agreement to which DMR is a party; and (ii) does not conflict with any agreement or other instrument, order, judgment, injunction, award or decree of any governmental body, administrative agency, court, law, rule or regulation affecting DMR.

14. **ASSIGNMENT.** Neither of the parties shall assign this Agreement without the prior written consent of the non-assigning party.

15. **COMPLETE AGREEMENT.** This Agreement is the entire and only agreement between the City and DMR. This Agreement replaces and cancels any previous agreements between the parties. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. This Agreement may not be amended or modified except in writing signed by both parties hereto.

16. **PARTIES LIABLE.** This Agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

17. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey, without giving effect to any choice of law or conflict of law provisions.

18. **COUNTERPARTS.** This document may be executed in any number of counterparts any one of which shall constitute an original hereof. When counterparts have been executed by all parties, they shall

have the same effect as if the signatures thereto and hereto were upon the same document. The parties agree that all such signatures may be transferred to a single document for purposes of convenience and/or recording.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement as of the day and year first above written.

Attest:

Attest:

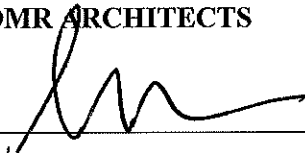


MARIA I. PEREZ
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 1/10/2025

CITY OF ASBURY PARK

By: _____
Name: _____ Date: _____

DMR ARCHITECTS

By: 

Name: Lloyd A. Rosenberg, AIA Date: 12/11/20
President & CEO

Attachment: Architect -DMR (2021-49 : Architect Appointment 2020)



AIA® Document B172™ – 2013

Standard Form of Agreement Between Owner and Architect for Architect of Record Services

AGREEMENT made as of the 1st day of January in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
(732) 775-2100

and the Architect:
(Name, legal status, address and other information)

Netta Architects, LLC
1084 Route 22 West
Mountainside, New Jersey 07092

for the following Project:
(Name, location and detailed description.)

2021 On-Call Municipal Architect

The Owner and Architect agree as follows.

"Political Contribution Disclosure: The within Agreement has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This Agreement was no awarded through a "fair and open process" pursuant to *N.J.S.A. 19:44A-20.4, et seq.* As such, the undersigned do hereby attest that the Contractor, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of his/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-8* or *19:44A-16*, in the one (1) year preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this Agreement, nor will the Contractor or his/her firm make a reportable contribution during the term of the within Agreement to any political party committee in the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded."

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Attachment: Architect- Nicholas Netta (2021-49 : Architect Appointment 2020)

Init.

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ARTICLE 1 INITIAL INFORMATION AND DEFINITIONS

§ 1.1 Initial Information

This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition of the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement." If the Transfer Package is complete at the time of execution of this Agreement, and the requested information is contained in the Transfer Package, insert "see Transfer Package" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Identify the documentation setting forth the Owner's program for the Project, or if the Owner's program for the Project is not complete at the time of this Agreement, state the manner in which the program will be developed and provided to the Architect.)

To Be Determined by Project/Task

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements for the Project, including the Design Standards and Transfer Package, if completed.)

To Be Determined by Project/Task

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

To Be Determined by Project/Task

§ 1.1.4 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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(Provide the Owner's total budget for the Cost of the Work and, if known, a line item breakdown.)

§ 1.1.5 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

To Be Determined by Project/Task

.2 Commencement of construction:

To Be Determined by Project/Task

.3 Substantial Completion date or milestone dates:

To Be Determined by Project/Task

.4 Other:

To Be Determined by Project/Task

§ 1.1.6 The Owner intends the following procurement or delivery method for the Project:

(Identify the procurement and delivery method such as competitive bid, negotiated contract or construction management.)

Competitive Bid

§ 1.1.7 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Competitive Bid

§ 1.1.8 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

To Be Determined by Project/Task

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address and other information.)

Nicholas J. Netta, AIA, NCARB, Principal of the Firm
Netta Architects, LLC
1084 Route 22 West
Mountainside, New Jersey 07092
(973) 379-0006 phone
(973) 379-1061 fax

§ 1.1.10 The persons or entities, in addition to the Owner's representative who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information of additional persons or entities required to review the Architect's submittals such as the Program Manager, Design Manager or other Owner consultants and contractors.)

To Be Determined by Project/Task

§ 1.1.11 The Owner will retain the following consultants and contractors:

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(List name, legal status, address and other information.)

.1 Program Manager:

To Be Determined by Project/Task

.2 Design Manager:

To Be Determined by Project/Task

.3 Cost Consultant:

To Be Determined by Project/Task

.4 Scheduling Consultant:

To Be Determined by Project/Task

.5 Geotechnical Engineer:

To Be Determined by Project/Task

.6 Civil Engineer:

To Be Determined by Project/Task

.7 Other, if any:

(List any other consultants or contractors retained by the Owner, such as a construction contractor, or construction manager as constructor.)

To Be Determined by Project/Task

§ 1.1.12 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address and other information.)

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User Notes:

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Nicholas J. Netta, AIA, NCARB, Principal of the Firm
 Netta Architects, LLC
 1084 Route 22 West
 Mountainside, New Jersey 07092
 (973) 379-0006 phone
 (973) 379-1061 fax

§ 1.1.13 The Architect will retain the consultants identified in Sections 1.1.13.1 and 1.1.13.2:
(List name, legal status, address and other information.)

§ 1.1.13.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To Be Determined by Project/Task

.2 Mechanical Engineer:

To Be Determined by Project/Task

.3 Electrical Engineer:

To Be Determined by Project/Task

§ 1.1.13.2 Consultants retained under Additional Services:

To Be Determined by Project/Task

§ 1.1.14 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information set forth in Section 1.1. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

§ 1.3 Definitions

§ 1.3.1 Transfer Package

The Transfer Package shall be prepared by an individual or entity lawfully licensed to practice architecture in the jurisdiction where the Project is located. The Transfer Package shall consist of the Design Development documents, Design Standards, a detailed estimate of the Cost of the Work, and other documentation as appropriate to communicate the scope, quality, budget and intent of the Project, and a preliminary schedule indicating the design and construction milestone dates through final completion of the Project. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project.

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(947348598)

Attachment: Architect- Nicholas Netta (2021-49 : Architect Appointment 2020)

§ 1.3.2 Design Standards

The Design Standards shall provide a functional, aesthetic, and quality framework for the Project and shall include the following: planning criteria (area, volume, equipment, finish, technical services and other relevant functional requirements for typical spaces); specifications and performance requirements (including any sustainable design criteria) for materials, systems, components and assemblies organized by classification system as agreed upon with the Owner; drawing, building information modeling, and documentation standards (including requirements for interim and final contract document deliverables); typical design details of selected conditions; and procurement, contracting and general requirements.

§ 1.3.3 Design Development Documents

The Design Development Documents shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include draft specifications that identify major materials and systems and establish in general their quality levels.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.5.1 Comprehensive General Liability with policy limits of not less than 1,000,000 (\$ 2,000,000) for each occurrence and in the aggregate for bodily injury and property damage. The Owner shall be named as an additional insured on the Architect's Comprehensive General Liability insurance policy.

§ 2.5.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than 1,000,000 (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage. The Owner shall be named as an additional insured on the Architect's Automobile Liability insurance policy.

§ 2.5.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. The Owner shall be named as an additional insured on the Architect's umbrella or excess insurance policy.

§ 2.5.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than 1,000,000 (\$).

§ 2.5.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than 2,000,000 (\$ 2,000,000) per claim and in the aggregate.

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§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, and umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria to the extent necessary to further develop the design in order to complete the Construction Documents, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.4 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.5 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Transfer Package and Owner Provided Information Review Phase

§ 3.2.1 Upon receipt of the Transfer Package from the Owner, the Architect shall review the Transfer Package along with any other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 Information contained in the Transfer Package is intended to communicate the scope, quality, budget and intent of the Project and provide the functional, aesthetic and quality standards for the project. All dimensions, engineering data and calculations, and any information required for compliance with the laws, codes and regulations shall be independently confirmed by the Architect.

§ 3.2.3 The Architect shall prepare an evaluation of the Transfer Package and any other information furnished by the Owner, including schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) additional design development or other information or consulting services that may be reasonably needed for the Architect to proceed with its services for the Project. The Architect shall present its evaluation to the Owner, and discuss any necessary modifications. The Owner shall make any agreed upon modifications to the Transfer Package or authorize the Architect, in writing, to proceed as if those changes were made to the Transfer Package when developing the Construction Documents.

§ 3.2.4 Based on the Transfer Package, as agreed upon with the Owner, the Architect shall proceed with the preparation of Construction Documents as set forth in Section 3.3.

§ 3.3 Construction Documents Phase

§ 3.3.1 Based on the design intent and information contained in the Transfer Package and other Owner supplied information, as well as the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the design, and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the

construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.5.4.

§ 3.3.2 During the development of the Construction Documents, the Architect shall submit the Construction Documents to the Owner at the approximate mid-point of their completion and again just prior to their completion for the Owner's review and to allow for updates to the estimate of the Cost the Work, unless a different interval is agreed to below:

(If the Architect is required to submit Construction Documents at intervals other than at the approximate mid-point of their completion and again just prior to their completion, set forth such intervals below.)

- .1 percent (%) Construction Documents Phase
- .2 percent (%) Construction Documents Phase

The Architect shall review input provided by the Owner, and incorporate that input into the Construction Documents as appropriate.

§ 3.3.3 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.4 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.3.5 Upon receipt of the Owner's estimate of the Cost of the Work at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.5 and request the Owner's approval of the Construction Documents.

§ 3.4 Bidding or Negotiation Phase Services

§ 3.4.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.4.2 Competitive Bidding

§ 3.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.4.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.4.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders. If a proposed substitution modifies the Design Standards or design intent contained in the Transfer Package, then the Architect shall submit the proposed substitution to the Owner for review and approval.

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§ 3.4.3 Negotiated Proposals

§ 3.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.4.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.4.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors. If a proposed substitution modifies the Design Standards or design intent contained in the Transfer Package, then the Architect shall submit the proposed substitution to the Owner for review and approval.

§ 3.5 Construction Phase Services

§ 3.5.1 General

§ 3.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.5.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.5.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.5.2 Evaluations of the Work

§ 3.5.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.5.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.5.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Init.

§ 3.5.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. If an interpretation involves the Design Standards or design intent contained in the Transfer Package, then the Architect shall refer the matter to the Owner for review.

§ 3.5.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.5.3 Certificates for Payment to Contractor

§ 3.5.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.5.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.5.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.5.4 Submittals

§ 3.5.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.5.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.5.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. If a request for information relates to the Design Standards or design intent contained

in the Transfer Package, then the Architect shall send the request for information to the Owner for review and comment. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.5.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.5.5 Changes in the Work

§ 3.5.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. If a proposed change would modify any aspect of the Design Standards or design intent contained in the Transfer Package, the Architect shall send the proposed change to the Owner for review and approval. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.5.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.5.6 Project Completion

§ 3.5.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.5.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.5.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.5.6.4 The Architect shall forward to the Owner the following information received from the Contractor:
(1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment;
(2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.5.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.) To Be Determined by Project/Task

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
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§ 4.1.1	Measured drawings		
§ 4.1.2	Existing facilities surveys		
§ 4.1.3	Site Evaluation and Planning (B203™–2007)		
§ 4.1.4	Building information modeling		
§ 4.1.5	Civil engineering		
§ 4.1.6	Landscape design		
§ 4.1.7	Architectural Interior Design (B252™–2007)		
§ 4.1.8	Value Analysis (B204™–2007)		
§ 4.1.9	Detailed cost estimating		
§ 4.1.10	On-site project representation (B207™–2008)		
§ 4.1.11	Conformed construction documents		
§ 4.1.12	As-designed Record Drawings		
§ 4.1.13	As-constructed Record Drawings		
§ 4.1.14	Post occupancy evaluation		
§ 4.1.15	Facility Support Services (B210™–2007)		
§ 4.1.16	Tenant-related services		
§ 4.1.17	Coordination of Owner's consultants		
§ 4.1.18	Telecommunications/data design		
§ 4.1.19	Security Evaluation and Planning (B206™–2007)		
§ 4.1.20	Commissioning (B211™–2007)		
§ 4.1.21	Extensive environmentally responsible design		
§ 4.1.22	LEED® Certification (B214™–2012)		
§ 4.1.23	Fast-track design services		
§ 4.1.24	Historic Preservation (B205™–2007)		
§ 4.1.25	Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

To Be Determined by Project/Task

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

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- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner: **To Be Determined by Project/Task**

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 () visits to the site by the Architect over the duration of the Project during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within **To Be Determined by Project/Task** () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 If the Transfer Package is not an exhibit to the Agreement, or has not been previously provided to the Architect, the Owner shall provide the Transfer Package to the Architect as soon as practical following execution of the Agreement and prior to the Architect providing services under Article 3.

§ 5.2 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies

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related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Section 5.3.

§ 6.3 The Owner shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work provided by the Owner as the Architect progresses with its services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to inaccuracies or incompleteness in the cost estimates. The Architect may review the estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If at any time the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.5 The Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by cost estimates, or contractor bids or proposals, that exceed the Owner's budget for the Cost of the Work. If, however, the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, defined in or anticipated by the Transfer Package, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work and the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

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§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials and shall provide professional credit for the Design Manager, or other Owner consultant contributing to the Project design, as appropriate. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1.

Init.

§ 10.8.1 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To Be Determined by Project/Task

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To Be Determined by Project/Task

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Transfer Package and Owner Provided Information Review Phase:	percent (	30	%)
Construction Documents Phase:	percent (	45	%)
Bidding or Negotiation Phase:	percent (	5	%)
Construction Phase:	percent (	20	%)
Total Basic Compensation	One hundred percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Please see attached Schedule of Rates

Init.

Employee or Category

Rate

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 1.2 percent (20 %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.5 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of NA (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid after (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month for the period the statement remains unpaid after the initial 30 days.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Init.

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User Notes:

(947348598)

20

Attachment: Architect- Nicholas Netta (2021-49 : Architect Appointment 2020)

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

To Be Determined by Project/Task

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B172™–2013, Standard Form Agreement Between Owner and Architect for Architect of Record Services
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Protocol Exhibit, if completed, or the following:

To Be Determined by Project/Task

- .3 Other documents:
(List other documents, if any, including additional scopes of service, if any, forming part of the Agreement.)

To Be Determined by Project/Task

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Nicholas J. Netta, AIA, NCARB, Principal

(Printed name and title)

Init.

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User Notes:

(947348598)

21

Attachment: Architect- Nicholas Netta (2021-49 : Architect Appointment 2020)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nicholas J. Netta, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:52:57 ET on 12/05/2020 under Order No. 6700948927 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B172™ – 2013, Standard Form of Agreement Between Owner and Architect for Architect of Record Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

Principal
(Title)

December 7, 2020
(Dated)

Attachment: Architect- Nicholas Netta (2021-49 : Architect Appointment 2020)

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User Notes:

(947348598)



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-50



RESOLUTION NO. 2021-50

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

AUTHORIZING APPOINTMENTS TO THE “ASBURY PARK TV COMMITTEE”

WHEREAS, pursuant to Section 2-58 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” an Asbury Park TV Committee (the “Committee”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED that the following individuals are hereby appointed to serve on the Asbury Park TV Committee for the term referenced:

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

1. That the following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Ed Salvas	12/31/2023
Michelle Gladden	12/31/2023

3. That a certified copy of this Resolution shall be provided to each member appointed and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-50 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 2nd DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-51



RESOLUTION NO. 2021-51

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

APPOINTMENT TO THE BUSINESS ADVISORY COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Business Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to provide consultative and advisory assistance to the Mayor and Council, regarding business issues for the City, as well as all residents of the community; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall be from January 1, 2021 through December 31, 2021; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and

Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. A “Business Committee” (the “Committee”) is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Deputy Mayor Amy Quinn	12/31/2021
Jenn Hampton	12/31/2021
Bianca Freda	12/31/2021
Kathy Kelly	12/31/2021
Marilyn Schlossbach	12/31/2021
Russell Lewis	12/31/2021
Reggie Flimlin	12/31/2021
Jackie Sharpe	12/31/2021
Phyllis Maffucci	12/31/2021
Sylvia Sylvia Cioffi	12/31/2021
Austin Leopold	12/31/2021
Jamie Soto	12/31/2021
Robin Elliot-Preston	12/31/2021
Ben Ross	12/31/2021
Chris Zatorski	12/31/2021

3. A certified copy of this Resolution shall be provided to all appointed members and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-51 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-52



RESOLUTION NO. 2021-52

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

RESOLUTION APPROVING APPOINTMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Community Development Block Grant Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be review Community Development Block Grant applications and to provide consultative and advisory assistance to Mayor and Council concerning such issues; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall begin January 1, 2021 and shall expire December 31, 2021; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

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

1. A “Community Development Block Grant Committee” (the “Committee”) is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Mayor John Moor	12/31/2021
Deputy Mayor Amy Quinn	12/31/2021
Cassandra Dickerson	12/31/2021
Leesha Floyd	12/31/2021

3. A certified copy of this Resolution shall be provided to each appointed member and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-52 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-53



RESOLUTION NO. 2021-53

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

RESOLUTION AUTHORIZING APPOINTMENTS TO “CODE ENFORCEMENT/QUALITY OF LIFE COMMITTEE”

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Code Enforcement/Quality of Life Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to study existing code enforcement and quality of life issues within the City and to provide consultative and advisory assistance to Mayor and Council concerning such issues; and

WHEREAS, the Committee shall provide advice to the Mayor and Council as to short-term and long-term recommendations; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall begin January 1, 2021 and shall expire December 31, 2021; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

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

1. A “Code Enforcement/Quality of Life Committee” (the “Committee”) is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Council Member Yvonne Clayton	12/31/2021
Council Member Eileen Chapman	12/31/2021
Norman Robertson	12/31/2021
Greg Hopson	12/31/2021
Patricia Zanellato	12/31/2021
Ilene Schwaber	12/31/2021
Tara Gyorfy	12/31/2021
Diane Shelton	12/31/2021
Norren Curry	12/31/2021
Pamela Major	12/31/2021
Kareen Kircher	12/31/2021

3. A certified copy of this Resolution shall be provided to each member appointed and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-53 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-54



RESOLUTION NO. 2021-54

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

AUTHORIZING APPOINTMENTS TO THE “DEAL LAKE COMMISSION”

WHEREAS, pursuant to Section 2-46 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Deal Lake Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Deal Lake Commission for a one-year term:

1. The following individuals are hereby appointed to serve on the Commission:

Jeannie Toher, Regular Member
Edward A. Winder

Term Expires: 12/31/2021
Term Expires: 12/31/2021

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

- a. Donna Vieiro, City Manager
- b. Deal Lake Commission

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-54 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-55



RESOLUTION NO. 2021-55

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

AUTHORIZING APPOINTMENTS TO THE “ENVIRONMENTAL/SHADE TREE COMMISSION”

WHEREAS, pursuant to Section 2-41 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” an Environmental/Shade Tree Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Environmental/Shade Tree Commission for the term referenced:

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

1. That the following individuals are hereby appointed to serve on the Commission:

Appointee

Term to Expire

Roy Helfrick (Alternate#2)

December 31, 2025

2. That a certified copy of this Resolution shall be provided to each appointed member and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-55 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-56



RESOLUTION NO. 2021-56

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

RESOLUTION APPROVING APPOINTMENTS TO THE CITY OF ASBURY PARK GREEN TEAM

WHEREAS, the Mayor and Council wish to appoint certain individuals to serve on the Municipal Green Team, in accordance with the requirements of Sustainable New Jersey Certification; and

WHEREAS, the Green Team will meet on a as needed basis; and

WHEREAS, the City Manager or his/her designee shall serve as chairperson; and

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Asbury Park Green Team for a period as needed.

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

1. That the following individuals are hereby appointed to serve on the Green Team:

City Manager or designee, Chairperson	
Director of Planning and Redevelopment or designee	
Chairperson of the Environmental Shade Tree Commission or designee	
Chairperson of the Asbury Park Business Committee or designee	12/31/2021
Councilwoman Eileen Chapman or designee	12/31/2021
Irina Gasparyan	12/31/2021
Yvonne Adams	
12/31/2021	
Derek Minno Bloom	12/31/2021
Michael Castellano	12/31/2021
Tara Gyorfy	12/31/2021
Russell Lewis	12/31/2021
Kathleen Mumma	12/31/2021

Diana Pittet
Joe Grillo

12/31/2021
12/31/2021

2. That a certified copy of this Resolution shall be provided to Donna Vieiro, City Manager, and Michele Alonso, Director of Planning and Redevelopment.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-56 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-57



RESOLUTION NO. 2021-57

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

RESOLUTION AUTHORIZING APPOINTMENTS TO THE PARKING ADVISORY COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Parking Advisory Committee” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to study the existing parking conditions within the City and to provide consultative and advisory assistance to the Mayor and Council concerning parking issues within the City; and

WHEREAS, the Committee shall provide advice to the Mayor and Council as to short-term and long term recommendations; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall be for January 1, 2021 and expire December 31, 2021; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law.

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

1. A "Parking Advisory Committee" is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Mayor John Moor	12/31/2021
Michael Manzella (Chair)	12/31/2021
Gene Dello	12/31/2021
Barbara Krzak	12/31/2021
Maggie Quinton	12/31/2021
William West	12/31/2021
Bret Morgan	12/31/2021
Jordan Modell	12/31/2021
Jill Potter	12/31/2021

3. A certified copy of this Resolution shall be provided to each appointed member and Donna M. Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-57 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-58



RESOLUTION NO. 2021-58

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

RESOLUTION APPOINTING MEMBERS TO THE WESLEY LAKE COMMISSION

WHEREAS, pursuant to Section 2-45 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Wesley Lake Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and City Council approved Ordinance 2017-08 adopted on February 22, 2017 which changed the term from a one-year term to a three-year term; and

WHEREAS, the Mayor and City Council now wishes to changes those appointments to make them concur with Ordinacne 2017-08.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Wesley Lake Commission for a three (3) year term:

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

1. That the following individuals are hereby appointed to serve on the Commission:

Eileen Chapman - City Council Representative	Term Expire: 12/31/23
Gail Rosewater -Member appointed by City Council	Term Expire: 12/31/23
Tee Lesinski -Member appointed by City Council	Term Expire: 12/31/23
Superintendent of Public Works	Term Expire: 12/31/23
Edward Lacombe	Term Expire: 12/31/23
Jenn Schimpf	Term Expire: 12/31/23

2. That a certified copy of this Resolution shall be provided to Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-58 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-59

Reappointment of Public Art Commissioners whose terms expired December 31, 2020



RESOLUTION NO. 2021-59

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

APPOINTING MEMBERS TO THE PUBLIC ART COMMISSION

WHEREAS, pursuant to Section 2-43 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Public Art Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Public Art Commission for the term referenced:

<u>Appointee</u>	<u>Term to Expire</u>
Jennifer Hampton	December 31, 2023
Michael Sodano	December 31, 2023
Charles Trott	December 31, 2023

BE IT FURTHER RESOLVED, that the Committee shall operate in accordance with the provisions set forth in Section 2-43 of the “Revised General Ordinances of the City of Asbury Park, New Jersey.”

BE IT FURTHER RESOLVED, that a copy of this resolution shall be provided to each appointed member and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-59 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-60

Annual reappointment of Planning Board Members for 2021



RESOLUTION NO. 2021-60

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

APPOINTING MEMBERS TO THE PLANNING BOARD (CLASS III AND IV)

WHEREAS, pursuant to N.J.S.A. 40:55D-23, et seq., and Section 30-21, *et seq.*, of the Asbury Park City Code, a Planning Board has been established within the City consisting of seven (9) regular members that are segregated into four (4) separate Classes, and two (2) alternate members; and

WHEREAS, the Mayor and Council must appoint one (1) Class III member of the Planning Board, constituting a member of the Governing Body to be appointed by it; and

WHEREAS, the Mayor and Council must also appoint certain Class IV citizen members to the Planning Board, along with certain alternate members (who shall also meet the qualifications of Class IV members); and

WHEREAS, with the above in mind, the Mayor and Council wish to make the following appointments to the Planning Board, effective as of January 1, 2021.

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, effective as of January 1, 2021, **Council Member Yvonne Clayton** is hereby appointed to serve as the **Class III** member of the Planning Board, for a term of one (1) year, or until the completion of her term of office, whichever occurs first.
2. That, effective as of January 1, 2021, the following citizen(s) of the City of Asbury Park is/are hereby appointed as **Class IV** member(s) of the Planning Board, for a term of four (4) years:
 - Rick Lambert - Term to expire on **December 31, 2024**
 - Jim Henry - Term to expire on **December 31, 2024**
 - Alexis Taylor - Term to expire on **December 31, 2024**
3. A certified copy of this Resolution shall be provided to each of the following:

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-60 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-61

Reappointment of Zoning Board Members whose terms expire



RESOLUTION NO. 2021-61

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

APPOINTING MEMBERS TO THE ZONING BOARD OF ADJUSTMENT

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

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

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

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

WHEREAS, with the above in mind, the Mayor and Council wish to make the following appointments to the Zoning Board of Adjustment, effective as of January 1, 2021.

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

1. Effective as of January 1, 2021, the following resident(s) of the City of Asbury Park is/are hereby appointed as **regular member(s)** of the Zoning Board of Adjustment, for a term of four (4) years:
 - Russell Lewis - Term to expire on **December 31, 2024**
 - Wendi Glassman - Term to expire on **December 31, 2024**
 - Timothy Szlyk - Term to expire on **December 31, 2024**
2. Effective as of January 1, 2021, the following resident(s) of the City of Asbury Park is/are hereby appointed to serve as **alternate member(s)** of the Zoning Board of Adjustment, for a term of (2) years:

- “Alternate No. 2” - Bonnie Nach - Term to expire **December 31, 2022**

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-61 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-62



RESOLUTION NO. 2021-62

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

RESOLUTION APPROVING APPOINTMENTS TO THE MAYOR'S WELLNESS COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Mayor’s Wellness Committee” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to provide a community initiative to champion healthy and active living within the City of Asbury Park and improve overall health within the community; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall be for January 1, 2021 and expire December 31, 2021; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law.

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

1. A “Mayor’s Wellness Committee” is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Mayor John Moor	12/31/2021
Michael Manzella, Mgr. Rep.	12/31/2021
Lisa Lee	12/31/2021
Wendi Glassman	12/31/2021
Allison Cerco	12/31/2021
Vishal Sood	12/31/2021
Douglas Eagles	12/31/2021
Nina Summerlin	12/31/2021
Pamela Major	12/31/2021
Cait Platt	12/31/2021

3. A certified copy of this Resolution shall be provided to all appointed members and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-62 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-63



RESOLUTION NO. 2021-63

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

APPOINTMENT TO THE RECREATION ADVISORY COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Recreation Advisory Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to provide consultative and advisory assistance to the Mayor and Council, regarding recreation issues for the youth of the City, as well as all residents of the community; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall be from January 1, 2021 through December 31, 2021; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and

Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. A "Recreation Advisory Committee" (the "Committee") is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Council Member Jesse Kendle	12/31/2021
Council Member Eileen Chapman	12/31/2021
Esther Piekarski	12/31/2021
Toran Jordan	12/31/2021
Angeline Brown	12/31/2021
Angela Anderson	12/31/2021
Douglas Eagles	12/31/2021
Jessie Ricks	12/31/2021
Sylvia Sylvia Cioffi	12/31/2021
Vishal Sood	12/31/2021
Byron Young	12/31/2021
Tyron McAllister	12/31/2021
Shawana A. Gartrell	12/31/2021

3. A certified copy of this Resolution shall be provided to Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-63 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-64



RESOLUTION NO. 2021-64

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

RESOLUTION AUTHORIZING APPOINTMENTS TO THE “SUNSET LAKE COMMISSION”

WHEREAS, pursuant to Section 2-47 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Sunset Lake Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Sunset Lake Commission:

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

1. That the following individuals are hereby appointed to serve on the Commission:

Chestor Boles

Term Expire: 12/31/2022

Sam Berzok

Term Expire: 12/31/2022

Councilperson Eileen Chapman

Term Expire: 12/31/2022

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-64 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.

**MELODY HARTSGROVE
CITY CLERK**



Minutes
Meeting of the Municipal Council
Friday, January 1, 2021
ORGANIZATIONAL MEETING

Call to Order

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

City Clerk Melody Hartsgrove called the meeting to order at 12:00 PM.

Invocation

Invocation by Pastor Semaj Vanzant, Sr.

Salute the Flag

Announcement by City Clerk

1. 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 Reorganization Meeting Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on December 29, 2020, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Swearing in of Newly Elected Officials by Municipal Clerk Melody Hartsgrove

SWEARING IN OF COUNCIL MEMBER AMY QUINN

City Clerk, Melody Hartsgrove issued the oath of office to Deputy Mayor Amy Quinn.

SWEARING IN OF COUNCIL MEMBER B. YVONNE CLAYTON

City Clerk, Melody Hartsgrove issued the oath of office to Council Member Yvonne Clayton.

SWEARING ON OF COUNCIL MEMBER EILEEN CHAPMAN

City Clerk, Melody Hartsgrove issued the oath of office to Council Member Eileen Chapman.

Nomination of Deputy Mayor

SWEARING IN OF DEPUTY MAYOR BY MUNICIPAL CLERK MELODY HARTSGROVE

A nomination was made by Council member Chapman and seconded by Council member Kendle. All in favor for the nomination of Amy Quinn for Deputy Mayor.

Resolutions

CONSENT AGENDA

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

- 2021-1 Appointment of Deputy Mayor
- 2021-2 Resolution Establishing Meeting Dates for 2021
- 2021-3 Resolution Designating the Official Newspapers for the City of Asbury Park for the Year 2021
- 2021-4 Resolution Appointing a Deputy City Clerk for the City of Asbury Park
- 2021-5 Resolution of Reappointment of JoAnn Boos to the Position of Chief Financial Officer
- 2021-6 Appointment of Recycling Coordinator
- 2021-7 Authorizing the City Clerk to Execute all Bingo and Raffle Games of Chance Applications that Meet all Provisions Pursuant to Statute for the 2021 Calendar Year
- 2021-8 Authorizing the City Clerk to Execute all of the City of Asbury Park Fire Department Member's Enrollment into NJ State Firemen's Association for the 2021 Calendar Year
- 2021-9 Appointing a Fund Commissioner and Alternate to the New Jersey Intergovernmental Insurance Fund
- 2021-10 Appointment of ADA Compliance Officer and Coordinator
- 2021-11 Designation of Public Agency Compliance Officer

- 2021-12 Resolution Authorizing Premium to Escheat to Municipality After Five Years
- 2021-13 Resolution to Credit Sewer Account for Deduct Meter
- 2021-14 Resolution to Cancel Taxes on City Owned Properties
- 2021-15 Resolution to Authorize Year End Tax Sale 2021
- 2021-16 Resolution of the Mayor and Council of the City of Asbury Park Fixing the Rate of Interest to be Charged on Delinquent Taxes, Assessments and Sewer Accounts for 2021
- 2021-17 Resolution Providing for Fees for Tax Sale Certificate Redemption Calculations
- 2021-18 Resolution Establishing a Service Charge for Returned Checks or Written Instruments
- 2021-19 A Resolution Authorizing Tax Collector, to Complete Agreement for Service and Participate in Electronic Tax Sale Process
- 2021-20 Resolution Approving Tax Sale Costs 2021
- 2021-21 Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications
- 2021-22 A Resolution Authorizing the Tax Assessor to Act as Agent for the City of Asbury Park for the Purpose of Filing and Settling Tax Appeals on Behalf of the Taxing District for the Tax Year 2021
- 2021-23 Resolution Authorizing the Transfer of Real Estate Tax Credits from 2020 to 2021
- 2021-24 Resolution of the Mayor and Council of the City of Asbury Park Designating the Depositories wherein all Public Monies and Other Funds of the Municipality Shall Be Kept
- 2021-25 Resolution Adopting a Debt Management and Capital Policy

INDIVIDUAL RESOLUTIONS

- 2021-26 Resolution Providing for 2021 Temporary Budget Appropriations

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

- 2021-27 Resolution Adopting a Cash Management Plan for the City of Asbury Park

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

2021-28 Appointing Frederick C. Raffetto, Esq., to Serve as Municipal Attorney for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2021-29 Appointing Maraziti and Falcon to Serve as Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2021-30 Appointing Archer & Greiner, P.C. to Serve as Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2021-31 Appointing Archer & Greiner, P.C. to Serve as Bond Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2021-32 Appointing Acacia Financial Group, Inc. To Serve as Financial Advisors for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2021-33 Appointing Law Offices of Genova Burns, LLC to Serve as Labor Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2021-34 Appointing Law Offices of Parker McCay, P.A. to Serve as OPRA Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2021-35 Appointing PFK O'Connor Davies to Serve as Auditor for the City and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2021-36 Authorizing the Award of a Contract to the Firm of Kyle + McManus Associates, LLC to Perform Professional Affordable Housing Planning and/or Consulting Services

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

2021-37 Appointing T & M Associates to Serve as Municipal Engineer for the City, and Authorizing the Execution of an Agreement for Professional Engineering Services Associated Therewith

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

2021-38 Resolution Pursuant to N.J.S.A. 40:48-1 Authorizing the City Engineer to Perform Services as Designee to The City Manager for Review of Development Permits in Any Area of Special Flood Hazard

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

2021-39 Resolution Appointing City Prosecutor

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

2021-40 Resolution Appointing Alternate City Prosecutor

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

2021-41 Resolution Appointing City Public Defender

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

2021-42 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of PILOT/RAB Administration

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

2021-43 Amending contract authorizing Clarke Caton Hintz to perform various actions from the Master Plan

RESULT:	TABLED [UNANIMOUS]
	Next: 1/13/2021 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-44 Resolution Approving an Agreement for Services Contract with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-Based Electronic Tax Sale Processing

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

2021-45 Resolution Awarding Professional Community Nursing Services for the City's Department of Social Services January 1, 2021– December 31, 2021

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

2021-46 Appointing Harry Haushalter, Esquire, to Serve as Special Tax Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2021-47 Appointing GJEM Insurance Agency, to Serve as an Insurance Brokerage/Consultant/Risk Manager, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2021-48 Authorizing the Execution of an Agreement for Professional Appraisal Services to BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA

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

2021-49 Appointing Various Firms to Provide Architectural Services for the City, and Authorizing the Execution of an Agreement for Professional Architectural Services Associated Therewith

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

2021-50 Authorizing Appointments to the “Asbury Park TV Committee”

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

2021-51 Appointment to the Business Advisory Committee

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

2021-52 Resolution Approving Appointments to the Community Development Block Grant Committee

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

2021-53 Resolution Authorizing Appointments to “Code Enforcement/Quality of Life Committee”

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

2021-54 Authorizing Appointments to the “Deal Lake Commission”

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

2021-55 Authorizing Appointments to the “Environmental/Shade Tree Commission”

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

2021-56 Resolution Approving Appointments to the City of Asbury Park Green Team

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

2021-57 Resolution Authorizing Appointments to the Parking Advisory Committee

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

2021-58 Resolution Appointing Members to the Wesley Lake Commission

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

2021-59 Appointing Members to the Public Art Commission

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

2021-60 Appointing Members to the Planning Board (Class III and IV)

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

2021-61 Appointing Members to the Zoning Board of Adjustment

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

2021-62 Resolution Approving Appointments to the Mayor's Wellness Committee

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

2021-63 Appointment to the Recreation Advisory Committee

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

2021-64 Resolution Authorizing Appointments to the “Sunset Lake Commission”

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

Announcement by Mayor Moor of Mayor's Appointment to the Library Board Committee

Mayor Moor announced the following names as his appointments to the Library Board: Ericka Uter with a term that will expire 12/31/2022 and Kerri Martin with a term that will expire on 12/31/2025.

Announcement by Mayor Moor of Mayor's Appointment to the Position of Office of Emergency Management ("OEM") Director

Mayor Moor announced his appointment to the Office of Emergency Management is : Garrett M. Giberson.

Announcement of Mayor of Mayor's Appointment to the Planning Board

1. Class I Member (Mayor or Mayor's Designee -1 Year Term) Mayor John Moor is the Class 1 Member.
2. Class II Member (Non-Government Body Municipal Official -1 Year Term) Michael Manzella is the Class II Member.
1. Class I Member (Mayor or Mayor's Designee - 1 Year Term)
2. Class II Member (Non-Government Body Municipal Official - 1 Year Term)

Comments from Council Members

Council member Chapman stated, I want to wish all of you and your loved ones a very healthy, happy, and prosperous new year. I want to thank everyone who supported us in our campaign. It has been a tough year, but we are working very hard to make Asbury Park the best it can be. I want to thank my family for their support and sacrifices. Last but not least I need to thank my husband, today is our anniversary. I need to thank him for his support. I look forward to working with all of you through the year. Thanks everyone who agreed to work on boards and commissions, it's really important. Thank you.

Council member Clayton stated, I would like to thank the residents who continue to support us and thank you for letting us lead you again going into the future. A special appreciation to all of our city employees who kept the city going through the last year under really difficult circumstances. To my fellow council members, I appreciate you all. It has been a pleasure working with you. I look forward to the future of what we can do to make this city a wonderful place for everyone. Lastly, I am looking forward to the future. I think that 2021 will be a turnaround year for us. Our businesses will come back, jobs will come back to the city, and most of all we're going to recapture our joy. Happy New Year everyone and here's to an upcoming wonderful new year.

Council member Kendle stated, I would like to thank everyone too, especially the council. I also want to give a big shout out to the residents of Asbury park. The respect that you showed when you called in or came to a council meeting. It was very helpful to a lot of us. I'd like to thank the council for working hard. You can really count on the council members of Asbury Park. Thank god for each and every one of you. You have helped me tremendously to be a better council person and continue to do the best I can. Happy Holidays and please stay safe, wear your masks.

Deputy Mayor Quinn stated, ditto to everything that's already been said, and again it's truly an honor to serve on this council. It's an honor to be Deputy mayor and it's an honor to serve Asbury Park. 2020 was a tough year, looking forward to hopefully a less tough year in 2021. I want to give a shout out to Donna and Mike Manzella who have been at the reigns of what has been the toughest year. Donna was nearly brand spanking new when all of this happened. So not only am I really proud of this mayor and council, I am proud of the leadership that we've seen in city hall with Donna and Manzella. Thank you to all of the residents of Asbury Park for everything that you have continued to do during this pandemic.

Comments from Mayor

Mayor Moor stated, I would like to thank Pastor Vanzant. I'd like to congratulate Deputy Mayor Quinn, Council member Clayton, and Council member Chapman. 2021 is here but unfortunately COVID is still with us and it will be with us for a while, there's no question about that. So I ask all to please stay vigilant. I ask you all to continue to wear a mask, it is basically the only thing working and it continues to work. I ask you all to continue to be safe and I wish everyone a Happy New Year. Again, like everyone else, I just hope 2021 is better than 2020. Thank you.

City Manager, Donna Vieiro stated, I'd like to thank the Mayor and council for all of their support that they have given myself and our staff here throughout this crazy year. One of my employees recently sent me a text with "#teamwork" in it. I think that resonates throughout not only our staff, our council, but our residents and all of our volunteers. We need to have

teamwork to get through the next year, to figure out what is best for our city, for our community. I appreciate everyone's assistance and guidance, and the ability of all of us to change the way that we've done things in the past to do things better and more efficiently in this changing time. Godspeed to everyone. Happy New Year and looking forward to a productive and safe 2021. Thank you.

City Attorney, Frederick Raffetto stated, I would like to say Happy Holidays to all, and Happy New Year. It is an absolute pleasure to work with all of you and I thank you so much for the opportunity. Best wishes to all for a better year ahead. Thanks again.

Public Participation

A motion was made by Council member Kendle and seconded by Deputy Mayor Quinn to open the meeting to the public. All were in favor. No members of the public spoke. A motion to close the meeting to the public was made by Council member Kendle and seconded by Deputy Mayor Quinn. All were in favor.

Adjournment

A motion to close the meeting was made by Deputy Mayor Quinn and seconded by Council member Kendle. All in favor.

Meeting was adjourned at 12:48PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk