



Agenda
Meeting of the Municipal Council
Wednesday, January 13, 2021
REGULAR MEETING 6:00 PM

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

2021-65 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Freeze Act Amicus - Union Beach
2. 704 Mattison, 574 Cookman and 607 Mattison

B. Attorney-Client Privilege

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

III. Regular Meeting

- A. Call to Order/Roll Call
- B. Silent Prayer/Moment of Reflection
- C. Salute to the Flag
- D. Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 7, 2021, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Matters from City Council

Matters from City Manager

Mattes from City Attorney

E. Public Participation

F. Minutes

- Municipal Council Executive Meeting Dec. 18 10:00 AM
- Municipal Council - Regular Meeting - Dec 18, 2020 11:00 AM
- Municipal Council Executive Meeting Dec. 22, 4:00 PM
- Municipal Council - Regular Meeting - Dec 22, 2020 6:00 PM
- Municipal Council - Organizational Meeting - Jan 1, 2021 12:00 PM

G. Individual Resolutions

- 2021-43 Resolution Amending contract authorizing Clarke Caton Hintz to perform various actions from the Master Plan
- 2021-66 Resolution Establishing Standard Procedures and Requirements for Public Comments Made During Remote Meetings of The Mayor and Council of The City of Asbury Park.
- 2021-67 Resolution Amending Temporary Budget Appropriations for 2021 Budget
- 2021-68 Resolution Appointing the Firm of Surenian, Edwards & Nolan, LLC To Serve as Special Affordable Housing Counsel For the City of Asbury Park.
- 2021-69 Resolution Awarding a Contract for U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Petroleum Community-Wide Assessment Grant Service To Brownfield Redevelopment Solutions, Incorporated (BRS)
- 2021-70 Resolution Authorizing the Annual Renewal of All Traffic Solutions Software
- 2021-71 Resolution Awarding a Contract for Solid Waste Collection Services to DeLisa Demolition Inc
- 2021-72 Resolution Authorizing the Renewal of Office 365 Software
- 2021-73 Resolution Authorizing the Purchase of a Rescue Truck for the Fire Department
- 2021-74 Resolution Authorizing the Purchase of a SUV for Administration
- 2021-75 Resolution Authorizing the Purchase of Two Police Vehicles and Related Equipment
- 2021-76 Resolution Authorizing the Emergency Purchase and Installation of Two Damper Assemblies for the Boilers at the Waste Water Treatment Plant
- 2021-77 Resolution Authorizing Issuance of Duplicate Tax Sale Certificate #19-00001 Block 103 Lot 2 100 Drury Lane
- 2021-78 Resolution Authorizing Cancellation and Refund of Tax Sale Certificate #18-00053 due to Tax Over Bill Block 1005 Lot 1
- 2021-79 Resolution Appointing Members to the City of Asbury Park Green Team
- 2021-80 Resolution Appointing Member to the Planning Board (Class IV)
- 2021-81 Resolution Appointing a Member to the Public Art Commission

- 2021-82 Resolution Authorizing Purchase of Body Armor Vests for the Police Department
- 2021-83 Resolution Authorizing an Employment Agreement Between the City of Asbury Park and The Chief of The Asbury Park Fire Department
- 2021-84 Resolution Authorizing an Employment Agreement Between the City of Asbury Park and The Deputy Chief of The Asbury Park Police Department
- 2021-85 Resolution Authorizing an Employment Agreement Between the City of Asbury Park and The Chief of The Asbury Park Police Department
- 2021-86 A Resolution Authorizing the Appointment Of Gregory J. Cannon, Esq. To Serve as A Hearing Officer With Respect to A Personnel Matter.

H. Adjournment

**RESOLUTION NO. 2021-65****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on January 13, 2021 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

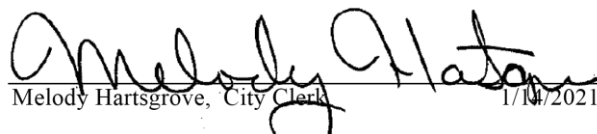
The general nature of the subject or subjects to be discussed are as follows:

A. Contract Negotiations:

1. 704 Mattison Avenue, 574 Cookman and 607 Mattison Avenue

B. Attorney-Client Privilege:

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


Melody Hartsgrove, City Clerk 1/13/2021

ANTHONY CUCCI
CITY CLERK



Minutes
Meeting of the Municipal Council
Friday, December 18, 2020
REGULAR MEETING

Executive Session - 10:00 am

2020-354 Resolution Authorizing a meeting which excludes the public

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

ATTORNEY-CLIENT PRIVILEGE

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	Absent	

City Clerk Melody Hartsgrove called the meeting to order at 11:00 AM.

PUBLIC PARTICIPATION

A motion to open the meeting to the public was made by Council member Kendle and seconded by Council member Chapman. No members of the public spoke.

A motion to close the meeting was made by Council member Chapman and seconded by Council member Clayton.

INDIVIDUAL RESOLUTIONS

2020-355 Resolution Approving Payment of Bills

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

ADJOURNMENT

The meeting was adjourned at 11:10 AM

Motion to adjourn meeting was made by Council member Chapman and seconded by Council member Kendle.

Meeting was adjourned at 11:07AM.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Dec 18, 2020 11:00 AM (Minutes)



Minutes
Meeting of the Municipal Council
Tuesday, December 22, 2020
REGULAR MEETING

Executive Session - 4:00 p.m.

2020-356 Resolution Authorizing a meeting which excludes the public

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

ATTORNEY-CLIENT PRIVILEGE

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

MATTERS FROM CITY COUNCIL

Minutes Acceptance: Minutes of Dec 22, 2020 6:00 PM (Minutes)

Council Member Chapman stated, I want to remind everyone that we still have free transportation for Asbury Park residents to go to either medical appointments or grocery shopping. In order to make an appointment call 201-939-4242. I want to wish everyone a Happy Holidays [remainder of comments inaudible].

Council Member Clayton stated, I just want to remind everyone that there is still free parking until Christmas day. If you're downtown, there is an opportunity to shop with our businesses so please take advantage of that opportunity. I want to say thank you to everyone in this city who has worked so hard to be able to maintain this year, our businesses, our employees and our residents. This has been a tough year. Thank you very much. Merry Christmas, Happy Hannukah, Happy Kwanzaa, and here's hoping for a happier new year.

Council Member Kendle stated, Happy Holidays to everyone. Please be safe. Good Hope Baptist Church on Washington Avenue will be giving out free toys, tomorrow at 10:00AM and also they will be giving out free meals. Stay safe, continue to wear your masks, and God bless you.

Deputy Mayor Quinn stated, I want to thank Connie Breech and the Asbury Park Toy Drive who managed to give out thousands of gifts to hundreds of families this year and all of her volunteers and helpers. This was not an easy year to accomplish that task in a socially distant way. I think she's in her 20th year of doing this and kudos for getting that job done. I encourage everyone to buy locally this year. This has not been an easy year for our businesses, they are struggling. Picking up calendars, t-shirts, dinner, drinks may be the make or break for them this year. If you could shop local and support these local businesses, that would be great.

Mayor Moor stated, I want to wish everyone a Happy Holidays and Merry Christmas. I urge everyone stay vigilant and continue to wear your masks. Everything I read says the numbers are going to get worse before they get better. We're not even close to being out of the woods. Thank goodness we have the vaccine coming. Again, everyone be safe and thank you all.

MATTERS FROM CITY MANAGER

City Manager Vieiro, had no matters at this time.

MATTERS FROM CITY ATTORNEY

City Attorney Raffetto, had no matters at this time.

PUBLIC PARTICIPATION

A motion to open the meeting to the public was made by Council Member Clayton and seconded by Council Member Kendle . All in favor. The following members of the public spoke:

Ernest Mignoli, Rita Marano, Felicia Simmons, Peter Siegel, Kerry Butch, Randy Thompson, Maureen Nevin, Tracy Rogers, Ron Simonci, Dana Devino, Sylvee St. Pierre, Pam Lamberton. A motion to close the meeting to the public was made by Mayor Moor and seconded by Council Member Kendle.

MINUTES

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

1. Executive Session of Dec. 9, 2020 4:00 PM
2. Municipal Council - Regular Meeting - Dec 9, 2020 6:00 PM **Accepted**

INDIVIDUAL RESOLUTIONS

2020-357 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2020 Budget

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

2020-358 Resolution Authorizing an Agreement with Geese Chasers for Geese Management at Sunset Park

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

2020-359 Resolution Authorizing the Execution of A Shared Services Agreement With The Township Of Neptune For Geese Management of Wesley Lake

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

2020-360 Resolution Awarding a contract to BR Welding for the RBC West Channel Improvements No. 1 at the Wastewater Treatment Plant

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

2020-361 Resolution Authorizing the City of Asbury Park to Grant an Assignable License to Permit an Encroachment Over A Certain Portion of The Right-Of-Way Area Adjacent to The Property Located At 1200 Asbury Avenue/630 Church Street (Block 1605, Lot 1), Asbury Park, New Jersey And to Execute A License Agreement Associated Therewith.

Minutes Acceptance: Minutes of Dec 22, 2020 6:00 PM (Minutes)

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

2020-362 Resolution Authorizing the Purchase of Traffic Safety Signage through the Transportation Utility

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

2020-363 Resolution Authorizing the Purchase of Access Control Security System for the new Transportation Offices

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

2020-364 Resolution Authorizing the Purchase of Uniforms for the Police Department

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

2020-365 Resolution Authorizing the Boom Reel Replacement on the 2013 Seagrave Aerialscope Reel at the Fire Department

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

ORDINANCES

Second Reading/Public Hearing

2020-25 A Capital Ordinance Appropriating the Sum of \$362,000.00 for Vehicles for Various Departments

A motion to open the public hearing on Ordinance 2020-25 was made by Council Member Kendle and seconded by Council Member Clayton,. All in favor. The following members of the public spoke:

Ernest Mignoli, Rita Marano, Tracy Rogers, Matthew Crescio, Maureen Nevin. A motion to close the public hearing on Ordinance 2020-25 was made by Deputy Mayor Quinn and seconded by Council Member Kendle. All in favor.

A motion to adopt Ordinance 2020-25 was made by Deputy Mayor Quinn and seconded by Council Member Chapman.

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

2020-26 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

A motion to open the public hearing on Ordinance 2020-26 was made by Council Member Chapman and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Ernest Mignoli, Rita Marano.

A motion to close the public hearing on Ordinance 2020-26 was made by Deputy Mayor Quinn and seconded by Council Member Chapman. All in Favor. A motion to adopt Ordinance 2020-26 was made by Council Member Kendle and seconded by Council Member Clayton.

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

2020-27 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations

A motion to open the public hearing on Ordinance 2020-27 was made by Council Member Clayton and seconded by Council Member Chapman. All in favor. The following members of the public spoke: Ernest Mignoli. A motion to close the public hearing on Ordinance 2020-27 was made by Council Member Kendle and seconded by Mayor Moor. All in favor. A Motion to adopt Ordinance 2020-27 was made by Council Member Kendle and seconded by Council Member Chapman.

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

2020-28 Ordinance of The City of Asbury Park, County of Monmouth And State Of New Jersey Amending Ordinance No. 2018-21, Relating to The Implementation and Collection Of "Development Fees" (As Codified in Chapter 2, Section 88 of the Asbury Park City Code).

A motion to open the public hearing on Ordinance 2020-28 was made by Council Member Chapman and seconded by Council Member Clayton . All in favor. The following members of the public spoke: Ernest Mignoli.

Maureen Nevin, Felicia Simmons. A motion to close the public hearing on Ordinance 2020-28 was made by Council Member Chapman and seconded by Deputy Mayor Quinn. . All in favor. A Motion to adopt Ordinance 2020-28 was made by Council Member Chapman and seconded by Council Member Clayton. .

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

2. Ordinance Establishing Salary Ranges for Employees of The City of Asbury Park

A motion to open the public hearing on Ordinance 2020-29 was made by Council Member Chapman and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Ernest Mignoli.

Rita Marano. A motion to close the public hearing on Ordinance 2020-29 was made by Council Member Kendle and seconded by Council Member Chapman.. All in favor. A Motion to adopt Ordinance 2020-29 was made by Council Member Chapman and seconded by Council Member Clayton. .

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

3. An Ordinance Establishing A Rent Leveling and Stabilization Board as Well as Rules That Regulate the Price of Rent and Rate of Rent Increase for Certain Rental Housing Within the City of Asbury Park.

City Attorney Frederick Raffetto, read a statement into the record regarding the initiative petition. A motion to open the public hearing on Ordinance 2020-30 was made by Council Member Chapman and Seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Charles Gormally, Peter Siegel, Nicole Harris, Daniel Harris, Jennifer Surwa, Kathleen Mumma, Maureen Nevin, Ron Simoncini, Mitchell Kahn, Kerry Buth, Derek Minno-Bloom, Kris Lackey, Jacob Smith, Nina Summerlin, Sylvee St. Pierre, Katherine Healy, Josh Vallerio, Linda Phillips, Ernest Mignoli, Mitch Kahn, Andrea Goldman, Tracy Rogers, Dana Devino, Jen Cubias, Bill Mackolin, Carter Sackman, Felicia Simmons, Pat Schavino, Steve Sims, Matthew Sigman, Pat Fasano, Jordan Modell, Rita Marano, Ruthanne Harrison, Mike Szczurek, Michelle Gladden, Matt Crescio. A motion to close the public hearing on Ordinance 2020-30 was made by Mayor Moor and seconded by Council Member Kendle. All in favor.

Mayor Moor stated, I am so very very proud that this was so very civil and so very respectful, I'm happy it didn't blow up. I will not mention anyone by name but I think I gave everyone a lot of latitude as far as we strayed from the ordinance several times but because it's such an important ordinance I had no problem with that. Again, I'm going to respectfully say I disagree with a couple comments that were made. A comment made that it was an illegal petition because it wasn't done the right way. We accepted and we believe it is a legal petition. Someone said that this was presented to the council months ago and I guess I wasn't at that meeting. Someone said this ordinance is our ordinance, and that's not the truth. It is a very important decision that no one has taken lightly. When this started I reached out to Tracy and others and we've had a dialogue from day one. The city representatives and petitioners' representatives have met and had very good discussions. Again, they were very civil. Everyone knows this is an important issue and it's not being taken lightly by any of us. Again, I can't thank you all enough for being so civil and getting through this. If anyone else from council would like to say anything before we get to voting please go ahead.

Council member Chapman stated, I have some concerns about how this Ordinance was written [remainder of comments inaudible].

Council member Kendle stated, I've been on both sides of the fence and I know exactly what people are saying but I'm still confused. My heart is just beating fast because I'm not exactly sure. I don't think we had enough time to even really hear even though went hours tonight. Really sat down and figured this thing out. Maybe this is not the time to vote, but I would like abstain because I sympathize with both parties and I need to hear more. I want to be fair.

Council member Clayton stated, I agree rents have sky rocketed in town. People are forced to leave and I do believe that there is a need for some rent stabilization. When I lived in New York I was a beneficiary of that and it worked for me. I applaud the affordable housing coalition for coming forward and all the work that they put into this. I do wish that we had an opportunity to work together on this as we did with the affordable housing ordinances. It seems like this has become something like landlords vs. renters and I think it's more than that. This is not just going to be for the renters, it's going to affect the homeowners and the taxpayers in the city. I just don't think that we've had enough time and I wish there had been some more public participation. We needed to get people out to have a hearing to really go through the ordinances so that we all understand it. I see some faults in this ordinance that I don't know if we should have to live with for three whole years. I would love for us to do something, I agree, there is urgency. We need to do something now. So let's get together and makes changes and put something out that we can work with and that we can pass.

During the roll call vote Deputy Mayor Quinn stated, I think this is a flawed ordinance. I'm cautiously optimistic something better can be collaborated on and brought before the council. Until that time, I'm left with voting yes or no on the concept of rent control as a person who truly believes that the affordable housing crisis is a cornerstone of the inequity crisis we are staring down today and that it is our responsibility to be measured and forward thinking for all of our citizens in this town. I'm voting yes. I would allow this ordinance to move forward to signal to all parties, and I mean all parties that I will vote yes again when something that addresses reasonable concerns is brought before me.

RESULT:	DEFEATED [1 TO 3]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Amy Quinn
NAYS:	Eileen Chapman, Yvonne Clayton, John Moor
ABSTAIN:	Jesse Kendle

ADJOURNMENT

The meeting was adjourned at 10:50 PM

Respectfully submitted by:

Melody Hartsgrove, Deputy 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

Minutes Acceptance: Minutes of Jan 1, 2021 12:00 PM (Minutes)

- 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



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 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**

RESOLUTION 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) in a not-to-exceed amount of \$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 \$8,500.00; and

WHEREAS, under the Local Public Contracts Law, N.J.S.A. 40A:11-15(a)(i) Professional Services contracts 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 a not-to-exceed amount of \$8,500.00 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, ANTHONY CUCCI, 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 27th day of January, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 1/28/2021

ANTHONY CUCCI
CITY CLERK



CLARCAT-01

A 3.G.1.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 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) **3.G.1.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 STATUTORY 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

January 19, 2021

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 out in 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 to be 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. We will prepare up to two (2) revisions of the current draft ordinances.

Philip Caton, FAICP
John Hatch, FAIA
George Hibbs, AIA
Brian Slauch, AICP
Michael Sullivan, AICP

Emeriti

John Clarke, FAIA
Carl Hintz, AICP, ASLA

Clarke Caton Hintz

Not to Exceed Cost: \$8,500.00

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 up to two (2) revisions of the ordinance.

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



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-66

Requirements for Public Comments Made During Remote Meetings of The Mayor and Council of The City of Asbury Park.



RESOLUTION NO. 2021-66

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

RESOLUTION ESTABLISHING STANDARD PROCEDURES AND REQUIREMENTS FOR PUBLIC COMMENTS MADE DURING REMOTE MEETINGS OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK.

WHEREAS, the COVID-19 pandemic has forced local government entities throughout the State of New Jersey to hold public meetings remotely; and

WHEREAS, Section 8 of P.L. 2020, c. 34 authorized the Director of the Division of Local Government Services (“Director”) to promulgate regulations establishing standard protocols for remote meetings held by a “local public body” during a Governor-declared emergency (“Regulations”); and

WHEREAS, the Director promulgated the Regulations, which are codified as N.J.A.C. 5:39-1.1 through 1.7; and

WHEREAS, the Asbury Park Council is a “local public body” as defined in the Regulations and is therefore subject to the requirements thereof; and

WHEREAS, N.J.A.C. 5:39-1.4(h) requires a local public body to adopt a resolution establishing standard procedures and requirements for public comment made during a remote public meeting as well as for public comments submitted in writing ahead of the remote public meeting; and

WHEREAS, in order to fulfill the requirements set forth in N.J.A.C. 5:39-1.4(h) the procedures and requirements appearing below are hereby established by the Mayor and Council.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, hereby establish the following procedures and requirements to satisfy the requirement set forth in N.J.A.C. 5:39-1.4(h):

1. Members of the public wishing to make a comment during a remote meeting shall be permitted to do so using the audio and/or video technology under which the remote meeting is being held.

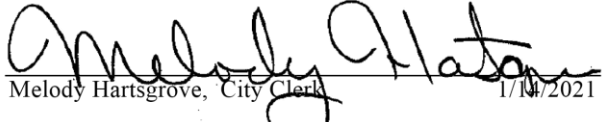
2. Members of the public may also submit written comments to the Mayor and Council, through the City Clerk, by either e-mail to (publiccomments@cityofasburypark.com) or written letter to Melody Hartsgrrove, City Clerk, One Municipal Plaza, Asbury Park, New Jersey 07712. Written comments must be received by 12:00 noon on the scheduled day of the remote meeting in order to be included in the meeting.
3. Public comments shall be received and/or read into the record during times designated during the meeting for public participation.
4. The Mayor and Council reserve the right to pass over duplicative written comments; however, each duplicative comment shall be noted for the record with the content summarized.
5. A member of the public wishing to speak during a remote meeting shall state their full name and address for the record prior to making their comment. Each person recognized to speak (or whose written comments are to be read into the record) shall be provided one opportunity for a maximum of three minutes. Any speaker who exceeds the three-minute time limit shall be ruled out of order and shall be subject to muting (or to have their written comments as read aloud concluded at the end of the three-minute time period). Each three-minute time period is personal to each speaker and may not be ceded to another person.
6. Members of the public commenting during a remote meeting shall not act in any manner to disrupt the meeting. If such a member of the public becomes disruptive during the meeting, the individual chairing the meeting shall mute, or direct the muting of, the disruptive member and warn that any continued disruption may result in the member being prevented from speaking during the meeting or be removed from the remote meeting entirely. Disruptive conduct includes, but is not limited to, sustained inappropriate behaviors such as shouting, interruption, and the use of profanity.
7. Any member who continues to be disruptive after receiving a warning may be muted while other members of the public are allowed to proceed with their comments. If time permits, the disruptive individual shall be allowed to speak after all other members of the public are provided an opportunity to comment. Should the individual remain disruptive, the individual may be muted or kept on mute for the remainder of the remote meeting or removed from the meeting entirely.
8. Questions or comments from the public should be directed to the City Council as a whole. A response may be provided, at the discretion of the Council. If appropriate, the Chair may direct and recognize a staff employee or professional of the City to respond. The Chair may request that any question asked of the City Council or its staff or professionals which, due to its complexity or need for research or factual investigation cannot be answered immediately, be placed in

writing and directed to the appropriate City official so that an answer may be provided as soon as possible.

9. This Resolution shall supersede Resolution No. 2020-180, as adopted on June 10, 2020, with respect to public comments made during remote public meetings of the Mayor and Council.
10. A certified copy of the within Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager;
 - b. Michael J. Manzella, Deputy City Manager; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, ANTHONY CUCCI, 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. 2021-66 which was finally adopted by the City Council at a meeting held on the 13th day of January, 2021

CERTIFIED BY ME THIS 13th DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/14/2021

ANTHONY CUCCI
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-67

Increase to temporary budget to cover software licensing.



RESOLUTION NO. 2021-67

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2021 BUDGET

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

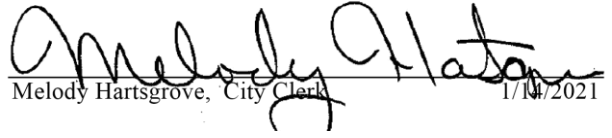
WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2021 budget.

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

	<u>From</u>	<u>To</u>
Current Fund:		
Computerized Data Processing OE	\$14,293.00	\$50,000.00

I, ANTHONY CUCCI, 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. 2021-67 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 1/14/2021

ANTHONY CUCCI
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-68

Appointing the Firm of Surenian, Edwards & Nolan, LLC
To Serve as Special Affordable Housing Counsel



RESOLUTION NO. 2021-68

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

RESOLUTION APPOINTING THE FIRM OF SURENIAN, EDWARDS & NOLAN, LLC TO SERVE AS SPECIAL AFFORDABLE HOUSING COUNSEL FOR THE CITY OF ASBURY PARK.

WHEREAS, the City of Asbury Park (the “City”) wishes to appoint a licensed attorney/law firm to serve in the capacity of “Special Affordable Housing Counsel” for the City, for the year 2021; and

WHEREAS, the Special Affordable Housing Counsel shall handle affordable housing matters involving the City during the term of its appointment, per the direction of the City Manager (the “services”); and

WHEREAS, the law firm of Surenian, Edwards & Nolan, LLC specializes in providing affordable housing legal services to municipalities and is well suited to provide the services to the City; and

WHEREAS, the Mayor and Council have determined to appoint the law firm of Surenian, Edwards & Nolan, LLC to this position for the period from January 1, 2021 through December 31, 2021, or until a successor is duly appointed and qualified; and

WHEREAS, said appointment may thereafter 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.*, because the services will be performed by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the contract is intended to be awarded through a restricted (a/k/a “non-fair and open”) process, pursuant to and in accordance with 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 City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Special Affordable Housing Counsel’s services may exceed \$17,500.00; 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 and State of New Jersey, as follows:

1. That the law firm of Surenian, Edwards & Nolan, LLC is hereby appointed to serve as Special Affordable Housing Counsel for the City for the period commencing on January 1, 2020 and continuing through December 31, 2021, or until a successor is duly appointed and qualified. This appointment may thereafter be renewed upon further action of the City Council.
2. That the Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and the law firm of Surenian, Edwards & Nolan, LLC., which is in a form satisfactory to the Municipal Attorney.
3. That said contract is awarded as a “professional service” 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. That 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.
5. That there shall be a cap on expenditures associated with this contract in the total amount of \$120,000. Expenditures beyond that total amount shall require further approval from the City Council.
6. That notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Surenian, Edwards & Nolan, LLC;
 - b. Donna Vieiro, City Manager;
 - c. Michael J. Manzella, Deputy City Manager;
 - d. JoAnn Boos, Chief Financial Officer;
 - e. Tracy Lizardi, Director of Purchasing, Assistant CFO;
 - f. Edward Sasdelli, Fiscal Monitor; and
 - g. Frederick C. Raffetto, Esq., Municipal Attorney.

I, ANTHONY CUCCI, 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. 2021-68 which was finally adopted by the City Council at a meeting held on the 13th day of January, 2021

CERTIFIED BY ME THIS 14th DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/14/2021

ANTHONY CUCCI
CITY CLERK

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ day of JANUARY 2021 by and between:

City of Asbury Park, a Municipal Corporation of the State of New Jersey
One Municipal Plaza
Asbury Park, NJ 07712

Hereinafter referred to as the "CITY"

And: **SURENIAN, EDWARDS & NOLAN LLC**
707 Union Avenue, Suite 301
Brielle, New Jersey 08730

Hereinafter referred to as "Special Counsel", "Contractor" or "Firm"

WITNESSETH:

1. The City hereby appoints and employs the Special Counsel to assist the City and its legal counsel in helping the City address its responsibilities with respect to its affordable-housing obligations in any proceeding involving (a) a New Jersey court of competent jurisdiction, and/or (b) the New Jersey Council on Affordable Housing ("COAH") should it resume its duties.

2. Special Counsel shall bill the City at the following rates:

- (a) \$200.00 per hour for all time spent by Jeffrey Surenian;
- (b) \$185.00 per hour for all time spent by Michael Edwards or Erik Nolan
- (c) \$175.00 per hour for all time spent by AnnMarie Harrison, Nancy L. Holm, or Christine Faustini;
- (c) \$90.00 per hour for all paralegal work.
- (d) For any new hires, firm will communicate with the City prior to the commencement of any work.

3. The City shall pay all disbursements incurred by the Firm, at the Firm's normal rate, such as, but not limited to, photocopying and printing charges (at \$0.25 per page); facsimile charges (at \$1.00 per page); telephone charges; travel expenses, mileage (at standard IRS rate, plus tolls); video conferencing charges; scanning charges (at \$0.25 per page); messenger fees; filing fees; recording fees, etc.

4. The Special Counsel shall bill the City on a monthly basis. In the event that the bills exceed the amount budgeted, the City shall either make another appropriation or advise the Special Counsel to stop work immediately.

5. The City shall pay all bills within forty-five (45) days from date mailed.

6. As a prerequisite to payment, Special Counsel shall complete and execute vouchers provided by the City, which the Firm shall be free to submit with each bill, so that said bill may be paid upon approval.

7. 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.

8. Political Contribution Disclosure: The within Agreement has been awarded to the Firm based upon the merits and abilities of the Firm 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's Law Firm, and the Law Firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of the 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 Firm's eligibility to perform this Agreement, nor will 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.

9. Attached hereto and incorporated herein are:

Attachments

- Affirmative Action Compliance Notice N.J.S.A. 10:5-31 and N.J.A.C. 17:27;
- Appendix A Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability;
- State of New Jersey Business Registration Certificate;
- Certificate of Employee Information Report;

- Workers Compensation and Employers Liability Policy Business Entity Disclosure Certification

10. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this Agreement with the surviving portion remaining in full force and effect.

11. The terms of this Agreement shall be in effect from January 1, 2021 until December 31, 2021.

CITY OF ASBURY PARK

ATTEST:

By

, Mayor

SURENIAN, EDWARDS & NOLAN LLC

By Jeffrey R. Surenian
Jeffrey R. Surenian, Managing Member

Sworn and subscribed to before me on
this 6 day of JANUARY, 2021

Linda O'Brien
A Notary Public of New Jersey
My commission expires: LINDA O'BRIEN
My Commission Expires July 25, 2022



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-69

Contract with BRS to continue managing our Brownfield and Petroleum Assessment grants



RESOLUTION NO. 2021-69

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

RESOLUTION AWARDING A CONTRACT FOR U.S. ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS COMMUNITY-WIDE HAZARDOUS SUBSTANCES ASSESSMENT GRANT AND PETROLEUM COMMUNITY-WIDE ASSESSMENT GRANT SERVICE TO BROWNFIELD REDEVELOPMENT SOLUTIONS, INCORPORATED (BRS)

WHEREAS, the City has a need for accessing environmental services for the implementation of US Environmental Protection Agency Brownfields Community -Wide Hazardous Substances Assessment Grant and Petroleum Community-Wide Assessment Grant; and

WHEREAS, the City evaluated the proposal submitted by Brownfield Redevelopment Solutions, Incorporated (BRS), to provide the necessary environmental services to the City; and

WHEREAS, The City Council authorized by Resolution 2020-60 the City to enter into a professional services agreement with BRS:

WHEREAS, the Chief Financial Officer has certified that funds are available through a grant from the United States Department of Environmental Protection Agency; and

WHEREAS, the DLGS has provided its consent to permit the City to appoint and retain Environmental and Grant Management Services in 2020 without undertaking a new “fair and open” process so long as Brownfield Redevelopment Solutions, Inc. shall not charge the City at rates higher than those charged by the firm in 2020; and

WHEREAS, BRS, Incorporated 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, services shall not exceed \$70,000 for the calendar year; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 1-01-20-165-000-201; 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

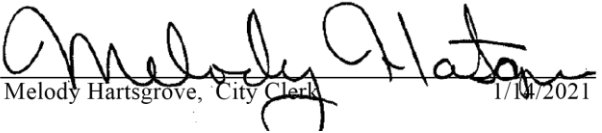
WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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 Brownfield Redevelopment Solutions, Incorporated (BRS), is hereby appointed to perform Environmental and Grant Management Services for the City for 2021.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and BRS Incorporated, for the year 2020, 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. 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. BRS, Incorporated
 - b. Donna Vieiro, City Manager
 - c. JoAnn Boos, Chief Financial Officer
 - d. Edward Sadelli, Fiscal Monitor
 - e. Frederick C. Raffetto, Esq., Municipal Attorney

I, ANTHONY CUCCI, 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. 2021-69 which was finally adopted by the City Council at a meeting held on the 13th day of January, 2021

CERTIFIED BY ME THIS 14th DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/14/2021

ANTHONY CUCCI
CITY CLERK

**SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK, NEW JERSEY
AND
BROWNFIELD REDEVELOPMENT SOLUTIONS, INC.**

This Service Agreement ("Agreement") is effective as of this ____ day of January 2020, by and between the **City of Asbury Park, New Jersey ("City")**, a public body corporate and politic of the State of New Jersey, having an address at **One Municipal Plaza, Asbury Park, New Jersey 07712**) and **Brownfield Redevelopment Solutions, Inc ("BRS")** having an address at 739 Stokes Road Units A&B Medford, NJ 08055, each being a "Party", and together are hereby referred to as the "Parties" to this Agreement.

WHEREAS, the City has a need for accessing environmental services for the implementation of the US Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment Grant; and

WHEREAS; the City evaluated the proposal submitted by BRS to provide the necessary environmental services to the City; and

WHEREAS, the City Council authorized by Resolution 2020-XX the City to enter into a professional services agreement with BRS;

WHEREAS, the anticipated term of this contract is for one year, to expire one (1) year from the date of execution;

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations, and agreements made and contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Scope of Services

BRS will be responsible for services outlined in "**Proposed Scope of Work**" section of Brownfield Redevelopment Solutions, Inc. "Proposal City of Asbury Park Environmental Services for EPA Brownfield Grant" dated December 1, 2016, which is incorporated hereto as Attachment A; and Resolution 2020-XX entitled "A Resolution For U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment Grant Services", which is incorporated hereto as Attachment B.

2. Payment Schedule and Compensation

Total compensation will not exceed One Hundred Seventy Two Thousand Dollars (\$172,000) ("Contract Amount.").

All fees will be paid based upon the fee schedule outlined in BRS' proposal incorporated into Attachment A.

3. Non-Disclosure of Analysis

The City has right of ownership and dissemination of all data and other information derived from work performed in conjunction with this Agreement.

Except upon written approval of the City or otherwise stipulated herein, BRS shall not furnish or disclose to any person or organization, including but not limited to (1) any report, study, data or other information provided by or obtained from, the City in connection with this Agreement; (2) any grant application, reports, studies, recommendations, data or information relating to or made or developed in the course of the performance of this agreement; or (3) the results of the performance of any grant application, investigation and/or analysis except as may be required by law.

4. Compliance With Laws

BRS shall observe and comply with all state, local, federal laws, and the rules of any governing body having jurisdiction over the premises and/or its use.

5. Liability Insurance

BRS shall carry and maintain in full force and effect for the duration of this Professional Service Agreement and any supplement thereto the insurance coverages set forth below:

- A. Worker's Compensations and Employers Liability in accordance with State of New Jersey requirements, with a minimum limit of:
 - a. \$1,000,000 each accident for bodily injury by accident
 - b. \$1,000,000 each employee for bodily injury by disease
 - c. \$1,000,000 policy limit for bodily injury by disease
- B. Public Liability Insurance: Comprehensive General Liability, (bodily injury, personal injury, and property damage liability) including company's contingent Completed operations and contractual liability with a minimum:
 - a. \$1,000,000 each occurrence
 - b. \$1,000,000 personal and advertising injury
 - c. \$2,000,000 general aggregate; and
 - d. \$1,000,000 products/completed operations aggregate
- C. Comprehensive Automobile Liability Insurance. Covering all owned, hired and rented vehicles and equipment, with limits of liability of not less than \$1,000,000 for injuries to, or death of one or more persons resulting from any one occurrence and property damage limit of liability of not less than \$500,000 per occurrence.

All insurance certificates will name the City as an additional insured on the policy. Said Certificate must state that coverage cannot be cancelled or materially altered without thirty (30) days written notice to the City.

6. Indemnification and Allocation of Risk

BRS agrees to indemnify, save and hold harmless the City, its commissioners, directors, officers, employees, representatives or agents against any and all demands, claims, suits, losses, costs or direct damages to the extent caused by the negligent acts, omissions or misconduct of BRS, its officers, agents, employees and subcontractors in the performance of work by BRS under this Services Agreement.

7. Term of Agreement

The term of this Agreement shall be for a one year period from the date of execution.

8. Termination

A. Termination for Default

BRS' performance and fulfillment of its obligations under this Service Agreement shall be regularly evaluated by the City. If the City in their sole discretion determines that BRS has not met its obligations hereunder, the City reserves the right to terminate this Agreement upon giving not less than ten (10) days written notice to BRS. In the event that the City exercises their right to terminate the Agreement, BRS shall be entitled to payment for all work completed in accordance with the requirements of this Agreement up to and including the effective date of termination of this Agreement. Additionally, BRS shall also be entitled to payment for all non-cancelable commitments to third parties with respect to the scheduling and performance of the work tasks under the Scope of Work. In the event of termination pursuant to this Paragraph, the City shall be without further liability to BRS under this Agreement. Except as to the payments provided herein, BRS understands and agrees that it is not entitled to any damages whatsoever in the event of termination of this Agreement.

B. Termination for Convenience

Notwithstanding the provisions of paragraph 8(a), BRS understands and agrees that City hereby reserves the right to terminate this Service Agreement at any time, for any reason whatsoever, upon giving not less than twenty (20) days written notice to. In the event that the City exercises their right to terminate the Agreement, the City shall be without further liability to BRS under this Agreement. BRS understands and agrees that it is not entitled to any damages whatsoever in the event of termination of this Agreement. Notwithstanding the foregoing, in the event that the City exercises its right to terminate the

Agreement pursuant to this Paragraph, BRS shall be entitled to payment for all work completed in accordance with the requirements of this Agreement up to and including the effective date of the termination. Additionally, BRS shall also be entitled to payment for all non-cancelable commitments to third parties with respect to the scheduling and performance of work tasks under the Scope of Services.

9. The Service Agreement

This Service Agreement, and all other documents referred to herein and/or attached hereto, constitute the entire Agreement of the Parties on the subject matter hereof and supersede any and all prior representations, understandings, and agreements between the Parties with respect to such subject matter. The documents referred to herein and attached hereto shall be read together with this agreement to determine the Parties intent. If there is a conflict between and among such documents, this Agreement shall be the final expression of the Parties' intent. Any Amendment to this agreement must be in writing and signed by both parties or it is void.

10. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date abovementioned:

ATTEST: _____

BY: _____
Donna M. Vieiro, City Manager
City of Asbury Park, New Jersey

WITNESS: _____

BY: _____
Michele Christina, President
BRS

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)

ATTACHMENT A

Brownfield Redevelopment Solutions, Inc.

Proposal City of Asbury Park Environmental Services for EPA Brownfield Grant
dated December 1, 2016

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)

ATTACHMENT B

City of Asbury Park - Resolution 2020-XX

A Resolution For U.S. Environmental Protection Agency Brownfields Community-Wide
Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment
Grant Services

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)



LETTER OF INTEREST

December 1, 2016

Mr. Michael Capabianco
City Manager
City of Asbury Park
City Hall (2nd Floor)
One Municipal Plaza
Asbury Park, New Jersey 07712

**RE: LETTER OF INTEREST - REQUEST FOR PROPOSALS
ENVIRONMENTAL SERVICES FOR EPA BROWNFIELD GRANTS CONSULTANT SERVICES
FOR CITY OF ASBURY PARK, NEW JERSEY**

Dear Mr. Capabianco:

The undersigned as Respondent, has (have) submitted the attached proposal in response to a Request for Proposals (RFP), issued by the City of Asbury Park (City), dated November 2, 2016, in connection with the City's need for professional environmental services.

Brownfield Redevelopment Solutions, Inc. HEREBY STATES

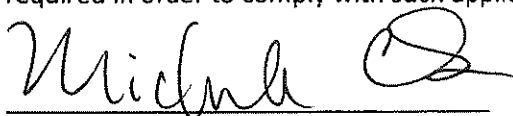
1. The Proposal and associated Qualification Statement contains accurate, factual and complete information.
2. **Brownfield Redevelopment Solutions, Inc.** agrees (agree) to participate in good faith in the procurement process as described in the RFP and to adhere to the City's procurement schedule to include our intent to enter into a contract with the City should we be selected for award as set forth in the RFP.
3. **Brownfield Redevelopment Solutions, Inc.** acknowledges (acknowledge) that all costs incurred by us in connection with the preparation and submission of the Proposal in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by Brownfield Redevelopment Solutions, Inc..
4. **Brownfield Redevelopment Solutions, Inc.** hereby declares (declare) that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered

into with respect thereto. Additional persons may subsequently be included as participating staff, but only if acceptable to the City.

5. **Brownfield Redevelopment Solutions, Inc.** declares that this Proposal is made without connection with any other person, firm or parties who has submitted a proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. **Brownfield Redevelopment Solutions, Inc.** acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to Brownfield Redevelopment Solutions, Inc. for any costs incurred with respect to the procurement activities described in this RFP.

7. **Brownfield Redevelopment Solutions, Inc.** acknowledges that any contract executed with respect to the provision of professional environmental services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.



(Signature of Chief Executive Officer)

Michele Christina, Principal
(Typed Name and Title)

Brownfield Redevelopment Solutions, Inc.
(Typed Name of Firm)

December 1, 2016
Dated

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)





**REQUEST FOR PROPOSALS
CITY OF ASBURY PARK
ENVIRONMENTAL SERVICES FOR EPA BROWNFIELD GRANT**

DECEMBER 1, 2016

BRS, Inc.
10 Acpoan Place
Manasquan, New Jersey 08736

Primary Proposal Contact:

Leah Yasenchak
Telephone: 856-964-6456
Fax: 732-782-0404

www.brsinc.com

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)

BRS'S BACKGROUND INFORMATION

Brownfield Redevelopment Solutions, Inc. (BRS) is pleased to provide a response to the City of Asbury Park's (City) Request for Proposals (RFP) referenced above. BRS' response, as presented below, is in compliance with the format requirements outlined in Section 10, Paragraph 3 (Submission Requirements) of the RFP.

A. BRS OVERVIEW AND BACKGROUND

BRS was formed in 2003 by its principals, Michele L. Christina and Leah B. Yasenchak. BRS is a privately owned company with no additional parent companies, subsidiaries or affiliates. BRS is 100% women-owned New Jersey S-Corporation (Corporation Number 0400-0241-46) licensed to conduct business in the States of New York, New Jersey, Delaware, and Pennsylvania. BRS is a nationally certified Women-owned Business Enterprise (WBE) as well as a New Jersey certified WBE and Small Business Enterprise.

The project will be managed out of our Manasquan, New Jersey location.

BRS provides a suite of highly specialized support services necessary for public sector clients to implement EPA funded brownfield programs. BRS's core service is managing and implementing EPA grant funded work. To date, we have managed almost \$30 million across more than 125 cooperative agreements for EPA Brownfield Assessment, Cleanup, and Revolving Loan Fund grants for our clients. We have an unprecedented track record of successfully managing EPA grants through to closure, and an in-depth familiarity with all EPA reporting requirements. In fact, EPA regularly comes to us to request workshops and training designed to assist grantees in implementing their programs.

BRS has teamed with JM Sorge to form the BRS Consultant Team. BRS is the prime contractor, serving as outsourced staff for the City for the programmatic management of the EPA Brownfield Community-Wide Hazardous Substances and Petroleum Assessment Grants, serving as the LSRP of record for all sites, performing the Phase I activities, conducting stakeholder outreach, and other support functions necessary for successfully implementing the grants. JM Sorge is an environmental consulting firm specializing in Phase II assessments and remediation of private and municipal brownfields, similar to those that exist in Asbury Park. Their expertise makes them the ideal subcontractor to perform the Phase II investigations for this project.

The BRS Consultant Team provides a unique coupling of public sector brownfields management services with environmental assessment and remediation technical experience. BRS's single mission has been to assist its public sector clientele with the establishment and management of viable, aggressive brownfield programs that serve as the cornerstone for strong, vibrant, and sustainable communities. Supporting our mission has been our ability to obtain, manage, and implement grants for our public sector clients. ***While many other firms provide Phase I and II assessment services, no other consulting firm focuses solely on EPA funded public sector brownfield support and redevelopment needs like BRS.***



739 Stokes Road, Units A & B, Medford, NJ 08055
PO Box 2293, Medford Lakes, NJ 08055
t (856) 964-6456 • f (732) 782-0404 • www.BRSinc.com

City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 2

B. KEY PERSONNEL INFORMATION

Below is a brief summary of BRS Consultant Team personnel anticipated to support the services associated with this RFP. Resumes can be found in **Attachment 1**.

BRS Staff

Leah Yasenchak, PhD, ACIP /PP, CEC/EDP, a principal of the firm, is a former EPA federal agency headquarters employee. Having over 25 years of experience in environmental consulting and municipal brownfield programs, Leah has extensive knowledge of EPA programs, environmental investigation and remediation, community outreach and planning, and finding creative solutions for implementing successful municipal brownfields redevelopment projects. Leah serves as an outsourced Brownfields Coordinator in many New Jersey municipalities to include the City of Trenton and the City of Plainfield. Leah has her PhD in Environmental Planning, is a New Jersey State certified Professional Planner, and has her ACIP. As the Principal In Charge, Leah will be the primary point of contact, overseeing all consultant activities.

Beth Henriques, will be serving as the grant manager for the project. Having over 30 years' experience securing and managing grant funding for non-profit and public sector entities, Beth has a depth of knowledge with managing millions of dollars of federal, state, and local funding. Beth will be handling all programmatic elements of the project to include grant reporting, grant management, regulatory liaison, and other support functions. Beth has her undergraduate from Cornell University and her Masters from Columbia University.

Katie-Rose Imbriano, ACIP will serve as the community outreach coordinator and planner for the project. A former planner with the City of Baltimore, MD, Katie-Rose works with municipal clients on land use and community planning, with diverse groups of stakeholders on planning initiatives such as municipal master plans, redevelopment plans, housing plans and commercial revitalization plans. She holds a Masters in City and Regional Planning from Cornell University and a Bachelors in Political Science from the University of Notre Dame.

Kevin McAllister, PG and LSRP will serve as the LSRP of record and the Assessment Project Manager. Having over 25 years of environmental assessment and remediation experience, Kevin is a New Jersey LSRP with an extensive background in conducting site characterizations, having performed countless Phase I and II assessments continuously since 1988. Kevin has his undergraduate degree in Geology from Temple University.

Charles Metzger, LSRP will serve as the LSRP of record when needed, perform Phase I work, and provide assistance supporting other assessment activities. Prior to joining BRS, Charles was an EPA Region 2 Superfund contractor, investigating sites and overseeing cleanups throughout New Jersey. He has worked on a broad range of contaminated sites for private and public sector entities, performing both Phase I and II assessments and remediation. Charles has dual Bachelor degrees in Marine Science and Environmental Studies from Stockton University (formerly Richard Stockton State College of New Jersey).



739 Stokes Road, Units A & B, Medford, NJ 08055
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City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 3

JM Sorge Staff

Peter Sorge will serve as the supporting lead for conducting the Phase II investigations for the project. As Vice President of JM Sorge, Peter has extensive experience in New Jersey managing and implementing environmental assessment efforts for a wide range of clientele from industrial facilities compliance to landfill closures to Brownfield Development Areas. Peter has his undergraduate from Boston College and his Masters in Environmental Science from NJIT.

Jim Vander Vliet will assist with the implementation of the Phase II investigations for the project. Having over 18 years of experience, Jim manages a wide variety of projects to include site investigations, remedial investigations feasibility studies, and remedial design on brownfields, landfills, and commercial projects. Jim has his undergraduate degree from Drexel University and his Masters from the Massachusetts Institute of Technology.

C. STATEMENT OF DISBARMENT / SUSPENSION

Neither BRS, nor JM Sorge, is in any way prohibited from professional practice by any federal, state, or local agency. Neither firm is disbarred, suspended, or in any way fettered so as to be unable to fully implement the scope of work associated with the RFP.

D. PROPOSAL NARRATIVE FOR SCOPE OF SERVICES

Below is a breakdown of our approach for implementing the scope of services requested in the RFP. It should be noted that the scope of work is comprised of the same tasks for the implementation of each grant.

Task 1 – Cooperative Agreement Oversight

Task Objective: The objective of Task 1 is to ensure that the two EPA cooperative agreements are implemented in accordance with the federal grant terms and conditions, and that the brownfield program overall is developed in such a way as to facilitate success. This is Asbury Park's first EPA Brownfields grant; it is an opportunity to create a strong working relationship with EPA Region 2 personnel and to establish protocols that will pave the way for additional grants and the successful redevelopment of brownfield sites.

Methodology: BRS has a tremendous amount of experience in managing USEPA Brownfield grants. As stated above, we have managed almost \$30 million across more than 125 EPA Brownfield cooperative agreements, primarily in EPA's Region 2. Thus, we have developed not only an excellent working relationship with the staff, but also a procedure for tracking all deliverables, deadlines, and expenditures. We are also very familiar with allowable costs and site eligibility requirements, and will work with Asbury Park to ensure that the funds are spent in accordance with all applicable guidelines and that all reporting requirements are strictly followed.



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City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 4

The crux of the Asbury Park EPA grant application is to link the eastern and western portions of the city through a strong transit-centric development vision. While the focus on the two grants is on the Springwood Avenue and the Main Street redevelopment areas, the grants are community wide. Thus, an early step in the data gathering process will be to establish a city-wide inventory that will serve as a planning tool for prioritizing environmental work and identifying potential sites for future grant funded work.

In our experience, petroleum inventories often require different approaches to uncovering former filling stations and automotive service centers than those steps taken to identify former industrial and vacant commercial sites and often result in two different inventory lists. BRS's efforts to identify the brownfield sites will use a variety of data sources to include recommendations from the Steering Committee, Sanborn Fire Insurance maps, tax assessor data, Redevelopment Plans, the City's Master Land Use Plan, NJDEP databases, and Google Earth. BRS will then perform a windshield survey to confirm the information gleaned in the data searches, and follow up with file reviews at DEP to ensure that the city has a complete record of all prior work that has been conducted on city sites.

Sites included in the inventory will be entered into a database and mapped on a GIS based map, which will also identify important features that could impact the prioritization of the sites, including the transit station, major roadways, parks and open space, and sensitive receptors such as schools, water bodies, senior housing, and medical facilities.

The sites identified on the inventory will then be prioritized for environmental activity. BRS will meet with the City, the Brownfield Steering Committee, and other stakeholders as appropriate to develop the metrics that make sense for Asbury Park. Commonly these would include: ownership status, threat to human health and the environment, development potential, potential for community impact, potential for consolidation with other parcels, zoning, potential reuses, etc. BRS will work with the City and Brownfield Steering Committee to score each site identified in the inventory, thus enabling a comprehensive prioritization of all sites.

BRS will meet with City staff as needed, and will provide updates on project implementation no less frequently than once per month.

Deliverables:

The deliverables for Task 1 include:

- Petroleum and Hazardous Substance inventories with associated databases and GIS maps
- Prioritization document
- Action item lists and minutes from meetings and conference calls
- Grant budget tracking spreadsheet
- EPA drawdown requests



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City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 5

- Site eligibility requests

BRS Value Added: While not included in the RFP, once a site is deemed a priority for assessment purposes, BRS will work with the EPA Region to vet site eligibility to ensure that any expenses incurred for site assessment and/ or reuse planning are fully eligible for grant reimbursement.

BRS will package invoices and expenses for EPA grant reimbursement. Such packages will first be submitted to the EPA Project Officer for review and approval. Once approved, BRS will work with the City to seek reimbursement from the federal drawdown process. As these services are NOT eligible for EPA grant reimbursement, BRS will provide these services pro bono to ensure strict adherence to federal grant requirements.

Task 2 – Community Outreach

Task Objective: The objective of Task 2 is to ensure that Asbury Park is successfully engaging its residents, business owners, developers and other stakeholders throughout the implementation of the EPA grants. This includes providing education and outreach, as needed, to effectuate site access and encourage private owners to take responsibility for environmental issues.

Methodology: It is our understanding that a Brownfield Steering Committee was established in 2006 to oversee implementation of the New Jersey designated Springwood Avenue Brownfield Development Area (BDA). While this committee hasn't met in some time, BRS will assist in reconstituting the committee, providing suggestions for additional stakeholders to be included, and serving as staff to the committee. This will include maintaining a contact list, scheduling meetings, developing agendas, distributing meeting materials and announcements, facilitating meetings, and developing meeting minutes. The frequency of the meetings is likely to vary: monthly at the beginning of the grant performance period while the program is being established, and then likely quarterly as work progresses and environmental assessments are being performed. This Steering Committee can serve the purposes and meet the requirements of both the EPA funded program as well as the BDA.

In addition to working with the Steering Committee, BRS will assist the city in reaching out to property owners of targeted priority sites, where necessary to obtain access. This will include explaining the brownfield process, the general liabilities of ownership of a contaminated site, and potential sources of funds to address the issues. If the city identifies a need for environmental outreach and education across multiple property owners, BRS will conduct a workshop to allow owners to learn about the process in a more anonymous setting than the one-on-one discussions. This workshop could also target lenders and developers, in addition to property owners.

Deliverables: The deliverable(s) for Task 2 will consist of Brownfield Steering Committee meeting agendas, draft and final meeting minutes and associated handouts. In addition, if



739 Stokes Road, Units A & B, Medford, NJ 08055
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City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 6

outreach to private landowners is required, deliverables will include a fact sheet and meeting notes. In the event that a workshop is held, deliverables will include invitations, press releases, a description for posting on websites and blogs, an agenda, a presentation, and meeting notes to include follow up activities and sign in sheets.

BRS Value Added: In addition to the performance of the community outreach tasks described in the RFP, BRS will ensure that the Steering Committee meetings satisfy the requirements for the BDA designation, and advance sites through that program simultaneously. BRS can assist with dovetailing EPA and DEP Hazardous Discharge Site Remediation Fund (HDSRF) grants to maximize the number of sites that can be addressed. In addition, BRS can assist in staging brownfield sites to ready them for EPA cleanup grants. HDSRF funds and EPA cleanup grants can serve as a match to each other, often resulting in cleanups at no cost to the municipality.

Task 3 – Phase I Assessment Activities

Task Objective: The objective of Task 3 is to collect the initial information about priority sites to determine the potential for environmental contamination.

Methodology: Based on the outcome of the inventory performed in Task 1 and the outreach performed in Task 2, BRS will work with the City and the Brownfield Steering Committee to identify a minimum of four petroleum and four hazardous substance brownfield sites for further study. BRS will submit required eligibility information to EPA, and once approved, will submit LSRP retention documentation to DEP. BRS will perform Phase I assessments at these sites, in compliance with the All Appropriate Inquiries Final Rule at 40 CFR Part 312. The ASTM “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment” (E1527-13) will be followed, to ensure compliance with the provisions of the rule.

In addition to performing Phase I efforts, a parallel Preliminary Assessment (PA) will be performed and will be overseen by a BRS New Jersey Licensed Site Remediation Professional (LSRP) in compliance with the New Jersey Technical Requirements for Site Remediation N.J.A.C 7:26E. This will allow for compliance of the State remediation requirements.

The following major components of a Phase I work will include:

- *Records Review* - Environmental records, historical use records, and prior environmental reports, if obtained during the inventory effort, will be reviewed and evaluated.
- *Site Reconnaissance* – BRS will conduct site visits to identify site conditions indicative of potential Recognized Environmental Conditions (RECs) and/ or Areas of Concern (AOC). With BRS assistance, it is assumed that the City will support the necessary arrangements to provide site access.
- *Interviews* –BRS shall make reasonable attempts to conduct interviews with past and present owners, operators, and occupants of the property, to the extent those



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City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 7

individuals are identified to us, or discovered by BRS during performance of the Phase I. The interviews may be conducted in person, by telephone, or in writing.

- *Report* - BRS will prepare a comprehensive Phase I Report that includes the information obtained during the investigation, any Recognized Environmental Concerns, and recommendations for additional assessment efforts.

Deliverables: The deliverable(s) for Task 3 will consist of a draft and final Phase I report and a separate PA report. The reports shall be provided to the City and other stakeholders as applicable, including the EPA Project Officer for review and comment. BRS will incorporate or address comments, and then prepare the final reports. Up to three hard copies and electronic versions will be prepared for the City. Additional copies can be distributed to other stakeholders, as requested.

Task 4 – Phase II Assessment Activities

Task Objective: The objective of Task 4 is to confirm the potential for recognized environmental conditions (RECs) and/or areas of concern (AOCs) and collect data to characterize the nature and extent of such contamination. This data will be provided in a report that is compliant with both the federal Phase II requirements as well as the state Site Investigation (SI) requirements.

Methodology: Those sites that were selected for assessment in Task 3 will move to additional investigation efforts in Task 4. The BRS Consultant Team will design the Phase II scope of work to comply with applicable state and national standards, principally the New Jersey Technical Requirements for Site Remediation. Sorge will be responsible for implementing the Phase II work, with direct oversight from the BRS LSRP.

Prior to conducting the Phase II, the One-Call system will be notified and requested to perform utility mark-outs on public rights of way. If needed, a private utility locator service will be retained to identify and mark-out onsite underground utilities. A site specific Quality Assurance Project Plan (QAPP) and Health and Safety Plan (HASP) will be developed as well.

The exact scope of work for each Phase II investigation will be developed upon completion of the Phase I investigation. It will be tailored to the site specific RECs/AOCs and may include the following activities: soil sampling, test pits, geophysical surveys, installation of temporary well points and of permanent monitoring wells, groundwater sampling, and laboratory analysis. Specific cost estimates for these activities will be developed and agreed upon prior to initiation of the Phase II work.

Upon completion of the Phase II, the BRS Consultant Team will review the results and draft report with the City and the EPA. Upon finalization of the report, BRS will present the information to the Brownfield Steering Committee, and facilitate a decision on whether remediation of the property is desired and feasible.



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Deliverables: The deliverable(s) for Task 4 anticipated to be developed:

- A draft and final site specific QAPP, in accordance with EPA guidance. The QAPP will be formatted in accordance with the most current template provided by EPA.
- A draft and final site-specific sampling plan/work plan.
- A site-specific HASP, prepared in accordance OSHA regulations (29 CFR 1910.120).
- A draft and final Phase II / SI Report.

BRS Value Added: While not specified in the RFP, EPA requires that the analytical data collected be subjected to a data validation process. The BRS Consultant Team will perform this process to ascertain the reliability of the data used to make additional decisions for site development.

Should the particular conditions of a site warrant an extensive investigation that is beyond the parameters of the EPA funding, BRS will provide assistance to the City to pursue supplemental funding from the State Hazardous Discharge Site Remediation Fund. This will allow the City to fully assess those sites with extensive contamination.

BRS will continue to serve as the LSRP on the projects, with partner firm JM Sorge performing the actual investigation. This provides an important advantage to the city. When firms serve as both the LSRP and the company conducting the investigation, there is a strong incentive to take an overly conservative approach to the investigation. This provides more work for the field technicians and more protection to the LSRP who relies on the data for their decisions. However, when these disciplines are conducted via different firms, the LSRP has an incentive to only require sampling that meets the requirements and ensures a level of understanding necessary to protect human health and the environment. This has the potential to reduce the time and cost of environmental investigations, thus allowing more sites to be addressed.

Task 5 – Cleanup & Reuse Planning

Task Objective: The objective of Task 5 is to tee up at least two petroleum sites and two hazardous substance sites for remediation and, ultimately, redevelopment. This step will allow for the development of a cleanup plan which can be parlayed into a grant application and a bid solicitation, as well as serve as a marketing tool to attract a developer.

Methodology: BRS has significant experience in working with municipalities to identify appropriate end uses for brownfield sites, and to marry the proposed cleanup with the proposed end use. This is critical, as the end use determines the extent of the cleanup necessary, and can have significant implications for both the costs of cleanup as well as the eligibility for cleanup funding.

BRS will work with the city and the Steering Committee to select the priority sites to move to the cleanup and reuse phase. For each selected site, BRS will review all past planning studies that include the site, and summarize the findings. Important features such as surrounding site uses,



City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 9

transportation access, current environmental conditions, current condition of any existing buildings or features, market demand, etc. will be reviewed and summarized, with potential end uses described.

BRS will meet with city representatives and Steering Committee members to discuss proposed reuses. If desired, BRS will facilitate a public meeting to discuss the proposed reuses. Once a targeted end use has been agreed upon, BRS will develop a remediation strategy and associated cost estimates that address the identified environmental conditions, consistent with the selected reuse.

Deliverables: The deliverable(s) for Task 5 will consist of draft and final reuse plans for up to four sites; draft and final remediation strategies and cost estimates for up to four sites.

BRS Value Added: BRS will develop the remediation strategies in the format required by EPA for an Alternative Brownfield Cleanup Analysis (ABCA). This will provide these sites a head start for a future EPA cleanup grant application. In addition, BRS will conduct funding research to identify possible funding sources that would be needed to advance the redevelopment of the site. This research will be tailored to the particular needs identified for the sites' reuse, infrastructure needs, remediation, etc.

Task 6 – Reporting Requirements

Task Objective: The objective of Task 6 is to comply with all cooperative agreement reporting requirements to include meeting EPA milestone reporting timeframes.

Methodology: BRS will be responsible for completing EPA reporting requirements. BRS will use template documents already approved by EPA Region 2 staff and in use for other BRS clientele for Quarterly Reports and the Final Closeout Report. For the Federal Financial Reports, MBE – WBE reports and Quality Assurance Project Plans (QAPP), BRS will use standard federal forms/templates. For the Health and Safety Plans (HASP), the BRS Consultant Team will prepare these documents with existing templates which meet OSHA standards.

With a frequency of at least once a quarter, BRS staff will enter information into EPA's ACRES system, on behalf of the City, for each site that is being assessed with the grant funds.

BRS will complete drafts for the reporting documents for City review and comment prior to finalization and submission to EPA. For the Federal Financial Reporting forms, BRS can work with City finance staff to ensure accurate information is reported regarding City expenditures for the cooperative agreements. All other reporting documents will be developed with BRS information in hand.

Deliverables: The deliverable(s) for Task 6 will consist of:

- Quarterly reports



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City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 10

- MBE-WBE reports
- Federal Financial Reports
- Population of EPA ACRES site tracking database

BRS Value Added: In addition to providing the deliverables required for compliance under the EPA grant program, BRS will also prepare the bi-annual report required for compliance with the Springwood Avenue BDA.

SCHEDULE:

Given the typical performance period for an EPA assessment grant is three years, BRS proposes the following schedule for the project.

TASK	QR1 2016	QR2 2017	QR3 2017	QR4 2017	QR5 2017	QR6 2018	QR7 2018	QR8 2018	QR9 2018	QR10 2019	QR11 2019	QR12 2019
TASK 1:												
Site Inventory												
Site Prioritization												
Site eligibility determination												
TASK 2:												
Steering Committee												
Property owner outreach												
TASK 3:												
Phase I												
TASK 4:												
Phase II												
TASK 5:												
Cleanup and Reuse Planning												
TASK 6:												
EPA Reporting												
EPA Grant Drawdowns												
EPA Grant Closeout												

E. LISTING OF SUCCESSFUL GRANT APPLICATIONS AND BDA DESIGNATIONS

BRS is an expert in putting together winning grant applications for a variety of local government's funding needs including brownfields, public works, parks and recreation / open space, planning, economic development, environmental initiatives, green infrastructure, public safety, transportation, housing, and arts and cultural initiatives. Capitalizing on the most competitive aspects of an applicant's project, BRS has made an art form of tailoring applications to meet the goals of the funders, while always keeping an eye on the ability of the future grantee to implement the project once funded. Our successes lie not only with writing winning grant proposals, but also with ensuring that they are able to be implemented.



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City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 11

Our success rate for federal and state grant applications prepared and received is approximately 80%, while our grant success rate for just the EPA Brownfields grants is 84%. BRS has obtained over \$115 million in federal, state, local, and foundation funding for our clients to include funding from the US Economic Development Administration; US Environmental Protection Agency; the US Department of Transportation; the US Department of Housing and Urban Development; state grants and numerous others.

The following provides a sampling of BRS's grant successes for EPA and DEP grants as well as for BDA designations that BRS prepared and/or is involved with management:

USEPA Grants:

Client	Amount	Notes
City of Asbury Park, NJ	\$ 400,000	2016 Assessment Grants
City of New York, NY	\$3,350,000	Multiple rounds of Assessment and RLF Grants
Camden Redevelopment Agency, NJ	\$4,949,999	Multiple rounds of Assessment, Cleanup, and RLF Grants
Jersey City Redevelopment Agency, NJ	\$4,878,090	Multiple rounds of Assessment, Cleanup, and RLF Grants
City of Newark, NJ	\$5,750,000	Multiple rounds of Assessment, Cleanup, and RLF Grants
City of Richmond, VA	\$ 400,000	2014 Assessment Grants
City of Trenton, NJ	\$6,100,000	Multiple rounds of Assessment, Cleanup, and RLF Grants
Town of Fort Edward, NY	\$ 800,000	Multiple rounds of Assessment and Cleanup Grants
Mercer County Improvement Authority, NJ	\$ 400,000	2015 Cleanup Grants
Union County, NJ	\$ 600,000	2015 Coalition Assessment Grant
City of Plainfield, NJ	\$ 1,000,000	Multiple rounds of Assessment and Cleanup Grants

NJDEP HDSRF Grants:

Client	Amount	Notes
City of Trenton	\$8,863,262	Sites funded include BDA sites such as Crescent Wire, Fisher, Pukala, Freightyards, Storcella, Scarpatti, and Magic Marker
Camden Redevelopment Agency	\$12,095,500	Sites funded include Harrison Avenue Landfill, Camden Laboratories, and ABC Barrel
Jersey City Redevelopment Agency	\$8,206,771	Sites funded include those in the Grand Jersey BDA, Berry Lane Park, and Ash Street
City of Plainfield	\$1,125,034	Sites funded include assessment and remediation of BDA sites; Arlington Avenue, Lee Place



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City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 12

NJDEP BDA Designations:

Client	BDA	Notes
City of Trenton	Assunpink Greenway BDA	BRS prepared BDA Application, manages BDA and manages projects
City of Trenton	Magic Marker BDA	BRS worked with DEP to set up pilot BDA here; manages BDA
Camden Redevelopment Agency	Waterfront South BDA	BRS prepared BDA Application. BDA has been closed out.
Camden Redevelopment Agency	North Camden BDA	BRS assists with implementation and management of BDA.
Camden Redevelopment Agency	Cramer Hill BDA	Assists with implementation and management of BDA.
Jersey City Redevelopment Agency	Grand Jersey BDA	Assists with implementation and management of BDA.
City of Newark	Lister Avenue BDA	BRS worked with the City and State to develop an amendment request and save this BDA designation
City of Plainfield	Central Business District BDA	BRS manages the implementation of the BDA
Harrison	South Waterfront BDA	JM Sorge manages this BDA
Elizabeth	E-port BDA	JM Sorge manages this BDA

F. SUMMARY OF RELEVANT EXPERIENCE

BRS provides a suite of highly specialized support services necessary for public sector clients to implement EPA funded brownfield programs. We manage more EPA Brownfield Cooperative Agreements than any other consultant in New Jersey: almost \$30 million across more than 125 cooperative agreements. We have an in-depth familiarity with all EPA reporting requirements - in fact, EPA regularly comes to us to request workshops and training to assist grantees in implementing their programs. This grant and project management expertise extends to the DEP HDSRF and BDA programs as well. BRS has written and managed millions of dollars in HDSRF funded projects, and has written and/or managed ten of the state designated BDAs.

Some of EPA Grant Management /Inventory experience is listed below:

EPA Grant Program Management

Client: New York City, New York

Funding Agency: EPA

BRS Accomplishments: The City of New York struggled to implement existing EPA grant funding. As a result, subsequent efforts to obtain additional EPA grant funding were unsuccessful. Since BRS's involvement, we have been able to assist the City with the full implementation and close out of four EPA Brownfield Assessment Grants and one EPA Brownfield Cleanup Grant. In addition, BRS prepared the EPA grant applications garnering New York City over \$2 million in additional assessment and cleanup funding.



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City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 13

BRS Services: Services **BRS** has and continues to provide for the City of New York include:

-Grant Writing	-Grant Management	-Grant Reports Preparation and Submission
-Funding Strategy Development	-Financial Tracking	-Budget Management
-Drawdown Preparation	-Funding Agency Liaison	-Site Eligibility Determination
-Revolving Loan Fund Manager	-Community Relations Plan Preparation	-Community Outreach Support
-Grant Closeout	-Analysis of Brownfield Cleanup Alternatives Document Preparation	-Decision Memo Preparation

EPA Grant Program Management

Client: City of Trenton, New Jersey

Funding Agency: EPA and NJDEP

BRS Accomplishments: **BRS** has served as outsourced project managers and brownfield program manager support for the City of Trenton since our inception in 2003. Serving as outsourced staff, **BRS** has assisted with the implementation and management of over \$6.3 million in EPA Brownfields funding on behalf of Trenton. **BRS** has prepared a variety of successful funding applications for the City of Trenton to include funding from the EPA, US Economic Development Administration, New Jersey Economic Development Agency, and NJDEP, to include HDSRF grants as well as non-point source watershed grants and Green Acres grants. All total, **BRS** has secured over \$32 million in funding to advance the City of Trenton's brownfields program. **BRS** managed the brownfield elements of projects that have been nationally recognized as Phoenix Award winners. In fact, Trenton has been awarded six Phoenix Awards, more than any other community in the country.

BRS Services: Services **BRS** has and continues to provide for the City of Trenton include:

-Grant Writing	-Grant Management	-Grant Reports Preparation and Submission
-Funding Strategy Development	-Financial Tracking	-Budget Management
-Drawdown Preparation	-Funding Agency Liaison	-Site Eligibility Determination
-Economic Development Activities	-Community Relations Plan Preparation	-Stakeholder Identification
-Community Outreach Facilitation	-Analysis of Brownfield Cleanup Alternatives Document Preparation	-Decision Memo Preparation
-Grant Closeout	-RFP Preparation	-Contractor Management
-Brownfield Site Inventory	-NJDEP Brownfield Development Area Management	-Staff to Program Advisory Committee: Better Environmental Solutions for Trenton (BEST)



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City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 14

EPA Grant Program Management

Client: City of Camden Redevelopment Agency, Camden, New Jersey

Funding Agency: EPA and NJDEP

BRS Accomplishments: **BRS** has served as outsourced project managers and brownfield program manager support since 2003 for the EPA / HDSRF grants awarded to Camden. Prior to **BRS's** involvement, Camden struggled to implement existing EPA grant funding, unable to get a workplan amendment approved. Since **BRS's** involvement, we were able to get EPA approval on a modified workplan which paved the way for full grant implementation. **BRS** has been able to assist the Camden Redevelopment Agency (CRA) with the full implementation and close out of four EPA Brownfield Assessment Grants and three EPA Brownfield Cleanup Grants. In addition, **BRS** prepared the EPA and HDSRF grant applications garnering the CRA over \$12 million in additional brownfields assessment and cleanup funding.

BRS Services: Services **BRS** has and continues to provide for the CRA include:

-Grant Writing	-Grant Management	-Grant Reports Preparation and Submission
-Funding Strategy Development	-Financial Tracking	-Budget Management
-Drawdown Preparation	-Funding Agency Liaison	-Site Eligibility Determination
-Economic Development Activities	-Community Relations Plan Preparation	-Stakeholder Identification
-Community Outreach Facilitation	-Analysis of Brownfield Cleanup Alternatives Document Preparation	-Decision Memo Preparation
-Grant Closeout	-RFP Preparation	-Contractor Management
-Brownfield Site Inventory	-NJDEP Brownfield Development Area Management Support	-Revolving Loan Fund Management

EPA Grant Program Management

Client: Jersey City Redevelopment Agency, City of Jersey City, New Jersey

Funding Agency: EPA and NJDEP

BRS Accomplishments: **BRS** has served as outsourced project managers and brownfield program manager support since 2007 for the EPA / HDSRF grants awarded to the Jersey City Redevelopment Agency (JCRA). Prior to **BRS's** involvement, Jersey City struggled to implement existing EPA grant funding on an older grant award. **BRS** has been able to assist the JCRA with the full implementation and close out of six EPA Brownfield Assessment Grants and seven EPA Brownfield Cleanup Grants. In addition, **BRS** prepared the EPA and HDSRF grant applications which garnered the JCRA over \$22 million in additional funding for planning, assessment, and cleanup activities.

BRS Services: Services **BRS** has and continues to provide for the JCRA include:



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City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 15

-Grant Writing	-Grant Management	-Grant Reports Preparation and Submission
-Funding Strategy Development	-Financial Tracking	-Budget Management
-Drawdown Preparation	-Funding Agency Liaison	-Site Eligibility Determination
-Economic Development Activities	-Community Relations Plan Preparation	-Stakeholder Identification
-Community Outreach Facilitation	-Analysis of Brownfield Cleanup Alternatives Document Preparation	-Decision Memo Preparation
-Grant Closeout	-RFP Preparation	-Contractor Management
-Brownfield Site Inventory	-NJDEP Brownfield Development Area Management Support	-Revolving Loan Fund Management

EPA Grant Program Management

Client: Hudson County, City of Jersey City, New Jersey

Funding Agency: EPA

BRS Accomplishments: **BRS** has assisted Hudson County, via a contract with the Hudson County Economic Development Corporation, in managing the Hudson County's EPA Brownfields Cleanup Revolving Loan Fund (RLF) grant. Prior to **BRS's** involvement, the grant program struggled with getting a vital workplan amendment approved by EPA. **BRS** had been able to assist with the full implementation and close out of the EPA grant; the first EPA RLF grant to be successfully closed out in all of EPA Region 2.

BRS Services: Services **BRS** had performed on behalf of Hudson County included:

-Grant Workplan Amendment	-Grant Management	-Grant Reports Preparation and Submission
-Funding Strategy Development	-Financial Tracking	-Budget Management
-Drawdown Preparation	-Funding Agency Liaison	-Site Eligibility Determination
-Borrower and Sub-grantee Eligibility Determination	-Community Relations Plan Preparation	-Analysis of Brownfield Cleanup Alternatives Document Preparation
-Decision Memo Preparation	-Davis Bacon Compliance	-Grant Closeout

The BRS team also brings great technical depth to Asbury Park. Our LSRP licensed staff has managed hundreds of sites through the New Jersey Site Remediation Program. The separation of functions between BRS as the LSRP of record and JM Sorge as the Phase II implementation consultant provides accountability and rigor to the investigative process and ensures that sites will be investigated efficiently. BRS staff have performed assessment activities at hundreds of sites. Kevin McAllister of BRS has been performing Phase I and Phase II work since 1988.



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City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 16

Likewise, JM Sorge is an experienced environmental consulting firm. With over 2,500 projects in their portfolio, Sorge has served both private and public sector entities with their NJDEP and EPA compliant assessment activities, remediation, and redevelopment support.

Some examples of specific projects depicting the BRS Consultant Team's expanse of experience with EPA grant management, site inventory, community outreach, EPA / NJDEP compliant assessment activities, reuse planning, and general brownfield support services for New Jersey local governments are presented below.

USEPA TECHNICAL ASSISTANCE FOR BROWNFIELD PROGRAM

Funded by the US Environmental Protection Agency, the Technical Assistance to Brownfield Communities Program (TAB) is a technical assistance program intended to serve as an



independent resource to communities and nonprofits attempting to cleanup and reclaim brownfields. TAB provides access to technical subject experts for brownfields to include devising strategies for redeveloping contaminated property, establishing funding mechanisms, consensus building, community outreach, evaluating environmental assessment data and proposed remediation alternatives and redevelopment. BRS has been a TAB subcontractor to the State's New Jersey Institute of Technology, the TAB service provider since 2004, performing brownfield environmental

advisory services for communities throughout USEPA Regions 1, 2, 3, and 4.

Scope of BRS Services Performed:

- Assisting with the establishment of voluntary cleanup programs in Puerto Rico and the Virgin Islands
- Reviewing and evaluating environmental assessment data generated by responsible parties and providing advice to the impacted communities
- Facilitated Interagency Working Group (IAWG) meetings whereby local municipalities "pitched" their priority projects to targeted State and Federal agencies. The objective of the IAWG meetings was to provide direct access to available resources and assistance, including financial, administrative, and/or technical guidance. The IAWG serves as a model for interagency cooperation and direct delivery of Federal and State assistance to local governments.
- Meeting facilitation to include meeting planning; preparing meeting materials, such as the provision of agendas, presentations, and visual aids; and meeting record keeping
- Development of remediation strategies commensurate with community planning initiatives and site specific reuse considerations
- Evaluation of funding mechanisms for assessment, remediation and redevelopment



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City of Asbury Park
December 1, 2016

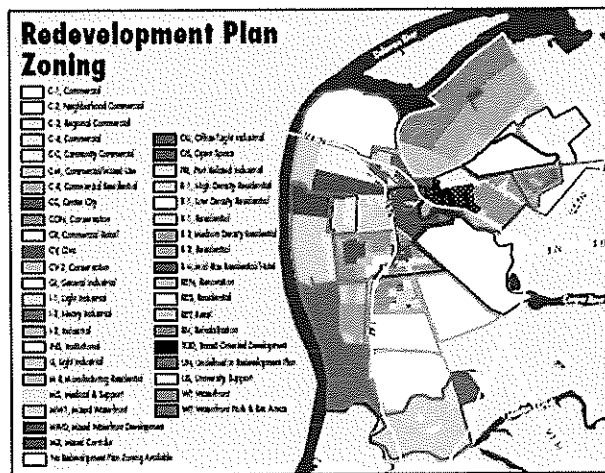
Environmental Services for EPA Brownfield Grant
Page 17

INDUSTRIAL SITE INVENTORY FOR CAMDEN, NEW JERSEY

BRS developed an Industrial Site Inventory and Analysis on behalf of the Camden Redevelopment Agency to identify areas of opportunity where the amount and intensity of industrial development in Camden could be increased. The Industrial Site Inventory effort was conducted over three phases: Inventory, Analysis, and Recommendations.

Scope of BRS Services Performed:

- Conducted extensive neighborhood field surveys to confirm existing land uses
- Collected and evaluated land use, zoning and ownership data
- Created searchable database of industrial and commercial property throughout the City
- Analyzed sites within Camden's 21 redevelopment areas using a series of GIS data layers
- Identified areas that could support new light industrial/heavy commercial development in the city
- Conducted stakeholder outreach to present the information and hold meaningful dialogue regarding the use of information



THE ASSUNPINK CREEK GREENWAY PROJECT

The Assunpink Greenway state designated Brownfield Development Area (BDA) is an expansive, 99 acre linear park project adjacent to the Assunpink Creek running through the floodplain of an impoverished section of the City of Trenton, New Jersey. The project area includes former industrial properties held by public and private owners. Transforming this large, contaminated, flood-prone area into a greenway is a long-term and ambitious task. BRS manages the entire project, including the use of over \$5 million in US Economic Development Administration and millions in US Environmental Protection Agency and State HDSRF grant funding, overseeing environmental assessment activities including the former railroad maintenance yard abutting Amtrak's Northeast Corridor line.



Scope of BRS Services Performed:

- Devising redevelopment strategies commensurate with remediation objectives
- Managing acquisition process including foreclosure, condemnation, and purchase of properties



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City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 18

- Conducting community outreach in a cooperative fashion and educating owners regarding issues
- Obtaining and coordinating aid offered by the various local, state and federal entities involved in the project including Mercer County, New Jersey Department of Environmental Protection (DEP), the US Army Corps of Engineers, the US Environmental Protection Agency (USEPA), and the US Economic Development Administration (USEDA)
- Securing more than \$13 million toward investigation, remediation and redevelopment project grants from state and federal funding sources
- Fulfilling the variety of funding reporting and draw down requirements from the myriad of funders investing in the project
- Coordinating and management of the BDA Steering Committee comprised of funders, government regulators, community groups and other stakeholders
- Preparing contractor bid specifications and/or professional services requests for proposals for identification and selection of contractors to implement work
- Coordinating and overseeing asbestos removal, demolition, and environmental assessment and remediation on multiple sites
- Working with engineers and landscape architects to plan for building and site reuse

THE ENTERPRISE AVENUE PROJECT

The Enterprise Avenue Industrial Park was comprised of a series of privately held, abandoned, industrial properties, transformed for redevelopment as a new, state-of-the-art industrial park with complimentary public open space along the Assunpink Creek in Trenton, NJ. The properties lingered, unmarketable to new users for decades due to lack of funding, complex ownership and property liability issues.



Scope of BRS Services Performed:

- Secured and managed federal, state and local funding for the project, including a portion of a \$6 million in funding from the US Economic Development Administration;
- Negotiated property donations and property sales to the City of Trenton;
- Managed liability issues associated with a third party responsible for site environmental contamination. This involved establishing separate legal and financial agreements between the City, the NJDEP, the former property owner, and the former owner of the liability;
- Provided expert testimony for establishing the redevelopment area;
- Selected and obtained a suitable landscape architect and engineering firm to design the project for the City ;
- Provided managerial oversight for the demolition contractor, architects and engineers;



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City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 19

- Managed negotiations with Conrail and adjacent landowners to facilitate the abandonment and relocation of the remaining railroad spur, enabling industrial park expansion;
- Closing out grant awards upon completion of the associated work effort;
- Conducted community outreach services; and
- Assisted in attracting competent site developers.

CATHEDRAL SOUP KITCHEN PROJECT

The Camden, NJ site once hosted a family owned and operated hardware and supply store for almost 100 years. Having been abandoned by a subsequent property owner, the site was targeted for redevelopment as the permanent location for a local, non-profit soup kitchen and



job training center. Transforming this neighborhood eyesore into a community asset has provided for many positive impacts: approximately 8,000 hot and nutritious meals are served here each month; the facilities house a culinary arts job training program; the current owner provides the municipality with \$20,000 /year of payment in lieu of taxes where previously

no tax revenue was generated at the abandoned property; and over \$4 million in private investment was leveraged.

Scope of BRS Services Performed:

- Secured over \$35,000 in state grant funds for pre-development activities;
- Served as a liaison between the redevelopment agency, the state regulatory agency and the developer;
- Provided oversight of the Camden Redevelopment Agency contractors performing the pre-development work;
- Facilitated the use of \$100,000 in HUD CDBG funding for geotechnical studies;
- Procured and facilitated the use of state funding for \$1.2 million for remediation, demolition and construction documents
- Closed out the state grant; and
- Prepared grant drawdown.



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REDNOR RAINEAR SITE

The Rednor Rainear site is a 54-acre former landfill adjacent to the John A Roebling Memorial Park in an extensive area (approximately 2,800 acres) known as the Trenton-Hamilton Marsh and located within the Abbott Farm National Historic Landmark. Mercer County had decided to acquire the site from private landowners to add to the park in the early 1990's but the process had become bogged down over complicated and protracted negotiations with the state environmental agency.



Scope of BRS Services Performed:

- Negotiated a remedial plan with multiple state agencies that satisfied all regulations and environmental concerns and provided the County an affordable path forward, meeting both landfill and site remediation requirements
- Wrote and submitted the remedial plans and permit applications for the redevelopment of the site and hired and managed contractors and environmental consultants to complete the environmental remediation.
- Successfully reduced the remedial action from a \$10 million 20 year plan that would have destroyed the existing wooded wetlands, to a 1 year remedial action costing under \$100,000 that preserved the natural beauty of the area
- Enabled an acquisition that had been stalled for two decades as a result of conflicting environmental policies

FORMER ORINOKA MILLS TEXTILE FACTORY

On behalf of the redeveloper, BRS personnel served as the Project Manager/Technical Lead for the Phase 1 assessment of this long-abandoned former textile mills complex in Philadelphia, PA. Plans for redevelopment of the property included mixed commercial/residential uses. Services provided included:

- Performed a full Phase 1 in accordance with the ASTM standard Practice and the USEPA All Appropriate Inquiry requirements;
- Identification of various Recognized Environmental Conditions; and
- Development of plan for further (Phase 2) investigation.

51ST STREET TERMINAL SITE CHARACTERIZATION

BRS personnel served as Professional Geologist/ Technical Lead for the remediation of 51st Street Terminal, a former bulk petroleum terminal, for future residential redevelopment. Petroleum contaminated groundwater drove the cleanup considerations. Services provided included:

- Management of the demolition of the former AST/UST tank farm facility;
- Responsible for communications with state regulators;
- Performed soil and groundwater investigation;



City of Asbury Park
December 1, 2016

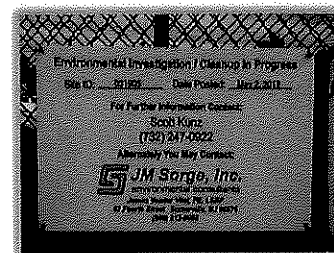
Environmental Services for EPA Brownfield Grant
Page 21

- Performed groundwater fate and transport modeling;
- Prepared the Remedial Action Plan;
- Designed and implemented remedial actions; and
- Prepared Remedial Action Report.

TOWNSHIP OF NORTH BRUNSWICK

JM Sorge was retained by the Township of North Brunswick to address outstanding environmental issues at several Department of Public Works (DPW) yards and bring the cases into compliance with the NJDEP LSRP regulations. Projects included:

- DPW yard located at Quarry Lane: NJDEP had issued a Notice of Deficiency (NOD) letter and several compliance alerts for the site. JM Sorge worked with the Township to bring the case back into NJDEP compliance. JM Sorge conducted the Phase II sampling required to address the issues raised in the NJDEP NOD. The sampling resulted in sufficient data to close the case. In October 2013, an RIR and RAR and issued a RAO to close the case.
- Former Church Lane Pumping Station: A UST had been removed from the Site, but closure documents were never submitted and the proper reporting and documentation had not been generated. JM Sorge conducted confirmatory Phase II sampling and submitted the Site Investigation (SI) and RAR in October 2013, and then issuing the RAO for the Site.
- 800 Adams Lane Site: Several tanks had been removed from the Site in the 1990s, but proper documentation and reporting had never been completed to close the case. JM Sorge conducted investigations at the Site to confirm the remediation had been conducted properly. As a result of these efforts, JM Sorge issued the RAO for the Site in June 2014.



TOWNSHIP OF HARRISON / HARRISON REDEVELOPMENT AGENCY (HRA)

JM Sorge was retained by the Town of Harrison and the HRA to complete the remedial investigation of the former Hyatt Roller Bearing facility located on Frank E. Rodgers Blvd in Harrison, part of the Harrison Waterfront BDA. The site includes a series of 10 multi-story buildings dating from the early 1900s.

JM Sorge activities included:

- Conducting the initial Site Investigation/Phase II.
- Preparing and submitting the Remedial Investigation Workplan (RIW) to further investigate the PCB contamination at the Site.
- Preparing several HDSRF applications including detailed Work Scopes and Cost Estimates to secure over \$5,000,000 of grant money for the site.



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City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 22

- Coordinating the various regulatory compliance requirements for both EPA and NJDEP.
- Preparing the Remedial Action Work plan (RAW) for the site.
- Assisting with managing the BDA.

TOWNSHIP OF TEANECK

JM Sorge was retained by the Township of Teaneck (Teaneck) to provide environmental consulting for the investigation and remediation of historic fill at the 39-acre multi-use recreational area Milton Votee Park (Votee Park). The park includes baseball and soccer fields, as well as paved walking trails, basketball and handball courts, the municipal pool, and cushioned playground areas.

JM Sorge activities included:

- Conducting the initial Site Investigation/Phase II.
- Preparing and implementing the Remedial Investigation Workplan (RIW).
- Addressing the contamination with a combination of soil excavation and disposal with institutional controls.
- Issuing and RAO for the site in May 2015.

G. CHECKLIST SUBMISSION FORM

A completed Form 1 can be found in **Attachment 2**.

H. PROPOSAL / RATE SCHEDULE / REFERENCES

A completed Form 2 containing the cost proposal for the BRS Consultant Team effort for this project can be found in **Attachment 3**.

A completed Form 3 for both BRS and JM Sorge can be found in **Attachment 4**.

I. STOCKHOLDER STATEMENT OF OWNERSHIP

A completed Form 4 for both BRS and JM Sorge can be found in **Attachment 5**.

J. STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

A completed Form 5 for both BRS and JM Sorge can be found in **Attachment 6**. In addition, a statement on letterhead regarding ethics violations for BRS is included in **Attachment 14**.

K. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

A completed Form 6 for BRS can be found in **Attachment 7**.

L. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

A completed Form 7 for BRS can be found in **Attachment 8**.

M. REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS

A completed Form 8 for BRS can be found in **Attachment 9**.



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City of Asbury Park
December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 23

N. AMERICAN WITH DISABILITIES ACT COMPLIANCE STATEMENT

A completed Form 9 for BRS can be found in **Attachment 10**.

O. NON-COLLUSION AFFIDAVIT

A completed Form 10 for BRS can be found in **Attachment 11**.

P. CERTIFICATE OF EMPLOYEE INFORMATION REPORT

A completed Form 4 for BRS can be found in **Attachment 9**.

Q. IRS FORM W-9

A completed W-9 for BRS can be found in **Attachment 12**.

R. OTHER INFORMATION

A State of New Jersey Business Registration Certificate for both BRS and JM Sorge can be found in **Attachment 15**.

A Certificate of Insurance can be found in **Attachment 13**.

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)



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ATTACHMENTS



ATTACHMENT 1

Key Personnel Resumes

Leah B. Yasenchak, PhD, PP/AICP

Principal

Dr. Yasenchak oversees publicly led redevelopment projects on through project inception to completion of regulatory approvals. As co-owner of BRS, Leah is the principal in charge of the firm's planning, economic development, outreach and grant writing services. A primary role of BRS is as outsourced staff for municipalities as they seek to implement economic development initiatives on contaminated properties. Leah is a leader in economic development, with over 16 years of experience in assisting local governments with revitalization efforts, and helping other communities plan for and implement brownfield redevelopment strategies.

Planner, various clients (2003 to present)

Dr. Yasenchak is an AICP and New Jersey State PP Certified planner. She has authored multiple land use plans, including a comprehensive environmental review of the City of Camden to develop an industrial site inventory which can be used to target industrial and commercial development in the city. This project included a through planning study which analyzed the impact of current zoning, area redevelopment plans, and the proposed zoning ordinance on the overall availability of industrial land. This project won the Northeast Economic Development Area's 2008 Project of the Year award for its potential to reshape the way Camden attracts and retains industry. Dr. Yasenchak also developed the Comprehensive Economic Development Strategy (CEDS), a requirement of the US Economic Development Administration, for the City of Trenton through an extensive community input process. This work incorporated the requirements of the Consolidated Plan, a US Department of Housing and Urban Development requirement, so that the two plans reflected the same goals and objectives. She is currently working with the City of Newark to develop a plan for positioning the city to take advantage of sustainable jobs in the environmental fields, including planning for workforce development and positioning property to attract environmentally sustainable economic development opportunities. Dr. Yasenchak has also authored Trenton's Municipal Stormwater Management Plan and Stormwater Pollution Prevention Plan, as well as the Open Space and Recreation Plans for the towns of Manasquan and Point Pleasant, New Jersey.

Years of Experience:

22

Education

B.A. – Environmental Policy, The American University, 1990

M.A. - Public Administration of Environmental Policy, The American University, 1992

M.S. – Environmental Sciences and Policy, The Johns Hopkins University, 2002

PhD – Environmental Planning, Rutgers University, May 2013

Certifications

AICP (American Institute of Certified Planners)

PP (New Jersey Licensed Professional Planner)

CEcD (Certified Economic Developer, IEDC)

EDP (Economic Development Professional, NEDA)



Redevelopment Project Manager, various clients (2003 to present)

Dr. Yasenchak manages numerous brownfield redevelopment projects associated with FEMA related repeat flooding losses, including a project to convert multiple flood-prone, brownfield sites into the Assunpink Greenway. She obtained FEMA, EDA and EPA grant funds and technical assistance to investigate and acquire the property, has secured over \$15 million toward remediation and redevelopment of the 99 acre proposed park, and has overseen the acquisition, investigation, remediation, demolition, and redevelopment of the parcels. As part of this work assignment, Dr. Yasenchak facilitates the project steering committee consisting of over two dozen representatives from various local, State and Federal regulatory agencies, business owners and residents. Another example is the \$8 million project funded by US EDA to address repeat flooding losses for industrial / heavy commercial properties by developing the Enterprise Avenue Industrial Park in Trenton, New Jersey. For this project, she obtained over \$5 million in federal grant funds to develop several abandoned brownfield sites into an industrial park, resolved difficult acquisition issues, and resolved complex liability issues. She then managed the process to conduct the demolition, streetscape improvements, environmental work, and park development from procurement, to construction oversight, to grant reimbursement.

Outsourced Coordinator for Community Revitalization, Cities of Trenton, Plainfield, and Newark, NJ (2003 to present)

Dr. Yasenchak serves the an overall Community Revitalization Coordinator for the Cities of Trenton, Plainfield, and Newark, including assisting in setting priorities, obtaining grant funds, writing requests for proposals for engineering and other contractor work, overseeing the work, and serving as liaison with the local, state and federal funders to bring the projects to completion. In this role she works extensively with developers to redevelop properties.

Community outreach / Public Involvement, various clients (2003 to present)

Dr. Yasenchak has significant experience in facilitating discussions around land use plans and redevelopment projects, including working with advisory boards, establishing and running task force groups, and leading public meetings. This includes managing the Better Environmental Solutions for Trenton (BEST) Advisory Committee, in Trenton, New Jersey. Dr. Yasenchak manages a similar ongoing stakeholder process in Plainfield, NJ. She also provided assistance in the quarterly roundtable meetings for all NY EPA Brownfield pilots and conducted brownfield redevelopment design charrettes via a contract with the New Jersey Institute of Technology's EPA TAB grant.



Beth Henriques

Grants Manager

As a consultant, Ms. Henriques has advanced high visibility, complex public-private projects for government, nonprofit, and private owners throughout the country by developing project funding strategies, conducting resource development and compliance monitoring of regulatory requirements. Her experience includes writing federal, state, local government and private foundation grants and proposals, sourcing funding opportunities, shepherding grants through to closure and serving as a liaison between the client, regulatory agencies and other redevelopment stakeholders.

Grant Manager, Department of Housing and Economic Development, City of Trenton, NJ (2016)

Ms. Henriques manages the implementation of federal and state funding in support of community revitalization projects. Activities include: preparing grant funding work plans; maintaining the grant budgets; ensuring matching funds provided from various project partners are documented; fulfilling grant financial and programmatic reporting requirements; fulfilling grant close out requirements; providing community outreach support via both print and online publications; serving as a liaison to funders. Additionally, she offers expertise working with local and state historic preservation offices on preservation funding and project approvals.

Grant Manager, The Jersey City Redevelopment Agency, Jersey City, NJ (2016)

Ms. Henriques supports Jersey City's community revitalization projects through the grants management of federal and state funding. She prepares JCRA grant funding work plans and maintains the grant budgets while ensuring matching funds provided from various project partners are documented. She conducts reporting to fulfill grant financial and programmatic requirements and grant close out requirements. Additionally, she provides community outreach support via both print and online publications; serving as a liaison to funders.

OTHER RELEVANT WORK EXPERIENCE

Grants and Project Development Consulting For 15 years with Landair, Inc. Ms. Henriques supported clients such as the Bronx Overall Economic Development Corporation, County of Westchester, County of Salt Lake, Utah and the National Capital Planning Commission, Washington D.C. She wrote grants and funding proposals for municipal clients including the City of Yonkers/St. Johns Church, Weeksville Heritage Center, Brooklyn and the Audubon Partnership for Economic Development, to name a few. For the Intrepid Museum Foundation, Ms. Henriques obtained over \$3 million in federal, state and local funding as part of a multi-phased master plan and

Years Experience:

Over 30 years

Education:

B.F.A. Cornell University,

M.S.- Historic Preservation, Columbia University

Associations:

Advisory Committee, National Trust for Historic Preservation-Chesterwood, Stockbridge, MA

Member, Madison, New Jersey Community Beekeepers

Member, Madison, New Jersey Community Garden



Beth Henriques

environmental remediation to upgrade the USS Intrepid, a National Historic Landmark. Additionally she has prepared public funding policies and procedures for federal (HUD funded) and state programs such the World Trade Center Memorial Design Competition Guidelines and for EDC's Disaster Recovery mitigation loan program.

Capital Campaign Management and Grant Writing Ms. Henriques worked with two community-focused non-profit organizations and was responsible for management and resource development functions. For the Hudson River Museum, Yonkers, NY, as Capital Campaign Manager she led the fundraising and achieved the campaign fundraising goal for the comprehensive restoration and programming of the 1876 Glenview residence, which involved grant writing and coordinating sixteen major funding sources: public and private grants, individual contributions, plus NY State tax credit program benefits. She also managed the project and budgeting. At the Queens Museum, Corona, NY, she was responsible for building organizational capacity, securing public grants and managing publicly funded capital development projects.

Capital Project Funding and Compliance Manager As City of New York, Department of Cultural Affairs, Deputy Director for Facilities, Ms. Henriques was responsible for disbursement of capital and CDBG funding to citywide development projects comprising over four million square feet of real estate and 1100 acres of special-use land for an \$80 million capital bond funding program. Ms. Henriques provided expertise in evaluating fundable projects, compliance and progress monitoring, OMB negotiations, plus portfolio budgeting and government agency reporting.

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)



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Katie-Rose Imbriano, AICP, PP Planner

Ms. Imbriano is a Planner who has worked with municipal and private clients on a variety of planning initiatives including municipal master plans, redevelopment plans, housing plans, and commercial revitalization plans. Katie-Rose has been involved with all phases of the planning process, from visioning and community outreach to adoption and implementation. Katie-Rose specializes in long-range planning, ordinance development, research, mapping, development review, board representation, stakeholder outreach, and grant management.

Planner, BRS, Inc., Medford Lakes, NJ (2015-Present)

Ms. Imbriano works with municipal clients on long-range planning activities and applications for state and federal planning grants. Current projects include the Little Egg Harbor Township and Borough of Tuckerton Sustainable Coastal Communities plan, City of Rochester Application for HUD Promise Zone designation, City of Newark Lister Avenue Brownfield Development Area (BDA) and the City of Trenton Application for EPA Brownfield clean-up grant.

Planning Consultant, J. Caldwell & Associates, Newton, NJ (2015)

Ms. Imbriano worked with private and municipal clients in northwest to New Jersey to develop comprehensive master plans, redevelopment area plans and affordable housing plans. She also performed development review for site plans, subdivisions and variance requests and provided board representation for both municipalities and private clients. In this position, Ms. Imbriano also assisted clients in grant preparation and management for state grant funding.

Planner, City of Baltimore, Baltimore, MD (2010-2015)

Ms. Imbriano served as a community planner for the northern district of Baltimore City. In this capacity, she facilitated a diverse group of stakeholders to develop numerous neighborhood and commercial corridor revitalization plans. In addition, Ms. Imbriano served on the project team overseeing the first re-write of the City's Zoning Code in 45 years, Transform Baltimore, and managed the City's I.N.S.P.I.R.E. Plan for neighborhood investment around rehabilitated school facilities. She also worked closely with the City's colleges, universities and private schools on their anchor-based community development initiatives.

Years of Experience

8

Education

M.R.P - City and Regional Planning,
Cornell University,
2010

B.A. - Political Science,
University of Notre Dame, 2007

Certifications

AICP (American Institute of Certified Planners)

PP (New Jersey Licensed Professional Planner)



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Katie-Rose Imbriano, AICP, PP

Planning Researcher, Cornell University, Ithaca, NY (2009-2010)

Ms. Imbriano worked on a research team at Cornell University that collaborated with the American Planning Association (APA) to develop a series of briefing papers on "Planning for Family-Friendly Communities." Her research focused specifically on how planners can support and promote parks, open space and recreational opportunities to meet the public health, social interaction, and childhood development needs of families.

Ms. Imbriano presented her research findings at the American Planning Association conference in 2009 and 2010.

Publications include the following:

- Imbriano, Kathleen R. 2010. "Parks, Open Space and Recreation: Expanding Lifestyle Amenities for Families." Issue Brief. Ithaca, NY: Cornell University.
- Hoover, Kathleen R. 2009. "Expanding Lifestyle Amenities for Families: Parks and Recreation." Issue brief, Linking Economic Development and Child Care Project. Ithaca, NY: Cornell University.

Workforce Development Intern, Workforce New York, Ithaca, NY (2009)

Ms. Imbriano assisted the Tompkins County Office of Workforce New York with program management and grant reporting for a green-collar youth employment program that sought to connect hard-to-place young adults with jobs in the alternative energy, waste management and agricultural sectors. In this capacity, she coordinated media coverage of the youth employment program, supervised program participants on job site visits and assisted the Director with data analysis and reporting requirements.

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Kevin McAllister, P.G. Professional Geologist, BRS

Mr. McAllister oversees environmental investigation and remediation at environmentally compromised properties and property portfolios on behalf of BRS' clients. Mr. McAllister provides technical and project management consulting from project inception through cleanup and completion of regulatory reporting and site "closure". Services provided on brownfield redevelopment projects include: identification and administration of funding sources, technical assistance and contractor oversight for environmental investigations and cleanups; community involvement and public outreach; and service as a liaison between the client, the engineering consultants and remediation contractors, various regulatory agencies, and other redevelopment stakeholders. Mr. McAllister's career experience includes Phase 1 ESAs at commercial properties nationwide; complex site characterization at CERCLA sites; and design, implementation and operations of soil and groundwater remediation systems at a wide variety of private industry sites.

Brownfield Project Manager, Plainfield, NJ (September 2008 to present)

Mr. McAllister provides technical and grant management consulting, along with BRS colleagues, to the City of Plainfield's Brownfield Program. His services include providing technical review of consultant deliverables, including Phase 1 environmental site assessment reports (ESAs), Phase 2 ESAs, Remedial Action Work Plans, etc., and providing comment and strategic direction. Mr. McAllister works with municipal officials to establish priorities, establishing the scope of work for selected sites, development of the request for cost estimates, recommendations for contract awards, oversight of the work, and approval of invoices.

Reference: April M. Stefel, Senior Planner & Brownfields Coordinator, Plainfield Planning Division, 515 Watchung Avenue, Plainfield, NJ 07060, april.stefel@plainfieldnj.gov, (908) 753-3421.

Technical Reviewer, New York City Brownfield Incentive Grant (BIG) Program (2011 to present)

Mr. McAllister provides technical review and direction for BRS' project team serving the New York City Brownfield Incentive Grant program. Mr. McAllister is responsible for reviewing all technical documents (Phase 1 ESAs, Phase 2 ESAs, RI Reports, Remedial Action Reports, and Work Plans) for completeness and regulatory compliance to justify expenditures of grant funds.

Years Experience:

With Firm:

7

Total Years:

26

Education

M.S. Coursework –
Applied Geosciences,
University of
Pennsylvania

B.A. – Geology, Temple
University

Areas of Specialization

New Jersey Site
Remediation
Regulatory
Framework

Environmental Site
Assessment –
technical and
regulatory standards

Groundwater
Contamination Fate
and Transport

Petroleum
Hydrocarbon and
LNAPL Remediation

Site Redevelopment
Strategies

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Reference: Daniel Walsh, PhD, NYC Mayor's Office of Environmental Remediation, 100 Gold Street, 2nd, New York, NY DWalsh@cityhall.nyc.gov (212) 676-0386

Brownfield Project Manager, Trenton, NJ
(September 2009 to present)

Mr. McAllister works with the City of Trenton Brownfields Director and BRS colleagues in developing remediation and redevelopment strategies for a portfolio of former industrial sites along the Assunpink Creek, all which will be remediated for public recreation use as part of the Assunpink Greenway project, a planned 99-acre linear park. Mr. McAllister's work included identification of funding needs and sources; facilitating the procurement process for engineering consultants and remediation contractors; strategizing with those vendors in planning focused, efficient project approaches and scopes to achieve completion of environmental remediation. Mr. McAllister provides technical consulting regarding remediation regulations under the New Jersey Site Remediation and Reuse Act; land use regulations, including flood hazard and stream impact conditions; and the various requirements of the State and Federal funding agencies.

Reference: JR Capasso, City of Trenton, City Hall, 319 East State Street, Trenton, NJ 08608 jcapasso@trentonnj.org (609) 989-3501

Litigation Support and Expert Witness, Newark, NJ
(2013 to 2014)

Mr. McAllister served as a technical and regulatory resource to the Urban League of Essex, in their case, on behalf of community residents, against a public utility's plan to develop an electrical switching station in a largely residential neighborhood. Mr. McAllister reviewed the historical environmental reporting for the site, and prepared and delivered public testimony to the Newark Board of Adjustment regarding the remedial actions required by the NJ Site Remediation regulations. The project teams efforts resulted in a redesign of the proposed facility, and a community benefits agreement from the utility.

Reference: Vivian Cox Fraser, Urban League of Essex County 508 Central Ave., Newark, NJ 0710, vfraser@ulec.org, (973) 624-9535.



Brownfield Project Manager, Jersey City, NJ
(September 2009 to present)

Mr. McAllister serves as a technical resource to BRS's project team providing brownfields redevelopment assistance to the Jersey City Redevelopment Agency. is responsible for managing the Brownfield Program for the City of Plainfield, including participating at quarterly stakeholder meetings, working with municipal officials to establish priorities, establishing the scope of work for selected sites, development of the request for cost estimates, recommendations for contract awards, oversight of the work, and approval of invoices.

Reference: Benjamin Delisle, Jersey City Redevelopment Agency, Director of Development, 66 York Street, 2nd Floor, Jersey City, NJ 07302, DelisleB@jcnj.org (201)761-0822.

Brownfield Project Manager, Mercer County Improvement Authority, NJ
(August 2014 to present)

Mr. McAllister provides technical and grant management consulting, as part of BRS project team providing services to the Mercer County Improvement Authority. Mr. McAllister serves as BRS' project manager on the remediation and redevelopment of a former wire manufacturing facility in Trenton. Mr. McAllister is working with the MCIA's engineering consultant to develop and implement strategies for remediation of petroleum LNAPL and other contaminants in site soil and groundwater, while considering and incorporating the special needs of the site based on its listing on the National and State Historical Registers.

Reference: Allan C. Collins, Deputy Executive Director, Mercer County Improvement Authority, 80 Hamilton Avenue, 2nd Floor, Trenton, NJ 08611, acollins@mercercounty.org, (609) 278-8100.



Charles V. Metzger, LSRP

Environmental Project Manager, BRS

As a BRS Environmental Project Manager, Charles Metzger manages all environmental aspects of redevelopment projects and environmental investigation and remediation work. A NJDEP Licensed Site Remediation Professional (LSRP) and Health and Safety professional, Charles has 16 years of experience helping USEPA, responsible parties and insurance carriers solve environmental problems.

Environmental Project Manager

Mr. Metzger has experience in managing a broad range of projects for insurance carrier and commercial clients. He has investigated and remediated sites contaminated with petroleum hydrocarbons, asbestos, polychlorinated biphenyls and chlorinated solvents. He has developed and managed remediation strategies to address soil and groundwater contamination, including excavation, chemical oxidation, soil vapor extraction, carbon filtration and air sparging. In support of this work, Mr. Metzger is proficient in using Geographic Information Systems (GIS) software to visualize and analyze environmental data.

Mr. Metzger is also experienced in conducting forensic evaluations in order to properly allocate charges between funding sources. He has provided deposition testimony and technical support in subrogation actions on behalf of clients. His responsibilities include reviewing reports, developing cost estimates for investigation and remediation, and directing and overseeing remediation contractors and auditing vendor invoices. At the federal level, Mr. Metzger has experience in ensuring compliance with RCRA, CERCLA, and DOT regulations.

Corporate Health and Safety Officer

Mr. Metzger also has experience in serving as a Health and Safety Officer. These responsibilities include oversight of site-specific Health and Safety Plan preparation and implementation; development and implementation of respiratory protection, medical monitoring and hazard communication programs; and conducting training and medical monitoring.

Property Pollution Investigation and Remediation, NJ and PA

Over 100 separate sites. Designed and conducted subsurface soil, groundwater and vapor sampling/remediation. Prepared scope of work, managed budget, coordinated site access, directed subcontractors, conducted field sampling activities, interpreted data and prepared reports and closure strategies. Relevant field work includes soil borings,

Years of Experience:

Total Years: 15

Education:

MS – Applied Geosciences, University of Pennsylvania (ongoing)

BS – Marine Science, BS – Environmental Studies, Richard Stockton College of New Jersey (2000)

Affiliations:

Licensed Site Remediation Professionals Association

Certifications:

NJDEP Licensed Site Remediation Professional (License No. 668158)

NJDEP Subsurface Evaluation & UST Closure Certifications (Certification No. 265842)



Charles V. Metzger, LSRP

monitoring well installations, UST removals, groundwater monitoring, chemical injections and remediation system installation and operations and maintenance. Management activities included client coordination, causation analysis, loss allocation, cost estimating, and regulatory agency negotiation.

Petroleum Discharge to Groundwater, Kennett Square, PA

Mr. Metzger oversaw emergency response activities following the direct discharge of fuel oil to a drinking water well. He investigated the extent of surface soil impacts and directed the subsequent remediation. He directed the installation of monitoring wells, borehole geophysics and testing. He subsequently designed and implemented a groundwater pump and treat system. Along with a Professional Geologist, he submitted an Act 2 Final Cleanup Report, which resulted in a PA DEP Release of Liability.

Litigation Support & Expert Reporting, Mount Laurel, NJ

Soil and groundwater impacts from underground storage tank releases on three adjoining properties commingled and formed a single plume. Following remedial actions, a subrogation suit was filed against a major insurance carrier and Mr. Metzger was retained by its defense counsel. Mr. Metzger reviewed remediation documents, numerous forensic reports and project invoices. Following an expert report and deposition testimony, the parties reached settlement with a significantly reduced contribution from Mr. Metzger's client.

Emergency Response, Buffalo, NY

Mr. Metzger led a response team for a reported chlorine release at a warehouse complex. Chlorine cylinders, liquid bromine, dimethyl sulfate, and hydrofluoric acid, along with over 50 unknown drums and over 500 small containers were cataloged. Thereafter, his team performed chemical field screening, bulking, and sampling during the subsequent EPA Removal Action. He maintained an electronic database of all on-site containers. Electronic data management ensured fast and accurate querying during the project; after completion it provided a detailed disposal record.

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Peter Sorge, CHMM, LSRP

Senior Manager and Vice President

Distinguishing Qualifications

Mr. Sorge is a Senior Manager and Vice President at JM Sorge, Inc. Mr. Sorge consults on assessment, investigation, remediation, and compliance issues to private and public entities throughout the Mid-Atlantic Region. He has successfully completed a wide range of projects including environmental assessments, site investigations, remedial investigations, vapor intrusion studies, environmental impact statements, landfill closure, compliance, ISRA compliance, air permitting and compliance, and remedial action activities at industrial, commercial, and residential sites. This success is due to Mr. Sorge's combination of scientific knowledge, technical expertise, and knowledge of regulatory and approval mechanics.

Mr. Sorge provides technical support and/or direction to the investigation and remediation of contaminated brownfield sites throughout the tri-state area. His approach includes integrating the site assessment and remediation with the redevelopment of the site to reduce costs and expedite closure.

Mr. Sorge's experience includes the management of soil boring programs and groundwater investigations in shallow and bedrock aquifers in accordance with NJDEP, USEPA, and NYSDEC regulations and guidelines. Activities include extensive sampling of soil, sediment, and groundwater, well installations, and direct push soil boring sampling.

Mr. Sorge has worked closely with counsel and clients to evaluate a range of public funding sources that can support the assessment, investigation, and remediation of brownfield and redevelopment projects. Following evaluation, Mr. Sorge has assisted in making successful applications and following up by implementing the work, to receive over 6 million dollars of grant funding for remediation projects.

Education

- MS – Environmental Science, New Jersey Institute of Technology (NJIT), Newark, New Jersey
- BS – Finance/Philosophy, Boston College, Chestnut Hill, Massachusetts

Certifications

- Licensed Site Remediation Professional
- Certified Hazardous Materials Manager (CHMM)
- NJDEP Environmental Air Compliance Auditor – Small Business Assistance
- Licensed by the NJDEP in Underground Storage Tank Closure and Subsurface Evaluation
- 40 Hour OSHA, HAZWOPER Training

Associations

- NJDEP Site Remediation Advisory Group, Member
- Licensed Site Remediation Professional Association, Member
- National Association of Industrial and Office Properties (NAIOP), Member
- Peapack Gladstone Environmental Commission, Member
- Peapack Gladstone Shade Tree Commission, Member
- Peapack Gladstone Green Team, Member

As a certified UST closure and subsurface investigator, Mr. Sorge directed and managed the closure and remediation of numerous UST sites including gas stations, industrial, commercial, and residential properties.

Mr. Sorge is an environmental professional as defined by the ASTM E1527-05 standard and has overseen the environmental assessment of industrial and commercial properties throughout the tri-state area. The assessments are conducted in accordance with the ASTM E1527-05 Standard Phase I Environmental Assessment Standard and/or the NJDEP Preliminary Assessment Standard N.J.A.C. 7:26E-3.1. Mr. Sorge has worked with several non-profit agencies and conducted environmental assessments of large tracts of land in preparation for conservation and preservation as open space.

Selected Brownfield Experience

The Hampshire Companies - Jersey City, New Jersey

Mr. Sorge was retained by the current site owner, The Hampshire Companies, to oversee the investigation and remediation of a former chromate chemical production facility located in Jersey City. The 16 acre site operated as a chromate chemical production facility between approximately 1924 and 1963. The former Morris Canal runs through the center of the site. The canal was decommissioned in the 1920s and filled with chromate waste. An MGP facility was operated in the northeastern portion of the site from 1886 to the mid-1930s. The site is heavily contaminated with hexavalent chromium and coal tar waste. Mr. Sorge is monitoring the cleanup on behalf of the site owner. The cleanup is being conducted by two responsible parties, PPG is responsible for the chromium contamination and PSE&G is responsible for the contamination resulting from the MGP operations. Mr. Sorge is responsible for ensuring that the cleanup is completed efficiently in accordance with the NJDEP Technical Requirements for Site Remediation and ensuring that the cleanup is completed in a manner that will allow the site can be reused for residential redevelopment following completion of the remediation.

Michael's Energy Factory - Paterson, New Jersey

A former moth ball factory in Paterson was renovated and converted to a child care center. Minimal soil and groundwater contamination is present on the site. However, p-dichlorobenzene, a component of moth balls, was present above state screening levels in the indoor air. An onsite investigation confirmed that the facility's building materials are the source of the contamination. Upon discovery, the New Jersey Department of Health required all children be removed from the facility. Mr. Sorge used carbon filtration units to remove the contamination from the indoor air. The remediation proved effective and concentrations decreased dramatically. Based on subsequent indoor air sampling results, a license to operate the childcare facility was obtained from the New Jersey Department of Health and children were allowed to return to the space. In addition, Mr. Sorge completed the investigation of soil and groundwater at the facility. Contaminated historic fill was identified. Mr. Sorge proved the historic fill was already effectively capped by the existing site improvements and the NJDEP issued a No Further Action Letter for the facility.

USA Industries, Inc. – Carlstadt, NJ

Mr. Sorge led the completion of an Industrial Site Recovery Act (ISRA) triggered Preliminary Assessment (PA) Site Investigation (SI), Remedial Investigation (RI) and Remedial Action (RA) of the former USA Industries, Inc. Site. USA Industries, Inc. operated an industrial establishment at the facility that manufactured metal radiator enclosures and parts used in above ground swimming pools. The North American Industrial Classification System (NAICS) code for the operations was 332322. The operations ceased on October 15, 2012.

Mr. Sorge completed a Preliminary Assessment of the facility that identified 13 areas of concern on the Site. Mr. Sorge conducted both a site investigation and a remedial investigation of the facility to determine if the operations had resulted in a release of contaminants to the Property and to determine the extent of contamination. Historic fill was encountered. The selected remedy for the site consisted of an institutional control (deed notice and an engineering control (cap) to eliminate exposure to the historic fill material. A Remedial Investigation (RI), Remedial Action Workplan (RAWP) and Remedial Action Report (RAR) and associated forms were submitted in March of 2013. The Report included a Remedial Action Permit Application for Soils. The NJDEP issued a Remedial Action Permit for Soils on June 14, 2013. Mr. Sorge worked in coordination with the assigned LSRP to issue a Response Action Outcome for the case on July 17, 2013.

Rotary Pen Corporation – Kenilworth, New Jersey

The Rotary Pen Corporation has manufactured pens since 1924 on three separate properties in Kenilworth, New Jersey. Mr. Sorge worked closely with counsel and principal parties during the transfer of this family business to the next generation. The transfer included divestiture of three separate properties that had been used in the manufacturing operations that dated back to 1924. Mr. Sorge guided the parcels of land through the New Jersey Voluntary Cleanup Program and ISRA process. JMS completed preliminary assessments and site investigation at each of the properties. The investigation confirmed that the properties were impacted by an up-gradient source of chlorinated solvent contamination. Based on the investigation results, the NJDEP issued a No Further Action letter for each property.

Harrison Redevelopment Agency – Harrison, New Jersey

Mr. Sorge is the project manager for a 15 million dollar remediation of a former roller bearing production facility located in Harrison, New Jersey. The complex includes 10 structures. The masonry materials that the buildings are constructed of, and soils to depths of greater than 30 feet, are heavily contaminated with PCBs. The site is under the jurisdiction of the NJDEP and USEPA because the PCB contamination and remediation is regulated under the Toxic Substances Control Act (TSCA). Site activities have included the preparation of a Self-Implementing Cleanup Plan that was approved by EPA officials and preparation of a Remedial Action Workplan (RAWP) that was approved by the NJDEP. The cleanup plan for the site includes removal and off-site disposal of heavily contaminated material and the reuse of contaminated building materials with lower concentrations as backfill for excavations on the site. Following excavation, removal and backfilling the site will be capped with an engineering control approved by the NJDEP and EPA. Following capping the site will be redeveloped with over 700 residential units.

Natirar Park – Peapack, New Jersey

Mr. Sorge was retained by Somerset County to evaluate and close out the open issues associated with former underground storage tanks at Natirar Park in Peapack, New Jersey. The Park was a 491 acre estate that was sold to Somerset County and converted into a park in 2003. The estate had many structures including barns, cottages and the main residence. Underground storage tanks were associated with all of the structures. The tanks were all removed prior to the sale; however, several open spill cases associated with the tank removals were never closed out. Mr. Sorge conducted a review of the available documentation. Following a review of the documentation Mr. Sorge developed a plan to investigate the open concerns. Soil and groundwater investigation was conducted in the open areas of concern. The investigation confirmed that no contamination remained in excess of the strictest NJDEP soil and groundwater remediation standards. In coordination with the LSRP assigned to the site, Mr. Sorge submitted appropriate documentation of the investigation and a Response Action Outcome was issued closing out the open issues on the site.

TPL Ellinwood-Boonton, New Jersey

Mr. Sorge was retained by the Trust for Public Land (TPL) to conduct a Phase I Environmental Site Assessment and Preliminary Assessment for a parcel of land (Ellinwood Property) located in Boonton Township prior to conservation of the Property. The property consisted of approximately 64 acres of undeveloped woodlands and a vacant residential dwelling. Historically, the property has been used for agricultural production. A Site Investigation was conducted to determine if contamination was present as a result of an above ground storage tank that stored oil for heating the residence or as a result of the historic agricultural operations. No impacts were identified as a result of the above ground storage tank. However, exceedances of the default Impact to Groundwater initial screening levels for lead and dieldrin were detected in several samples. Soil modeling was used to confirm that the concentrations would not reach groundwater within 100 years.

Montgomery Township – Montgomery Township, New Jersey

JMS conducted oversight of a \$2 million dollar remediation project at The North Princeton Developmental Center (NPDC), a 256-acre site in the heart of Montgomery Township. The site contained over 100 buildings, including a hospital, housing facilities, maintenance areas, a cemetery, a power plant, and a wastewater treatment facility. The project was complicated by numerous environmental issues found at the site, including former leaking underground storage tanks, dilapidated asbestos covered steam pipes, an ash landfill, and contaminated soil and groundwater. Mr. Sorge worked with the Township to identify potential funding sources for the project. Mr. Sorge prepared a Hazardous Discharge Site Remediation Funding (HDSRF) application that resulted in a grant of over one million dollars being awarded to fund the assessment, investigation and remediation activities.

James Vander Vliet, PE, LSRP

Senior Manager

Distinguishing Qualifications

Mr. Vander Vliet has over 18 years of experience in a wide-variety of remedial investigations, feasibility studies, and remedial designs at numerous environmentally impacted Sites, including abandoned industrial sites, commercial sites, and landfills with contaminant profiles ranging from sediment, surface water, soils and groundwater contamination. Mr. Vander Vliet currently serves as a Project Manager for a variety of government and private projects and has a proven track record of successfully running and completing large projects, on time and on budget. Many of the projects Mr. Vander Vliet has managed have been from project inception through community review and approval and remediation and closure.

Mr. Vander Vliet has experience in developing Phase 1/Preliminary Assessments, remedial investigation and remedial work plans and reports, contracting and managing subcontractors and vendors, managing and overseeing construction projects, interfacing with clients and regulatory agencies, interpreting field generated data, interfacing data management systems with GIS analysis and visualization systems, as well as implementing new techniques for delivering and sharing data.

Mr. Vander Vliet has managed projects ranging from UST removal and closure; groundwater screening, plume delineation, in-situ remediation and long-term monitoring; soil contamination delineation, remediation and oversight; establishment of groundwater Classification Exemption Areas (CEAs); and extensive reporting to satisfy State and Federal reporting requirements.

Mr. Vander Vliet also has experience with laboratory coordination and data management and served for several years as the manager of a Data Management Group, responsible for all laboratory audits and coordination, providing technical input for sampling and analysis plans, managing all incoming data, reduction / validation / presentation of field investigation data, and procurement and maintenance of data related software (EQuIS, ArcView, MVS).

Selected Brownfield Experience

Hinckley Marina – Mantoloking, New Jersey

Mr. Vander Vliet was the Licensed Site Remediation Professional for the remedial investigation and remediation of an inactive marina on Barnegat Bay. The scope of the project included the

Education

- MS – Transportation and Logistics, Massachusetts Institute of Technology (MIT), Cambridge, Massachusetts
- BS – Civil Engineering, Drexel University, Philadelphia, Pennsylvania

Certifications

- New Jersey Licensed Site Remediation Professional (573645)
- New Jersey Licensed Professional Engineer (GE04106100)
- New York Licensed Professional Engineer (091466)
- Licensed by the NJDEP Underground Storage Tank Closure and Subsurface Evaluation
- 40 Hour OSHA, HAZWOPER Training

other JMS team members, negotiated with NJDEP to allow site investigation and remedial action of one portion of the subdivided lot. Remediation included the identification and removal of an industrial septic tank and associated soil contamination. Mr. Vander Vliet worked closely with the project remediation contractor to develop a remedial plan that would address the septic tank removal while not impacting surrounding properties and site features. Remedial action plan is in place and removal is pending client approval.

Private Auto Repair / Car Rental – Hackensack, New Jersey

Assumed the responsibilities as LSRP for this case with several areas of concern still outstanding. The site has AOCs associated with residual soil contamination from previous UST removals, hydraulic lifts, and ongoing groundwater contamination. Remediation of the site included removal of two hydraulic lifts and impacted soil; operation of a soil vapor extraction system; and establishment of long term institutional controls. A remedial action permit has been approved for monitored natural attenuation of groundwater and a CEA. A limited restricted RAO has been issued for the Site.

Commercial Retail Facility - Bernardsville, New Jersey

As LSRP, worked with project manager to assess existing data and groundwater levels on site. Oversight as LSRP required an assessment of soils contamination that must be left in place due to existing building structures, an assessment of groundwater monitoring data and a decreasing groundwater trend to support a CEA, and an assessment of vapor intrusion potential with sampling. The site is currently undergoing long term monitoring, and a conditional RAO has been issued with a remedial action permit in place to monitor the monitored natural attenuation remedy and CEA.

Boro Auto Salvage – South Plainfield, New Jersey

As Project Manager, led remedial investigation, remedial design and construction management oversight to address contamination caused at an auto salvage yard. Remedial investigation included delineation of soil contamination, well installation, packer sampling and geophysics (heat pulse and downhole imaging), groundwater sampling, and wetlands delineation. From the soil delineation results, remedial design consisted of soil excavation plans to reach NJDEP Non-Residential Soil Remediation Standards, soil management and erosion control, permitting and site restoration design (grading, landscaping, wetlands restoration). Construction management consisted of oversight during excavation and removal activities and post-excavation soil sampling. Final remedy for the site for groundwater contamination included long-term groundwater monitoring and the establishment of a CEA.

Commercial Retail Space - Elizabeth, New Jersey

As Project Manager, led the closure of a 550 gallon heating oil tank to support the sale of a retail store front. Mr. Vander Vliet provided coordination with contractor prior to conducting field work and provided field oversight during closure activities. During the planned excavation of the tank, it was discovered that the tank was under the building footings. With the approval of the City building inspector, the tank was abandoned in place. Samples were collected through the bottom of the tank. The tank was closed and all appropriate permits and documentation was provided with the closure report.

Trenton Fibre Drum – Lawrenceville, New Jersey

As Project Manager, led remedial design, construction management and long-term groundwater monitoring. Scope of work for remedial design consisted of soil excavation and removal and in-situ groundwater treatment. Soil remediation included soil delineation, design of excavation cut and fill limits/quantities, and preparation of soil erosion and sediment control plans. Groundwater remediation consisted of groundwater delineation, development of an ongoing monitoring well network, and design of a hydrogen releasing compound (HRC) injection remediation program. Construction management was a joint effort with client and consisted of remediation oversight, post-excavation sampling, documentation of "as-built" soil removal areas, and post-remediation monitoring well assessments. Ongoing monitoring consists of the development and implementation of a two year natural attenuation monitoring program and establishment of a CEA.

Pineland Village – Eldora, New Jersey

As Project Manager, led the investigation of a petroleum groundwater plume. Deliverables included a background information report, a sampling and analysis plan, subcontractor bidder documents, and interim results reports. Field activities included oversight of the removal of five underground storage tanks, delineation of soil contamination source areas; groundwater screening, monitoring well installation, potable well sampling, indoor air sampling and groundwater sampling. Responsibilities included the preparation of all deliverables, coordinated field activities, analyzed field data and prepared results reports. Field activities resulted in removal of contaminated soils (i.e., residual source) and delineation of the groundwater plume of the groundwater. Project is in monitoring and a CEA is being developed.

398 Olden Avenue – Trenton, New Jersey

As Project Manager, responsible for developing Decision Document and Application for groundwater Classification Exemption Area (CEA). Activities included remedial action selection process for groundwater plume, remedial action conceptual design (in-situ injection technology), remedial cost analysis and formalization of the chosen action. CEA development was to support groundwater remediation selection via institutional controls.

Param Petroleum – Burlington City, New Jersey

As Project Manager, implemented the remedial investigation of a petroleum groundwater plume. Tasks included coordination of field activities, data analysis and report preparation. Field activities included groundwater screening, soil, sediment, surface water sampling, and groundwater sampling. Upon preparation and approval of the final Remedial Investigation report, develop a remedial action selection report. Five alternatives were assessed, the selected remedy was in-situ groundwater treatment. Provided support for community relations and during the preparation of the Decision Document.



ATTACHMENT 2

Checklist Submission Form

CITY OF ASBURY PARK
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant
Issue Date: November 2, 2016
Due Date: December 2, 2016



City of Asbury Park, New Jersey

Request for Qualifications
Environmental Services for EPA Brownfield Grant

CHECKLIST – RETURN CHECKLIST WITH YOUR SUBMISSION
FORM 1

CONSULTANT: Brownfield Redevelopment Solutions, Inc.

	Respondent Initials
1. Checklist Submission Form (This Form)	<u>me</u>
2. Letter of Interest.....	<u>me</u>
3. Background Information Regarding the Consultant and Proposal.....	<u>me</u>
4. Proposal Form (Form 1 attached).....	<u>me</u>
5. Reference Form (Form 2 attached).....	<u>me</u>
6. Non-Collusion Affidavit (Form 3 attached)*.....	<u>me</u>
7. Stockholder Statement of Ownership (Form 4 attached)*.....	<u>me</u>
8. State of New Jersey Debarred List Affidavit (Form 5 attached)*.....	<u>me</u>
9. Acknowledgment of Receipt of Addenda (Form 6 attached) *.....	<u>me</u>
10. State of N.J. Business Registration Certificate (Sample 1 attached)*.....	<u>me</u>

*** Failure to submit these documents is cause for the proposal to be rejected.**

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)



ATTACHMENT 3

Proposal/Rate Schedule Form



CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant

Form 2

City of Asbury Park, New Jersey

Request for Qualifications
Environmental Services for EPA Brownfield Grant
PROPOSAL/RATE SCHEDULE FORM

The following pricing components relate to the Scope of Work referenced in Section 2 of this RFP. *Review that section closely before providing detailed pricing for each of the following. Narrative responses to the RFP should be provided separately.*

Item	# of Hours	Hourly Rate	Fixed Price (F) or Estimate (E)?	Total One-time Cost	Annual Costs
Task 1 Cooperative Agreement Oversight					
Inventory	Various	Various	E-One Time	\$ 5,700	-
Annual Grant Management			E-Ongoing	-	\$ 2,200
Task 2 Community Outreach					
Brownfield Workshop	Various	Various	E-One Time	\$ 5,500	-
Annual Steering Committee Efforts			E-Ongoing	-	\$ 3,000
Task 3 Phase I Assessment					
			E-Four Sites/ grant	\$ 32,000	-
			E- 8 sites @\$4,000/site		
Task 4 Phase II Assessments					
			E-Four Sites/ grant	\$ 108,000	-
			E- 8 sites @\$13,500/site		
Task 5 Cleanup and Reuse Planning					
			E-Two Sites/ grant	\$ 22,000	
			E- 4 sites @\$5,500/site		
Task 6 Reporting Requirements					
			E-Ongoing	-	\$ 5,300
				\$ 173,200	\$ 10,500

Brownfield Redevelopment Solutions, Inc.

Michele Christina

Name of Consultant

Authorized Representative (Print)

Principal

Title of Authorized Representative

Signature of Authorized Representative

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)

- a. Provide additional details below regarding the above pricing components.

Assuming the typical three year performance period for an EPA assessment grant, the following provides an estimated cost breakdown per year per task for the BRS budget. This includes implementation of both the Hazardous Substances Grant and the Petroleum Grant. Activities will be billed on a time and materials basis.

Task	Year One	Year Two	Year Three	Total Costs
Task 1 Cooperative Agreement Oversight				
Inventory	\$ 5,700	\$ -	\$ -	\$ 5,700
Annual Grant Management	\$ 2,200	\$ 2,200	\$ 2,200	\$ 6,600
Task 2 Community Outreach				
Brownfield Workshop	\$ 5,500	\$ -	\$ -	\$ 5,500
Annual Steering Committee Efforts	\$ 3,000	\$ 3,000	\$ 3,000	\$ 9,000
Task 3 Phase I Assessment	\$ 24,000	\$ 8,000	\$ -	\$ 32,000
Task 4 Phase II Assessments	\$ 27,000	\$ 67,500	\$ 13,500	\$ 108,000
Task 5 Cleanup and Reuse Planning	\$ -	\$ 5,500	\$ 16,500	\$ 22,000
Task 6 Reporting Requirements	\$ 5,300	\$ 5,300	\$ 5,300	\$ 15,900
	\$ 72,700	\$ 81,500	\$ 40,500	\$ 204,700

- b. Exceptions to this proposal must be noted and described separately.

Costs associated with NJDEP fees associated with LSRP filings and permits can be provided. The costs provided for the Assessment work are estimates. Site specific costs will be developed once the sites and associated AOCs and RECs have been identified.

BRS will not charge a subcontractor markup for JM Sorge's efforts. Any other subcontractor may be subject to a 12% mark up. BRS's rates include routine copying, telephone, and shipping. Other direct expenses will be invoiced without markup.

BRS Hourly Rate Schedule Follows:

Position	Hourly Rate
Principal	\$ 140
LSRP	\$ 140
Professional Engineer	\$ 125
Professional Geologist	\$ 120
Landscape Architect	\$ 120
Professional Planner	\$ 105
Grant Manager	\$ 95
Assistant Project Manager	\$ 85
Grant Specialist	\$ 70
Support Staff	No Charge

JM Sorge Hourly Rate and Phase II Expenses Schedule Follows:



57 Fourth Street, Somerville, NJ 08876-3235
 (908) 218-0066 • Fax (908) 218-9185
 www.jmsorge.com

PROFESSIONAL SERVICE RATE SCHEDULE

2016

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$200
Director	\$190
Senior Manager / LSRP	\$180
Project Manager	\$150
Project Engineer/Scientist	\$120
Engineer/Scientist	\$110
Environmental Technician	\$85
Technical Coordinator	\$85
Clerical Support	\$45

Notes

1. Invoices will be issued monthly and are payable within 30 days.
2. Project related expenses (i.e. subcontractors, sampling equipment and materials, travel, permits/fees, special printing, overnight delivery, etc.) will be billed at 1.15 times cost.
3. A field mobilization fee of \$125/day/person will be charged for site visits to cover transportation expense and miscellaneous equipment and supplies (that may include disposable PPE, disposable sampling equipment, camera, decon equipment, hand tools, etc.)
4. Field equipment owned by JMS is billed at competitive market-equivalent rates for daily or weekly rental.
5. Hourly billing rates include travel time when job related.
6. A 40% surcharge is applied for Expert Testimony and Expert Legal Support Services.
7. Rates are subject to change.



U.S. Environmental Rental Corporation

5C South Gold Dr.

Hamilton, NJ 08691

usenvironmental.com

Phone: (609) 570-8555

Fax: (609) 570-8556

This guide has been prepared exclusively for:

JM Sorge

Your U.S. Environmental Sales representative is:

Steve Ochs

sochs@usenvironmental.com

This guide includes commonly used equipment and supplies. It is for reference only. Pricing and availability are subject to change without prior notice. If you need further assistance with any of your equipment or supplies needs, please call us. Our knowledgeable associates are ready to help.

Air Quality

PIDs	1-Day	3-Day	Week	Month
MiniRAE 2000	52.5	105	140	490
MiniRAE 3000	52.5	105	140	490
Ion Science Tiger	52.5	105	140	490
ppbRAE 3000	70	140	210	630

FIDs

MicroFID	63	126	189	560
Thermo TVA 1000B	87.5	175	245	770

Gas Monitors

MultiRAE +	52.5	105	140	490
MX6 iBrid	52.5	105	140	490
QRAE II	35	70	105	315
MX4 iQuad	35	70	105	315
AreaRAE	70	140	210	630
Jerome 431X	70	140	210	630
Dielectric MGD-2002	70	140	210	630

Landfill Gas Monitors

Gas Clam	175	350	525	1575
GEM-2000	70	140	210	630

Dust Monitors

pDR-1000	42	84	126	350
pDR-1200	70	140	210	630
TSI Dusttrak II	70	140	210	630
w/ enclosure & tripod	14	28	42	126

IAQ Monitors

TSI Q-Trak	35	70	105	315
AQ-5000	70	140	210	630

Anemometers

TSI 9535	21	42	63	189
TSI 9555	28	56	84	252

Air Sampling

	1-Day	3-Day	Week	Month
SKC 224	17.5	35	52.5	157.5
BIOS Calibrators	17.5	35	52.5	157.5

Weather

Davis Vantage Pro2	31.5	63	94.5	280
--------------------	------	----	------	-----

Air Calibration Supplies

17L Isobutylene	30.00	Isobutylene is provided in two concentrations: 100ppm or 10ppm.	
34L Isobutylene	45.00		
100L Isobutylene	90.00		
29L 4-Gas Mixture	130.00		
58L 4-Gas Mixture	200.00	4-Gas mixture is provided in various concentrations of: H ₂ S CO %LEL O ₂ .	
Tedlar Bags	15		
Regulators	150	Tedlar Bags and regulators are complimentary with your rental	
Zeroing Filter	63		

Consumable Items / Supplies

Item	Each	Case	Tubing	Bailers	Each	Case
Nitrile Gloves, Box	9.95	99.00	1/4" OD Polyethylene	11.00 100'	.75" x 36" Polyethylene	6.00 90.00
.45 Micron Filters	13.00	625.00	1/4" OD Teflon	90.00 100'	1.6" x 36" Polyethylene	6.00 90.00
Alconox-4 lb. box	31.00		1/2" OD Polyethylene	22.00 100'	3" x 36" Polyethylene	12.00 95.00
2" Well Plugs	15.00		5/8" OD Polyethylene	22.00 100'	.75" x 36" Teflon	16.60 190.00
Orange Field Books	7.00		3/8" OD Silicone	1.85 per foot	1.6" x 36" Teflon	16.60 190.00

Water Quality

Peristaltic Pumps	1-Day	3-Day	Week	Month
Geotech Model II	17.5	35	52.5	157.5
Spectra Pump	17.5	35	52.5	157.5

Submersible Pumps

Grundfos 2"	70	140	210	630
Converter	35	52.5	87.5	262.5
Waterra HydroLift II	70	140	210	630
QED Sample Pro	35	70	105	315
MP10 Controller	35	70	105	315
MP15 Controller	52.5	105	157.5	472.5
MP50 Compressor/Controller	52.5	105	157.5	472.5
3020 Compressor	17.5	35	52.5	157.5

MultiParameter Sondes

YSI 600XI (pH ORP Cond Temp DI)	87.5	140	192.5	630
YSI 6820 (+ turbidity)	105	175	280	840
In-Situ smartTroll	87.5	140	192.5	630
Horiba U-52 (all parameters)	70	140	210	630

Cal solutions are provided complimentary with your rental.

Other WQ Meters

YSI 550A (DO, Temp)	17.5	35	52.5	157.5
YSI 63 (pH, Cond, Sal, Temp)	35	70	105	315
HACH DR-890	17.5	35	52.5	157.5
Lamotte 2020we	17.5	35	52.5	157.5

Pressure Transducers

Level Troll 700	52.5	105	140	420
Rugged Reader	52.5	105	140	420

Depth-to-Water / Interface

Solinst 101	14	28	42	126
Heron Dipper-T	14	28	42	126
Solinst 122 Oil/Water	35	70	105	315
Heron H.O1L	35	70	105	315

Project Support

Generators	35	70	105	315
Laser Levels	52.5	105	157.5	472.5
Auto Levels	28	56	84	252
Trimble Geo XT or XH	140	280	420	1260
Scales	21	42	63	189
Metal Detectors	21	42	63	189

Soil

Delta XRF Analyzer	500	1000	1500	4500
Macho Vapor Probe System	140	280	420	1260
PetroFLAG Test Kit	28	56	84	252
Hammer Drill	52.5	105	157.5	472.5
Hand Augers	14	28	42	126
Hollow Stem Auger	140	280	420	1260
Dredges	14	28	42	126
Sludge Sampler	35	70	105	315

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)

		Accutest Price 2 Week TAT		Accutest Price 5 Day TAT	
		Aqueous	Soil	Aqueous	Soil
Volatiles					
TCL Volatiles w/ Xylenes		\$80.00	\$80.00	\$85.00	\$85.00
TCL Volatiles + 15 w/ Xylenes		\$85.00	\$85.00	\$90.00	\$90.00
Add SIM to any VOC above					
BNs					
TCL BN		\$140.00	\$140.00	\$155.00	\$155.00
TCL BN + Acid Extractables		\$180.00	\$180.00	\$180.00	\$180.00
TCL BN + Acid Extractables + 20		NA	NA	\$190.00	\$190.00
TCL BN + 10		NA	NA	NA	NA
TCL BN + 15		\$150.00	\$150.00	\$165.00	\$165.00
Add SIM to any BN above		\$80.00	\$80.00	\$100.00	NA
TCL Pesticides & PCBs		NA	NA	\$135.00	NA
TCL Pesticides		\$90.00	\$95.00	\$95.00	\$100.00
PCBs		\$54.00	\$58.50	\$60.00	\$65.00
OQA-QAM-025		\$85.00	\$85.00	\$85.00	\$85.00
DRO		\$49.50	\$49.50	\$55.00	\$55.00
EPH Category 1		\$54.00	\$54.00	\$60.00	\$60.00
EPH Category 2 (Full Frac From Start)		NA	\$117.00	NA	\$130.00
Screening Step EPH		NA	\$58.50	NA	\$65.00
Frac after screening step		NA	\$65.00	\$110.00	\$110.00
Naph & 2-Methylnaph		\$90.00	\$90.00	\$100.00	\$100.00
SPLP-2-methylnaphthalene		\$22.50	\$27.00	\$25.00	\$30.00
Metals					
8 RCRA Metals		\$76.50	\$81.00	\$85.00	\$90.00
PPL Metals		\$81.00	\$85.50	\$90.00	\$95.00
TAL Metals		\$99.00	\$99.00	\$110.00	\$110.00
Mercury		\$27.00	\$27.00	\$30.00	\$30.00
Metals by ICP		\$10.80	\$10.80	\$12.00	\$12.00
Hex Chromium		\$30.00	\$95.00	\$36.00	\$115.00
Waste Classification					
Full TCLP		\$513.00	\$513.00	\$570.00	\$570.00
Other					
Full TCL/TAL +30		\$560.00	\$565.00		\$600.00
Full TCL/TAL + 30 w/NJGW SIM		\$650.00	\$650.00	\$665.00	
Air		Air		Air	
TO-15		\$162.00	NA	\$180.00	NA
Canister Rental		\$50.00		\$50.00	
Flow Controller					
Potable Water (PwTA)		Potable Water		Potable Water	
PwTA Analyses		NA		\$1270+fee	
Lab Sampler		NA		\$140	
VOC Drinking Water (Method 524.2)		\$90.00		\$100.00	



ATTACHMENT 4

References Form



**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**

November 29, 2016

Date

Form 3

City of Asbury Park, New Jersey

**Request for Qualifications
Environmental Services for EPA Brownfield Grant**

REFERENCE FORM

Consultant Name: (Please Print)

Brownfield Redevelopment Solutions, Inc.

The consultant shall list references with needs similar to the City of Asbury Park for whom the consultant has provided comparable services. Please include name, address, telephone number, year(s) employed by referenced consultants, contact person, and type of work your performed for that entity.

1. Company Name/Municipality: City of Trenton

Address: Department of Housing & Economic Development, 319 East State St, Trenton, NJ 08608

Contact Person: J. R. Capasso

Phone: 609-989-3509

Type of Work: EPA Grant Management; NJDBA Management; Site Inventory; Environmental Assessment work & Support.

Date of Completion: Ongoing

2. Company Name/Municipality: City of Plainfield

Address: Plainfield Planning Division, City Hall, Room 202, 515 Watchung Ave, Plainfield, NJ 07060

Contact Person: April Stefel, LLA

Phone: 908-753-3421

Type of Work: EPA Grant Management; NJDBA Management; Site Inventory; Environmental Assessment work & Support.

Date of Completion: Ongoing

3. Company Name/Municipality: Camden Redevelopment Agency

Address: City Hall, Suite 1300, P.O. Box 95120, Camden, NJ 08101

Contact Person: James Harveson

Phone: 856-757-7600

Type of Work: EPA Grant Management; NJDBA Management; Site Inventory; Environmental Assessment work & Support.

Date of Completion: Ongoing

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)

CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant



Form 3

City of Asbury Park, New Jersey

Request for Qualifications
Environmental Services for EPA Brownfield Grant

REFERENCE FORM

Consultant Name: (Please Print)

JM Sorge, Inc.

The consultant shall list references with needs similar to the City of Asbury Park for whom the consultant has provided comparable services. Please include name, address, telephone number, year(s) employed by referenced consultants, contact person, and type of work your performed for that entity.

1. Company Name/Municipality: Township of North Brunswick

Address: 710 Hermann Rd, North Brunswick, NJ 08902
 Contact Person: Scott Kunz, Dept of Engineering, Project Manager
 Phone: 732-247-0922 X 440
 Type of Work: Site Assessments & UST Closures at DPW yards
 Date of Completion: June 2014

2. Company Name/Municipality: Somerset County

Address: Dept. of Engineering, 20 Grove St, Somerville, NJ 08876
 Contact Person: Adam Slutsky, Assistant County Engineer
 Phone: 908-231-7696
 Type of Work: Site Assessments & USR closures on multiple sites
 Date of Completion: Ongoing

3. Company Name/Municipality: Township of Teaneck

Address: Milton Votee Park
 Contact Person: William Broughton, Township Manager
 Phone: 201-837-1600 X 1001
 Type of Work: Site Assessment, Investigation and Remediation
 Date of Completion: May 2015

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)



ATTACHMENT 5

Stockholder Statement of Ownership Form

CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant



Form 4

City of Asbury Park, New Jersey

Request for Qualifications
Environmental Services for EPA Brownfield Grant
STOCKHOLDER STATEMENT OF OWNERSHIP

I certify that the list below contains the names and home addresses of all persons holding ten percent (10%) or more interest in the undersigned partnership or corporation, as well as the names and home addresses of all persons who own an interest in any entity which owns ten percent (10%) or more of said partnership or corporation.

Brownfield Redevelopment Solutions, Inc.
 Name of Corporation or Partnership

Witness and Corporate Seal

Michele Christina, Principal
 By: Name/Title

Shareholders or Partners:Name: Michele ChristinaAddress: 116 Nokomis Trail, Medford Lakes, NJ 08055Name: Leah YasenchakAddress: 10 Acpoan Place, Manasquan, NJ 08736

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**

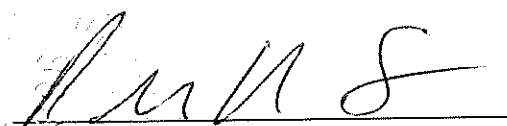


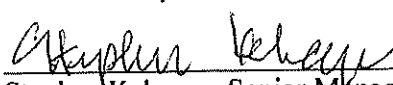
Form 4

City of Asbury Park, New Jersey

**Request for Qualifications
Environmental Services for EPA Brownfield Grant
STOCKHOLDER STATEMENT OF OWNERSHIP**

I certify that the list below contains the names and home addresses of all persons holding ten percent (10%) or more interest in the undersigned partnership or corporation, as well as the names and home addresses of all persons who own an interest in any entity which owns ten percent (10%) or more of said partnership or corporation.


Witness and Corporate Seal

JM Sorge, Inc.
Name of Corporation or Partnership

By: Stephen Kehayes, Senior Manager

Shareholders or Partners:Name: Peter R. SorgeAddress: 15 Hillcrest Drive, Gladstone, NJ 07934Name: Christina AmermanAddress: 455 Stoney Brook Drive, Bridgewater, NJ 08807

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)



ATTACHMENT 6

State of New Jersey Debarred List Affidavit



**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**

Form 5

City of Asbury Park, New Jersey

**Request for Qualifications
Environmental Services for EPA Brownfield Grant
STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

STATE OF NEW JERSEY)

SS: 020677073

COUNTY OF MONMOUTH)

I, Michele Christina, of the Borough of Medford Lakes
in the County of Burlington and the State of New Jersey, of full age, being
duly sworn according to law on my oath depose and say that:

I am Principal, an officer of the firm of Brownfield Redevelopment Solutions, Inc.
the consultant making the Proposal for the above-named Project, and I hereby certify that I have
executed the said Proposal with full authority to do so; that said consultant at the time of making
this Proposal is not included on the State of New Jersey, State Treasurer's List of Debarred,
Suspended or Disqualified Bidders; and that all statements contained in said Proposal and in this
Affidavit are true and correct, and made with the full knowledge that the City of Asbury Park relies
upon the truth of the statements contained in said Proposal and in the statements contained in this
Affidavit in awarding the contract for said Project.

The undersigned further warrants that should the name of the firm making this Proposal appear on
the State Treasurer's List of Debarred, Suspended or Disqualified Bidders at any time prior to,
and/or during the life of the contract, including the Guarantee period, the City of Asbury Park shall
be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as consultant is subject to disbarment,
suspensions and/or disqualification in contracting with the State of New Jersey, if the consultant,
pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed herein, and as determined according
to applicable laws and regulations.

Brownfield Redevelopment Solutions, Inc., 739 Stokes Rd, Units A & B, Medford, NJ 08055

Name and Address of Consultant

Michele Christina, Principal

Name and Title of Affiant

Signature

Subscribed and sworn before me on
this 29th day of November, 2016.

Susan Kolich
Notary Public of New Jersey



**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**



Form 5

City of Asbury Park, New Jersey

**Request for Qualifications
Environmental Services for EPA Brownfield Grant
STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

I, Peter R. Sorge, of the Borough of Peapack-Gladstone
in the County of Somerset and the State of New Jersey, of full age, being
duly sworn according to law on my oath depose and say that:

I am President, an officer of the firm of JM Sorge, Inc.,
the consultant making the Proposal for the above-named Project, and I hereby certify that I have
executed the said Proposal with full authority to do so; that said consultant at the time of making
this Proposal is not included on the State of New Jersey, State Treasurer's List of Debarred,
Suspended or Disqualified Bidders; and that all statements contained in said Proposal and in this
Affidavit are true and correct, and made with the full knowledge that the City of Asbury Park relies
upon the truth of the statements contained in said Proposal and in the statements contained in this
Affidavit in awarding the contract for said Project.

The undersigned further warrants that should the name of the firm making this Proposal appear on
the State Treasurer's List of Debarred, Suspended or Disqualified Bidders at any time prior to,
and/or during the life of the contract, including the Guarantee period, the City of Asbury Park shall
be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as consultant is subject to disbarment,
suspensions and/or disqualification in contracting with the State of New Jersey, if the consultant,
pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed herein, and as determined according
to applicable laws and regulations.

JM Sorge, Inc.Name and Address of ConsultantPeter R. Sorge, President & Principal

Subscribed and sworn before me on
this 30 day of November, 2016

Diana Lennon
Notary Public of





ATTACHMENT 7

Acknowledgment of Receipt of Addenda



**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**

Form 6

City of Asbury Park, New Jersey

**Request for Qualifications
Environmental Services for EPA Brownfield Grant
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned consultant hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____

If no addenda were received, initial here: *me*

Acknowledged for: Brownfield Redevelopment Solutions, Inc.
(Name of Consultant)

By: *Michele Christina*
(Signature of Authorized Representative)

Name: Michele Christina
(Print or Type)

Title: Principal

FORM NOT REQUIRED IF NO ADDENDA ISSUED

Date: November 29, 2016

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)



ATTACHMENT 8

Mandatory Equal Employment Opportunity Language

**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**



Form 7

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 consultant agrees as follows:

The consultant, 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 consultant 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 consultant 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 consultant, 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 consultant will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the consultant 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 consultant 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 consultant 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,



**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment consultant which engages in direct or indirect discriminatory practices.

The consultant 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 consultant 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 consultant 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 consultant through the Division's website at www.state.nj.us/treasury/contract_compliance)

The consultant 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.**

Signed: _____

Michele Christina

Print Name: Michele Christina

Name & Address of Company:

Brownfield Redevelopment Solutions, Inc.

739 Stokes Rd, Units A & B

Medford, NJ 08055

Dated: November 29, 2016



CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment consultant which engages in direct or indirect discriminatory practices.

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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 consultant through the Division's website at www.state.nj.us/treasury/contract_compliance)

The consultant 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.**

Signed: Stephen Kehayes

Print Name: Stephen Kehayes

Name & Address of Company:

JM Sorge, Inc.
57 Fourth Street
Somerville, NJ 08876

Dated: 11/30/2016



ATTACHMENT 9

Required Evidence Affirmative Action
Regulations
Certificate of Employee Information
Report

**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**



Form 8

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

If awarded a contract, all procurement and service consultants 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 consultant shall present one of the following:

1. A letter from the U. S. Department of Labor that the consultant 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 consultantss:

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.

The undersigned consultant certifies that it 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 consultant must be rejected as non-responsible if the consultant 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 consultants having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

CONSULTANT

BY: Brownfield Redevelopment Solutions, Inc.

Michael Q

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)

**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**



Form 8

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

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1. A letter from the U. S. Department of Labor that the consultant 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 consultants:

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 consultant certifies that it 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 consultant must be rejected as non-responsible if the consultant 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 consultants having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

CONSULTANT

BY: Stephen Kehayes

Stephen Kehayes, Senior MAsnager

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 37774

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-NOV-2012 to 15-NOV-2019

BROWNFIELD REDEVELOPMENT SOLUTIONS, INC.
 P.O. BOX 107
 CAMDEN

NJ 08102



[Signature]

Andrew P. Sidamon-Eristoff
 State Treasurer

Certification
CERTIFICATE OF EMPLOYEE INFORMATION REPORT 37339

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-2012

to

15-AUG-2019

J.M. SORGE, INC.
57 FOURTH STREET
SOMERVILLE

NJ 08876



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer



ATTACHMENT 10

Americans with Disabilities Act Compliance Statement

CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant



Form 9

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

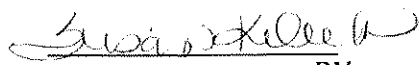
The consultant and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs 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 consultant 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 consultant shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The consultant 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 consultant 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 consultant 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 consultant 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 consultant 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 consultant pursuant to this contract will not relieve the Consultant of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the City pursuant to this paragraph.

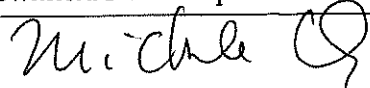
It is further agreed and understood that the consultant assumes no obligation to indemnify or save harmless the consultant, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the consultant expressly understands and 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 consultant from any liability, nor preclude the Consultant from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

WITNESS:


 BY:

CONSULTANT

Brownfield Redevelopment Solutions, Inc.



DATED: November 29, 2016

**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**



Form 9

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

The consultant 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 consultant 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 consultant shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The consultant 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 consultant 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 consultant 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 consultant 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 consultant 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 consultant pursuant to this contract will not relieve the Consultant 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 consultant 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 consultant 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 consultant from any liability, nor preclude the Consultant from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

WITNESS:

Diana Lennon
BY: Diana Lennon

CONSULTANT

Stephen Kehayes
Stephen Kehayes, Senior Manager

DATED:

11/30/16



ATTACHMENT 11

Non-Collusion Affidavit

**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**



Form 10

City of Asbury Park, New Jersey

**Request for Qualifications
Environmental Services for EPA Brownfield Grant
NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY)

SS: 020677073

COUNTY OF MONMOUTH)

I, Michele Christina, of the Municipality of Medford Lakes, in the State of New Jersey, being of full age and duly sworn according to law, on my oath state as follows:

Brownfield Redevelopment Solutions, Inc.

I am a principal of the firm of _____, the consultant submitting the proposal to redevelop the City's Comprehensive Parking Management Plan for the City of Asbury Park, and I have executed the proposal with full authority to do so. Further, the consultant has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action(s) in restraint of free, competitive bidding in connection with the above-named project. All statements contained in the proposal and in this affidavit are true and correct and made with full knowledge that the City of Asbury Park shall rely upon the truth of the statements contained in the affidavit and in said proposal in awarding the contract for said project.

Brownfield Redevelopment Solutions, Inc.

Name of Consultant

Michele Christina

Authorized Representative (Print)

Principal

Title of Authorized Representative

Signature of Authorized Representative

November 29, 2016

Date

Subscribed and sworn before me on
this 29th day of November, 2016.

Susan Kolich
Notary Public of New Jersey

My commission expires



Exhibit A

**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**



Form 10

City of Asbury Park, New Jersey

**Request for Qualifications
Environmental Services for EPA Brownfield Grant
NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

I, Peter R. Sorge, of the Municipality of Peapack-Gladstone, in the State of New Jersey, being of full age and duly sworn according to law, on my oath state as follows:

I am a principal of the firm of JM Sorge, Inc., the consultant submitting the proposal to redevelop the City's Comprehensive Parking Management Plan for the City of Asbury Park, and I have executed the proposal with full authority to do so. Further, the consultant has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action(s) in restraint of free, competitive bidding in connection with the above-named project. All statements contained in the proposal and in this affidavit are true and correct and made with full knowledge that the City of Asbury Park shall rely upon the truth of the statements contained in the affidavit and in said proposal in awarding the contract for said project.

JM Sorge, Inc.

Name of Consultant

Peter R. Sorge

Authorized Representative (Print)

Principal/President

Title of Authorized Representative

11/30/16
Date

[Signature]
Signature of Authorized Representative

Subscribed and sworn before me on
this 30 day of November, 2016

Diana Lennon
Notary Public of

My commission expires

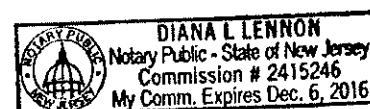


Exhibit A



ATTACHMENT 12

W-9 Form

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

Brownfield Redevelopment Solutions, Inc.

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

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.)

739 Stokes Road, Units A & B

6 City, state, and ZIP code

Medford, New Jersey 08055

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

0 2 - 0 6 7 7 0 7 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Michael CS

Date ▶

9/15/2016

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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



ATTACHMENT 13

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2016

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 Heritage Insurance Services, Inc. 826 Bustleton Pike Suite 203 Feasterville PA 19053		CONTACT NAME: Linda Johnson PHONE (A/C No. Ext): (215) 245-0390 FAX (A/C No.): (215) 245-0422 E-MAIL ADDRESS: linda.johnson@his-pa.com															
INSURED Brownfield Redevelopment Solutions Inc P.O. Box 2293 Medford Lakes NJ 08055		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Crum & Forster Specialty Ins Co</td> <td>44520</td> </tr> <tr> <td>INSURER B: Indiana Insurance Co.</td> <td>22659</td> </tr> <tr> <td>INSURER C: Peerless Insurance Company</td> <td>24198</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Crum & Forster Specialty Ins Co	44520	INSURER B: Indiana Insurance Co.	22659	INSURER C: Peerless Insurance Company	24198	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Peerless Insurance Company	24198																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 9/3/16-6/7/17

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☐ CLAIMS-MADE ☒ OCCUR		EPK-113972	9/3/2016	9/3/2017	MED EXP (Any one person) \$ 5,000
	☒ Pollution Claims Made		retro: 9/3/03			PERSONAL & ADV INJURY \$ 1,000,000
	☒ Prof-Claims Made		retro: 9/3/03			GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					\$
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS		EPK-113972	9/3/2016	9/3/2017	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS					\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		WC8291436 (NJ)	6/7/2016	6/7/2017	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation		WC8318182 (PA & CT)	6/7/2016	6/7/2017	\$1,000,000 limits

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

RE: Grant Writing Services.

CERTIFICATE HOLDER

CANCELLATION

City of Asbury Park Mr. Anthony Nuccio Director of Community Relation & Social S 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 E. M. Pokrywka/LINDA <i>Edward M. Pokrywka</i>

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ACORD 25 (2010/05)

INS025 (2010/05) 01

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Packet Pg. 141

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)



ATTACHMENT 14

Ethics Statement



November 29, 2016

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

Ethics Statement

There are no outstanding ethics violations that have been filed against Brownfield Redevelopment Solutions, Inc. and/or any individual working for Brownfield Redevelopment Solutions, Inc.

Michele Christina, Principal



ATTACHMENT 15

State of New Jersey Business Registration Certificate

1/22/2016

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: BROWNFIELD REDEVELOPMENT SOLUTIONS INC
Trade Name:
Address: PO BOX 2293
MEDFORD LAKES, NJ 08055-1415
Certificate Number: 0981900
Effective Date: April 14, 2003
Date of Issuance: January 22, 2016

For Office Use Only:

20160122122525679

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)



ATTACHMENT C

Updated Requisite Forms 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.

Brownfield Redevelopment Solutions, Inc. (Firm's Name)

By: Michele Christina (signature)
Michele Christina (print name)
Principal (title)

Dated: December 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 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.

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.

Brownfield Redevelopment Solutions, Inc. (Firm's Name)

By: Michele Christina (signature)
Michele Christina (print name)
Principal (title)

Dated: December 9, 2020

Certification 37774

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-NOV-2019** to **15-NOV-2026**

BROWNFIELD REDEVELOPMENT SOLUTIONS, INC.
739 STOKES, UNITS A & B
MEDFORD NJ 08055



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.

Brownfield Redevelopment Solutions, Inc. (Firm's Name)

By: Michele Christina (signature)
Michele Christina (print name)
Principal (title)

Dated: December 9, 2020

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)

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.

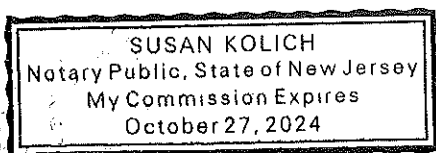
I hereby swear and affirm, under penalty of perjury, that I, my family or my firm has not made a contribution in violation of Section 2-76 of the Asbury Park City Code.

Brownfield Redevelopment Solutions, Inc. (Firm's Name)

By: Michele Christina (signature)
Michele Christina (print name)
Principal (title)

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

Susan Kolich
Notary Public



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 firm of Brownfield Redevelopment Solutions, 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
Michele Christina	116 Nokomis Trail, Medford Lakes, NJ 08055
Leah Yasenchak	10 Acpoan Place, Manasquan, NJ 08736

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: Brownfield Redevelopment Solutions, Inc.

Signed: Michele Christina Title: Principal
 Print Name: Michele Christina Date: December 9, 2020

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

Susan Kolich
 Notary Public

Michele Christina
 (Affiant)
 (Print name & title of affiant)

Michele Christina, Principal

SUSAN KOLICH
 Notary Public, State of New Jersey
 My Commission Expires
 October 27, 2024

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)

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

Quote Number: 2021 Professional Services-Brownfields Bidder/Offoror: Brownfield Redevelopment Solutions, 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.

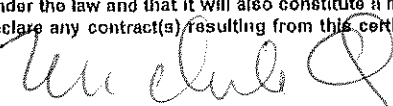
EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

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): Michele Christina

Signature: 

Title: Principal

Date: December 9, 2020

3/31/2020

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: BROWNFIELD REDEVELOPMENT SOLUTIONS INC

Trade Name:

Address: PO BOX 2293
MEDFORD LAKES, NJ 08055-1415

Certificate Number: 0981900

Effective Date: April 14, 2003

Date of Issuance: March 31, 2020

For Office Use Only:

20200331134340605

Attachment: BROWNFIELD (2021-69 : Contract with BRS for Brownfield and Petroleum EPA grants)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2020

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 Heritage Insurance Services, Inc. 826 Bustleton Pike, Suite 203 Feasterville PA 19053		CONTACT NAME: Linda Johnson PHONE (A/C, No, Ext): (215) 322-8705 FAX (A/C, No): (215) 322-5854 E-MAIL ADDRESS: linda.johnson@his-pa.com	
INSURED Brownfield Redevelopment Solutions Inc P.O. Box 2293 Medford Lakes NJ 08055		INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters @ Lloyds INSURER B: West American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15792 44393	

COVERAGES

CERTIFICATE NUMBER: 9/3/2020-6/7/2021

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 ☒ Pollution-Occurrence ☒ Prof-Claims Made retro 9/3/03 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☒ OTHER: (GL) w/written contract			ENC0000349-04	09/03/2020	09/03/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 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			ENC0000349-04	09/03/2020	09/03/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			ENX 0004955-01	09/03/2020	09/03/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	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	XWW58577579	06/07/2020	06/07/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SPECIMEN CERTIFICATE

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Form

W-9(Rev. December 2014)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Give Form to the
requester. Do not
send to the IRS.Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Brownfield Redevelopment Solutions, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see Instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) 739 Stokes Rd, Units A & B	Requester's name and address (optional)
6 City, state, and ZIP code Medford, NJ 08055	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

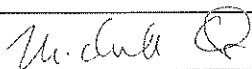
Social security number									
or									
Employer identification number									
0	2	-	0	6	7	7	0	7	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign
Here**Signature of
U.S. person ▶

Date ▶

December 9, 2020

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-70

Resolution authorizing the annual renewal of All Traffic Solutions software for the five Police speed alert signs.



RESOLUTION NO. 2021-70

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

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF ALL TRAFFIC SOLUTIONS SOFTWARE

WHEREAS, the City has a need to renew the All Traffic Solutions software for one year; and

WHEREAS, the City has obtained the attached quote:

- All Traffic Solutions in the amount of \$6,337.60 off of NJ State Contract #17-FLEET-00776

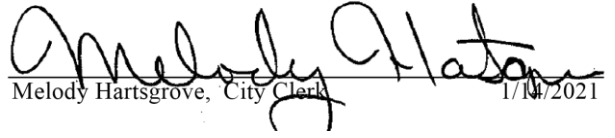
WHEREAS, the City of Asbury Park is desirous of awarding a contract for the annual renewal of All Traffic Solutions software to the vendor listed above in an amount of \$6,337.60; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-01-25-240-000-275 upon the 2021 budget adoption. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the renewal of All Traffic Solutions software in the amount of \$6,337.60 and a copy of this Resolution shall be provided to the City Manager, CFO, Chief of Police, and Director of Purchasing.

I, ANTHONY CUCCI, 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. 2021-70 which was finally adopted by the City Council at a meeting held on the 13th day of January, 2021

CERTIFIED BY ME THIS 13th DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/14/2021

ANTHONY CUCCI
CITY CLERK



All Traffic Solutions Inc.
12950 Worldgate Drive, Ste 310 Herndon, VA 20170
Phone: 814-237-9005 • Fax: 814-237-9006
Tax ID: 25-1887906
Purchase Order Address: 3100 Research Dr.
State College, PA 16801

RENEWAL INVOICE

3.G.6.a

Renewal
Number:
Q-54609

Issue Date:
1/5/2021

Account ID: 202841

For Questions please contact:

Mark Fales
(571) 339-3982,
mfales@alltrafficsolutions.com

Bill To:

City of Asbury Park
ATTN: William Reng
One Municipal Plaza
Asbury Park NJ 07712

Multi-Year Discount Options:

24 Month Renewal, Save 10%
36 Month Renewal, Save 15%

Contract: 17-FLEET-00776

Billing Contact:

Current/Prior Expiration Date: 3/1/2021 12:00:00 AM
Renewal Term: : 12 Month
Expiration after Renewal: : 3/1/2022 12:00:00 AM

Item No	Description	For Qty Devices	Annual Unit Price	Total Per Billing Interval
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	3	\$1,500.00	\$4,500.00
4000910	App, Traffic Suite (9mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	1	\$1,125.00	\$1,125.00
4000973	App, Messaging Suite (9 mo); Equip Mgmt, Image Mgmt, Alerts, Mapping and PremierCare	1	\$712.60	\$712.60

Please provide a tax-exempt certificate or sales tax will be applied if applicable.

Total: \$6,337.60

Special Notes: 3 SpeedAlert signs expire 3/1/2021
(SN: 24975112011530, 18974217052730, and 18974217052630)
1 SpeedAlert sign expires 6/1/2021 (SN: 24971217086230)
1 InstAlert sign expires 6/1/2021 (SN: 24952220020930)

The goal of this quote is to co-term all signs to 3/1/2022

Line Item #1 is a 12- month renewal for the three March SpeedAlert signs (3/1/2021-3/1/2022)
Line Item #2 is a 9-month renewal for the June SpeedAlert (6/1/2021-3/1/2022)
Line Item #3 is a 9-month renewal for the June InstAlert (6/1/2021-3/1/2022)

Renewal Options:

- **Pay From This Invoice:** Pay directly from this invoice and the services will be extended by the duration(s) indicated upon receipt.
- **Sign and Return invoice:** Sign below indicating you have initiated payment process and authorize the continuation of services. Payment must be received within 30 days from expiration for continuity of service.
- **Issue Purchase Order:** Issue a Purchase Order for the renewal. We will re-submit a new invoice referencing that PO.
- **Please forward a tax exemption form or your invoice will include tax.**

Renewal Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

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Packet Pg. 162

Attachment: ALL TRAFFIC SOLUTIONS SOFTWARE RENEWAL (2021-70 : Authorizing the Annual Renewal of All Traffic Solutions Software)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-71

Awarding a contract for solid waste collection services to DeLisa Demolition for a 3 year period of 1/1/21 to 12/31/23.

Refuse Collection - Previous contract = \$1,308,000.00 This contract = \$1,639,999.20

Construction & Demo Debris - Previous contract = \$79,560 This contract = \$85,020

Weekend Trash Removal Beach Front for:

Two 20 Cubic Yard Dumpsters - Previous contract = \$22,200 This contract = \$23,600

Two 7 Cubic Yard Rear Loading Compactors - Previous contract = \$14,400 This contract = \$15,000

Approximately 65 Litter Barrel Containers - Previous contract = \$18,375 This contract = \$31,000



RESOLUTION NO. 2021-71

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

RESOLUTION AWARDING A CONTRACT FOR SOLID WASTE COLLECTION SERVICES TO DELISA DEMOLITION INC

WHEREAS, the City of Asbury Park (the "City") duly advertised on Friday, October 16, 2020 for the receipt of bids from interested contractors for solid waste and recyclable materials collection services for a three year period commencing on January 1, 2021 and ending on December 31, 2023 ("the services"); and

WHEREAS, the bid specifications separated the services into seven (7) individual components and requested that bidders submit a proposal relating to each of the individual components, with the City reserving the right to award a contract for one, or any combination of, or all, of the components, at the City's discretion; and

WHEREAS, on the advertised bid opening date of Friday, December 18, 2020, the City received a single bid from DeLisa Demolition, Inc., d/b/a DeLisa Waste Services, of Tinton Falls, New Jersey (the "Contractor"), which covers all of the individual components identified in the bid specifications; and

WHEREAS, the Director of Purchasing has confirmed that the bid submission received from the Contractor is in satisfactory order and complies with the requirements of the bid specifications; and

WHEREAS, the City Attorney has further confirmed that the bid submission received from the Contractor is in satisfactory legal order; and

WHEREAS, Mayor and Council have reviewed this matter and have determined to award a contract to the Contractor for the following components of the services:

- (1) Component One - Refuse Collection: Grand Total/3 Years - \$1,639,999.20; and
- (2) Component Four - Container Services for Disposal of Construction and Demolition Debris: Grand Total/3 Years Estimated at \$85,020.00; and
- (3) Component Five - Weekend Trash Removal on Beach Front of Two 20-Cubic Yard Dumpsters - Grand Total/3Years Estimated at \$23,600.00; and
- (4) Component Six - Weekend Trash Removal on Beach Front of Two 7-Cubic Yard Rear Loading Compactors - Grand Total/3Years Estimated at \$15,000.00; and

(5) Component Seven - Weekend Trash Removal on Beach Front of Approximately 65 Litter Barrel Containers - Grand Total/3Years Estimated at \$31,000.00; and

WHEREAS, the award of the contract shall be contingent upon the existence of appropriate funding in the City's current operating budget for each of the three years of the contract, on an annual basis.

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

1. That the contract for solid waste services involving the five separate component parts identified above, covering a three year period commencing on January 1, 2021 and ending on December 31, 2023, is hereby awarded to DeLisa Demolition, Inc., d/b/a DeLisa Waste Services, on its bid in the amount(s) set forth above.

2. That the award of the within contract shall be contingent upon the existence of appropriate funding in the City's current operating budget for each of the three years of the contract, on an annual basis.

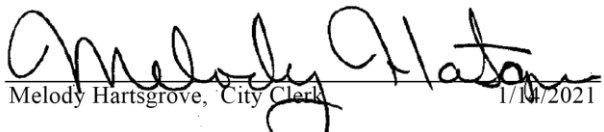
3. That, subject to the contingency referenced above, the Mayor and/or City Manager is hereby authorized to execute, and the City Clerk attest, a contract with the Contractor for the services in question, so long as contract is in a form that is satisfactory to the City Attorney.

4. That all relevant City officials are hereby authorized and directed to undertake all actions that are necessary in order to effectuate the intentions of this Resolution.

NOW, THEREFORE BE IT FURTHER RESOLVED that a certified copy of this Resolution be provided to DeLisa Demolition, Inc., d/b/a DeLisa Waste Services, Superintendent of Public Works, City Manager, City Attorney and Director of Purchasing.

I, ANTHONY CUCCI, 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. 2021-71 which was finally adopted by the City Council at a meeting held on the 13th day of January, 2021

CERTIFIED BY ME THIS 13th DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/14/2021

ANTHONY CUCCI
CITY CLERK



Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilwoman

Yvonne Clayton, City Councilwoman

Jesse Kendle, City Councilman

Donna M. Vieiro, City Manager

**BID SPECIFICATIONS
FOR**

**UNIFORM BID SPECIFICATIONS
SOLID WASTE and RECYCLABLE MATERIALS COLLECTION
SERVICES**

ISSUE DATE: October 16, 2020

DUE DATE: December 17, 2020 11:00 AM

ISSUED BY:

**CITY OF ASBURY PARK
COUNTY OF MONMOUTH**

City of Asbury Park
Uniform Bid Specifications
Solid Waste and Recyclable Materials Collection Services

1.0 Instructions To Bidders

1.1 The Bid

The City of Asbury Park is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for a three year period, commencing on January 1, 2021 and ending on December 31, 2023 in accordance with the terms of these bid specifications and N.J.A.C. 7:26H-6 et seq. At the discretion of the Mayor and Council of the City of Asbury Park, and pursuant to N.J.S.A. 40A:11-15(45), this contract can be extended for one two-year, or two one-year extensions.

1.2 Changes to the Bid Specifications

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids, be published in the Asbury Park Press and The Star Ledger.

1.3 Bid Opening

All bid proposals will be publicly opened and read by the designated representative at the City Council Chambers, One Municipal Plaza, Asbury Park, New Jersey. Bids must be delivered by hand or by mail to the Finance Department no later than **Thursday, December 17, 2020 at 11:00 A.M.** All bid proposals will be date and time stamped upon receipt. The Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any bid proposal received after the date and time specified will be returned unopened, to the bidder.

1.4 Documents to be Submitted

The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders;

- /1. Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
- /2. Questionnaire setting forth experience and qualifications;
- /3. Bid guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000.00; payable to the City of Asbury Park;
- /4. Non-collusion affidavit;
- /5. Stockholder statement of ownership;
- /6. Certificate of surety; and,
- /7. Acknowledgement of Receipt of Addenda
- /8. Bid proposal.
- /9. Proof of Business Registration (N.J.S.A. 52:32-44); and
- /10. Certificate of Employee Information

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the bid specifications into parts is merely for convenience and ready reference; all parts of the bid specifications constitute a single document.

2.0 Definitions

"Bid proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

"Bid guarantee" means the bid bond, cashier's check, or certified check submitted as part of the bid proposal, payable to the City of Asbury Park, ensuring that the successful bidder will enter into a contract.

"Bid specifications" means all documents requesting bid proposals for municipal solid waste collection services contained herein.

"Certificate of insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Collection site" means the location of waste containers on collection day.

"Collection source" means a generator of designated collected solid waste to whom service will be provided under the contract.

"Consent of surety" means a 'contract' guaranteeing that if the contract is awarded, the surety will provide a performance bond.

"Contract" means the written agreement executed by and between the successful bidder and the governing bodies and shall include the bid proposal, and the bid specification.

"Contract Administrator" is the person authorized by the City of Asbury Park to procure and administer contracts for solid waste collection services.

"Contracting unit" is the City of Asbury Park, a municipal corporation in the County of Monmouth, State of New Jersey.

"Contractor" means the lowest responsible bidder to whom award of the contract shall be made.

"Designated collected recyclable material" is defined as single stream to include newspapers, corrugated cardboard, commingled recyclables (clear, brown and green glass bottles, aluminum and bi-metal cans, #1 and #2 plastic bottles) and magazines. Also see 5.2H, Items Not To Be Collected.

"Designated collected waste" means solid waste type 10, 13 and 23. Designated collected solid waste shall not include recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State of New Jersey, Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"Disposal facility" means those sites designated in the Monmouth County Solid Waste Management Plan for use by the City of Asbury Park. The address of the authorized disposal facility is as follows:

County of Monmouth
6000 Asbury Avenue
Tinton Falls, New Jersey 07724
732-922-8686

"Governing body" means the governing body of the City of Asbury Park.

"Holiday" means a regularly scheduled collection day on which the authorized disposal facilities are closed. For the purposes of this contract, the recognized holidays include New Year's Day, Thanksgiving and Christmas.

"Legal newspaper" means the Asbury Park Press, The Star Ledger and The New Coaster.

"Proposal forms" mean those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.

"Participating Contracting Unit" means the City of Asbury Park.

"Service area" means the geographic area that encompasses the City of Asbury Park. See attached map.

"Surety" means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

3.0 Bid Submission Requirements

3.1 Bid Proposal

- A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.
- B. Bid proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be clearly written on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the City of Asbury Park in the advertisement of bids.
- C. Each bidder shall sign, where applicable, all bid submissions as follows:
 1. For a corporation, by a principal executive officer;
 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in Sections 1 and 2 above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. Any bid proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2 Bid Guarantees

A bid guarantee in the form of a bid bond, cashier's check, or certified check, made payable to the City of Asbury Park in the amount of 10% of the highest aggregate three year period, not to exceed twenty thousand dollars (\$20,000.00) must accompany each bid proposal. In the event that the bidder to whom the contract is awarded fails to enter into the contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the City of Asbury Park.

3.3 Exceptions to the Bid Specifications

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these bid specifications or any changes made by the bidder on the proposal forms shall result in the rejection of the bid proposal by the Mayor and Council.

3.4 "Or Equal" Substitutions

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, the designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Mayor and Council.

3.5 Compliance

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract. Any and all permits requires to be obtained from the Municipality, Board of Health, or other Municipal, State or Federal agency shall be obtained by the contractor at his/her expense. Whenever any question shall arise as to the meaning of terms and conditions of the proposed agreement, or the route to be followed, the same shall be determined or decided by the governing bodies of the respective participation contracting unit.

3.6 Conflict of Interest and Non-Collusion

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

- A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;
- B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and,
- C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and License issued pursuant to N.J.A.C. 7:26-16 et seq.

3.7 No Assignment of Bid

The bidder may not assign, sell, transfer or otherwise dispose of the bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the City of Asbury Park agrees to the assignment or other disposition. NO such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

3.8 Americans with Disabilities Act Of 1990

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

4.0 Award of Contract

4.1 Generally

- A. The Mayor and Council shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Mayor and Council decision, in writing, by certified mail.
- B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options and time frames, is the lowest responsible bid for each participating contractual unit. The City reserves the right to award ANY combination of the bid that is most advantageous to the City.
- C. The Mayor and Council reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Mayor and Council rejects all bids, the City of Asbury Park shall publish a notice of re-bid no later than ten days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. The right is reserved to waive any defects or irregularities therein if in the interest of the participating contracting unit as deemed advisable to do so, in accordance with applicable law. The participating contracting units reserves the right, after receiving the bids, to choose the proposal, term and any or all alternates applicable which it believes is to be the lowest responsible bidder for the particular term and alternates applicable, provided the bid complies in all respects with the requirements contained herein, and provided the bidder has submitted satisfactory evidence of ability to execute the work satisfactorily, and the ownership by bidder of the necessary capital and equipment to carry out this contract, without default or interference.
- D. Contract Extension Option – The City of Asbury Park reserves the right to extend the ensuing three year contract for two additional one year periods. If this option is exercised, then the City will notify the contractor in writing ninety days prior to original contract expiration. The contractor will then have thirty days within which to agree or disagree with the extension. Any and all extensions will be at the rates established for the third year of the contract.
- E. After bids have been opened Bid Securities or checks will be returned promptly except those of the lowest two regular bidders on the proposal and terms of years chosen by the respective participating contracting units as the basis of award. The checks of those two remaining bidders will be returned after the work has been awarded to the successful lowest responsible bidders and the contract fully executed and bond delivered. It is understood, however, that if at any time of bidding the participating contracting units have not decided on which term of years a contract is to be awarded it might retain for a period of thirty days all Bid Securities, checks and bids.

4.2 Notice of Award and Execution of Contract

Within fourteen calendar days of the award of the contract, the City of Asbury Park shall notify the successful bidder(s) in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the City of Asbury Park to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3 Responsible Bidder

The City of Asbury Park shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1 and N.J.A.C. 7:26H6.8. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4 Performance Bond

- A. For a one-year contract, the successful bidder shall provide to each of the participating contracting units a one-year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond concurrent with the delivery of the executed contract.
- B. Failure to provide the required one-year performance bond at the time and place specified by the City of Asbury Park shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the City may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.
- C. For a two, three, four, or five-year contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond concurrent with the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the City of Asbury Park with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.
- D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Mayor and Council to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount equal to the costs incurred by the City of Asbury Park in re-bidding the contract.

4.5 Affirmative Action Requirements

- A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A.10: 5-31 et seq. and N.J.A.C.17: 27 et seq.
- B. Within seven (7) days after receipt of notification of the Mayor and Council's intent to award any contract the contractor must submit one of the following to the contracting unit:
 - 1. If the contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photocopy of its letter of approval.
 - 2. If the contractor has a certificate of employee information report, the contractor shall submit a photocopy of the certificate.
 - 3. If the contractor has none of the above, the City of Asbury Park shall provide the contractor with an (A.A. 302) affirmative action employee information report.
- C. If the contractor does not submit the affirmative action document within the required time period, the City of Asbury Park may extend the deadline by a maximum of fourteen (14) calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the City of Asbury Park to declare the contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6 Vehicle Dedication Affidavit

The contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate affixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the contractor shall covenant that the City of Asbury Park will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based on its share of the waste at the time of disposal. Such assignment of proportional waste in a non-dedicated vehicle shall be based upon weight slips from a third party certified scale.

4.7 Errors in Price Calculation

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Form(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all bid proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Mayor and Council may not award a contract until all tabulations are complete.

5.0 **Work Specifications – Refuse Collection**

5.1 The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the City of Asbury Park as described below:

5.2 Collection of Refuse: The following materials are to be collected from curbside pursuant to the following schedule and regulations:

A. Materials Collected:

1. Type 10 – Household Garbage and Trash, including dead animals
2. Type 13 – Bulky Waste, to include appliances, trees, wood branches, etc.
3. Type 23 – Vegetative Yard Waste, to include crop residues, plant nurseries, etc.

B. Schedule of Collections:

1. **Zone 1 – East** – All properties East of Grand Avenue, inclusive **Mondays and Thursdays**
2. **Zone 2 – Central** – All properties between Grand Avenue and Comstock Street **Tuesdays and Fridays**
3. **Zone 3 – West** – All properties west of Comstock Street and prospect Avenue, inclusive **Wednesdays and Saturdays**
4. **Business District** – All of Main Street (aka Route 71) both sides and the Central Business District bounded by Main Street on the West side, Summerfield Avenue inclusive on the North side, Lake Avenue inclusive on the South side and Grand Avenue inclusive on the East side except that Cookman and Lake Avenues between Heck Street and Grand Avenues shall also be included on **Mondays and Fridays**. During May 1st through September 30th collections will be **Monday, Wednesday and Fridays**.
5. **Beachfront District** – Ocean Avenue inclusive on the East side, Kingsley Street inclusive on the West side and all East and West Streets in between Ocean Avenue and Kingsley Street on **Mondays and Fridays**. During May 1st through September 30th collections will be **Monday, Wednesday and Fridays**.

C. See City Maps – Attachment II

D. All collections unless otherwise specified herein will be from curbside opposite the residential, commercial and/or non-residential premises to be serviced and will include service alleys (City ROWs) located in blocks 7, 8, 13, 14, 17, 18, 19, 30, 31, 32, 38 and 39. All containers are to be placed out of gutters and up on the curb line upon being emptied by the Contactor.

E. Litter Barrels: The City has placed approximately 225 litter barrels curbside within the Beachfront and Business Districts, Main Street, some neighborhoods and around City Parks. The Contractor will empty these containers twice a week as collection operations are conducted within their regularly scheduled collection area (i.e. Zones 1, 2 and 3, Business District and Beachfront). During May 1st through September 30th collections will be **Monday, Wednesday and Fridays**.

F. All items to be collected from curbside will be placed at curbside in upright container, plastic bags, tied in bundles, or otherwise contained so as to not be loose – in no case shall any container, bag or bundle exceed 60lbs in weight. Items secured in bundles (i.e. branches, wood, hedge clippings, carpeting) shall not exceed 4ft in length. Household furniture placed at curb shall not exceed 120lbs. Household odds and ends (i.e. a door, shutter, and window) shall not exceed 120lbs.

- G. Quantity to be collected from residential and non-residential premises per pickup day shall conform to the following:

1. Type 10 Household Trash – Not more than five containers and/or bags per dwelling unit and non-residential establishment, per pickup day – Total aggregate per dwelling unit or non-residential establishment not to exceed 300 lbs.

2. Type 13 Bulk Waste – No more than three large items – total aggregate of items, bags, bundles or containers not to exceed 360 lbs per dwelling unit or non-residential establishment, per pickup day. For premises having more than one dwelling unit or more than one non-residential establishment, no more than six large bulk items or an aggregate of 720lbs are to be collected per pickup per building.

3. Type 23 Yard Waste – No more than three bundles, bags or containers per residential or non-residential unit or in the aggregate more than 180lbs, per pickup day. For Premises having more than one dwelling or non-residential establishment no more than six bundles, bags or containers (aggregate) weight not to exceed 360lbs) are to be collected per pickup day.

For further information, see Local Ordinance MC Chapter 19, Subchapter 1, 2, and 3, which regulates solid waste.
NOTE: The Ordinance, MC Chapter 19, Subchapter 1, 2, and 3 is available at the City Clerk's Office.

H. Items Not To Be Collected:

1. Hazardous Waste
 2. Leaves
 3. Grass Clippings
 4. Dirt/Soil
 5. Concrete, Bricks, Cinder Blocks, Stone Products
 6. Tree limbs or parts larger than 3 inches in diameter
 7. Asphalt
 8. Roof Shingles
 9. Demolition/Construction Materials
 10. Auto Tires
 11. Waste Oil
 12. Auto Batteries
 13. Renovation Materials i.e. Counter Tops, Cabinets, and Flooring
 14. Paint Cans
 15. Any items banned by the Monmouth County Reclamation Center
- NOTE:** Schools are not included within the Collection Service

- I. The Contractor will be entitled to increase the contract amount should the City add new non-residential and residential units (as determined by Certificate of Occupancy for new units) beyond those in existence at the commencement of contract services provided said units received the same scope of services described within. The Contractor will indicate the collection cost per additional unit per month on the bid proposal form provided by the City. Conversely, should the number of non-residential and residential units decrease, the City will be entitled to a decrease per unit per month equal to the increase collection cost per unit per month as indicated by the bidding contractor. (Such a decrease would be demonstrated via demolition permits regarding structures that would lead to a decrease in residential units or non-residential units.)

5.3 Containers

The Contractor will collect the following containers twice per week as follows:

- A. Municipal Complex, One Municipal Plaza – One six cubic yard container (Tuesday and Fridays).
- B. Waste Water Treatment Plant, 1700 Kinglsey Street – One six cubic yard container (Tuesdays and Fridays) except from May 1st through September 30th, two six cubic yard containers.
- C. Housing Authority, 1000 ½ Third Avenue – 23 containers among six complexes (Mondays and Thursdays) ZONE 3.
- D. Library One Container (Tuesdays and Fridays) ZONE 2.
- E. Container Option – As Needed – The Contractor will indicate on the bid proposal form provided, the monthly cost of off street container pickup twice per week per residential or non-residential building. The number of rear loading containers located to the rear of the buildings will vary from one to four containers and may vary in size from four to eight cubic yards.

ALL CONTAINERS ARE REAR LOADING TYPE

5.4 Collection Schedule

- A. All collection services, as described in these specifications, shall be performed on all designated days between 7 AM and 4 PM, Zones 1, 2 & 3. The Business District and Beachfront will be collected on designated days between 7AM and 9AM.
- B. The following legal holidays are exempted from the waste collection schedule: **News Years Day, Thanksgiving Day and Christmas Day**. Customers are notified by two annual City bulk mailings of a recycling bulletin and recycling calendar. Collection services deferred because of these holidays will be conducted on the next regularly scheduled day after the holiday. Collection services will be conducted on all other holidays.

5.5 Solid Waste Disposal

- A. All solid waste collected within the City of Asbury Park shall be disposed of in accordance with the Monmouth County Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at the Monmouth County Reclamation Center, 6000 Asbury Avenue, Tinton Falls New Jersey, (732) 683 -8686.
- B. Disposal/facility transfer station services shall include the services to be provided by the disposal contractor(s) including the receiving, certified weighting, processing and disposal at licensed landfills(s). Certification must be provided to the participating contracting units stating where the solid waste will ultimately be disposed of showing the facility is properly licensed to accept the material during the term of the contract period.
- C. Notwithstanding anything elsewhere in these Bid Specifications should it be determined by the State of New Jersey Legislature, or a Court or an Administrative Agency having jurisdiction of the collection, transportation and disposal of solid waste shall be disposed of in a manner other than as set forth in these Bid Specifications, the Contractor and the participating contracting units agree to comply with such determination. The participating contracting units will assume all direct financial costs and/or receive and be entitled to all direct financial benefits associated with such determination.
- D. The City of Asbury Park reserves the right to designate another disposal facility (or, if applicable, disposal facilities) in accordance with the Monmouth County Solid Waste Management Plan or in the event that the designated disposal facility (or, if applicable, disposal facilities) is unable to accept

waste. The City of Asbury Park will assume all additional costs or benefits that are associated with such designation.

5.6 Bulk Item Collection

- A. The work to be performed shall consist of the collection, removal, and disposal of bulk item trash as defined above from all premises with the City of Asbury Park on the second collection day per week according to Zone 1, 2 and 3. Whenever possible, bulk item waste is to be recycled or taken to an alternate non-landfill disposal facility if this is cost effective to the City.

5.7 Vehicles and Equipment

- A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.

B. All collection trucks shall be compaction types, completely enclosed and water tight. Subject to the prior approval of the Contract Administrator, the contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The contractor shall specify whether the vehicles are side, front or rear loading. Front loading hoppers, which are hoisted over the cab allowing refuse to fall freely into the compactor body, will not be accepted unless the contractor can demonstrate no spillage of trash or litter results from this equipment.

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the contract. All vehicles shall be equipped with a broom and a shovel, for the purpose of promptly cleaning any spillage from collection vehicles or containers during the conduct of collection services.

D. The Contract Administrator may order any of the contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these work specifications. In such event, the contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

E. The City of Asbury Park reserves the right to randomly inspect and/or weigh trucks.

5.8 Name on Vehicles

The name, address, and service phone number of the Contractor shall be placed clearly and distinctly on both sides of all vehicles used in conjunction with the collection services.

5.9 Telephone Facilities and Equipment

A. The Contractor must provide and maintain an office within reasonable proximity of the City of Asbury Park with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.

B. The Contractor shall maintain telephone service on all collection days, between the hours of 6AM and 4PM prevailing time. The City of Asbury Park shall publish this number in its telephone directory and newsletters along with the other listings of the City. The contractor shall provide a toll free number for the residents of the City of Asbury Park.

5.10 Failure to Collect

A. The Contractor shall report to the Contract Administrator, within one (1) hour of the start of the collection day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. In those cases where collection is scheduled on a one collection per week basis, that collection will be made as soon as possible, but in no event later than the next scheduled collection day.

5.11 Complaints

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The complaint log shall be available for inspection by the City of Asbury Park.

B. The Contractor shall submit a copy of all complaints received and the action taken to the City of Asbury Park.

5.12 Solicitation of Gratuities

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any work or services provided in connection with the contract. The Contractor shall be subject to the Liquidated Damage clause herein contained for breach hereof.

5.13 Invoice and Payment Schedule

A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.

1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these bid specifications, the Contractor will submit an invoice to the City of Asbury Park for the preceding calendar month (the "Billing Month"). The contract price for all services will be paid in the following month, provided the contractor has submitted a municipal purchase order, properly executed prior to the first meeting of the City of such following month. In no event shall the contractor be paid in advance.

2. Where the contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the City of Asbury Park for reimbursement.

B. The City of Asbury Park shall pay all invoices within 30 days of receipt. The City of Asbury Park will not be obligated to pay a defective invoice until the Contractor cures the defect. The City of Asbury Park shall have 30 days from the date of receipt of the corrected invoice to make payment.

C. Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the City of Asbury Park shall be charged shall be the difference between the weight of the vehicle upon entering the disposal facility and the tare weight of the vehicle.

D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, the City of Asbury Park shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the City; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

1. the amount of the invoice;
2. the origin of the waste;
3. the truck license plate number;

4. the total quantity and weight of the waste; and
 5. the authorized tipping rate plus all taxes and surcharges.
- E. Where the City of Asbury Park will pay the costs of disposal, the disposal facility shall bill the City of Asbury Park directly for all costs including taxes and surcharges.
- F. The Contractor may utilize a materials recovery facility for intermediate processing as long as the residue is disposed of in a manner consistent with N.J.A.C. 7:26-2B.9. In the event that the Contractor chooses to utilize a Materials Recovery Facility (MRF), the Contractor shall identify the MRF on the proposal forms.

5.14 Competence of Employees

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the City of Asbury Park shall notify the contractor and specify how the employee is incompetent or disorderly and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the contract must possess a valid New Jersey driver's license for the type of vehicle operated.

5.15 Supervision of Employees

A. The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the contractor. The Contractor shall notify the Contract Administrator and Superintendent of Public Works, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Contract Administrator, in writing, of any changes.

B. The Contractor's employees shall exercise due care so as to not damage litter barrels or trash containers and shall place said containers out of gutters and back upon curbs when emptied. Any trash or spillage occurring during collection will be cleaned up immediately by the contractor.

C. The contractor will assure that no property damage occurs during the undertaking of collection services and will be responsible to reimburse the City and/or owners of any property for the cost of repairing any damages caused by the contractor and employees of the contractor. Should the Contractor fail to provide the services specified by the contract, the City may act to provide these services and assess the costs of these services as a deduction from the Contractor's monthly payment.

5.16 Insurance Requirements

The Contractor shall take out and maintain in full force and effect at all times during the life of this contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17. The insurance policy shall name the City of Asbury Park as an additional named insured indemnifying the City of Asbury Park with respect to the Contractor's actions pursuant to the contract.

5.17 Certificates

Upon notification by the City of Asbury Park, the lowest responsible bidder shall supply to the Contract Administrator, with five days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.18 Indemnification

The Contractor shall indemnify and hold harmless the City of Asbury Park from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the City of Asbury Park on any

of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

6.0 Work Specifications – Curbside Recycling Collection

6.1 The work to be performed shall consist of the collection of co-mingled recyclable materials throughout the City of Asbury Park, once a week, **residential only**, with the proper collection vehicle and disposal at the approved recycling center, along with tonnage reports supplied to the City.

6.2 Collection of Recycling: The following are the recycling regulations of the City to be collected from curbside pursuant to the following schedule and regulations:

A. Materials Collected:

1. Aluminum – Aluminum includes used beverage cans manufactured from aluminum only. Foil, pie plates, lawn chairs and screen frames are specifically excluded from this collection.
2. Metal and Bi-metal cans only, will be collected. No other metal items are included in this category.
3. Glass – Glass includes all products made from silica or sand, soda ash, and limestone and products being transparent or translucent and being used for packaging bottling of various materials. Blue or flat glass, commonly known as window glass and automobile glass is specifically excluded from collection. Glass is to be placed in containers no larger than 20 gallons.
4. Plastics – This includes all containers used to hold liquids such as soda bottles, detergent bottles, etc., identified and #1 and #2 materials.
5. Corrugated Cardboard – This includes boxes and packing material.
6. Magazines.
7. Newspapers – Unmixed, clean and uncontaminated print material. Wet paper shall be picked-up.
8. In no case shall any container, bag or bundle exceed 60lbs in weight.

B. Schedule of Collections:

1. **Zone 1 – East** – All properties East of Grand Avenue, inclusive **Tuesdays**
2. **Zone 2 – Central** – All properties between Grand Avenue and Comstock Street **Wednesdays**
3. **Zone 3 – West** – All properties west of Comstock Street and prospect Avenue, inclusive **Thursdays**
4. There will be no collection on Mondays and Fridays

C. Recycling Drop-Off Center: The City operates a recycling drop-off center at the Public Works Center located at 9 Main Street. The successful bidder will supply the appropriate containers for each material that will be used by the public at this center. These containers shall be serviced at least twice per month and/or within 48 hours of a call when they are filled. The following containers are required:

- Co-mingled materials (items 1 through 8 listed above) – 30 cubic yard enclosed
- Cardboard – 30 cubic yard enclosed
- Magazine and mixed paper – 6 cubic yard enclosed

D. See City Maps – Attachment II.

E. Recycling Barrels: The City has placed approximately 200 recycling barrels curbside within the Beachfront Districts, Central Business District, Main Street, some neighborhoods and around City Parks. The Contractor will empty these containers once a week as collection operations are conducted within their regularly scheduled collection area (i.e. Zones 1, 2 and 3 and Beachfront District)

F. Ownership of Recyclable Materials: The recyclable materials, while at the curb or in containers, are the property of the City of Asbury Park and cannot be removed except by the hauler authorized by the contract generated from these specifications. Under the base bid, the contractor shall be responsible for the disposal of all collected recyclables in accordance with the regulations of the New Jersey Department of Environmental Protection and the Monmouth County Solid Waste Plan. Each bidder is to specify the market he would use for this disposal. The contractor shall retain all revenues or bear any losses and/or expenses from the disposal of this material.

If at any time during the term of this contract, by reason of any actions by governmental authority, the contractor shall be required to transport the recyclables to a disposal facility at a greater or lesser distance than that required to be traveled at the time of the receipt of bids, the contractor or City shall be entitled to an adjustment of the contract price based on the actual cost differential resulting from the greater or lesser travel distance imposed by the action of the government.

6.3 Collection Schedule:

- A. All collection services, as described in these specifications, shall be performed on all designated days between 7 AM and 4 PM, Zones 1, 2 & 3. The Beachfront District will be collected on designated days between 7AM and 9AM.
- B. The following legal holidays are exempted from the recycling collection schedule: **News Years Day, Thanksgiving Day and Christmas Day**. Customers are notified by two annual City bulk mailings of a recycling bulletin and recycling calendar. Collection services deferred because of these holidays will be conducted on the next regularly scheduled day after the holiday. Collection services will be conducted on all other holidays.

7.0 **Container Services for Disposal of Construction and Demolition Debris**

- A. Two (2) 20 cubic yard open-top roll-off containers to be provided to the City of Asbury Park at 9 Main Street Asbury Park, NJ 07712.
- B. Estimated pulls yearly 156, breakdown as follows:
 6 months – 2 pickups per week = 52 (January through March and October through December)
 6 months – 4 pickups per week = 104 (April through September)
- C. General requirements: Dumpsters **MUST** be pulled within 24 hours of a call filed. Dumpster pulls are on an estimate plus or minus.

8.0 Weekend Trash Removal on Beach Front

- A. Two (2) 20 cubic yard dumpsters to be provided and dropped off at Eighth Avenue & Kingsley Street on Friday and pickup on Monday morning. Estimated number of pulls 40.
- B. Two (2) 7 cubic yard rear loading compactor containers to be serviced on Saturday, Sunday and/or Monday at Eighth Avenue & Kingsley Street. Estimated number of pulls 120.
- C. Service of approximately sixty-five (65) City litter barrel containers on Ocean Avenue, Kingsley Street and the 100 Block of Asbury Avenue to Deal Lake Drive, both sides, Saturday and Sunday and must be completed by 9 AM each day.
- D. Commencing May 1st through September 30th, 7AM to 9AM.
- E. General requirements: Dumpsters MUST be pulled within 24 hours of a call filed. Dumpster pulls are on an estimate plus or minus.

9.0 Bidding Documents

9.1 Bidding Documents Checklist

FORM OR DOCUMENT	MANDATORY SUBMISSION	FORM OR DOCUMENT PROVIDED (PLEASE INITIAL)
Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with NJSA 13:1E126	✓	T.D. ✓
Statement of bidder's qualifications, experience and financial ability	✓	T.D. ✓
A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the City of Asbury Park	✓	T.D. ✓
Stockholder statement of ownership	✓	T.D. ✓
Non-collusion affidavit	✓	T.D. ✓
Consent of Surety	✓	T.D. ✓
Business Registration Certificate	✓	T.D. ✓
Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid documents.	✓	T.D. ✓
Proposal	✓	T.D. ✓
Completion of this Bidding Document Checklist	✓	T.D. ✓

THOMAS W. DELISA II
 DELISA DEMOLITION, Inc. d/b/a
 DELISA WASTE SERVICES
 Name of Firm or Individual

PRESIDENT

Title

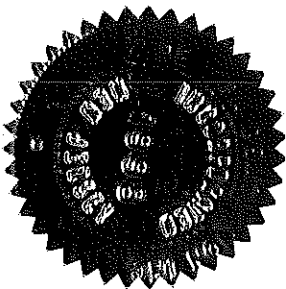
Thomas W. Delisa II
 Signature

10-31-2020

Date

9.2 Certificate of Public Convenience and Necessity/A-901 Approval LetterName: DELISA Demolition, Inc.Complete Address: 101 COMMERCE DRIVETINTON FALLS, NJ 07753
Date: 11-19-2012Telephone Number: 732-988-2525Certificate Number: SW 2366

Attach an original copy of certificate of Public Convenience and Necessity together with an original copy of A-901 approval letter.



**This Certificate is
Non-Transferable**



State of New Jersey

CHRIS CHRISTIE
Governor

Department of Environmental Protection
Solid & Hazardous Waste Management
Bureau of Transfer Stations & Recycling Facilities
401 East State Street
Mail Code 401-02C
Trenton, New Jersey 08625

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

HEREBY ISSUED TO: **DELISA DEMOLITION, INC.**

STREET ADDRESS
**101 COMMERCE DRIVE
TINTON FALLS, NEW JERSEY 07753**

MAILING ADDRESS
**101 COMMERCE DRIVE
TINTON FALLS, NEW JERSEY 07753**

SW NUMBER: SW2366

FOR AUTHORITY TO ENGAGE IN THE BUSINESS OF SOLID WASTE COLLECTION AS
DEFINED IN N.J.S.A. 13:1E-1 ET SEQ. IN AND ABOUT THE STATE OF NEW JERSEY

The authority granted shall not exceed that requested in Docket No. **CF200301011-1**

IT IS MADE A CONDITION OF THIS CERTIFICATE THAT THE HOLDER SHALL OPERATE
IN COMPLIANCE WITH THE AUTHORITY HEREIN GRANTED UNDER THE PROVISIONS
OF N.J.S.A. 48:13A-1 ET SEQ. AND N.J.S.A. 13:1E-1 ET SEQ. FAILURE TO DO SO SHALL
CONSTITUTE SUFFICIENT GROUNDS FOR SUSPENSION OR REVOCATION PURSUANT
TO N.J.S.A. 48:13A-9 ET SEQ.

ADDRESS CHANGE

CF200301011-1

11-19-2012

Date of Issue: _____

Anthony Fontana, Bureau Chief
Bureau of Transfer Stations & Recycling Facilities



State of New Jersey

Department of Environmental Protection

E. McGreevey
Governor

Bradley M. Campbell
Acting Commissioner

Mr. Thomas W. Delisa II, President
Delisa Demolition, Inc.
64 Steiner Avenue
Neptune City, New Jersey 07753.

JAN 23 2002

CERTIFIED MAIL 700016700013
RETURN RECEIPT REQUESTED 88323292

RE: Solid Waste Transporter License

Dear Mr. Delisa:

N.J.S.A. 13:1E-126 et seq.

This is to advise you that the investigative report from the Attorney General required under N.J.S.A. 13:1E-126 et seq. had been received by the Department of Environmental Protection.

Based on our review of the aforementioned investigative report, the Department is hereby issuing a Solid Waste Transporter License to:

DELISA DEMOLITION, INC.

This letter will serve as documentation that a solid waste transporter license has been issued. This license must be renewed annually by filing the Annual License Update form and any other change of information concerning your company or its operation as required by the Department.

You may also be required to obtain a Certificate of Public Convenience and Necessity prior to commencing solid waste business operations. Questions regarding this certificate should be directed to the Bureau of Solid Waste Regulation at (609) 984-2080. Any transportation equipment must be registered prior to commencing operations. Questions regarding equipment registration of the above license should be directed to the Bureau of Hazardous Waste Regulation at (609) 292-7081.

Sincerely,

Norine Binder
Norine Binder, Chief
Bureau of Hazardous Waste Regulation

LC: 02/DelisaDemo-S:lc
c: Harley Williams
Mike DeTalvo

FILED

DEC 18 1998

**Certificate of Incorporation
of
DeLisa Demolition Inc.**

James A. DeLisa, Jr.
State Treasurer

This is to certify that there is hereby organized a corporation under and by virtue of NJS 14A:1-1 et seq., the "New Jersey Business Corporation Act."

1. The name of the Corporation is:

DeLisa Demolition Inc.

2. The address of the corporation's initial registered office is:

20 Bruns Road
West Allenhurst, New Jersey 07711

3. and the name of the registered agent at such address is:

Thomas W. DeLisa II

4. the purposes for which the Corporation is organized are:
to engage in any activity within the purposes for which Corporations may be organized under the "New Jersey Business Corporation Act." NJS 14A:1-1 et seq.

5. The aggregate number of shares which the Corporation shall have authority to issue is

Ten thousand (10,000) no par value shares.

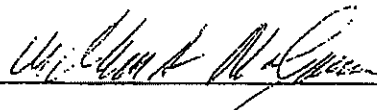
6. The first Board of Directors shall consist of one Director and the name and address of the person to serve as such director is:

Thomas W. DeLisa II 20 Bruns Road
West Allenhurst, New Jersey 07711

7. The name and address of each incorporator is

William A. McGovern
2517 Highway 35 Suite 303
Manasquan New Jersey 08736

In witness whereof, each individual incorporator, being over eighteen years of age has signed this certificate; or if the incorporator be a corporation has caused this certificate to be signed by its duly authorized officers this 15th day of December, 1998.



QUESTION 10
ATTACHMENT 1 - ~~10~~ 10

Attachment: DELISA DEMOLITION PROPOSAL 12-18-20 (2021-71 : Awarding a contract for Solid Waste Collection Services to DeLisa



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DELISA DEMOLITION INC.
Trade Name:
Address: 101 COMMERCE DRIVE
TINTON FALLS, NJ 07753-7024
Certificate Number: 0098025
Effective Date: February 26, 1999
Date of Issuance: November 19, 2012

For Office Use Only:
20121119142516939

Attachment: DELISA DEMOLITION PROPOSAL 12-18-20 (2021-71 : Awarding a contract for Solid Waste Collection Services to Delisa

9.3 Statement of Bidder's Qualifications, Experience and Financial Ability

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF MONMOUTH }

SS: City of Asbury Park
Solid Waste Materials
Collection Service

I, THOMAS W. DELISA II, am the PRESIDENT
 (Name of Affiant) (Owner, Partner, President or other corporate officer) of the
DELISA DEMOLITION, INC., and being duly sworn, I depose and say:
 (Name of Bidder)

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the City of Asbury Park to award to DELISA DEMOLITION, INC. the
 (Name of Bidder)

contract for solid waste collection services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.

3. I understand and agree that the City of Asbury Park will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.

4. I also understand and agree that the City of Asbury Park may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize the City of Asbury Park, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the City of Asbury Park with any information necessary to verify the answers given.

THOMAS W. DELISA II
DELISA DEMOLITION, INC. d/b/a
DELISA WASTE SERVICES
 Name of Firm or Individual

PRESIDENT
 Title

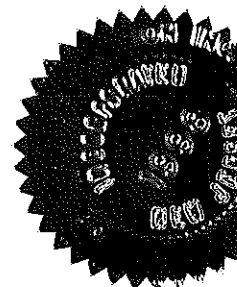
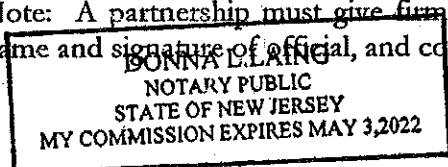
T. W. Delisa II
 Signature

10-31-2020
 Date

Subscribed and sworn to before me this
31ST day of OCTOBER, 2020

Notary Public of STATE OF NEW JERSEY My commission expires MAY 3, 2022

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and corporate seal affixed.



Attachment: DELISA DEMOLITION PROPOSAL 12-18-20 (2021-71 : Awarding a contract for Solid Waste Collection Services to Delisa

This questionnaire must be filled out and submitted with as part of the Bid Proposal.

Failure to complete this form or to provide any of the information required herein shall result in rejection of the Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. **Any answer that is illegible or unreadable will be considered incomplete.** If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
3. Has the bidder failed to perform any contract awarded to it by the City of Asbury Park, or any other municipality in the State of New Jersey, under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Mayor and Council in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts that the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the government solid waste collection and disposal services contracts that the bidder has completed within the last five years. Give the detailed answers to questions below relating to this subject.
 - a. Name of contracting unit;
 - b. Approximate population of contracting unit;
 - c. Term of contract from _____ to _____;
 - d. How were materials collected?
 - e. Give location of disposal site or sites and methods used in the disposal of solid waste;
 - f. Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.

7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
10. Describe how you will obtain such equipment if you are awarded. If such equipment is to be leased, provide the name, address, and telephone number of the lessor. If the equipment is to be purchased, provide the name, address and telephone number of the seller.
11. If the equipment to be leased or purchased is not located at the address (es) given above in answer number 9, identify where the equipment can be inspected.
12. List the name and address of the three credit or bank references.
13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidder's assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.
14. Additional remarks.

QUESTIONNAIRE

This questionnaire must be filled and submitted with as part of the Bid Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. **Any answer that is illegible or unreadable will considered incomplete.** If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a contractor under your present name? **The corporation De Lisa Demolition, Inc. has operated under the name De Lisa Waste Services since December 7, 2011; approximately 9 years.**
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years. **De Lisa Demolition, Inc. and De Lisa Demolition & Disposal.**
3. Has the bidder failed to perform any contract awarded to it by the City of Asbury Park under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required. **No**
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Mayor and Council in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required. **No**
5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers. **See Contract List Attached**
6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject. **See Attachment 1**
 - (a) Name of contracting unit;

- (b) Approximate population of contracting unit;
 - (c) Term of contract from to ;
 - (d) How were materials collected?
 - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
 - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years in service, present condition and the type and size of the truck bodies. **See attached vehicle list**
8. Where can this equipment described above be inspected? **101 Commerce Drive, Tinton Falls, NJ.**
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
- None**
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name address and phone number of the seller. **N/A**
11. If the equipment is to be leased or purchased is not located at the address(s) give in answer 9, identify where the equipment can be inspected. **N/A**
12. List the name and address of three credit or bank references.
- 1. **Ocean First Bank** **1720 Hwy. 34, Wall, NJ 07719**
 - 2. **Mazza Recycling** **3230 Shafto Road, Tinton Falls, NJ 07753**
 - 3. **Borden Pearlman** **120 Albany Street, New Brunswick, NJ 08901**

13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidder's assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately. **See attached Annual Utility Report**
14. Additional remarks. **The date of incorporation/formation of De Lisa Demolition, Inc. is December 16, 1998.**

DELISA WASTE SERVICES CONTRACT LIST**Borough of Red Bank – Solid Waste, Recycling, Bulk (Borough Pays 100% Recycle Tipping September 1, 2020 to January 31, 2021)****Contract Extended Thru January 1, 2021**

September 1, 2015 to August 31, 2018

\$496,000.00 per year for three years with two 1 year extensions

4th year - \$516,0005th year - \$532,0006TH year - \$542,000 – Extension from Sept. 1, 2020 to Jan. 31, 2021**Manasquan – Solid Waste**

Jan. 1, 2018 – Dec. 31, 2018 \$273,000.00

Jan. 1, 2019 – Dec. 31, 2019 \$278,000.00

Jan. 1, 2020 – Dec. 31, 2020 \$283,000.00

Jan. 1, 2021 – Dec. 31, 2021 \$288,000.00

Manasquan – Recycling (Borough pays 100% Recycle Tipping)

Jan. 1, 2018 – Dec. 31, 2018 \$69,000.00

Jan. 1, 2019 – Dec. 31, 2019 \$74,000.00

Jan. 1, 2020 – Dec. 31, 2020 \$79,000.00

Jan. 1, 2020 – Dec. 31, 2021 \$84,000.00

Asbury Park – Solid Waste

January 1, 2016 to December 31, 2018

Extended Thru Dec. 31, 2020

\$1,308,000.00 = 3 year total with two 1 year extensions

4th & 5th year based on 3rd year \$437,000**Asbury Park Board of Education Solid Waste & Recycle (De Lisa Pays Recycle Tipping)**

July 1, 2018 to June 30, 2020

Extended Thru June 30, 2021

\$97,000.00

Belmar – Solid Waste

Feb. 1, 2018 to Dec. 31, 2022

1st Year \$238,333.002nd Year \$261,000.003rd Year \$262,000.004th Year \$263,000.005TH Year \$264,000.00**Neptune City – Solid Waste and Recycling (Borough Pays ½ Recycle Tipping (-\$18))**

February 1, 2017 to January 31, 2022

1st year \$156,000+\$21,000 containers2nd year \$158,000+\$21,000 containers3rd year \$161,000+\$21,000 containers4th year \$164,000+\$21,000 containers5th \$167,000+\$21,000 containers**Borough of Lake Como – Recycling (Borough Pays up \$10,000 Recycle Tipping)**

January 1, 2020 to December 31, 2022

1st Year \$42,000.002nd Year \$47,000.003rd Year \$52,000.00

Borough of Lake Como – Solid Waste

March 1, 2019 to February 28, 2024

1st Year \$78,000.002nd Year \$80,600.003rd Year \$83,200.004th Year \$85,800.005th Year \$88,400.00**Borough of Shrewsbury – Solid Waste/Recycling Collection (Borough Pays Recycle Tipping)**

January 1, 2019 to December 31, 2021

1st Year \$208,000.002nd Year \$218,000.003rd Year \$228,000.00**Borough of Freehold – Solid Waste/Recycling Collection (Borough Pays 80% Recycle Tipping)****3 year contract with options for two 1 year extensions**

January 1, 2020 to December 31, 2020 \$462,000.00

January 1, 2021 to December 31, 2021 \$462,000.00

January 1, 2022 to December 31, 2022 \$462,000.00

January 1, 2023 to December 31, 2023 \$498,000.00

January 1, 2024 to December 31, 2024 \$518,000.00

Borough of West Long Branch – Solid Waste/Recycling Collection (Borough Pays Recycle Tipping)

January 1, 2020 to December 31, 2022

\$870,000.00 – Total for 3 years with options for years 4 and 5

1st Year \$290,000.002nd Year \$290,000.003rd Year \$290,000.004th Year \$300,000.005th Year \$310,000.00

Packet Pg. 196

(a) Name of contracting unit:	City of Asbury Park	Borough of Manasquan	Borough of Shrewsbury	Borough of Neptune City	Borough of Freehold	Borough of Red Bank	Borough of Lake Como	Asbury Park Board of Education
(b)	16,990	7,000	3,717	4,869	10,976	12,048	1,694	N/A
Approximate Population of contracting unit:								
(c) Term of contract:	1/1/2013-12/31/2015	1/1/015-12/31/2017	1/1/2016-12/31/2018	2/1/2012-1/31/2016	6/30/2014-7/1/2019	9/1/2015-8/31/2018	3/1/2014-2/28/2019	7/1/2018-6/30/2020
(d) Method of Collection:	Curbside collection of solid waste	Curbside collection of solid waste & recycling	Curbside collection of solid waste & recycling	Curbside collection of solid waste & recycling	Curbside collection of solid waste & recycling	Curbside collection of solid waste & recycling	Curbside collection of solid waste & recycling	Curbside collection of solid waste & recycling
(e) Disposal Site:	Monmouth County Reclamation Center	Monmouth County Reclamation Center & various others	Monmouth County Reclamation Center & various others	Monmouth County Reclamation Center & various others	Monmouth County Reclamation Center & various others	Monmouth County Reclamation Center & various others	Monmouth County Reclamation Center & various others	Monmouth County Reclamation Center & various others
(f) Name of Contract Administrator and phone number:	Robert Bianchini 732-775-0900	Kevin Thompson 732-223-0544	Tom Seaman 732-741-0522	Gerritt De Vos 732-682-9560	Joseph Bellina 732-462-4200	Ziad Shehady 732-530-2748	Louise Mekosh 732-681-3232	Geoffrey Hastings 732-776-2663

**TRUCKS & EQUIPMENT
OWNED BY
DELISA DEMOLITION, INC.**

10-24-2020

TRUCK #	PLATE #	YEAR	MAKE	SERIAL #	TYPE	NJDEP DECAL 6/30/21
1		2020	Ford Ranger	1FTER4FHOLLA72688	Truck, Pick-Up	n/a
	M58AKG	2011	Toyota FJ Cruiser	JTEBU4F2K099378	SUV	n/a
2	UWG94R	2006	Toyota Tacoma	5TETU62N86Z260264	Truck, Pick -Up	n/a
3	XEAB41	1999	Ford	1FTNF21L2XED34388	Truck, Pick-Up	n/a
70	XEYD71	2003	GMC	1GTHK24163E230564	Truck, Pick-Up	n/a
7	XJPP22	2003	Ford	1FDWF36F43EA62817	Truck, Pick-Up (diesel)	n/a
4	XA411H	2011	Ford	1FDUF4HY1BEC37017	Truck, Service	n/a
48	XHMA71	1999	International	1HTSCAARXXH224961	Truck, Contain. Trans	10568
49	X80P88	1999	Internatio/Truck	1HTSCAAM7XH609172	Truck, Contain. Trans.	8917
5		1999	International	1HTSCAAR8XH224960	Truck, Plow	
108	XKFD34	2021	Mack	1M2GR3GC6MM021757	Truck, Roll Off	21988
44	XHDN55	2019	Hino	5PVNV8JV1K4559205	Truck, Roll Off	8925
36		2000	Mack	1M2P267C5YM049996	Truck, Roll Off	8920
46	XF115J	1999	Mack	1M2P267C8XMO44953	Truck, Roll Off	8915
66	XD167S	1997	Mack	1M2P267C3VM030181	Truck, Roll Off	8919
88	XB592Y	2004	Mack	1M2P337C54MO34632	Truck, Roll Off	8916
61	XU138N	2009	HINO	5PVNV8JR894S50353	Truck, Roll Off	8918
16	XCVA78	2016	HINO	5PVNV8JV5G4S56217	Truck, Roll Off	8923
94		1994	AutoCar	24V2SCBRF5RR512989	Truck, Roll Off	8921
33	XAJM80	2013	Hino 338	5PVNV8JT3D4S52810	Truck, Roll Off	8922
60		1994	AutoCar	4V2SCBRF4RR513454	Truck, Roll Off	8924
27	XDLC38	2004	Peterbilt	1NPZHT8X34D715316	Truck, 22 C.Y. SL	8937
28	XEYF16	2008	Peterbilt	3BPZH08X28F718549	Truck, 22 C.Y. SL	8946
29	XJPF81	2010	Peterbilt 320	3BPZH08X8AF719906	Truck, 22 C.Y. SL	20363
26		2002	Volvo	4V2DC6UE62N337048	Chasis	
30		2003	Autocar	5VDC6UE93N194278	Truck, 28 C.Y. SL	
85	XDLC37	1997	International	1HTSCAAR3VH491503Z	Truck, 20 C.Y. RL	8938
84		1997	International	1HTSPAAR7VH447520	Truck, 20 C.Y. RL	
21	XDLF74	2003	Crane Carrier	1CYCCE4843T046188	Truck, 25 C.Y. RL	8942
25	XDZW96	2003	Crane Carrier	1CYCCE4823T046187	Truck, 25 C.Y. RL	8941
57	XA493H	2002	Peterbilt	1NPZLDOX72D714179	Truck, 25 C.Y. RL	8945
31	XJPF80	2000	Mack	1M2K195CXYM016218	Truck, 31 C.Y. RL	
98	XDZX64	1998	Mack	1M2K185C0VM006854	Truck, 31 C.Y. RL	8931
77	XFYW38	2000	Mack LE6	1M2AC07CXYM003287	Truck, 31 C.Y. RL	8948
75	XDZX53	2000	Peterbilt	1NPZLA0X1YD712337	Truck, 31 C.Y. RL	8936
86	XFMT71	2003	Peterbilt 320	1NPZLT0X43D714913	Truck, 31 C.Y. RL	8947
78	XFY-W67	2002	Peterbilt 320	1NPZLT0X72D713530	Truck, 31 C.Y. RL	8949
58	XR411U	1995	Mack	1M2K195CXSM006781	Truck, 32 C.Y. RL	8930
99	XD820S	2004	Mack	1M2K189C24M023811	Truck, 32 C.Y. RL	8927
64	XDZW81	2002	Mack – MR 6	1M2K195C62M020581	Truck, 32 C.Y. RL	8940
59	XDLD58	2000	Volvo	14V2DC2UEXYN237908	Truck, 32 C.Y. RL	8939
96	X83F43	2001	Mack	1M2K185C91M008451Z	Truck, 32 C.Y. RL	8943
97	XCWW13	2001	Mack	1M2K185CO1M008015	Truck, 32 C.Y. RL	8935
122	XJPP21	2003	Mack MR688S	1M2K195C33M023200Z	Truck, 32 C.Y. RL	21574
38	XM129F	2000	Volvo	14V2HC6UE11N321677	Truck, 28 C.Y. FL	8944
90	XF868L	2008	Mack	1M2AV02C88M002544	Truck, 40 C.Y. FL	8929
50		2001	Mack	1M2K185C21M008016	Truck, 40 C.Y. FL	8926
71	XHLZ80	2007	Mack	1M2K189C17M036442	Truck, 40 C.Y. FL	
55	XAKV96	2012	Mack	1M2AV04C9CM009220	Truck, 40 C.Y. FL	8933
82	XB593Y	2008	Mack	1M2AV02C18M002577	Truck,, 40 C.Y. FL	8934
17		2004	Mack	1M2AC07C54M009900	Truck, 43 C.Y. FL	8928
80	XFYX18	2013	Peterbilt 320	3BPZL50X5DF176543	Truck, 40 C.Y. FL	8950
81	XFYX87	2009	Peterbilt 320	3BPZL00X19F719106Z	Truck, 40 C.Y. FL	8951
115	XJPH89	2020	Peterbilt 520	3BPD70XXLF104970	Truck, 40 C.Y. FL	20911

Attachment: DELISA DEMOLITION PROPOSAL 12-18-20 (2021-71 : Awarding a contract for Solid Waste Collection Services to Delisa

**TRUCKS & EQUIPMENT
OWNED BY
DELISA DEMOLITION, INC.**

<u>EQUIPMENT</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL #</u>	<u>TYPE</u>
DEP CONTAINER DECALS				231181-31492(312DECALS)
DEP CONTAINER DECALS				256952-256956 (5 DECALS)
DEP CONTAINER DECALS				08203-08402(200DECALS)
				232051-232344
				273562-273568 (7 DECALS)
				275152-275156 (5 DECALS)
				278192-278196 (5 DECALS)
	2002	JLG 2646E2	0200106742	Scissor lift, electric
	1994	Komatsu PC 220 LC 6	A80362	Excavator
	1999	Komatsu PC20MRX	10896	Excavator
		Caterpillar 926 Wheel Loader	94Z01332	Loader
			45V47880 (engine)	
		Caterpillar DP25	5BM01401	Bobcat 753
		Caterpillar GP40K-LP	AT29C20246	Forklift 732
		Clark CGC20	C365L-0022-9523FB	Forklift 901
		Hyster H225H	C7P-4120B	Forklift
		Toyota	626FDU25	Forklift
		TCM	A15W01406	Forklift
		SUI SD 60"		Bucket, Esco
				Bucket, Skeleton
				Chainsaws (2)
				Compressor, air (electric)
				Compressor, air (gas)
		Airco 200 Amperes AC		Generator (gas)
				Grapple, Bodine (2)
		Honda		Pump, water
		Makita 2414B		Saw, cut-off (electric)
		STIHL TS 400		Saw, cut-off (gas)
				Saw, portable cutting metal
		1997 Meyer		Snow Plow
				Tanks, acetalene/oxygen (various)
				Tools, air (various)
				Tools, mechanical (various)
				Torches (2 sets)
		Millermatic 200	KA775726	Welder, Arc
		Lincoln 220		Welder, electric
				Welder, gas

ROLL-OFF CONTAINERS

Containers, (3) 5 CU YD
Containers, (40) 10 CU YD
Containers, (14) 15 CU YD
Containers, (55) 20 CU YD
Containers, (14) 22 CU YD
Containers, (9) 25 CU YD
Containers, (174) 30 CU YD
Containers, (12) 40 CU YD
Containers, front load (various sizes) – approx. 2,000+
Containers, rear load (various sizes) – approx. 200+

**TRUCKS & EQUIPMENT
OWNED BY
DELISA DEMOLITION, INC.**

Containers, 95 gallon recycling – 1,500+

9.4 Form of Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
 as principal, and _____ as Surety, are hereby held and firmly bound unto the
 City of Asbury Park, Monmouth County, New Jersey, in the Penal Sum of \$ _____, for the
 payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
 administrators, successors and assigns.

Signed this _____ day of _____, 20_____

The condition of the above obligation is such that whereas the Principal has submitted to the City of Asbury Park a
 certain bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing for the furnishing of
 and delivery to the City of Asbury Park.

NOW, THEREFORE:

- a. If said bid shall be rejected, or in the alternate,
- b. If said bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract
 attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful
 performance of said contract and for payment of all persons performing labor or furnishing materials in
 connection therewith, and shall in all other respects perform the agreement created by the acceptance of
 said bid;

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood
 and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal
 amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be
 in no way impaired or affected by any extension of the time within which the Principal may accept such bid, and
 said surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as
 are incorporated have caused their corporate seals to be hereto affixed and these present to be signed by their
 proper officers, the day and year first set forth above.

 Principal

BY: _____
 Witness

 Surety

BY: _____
 Witness

 Attorney-in-Fact

9.4 Form of Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Delisa Demolition Inc.
as principal, and Atlantic Specialty Insurance Company as Surety, are hereby held and firmly bound unto the
City of Asbury Park, Monmouth County, New Jersey, in the Penal Sum of \$ 20,000.00*****, for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed this 17th day of December, 2020

The condition of the above obligation is such that whereas the Principal has submitted to the City of Asbury Park a
certain bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing for the furnishing of
and delivery to the City of Asbury Park.

NOW, THEREFORE:

- a. If said bid shall be rejected, or in the alternate,
- b. If said bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract
attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful
performance of said contract and for payment of all persons performing labor or furnishing materials in
connection therewith, and shall in all other respects perform the agreement created by the acceptance of
said bid;

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood
and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be
in no way impaired or affected by any extension of the time within which the Principal may accept such bid, and
said surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as
are incorporated have caused their corporate seals to be hereto affixed and these present to be signed by their
proper officers, the day and year first set forth above.

BY: Donna L. Lang
Witness

Delisa Demolition Inc.
Principal

[Signature]

Atlantic Specialty Insurance Company
Surety

BY: [Signature]
Witness

[Signature]
Attorney-in-Fact Christine L. Cartier

9.7 Consent of Surety**CONSENT OF SURETY**

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: City of Asbury Park
(Owner)

Re: Delisa Demolition Inc.
(Contractor)

Solid Waste and Recyclable Materials Collection

(Project Description)

This is to certify that the Atlantic Specialty Insurance Company
(Surety Company)

will provide to The City of Asbury Park a performance bond in
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

Delisa Demolition Inc.

(CONTRACTOR)

Christine L. Cartier, Attorney-in-fact

(Authorized Agent of Surety Company)

Date: December 17, 2020

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Warren G. Beyer, Christine Cartier, G. Arthur Farren III**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

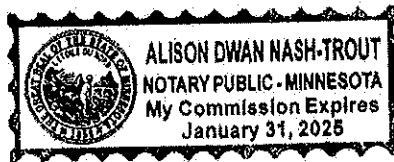
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of Dec. 2020

This Power of Attorney expires
January 31, 2025



Kara Barrow
Kara Barrow, Secretary



Atlantic Specialty Insurance Company
Period Ended 12/31/2019

Dollars displayed in thousands

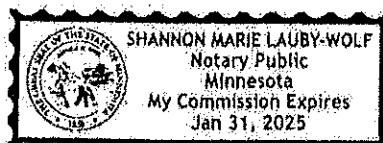
Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 1,219,332	Loss Reserves	\$ 750,516
Preferred Stocks	-	Loss Adjustment Expense Reserves	243,193
Common Stocks	791,167	Total Loss & LAE Reserves	993,709
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	520,053
Contract Loans	-	Total Reinsurance Liabilities	17,061
Derivatives	-	Commissions, Other Expenses, and Taxes due	40,497
Cash, Cash Equivalents, & Short Term Investments	62,383	Derivatives	-
Other Investments	17,350	Payable to Parent, Subs or Affiliates	-
Total Cash & Investments	2,090,232	All Other Liabilities	165,932
		Total Liabilities	1,737,262
Premiums and Considerations Due	261,176		
Reinsurance Recoverable	51,892	Capital and Surplus	
Receivable from Parent, Subsidiary or Affiliates	21,005	Common Capital Stock	9,091
All Other Admitted Assets	59,600	Preferred Capital Stock	-
		Surplus Notes	-
Total Admitted Assets	2,484,105	Unassigned Surplus	49,392
		Other Including Gross Contributed	688,460
		Capital & Surplus	746,853
		Total Liabilities and C&S	2,484,105

State of Minnesota
County of Hennepin

I, Christopher Jerry, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said OneBeacon Insurance Company, on the 31st day of December, 2019, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 27th day of February, 2020.



Notary Public

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: DELISA DEMOLITION, INC.

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: THOMAS W. DELISA II

Name: _____

Home Address: 120 S. CONCOURSE

Home Address: _____

UNIT 309, NEPTUNE NJ 07753

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

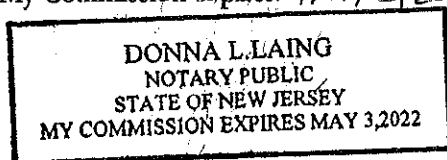
Home Address: _____

Home Address: _____

Subscribed and sworn before me this 31st day of
OCTOBER, 2020

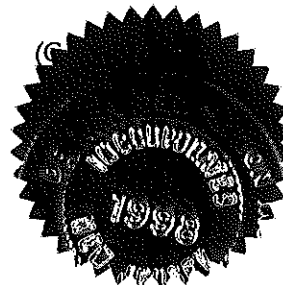
(Notary Public) Donna L. Laing

My Commission expires: MAY 3, 2022



THOMAS W. DELISA II
 (Affiant)

THOMAS W. DELISA II, PRESIDENT
 (Print name & title of affiant)



State of New Jersey

County of MONMOUTH

I, THOMAS W. DELISA II residing in TOWNSHIP OF NEPHUNE in the County of
 (Name of Affiant) (Name of Municipality)

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

I am PRESIDENT of the firm of DELISA DEMOLITION, INC.
 (Title or position) (Name of firm)

_____ the bidder making this Proposal for the bid entitled

SOLID WASTE + RECYCLABLE MATERIALS COLLECTION, and that I executed the said proposal with
 (Title of Bid Proposal)

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

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by DELISA DEMOLITION, INC.
 (Name of Firm)

Subscribed and sworn to before me this day OCTOBER 31, 2020:

TH W. DELISA II
 (Signature of Affiant)

THOMAS W. DELISA II
 (Type or print name of affiant)

Donna L. Laing
 Notary public of STATE OF NEW JERSEY

My Commission expires MAY 3, 2022

(Seal) **DONNA L. LAING**
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES MAY 3, 2022

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

9.8 Proposal**Proposal for Solid Waste Collection Commencing January 1, 2021.****CITY OF ASBURY PARK**

I, or We, THOMAS W. DELISA II, of
(Print Bidder's Name)

DELISA DEMOLITION, INC.
(Bidders Firm)

101 COMMERCE DRIVE
(Complete Address)

TINTON FALLS, NJ 07753

732-988-2525
(Telephone Number)

Hereby agree to provide complete performance in accordance with the Contract and Specifications for the prices listed on the Proposal Sheet herein.

NOTE:

Bidders are required to sign all proposal sheets.

TH. W. DELISA II (Affix seal if a corporation.)
Signature

PRESIDENT
Title



The undersigned will contract to do all work and furnish all the materials, labor, equipment, etc., necessary to carry out the intent of these specifications as described in Section 5 through Section 8 for the period COMMENCING JANUARY 1, 2021 and TERMINATING DECEMBER 31, 2023.

1. Refuse Collection

Year 1 $\$44,166.65$ month x 12 months = $\$529,999.80$

Year 2 $\$45,416.65$ month x 12 months = $\$544,999.80$

Year 3 $\$47,083.30$ month x 12 months = $\$564,999.60$

Grand Total – 3 Years – $\$1,639,999.20$

2. Recycling Collection

Year 1 $\$32,500.00$ month x 12 months = $\$390,000.00$

Year 2 $\$33,750.00$ month x 12 months = $\$405,000.00$

Year 3 $\$35,416.67$ month x 12 months = $\$425,000.04$

Grand Total – 3 Years – $\$1,220,000.04$

3. Refuse and Recycling Collection

Year 1 $\$76,666.65$ month x 12 months = $\$919,999.80$

Year 2 $\$79,166.65$ month x 12 months = $\$949,999.80$

Year 3 $\$82,499.97$ month x 12 months = $\$989,999.64$

Grand Total – 3 Years – $\$2,859,999.24$

4. Container Services for Disposal of Construction and Demolition Debris

Year 1 $\$180.00$ /per pull x 156 estimated pulls = $\$28,080.00$

Year 2 $\$180.00$ / per pull x 156 estimated pulls = $\$28,080.00$

Year 3 $\$185.00$ / per pull x 156 estimated pulls = $\$28,860.00$

Grand Total – 3 Years – $\$85,020.00$

Jim W. L. #

5. Weekend Trash Removal on Beach Front of Two 20 Cubic Yard DumpstersYear 1 \$ 195.00 / per pull x 40 estimated pulls = \$ 7,800.00Year 2 \$ 195.00 / per pull x 40 estimated pulls = \$ 7,800.00Year 3 \$ 200.00 / per pull x 40 estimated pulls = \$ 8,000.00Grand Total – 3 Years – \$ 23,600.00**6. Weekend Trash Removal on Beach Front of Two 7 Cubic Yard Rear Loading Compactors**Year 1 \$ 40.00 / per pull x 120 estimated pulls = \$ 4,800.00Year 2 \$ 40.00 / per pull x 120 estimated pulls = \$ 4,800.00Year 3 \$ 45.00 / per pull x 120 estimated pulls = \$ 5,400.00Grand Total – 3 Years – \$ 15,000.00**7. Weekend Trash Removal on Beach Front of Approximately 65 Litter Barrel Containers**Year 1 \$ 2,000.00 / month x 5 months = \$ 10,000.00Year 2 \$ 2,000.00 / month x 5 months = \$ 10,000.00Year 3 \$ 2,200.00 / month x 5 months = \$ 11,000.00Grand Total – 3 Years – \$ 31,000.00*John W. Smith*

Cost or deduction per new units added or

Reduced respectively per pick-up per month \$ 5.00

• Cost of Container Option (see 5.3E entitled Container Option as Needed) \$ 5.00 PER CUBIC YARD PER PICK

Waste Directed to: Monmouth County Reclamation Center
6000 Asbury Avenue
Tinton Falls, NJ 07753
732-683-8686

THOMAS W. DELISA II
DELISA DEMOLITION, Inc. d/b/a
DELISA WASTE SERVICES

Name of Firm or Individual

PRESIDENT

Title

TL W. DELISA

Signature

10-31-2020

Date

9.9 Proof of Business Registration

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 132 TRENTON, NJ 08646-0132
TAXPAYER NAME:	TRADE NAME	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107349	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE	07/14/04	
TRENTON NJ 08611	<i>John S. Tully</i> Adj. Director	
EFFECTIVE DATE:	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	
01/01/01		
FORM BRC(07-01)		

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

04/08/13

Taxpayer Identification# 223-634-028/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

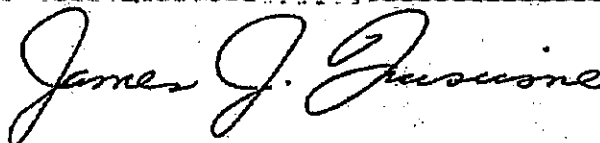
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

DELISA DEMOLITION INC.

TRADE NAME:

DELISA WASTE SERVICES

ADDRESS:

101 COMMERCE DRIVE
TINTON FALLS NJ 07753-7024

SEQUENCE NUMBER:

0098025

EFFECTIVE DATE:

02/26/99

ISSUANCE DATE:

04/08/13



Director
New Jersey Division of Revenue

FORM-BRC

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

(0408)-0205046

Attachment: DELISA DEMOLITION PROPOSAL 12-18-20 (2021-71 : Awarding a contract for Solid Waste Collection Services to Delisa

9.9 PROOF OF BUSINESS REGISTRATION

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

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

Certification 37702

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-NOV-2019 to 15-NOV-2022



DE LISA DEMOLITION & DISPOSAL, INC.
101 COMMERCE DRIVE
TINTON FALLS NJ 07753

Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

Section 10.1 Contract Form

Sample Contract to be supplied by the contractor.

Section 10.2 Performance Bond Form

Attachment: DELISA DEMOLITION PROPOSAL 12-18-20 (2021-71 : Awarding a contract for Solid Waste Collection Services to Delisa

PERFORMANCE AND PAYMENT BOND

TO: The "The City"
 RE: Solid Waste and Recyclable Materials Collection Services

KNOWN ALL MEN BY THESE PRESENT: that we, the undersigned Bidder:

BIDDER NAME: _____

BIDDER ADDRESS: _____

hereinafter called the Principal (Contractor), and the Surety:

SURETY NAME: _____

SURETY ADDRESS: _____

a Surety duly authorized and existing under the laws of the State of _____ and
 authorized to transact business in the State of New Jersey, are held and firmly bound onto the City,
 as Oblige (City), in the penal sum of

\$

AMOUNT IN NUMBERS

AMOUNT IN WORDS

lawful money in the United States for the payment whereof Contractor and Surety bind themselves, their
 heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____ entered into a
 Contract with the Borough for the supplying of Solid Waste and Recyclable Materials Collection
 Services.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor, its
 representatives or assigns, shall promptly and faithfully perform said Contract and all modifications,
 amendments, additions and alterations thereto that may hereafter be made, according to its terms and true
 intent and meaning, including repair and/or replacement of defective work, and shall fully indemnify and
 save harmless the City from all cost and damage which it may suffer by reason of the Contractor's failure
 to do so, and shall fully reimburse and repay the City for all outlay and expense which the City may incur
 in making good any such default, and shall protect said City against and pay such default, and shall
 protect said City against and pay any and all amounts, damages, costs, and judgments which may or shall
 be recovered against said City or its officers or agents or which the said City may be called upon to pay
 any person or corporation by reason of any damages arising or growing out of the doing of said work or
 the manner of doing the same or the neglect of said Contractor or its agents or servants or the improper
 performance of the said work by the said Contractor or its agents or servants or the infringement of any
 patent or patent right by reason of the use of any materials furnished or worked on as aforesaid or
 otherwise, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety, for value received, for itself, its successors and assigns, hereby stipulates and agrees, if required do to so by the City, to fully perform and complete the work to be performed under the contract, pursuant to the terms, conditions, and covenants thereof, if for any cause, the Contractor fails or neglects to fully perform and complete such work. The Surety further agrees to commence such work of completion with twenty (20) days after written notice thereof is received from the City and to complete such work within such time as the City may fix.

In the alternative, the Surety, for value received, for itself, and its successors and assigns, hereby stipulates and agrees that it will obtain a bid or bids for submission to the City for completion of the contract in accordance with its terms and conditions, and upon determination by City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City and make available as the work progresses sufficient funds to pay the cost of completion less the balance of the contract price. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable by City to Contractor under the contract and any amendments thereto, less the amount previously paid by City to Contractor. The costs for which the Surety may be liable hereunder shall not exceed the amount set forth in the first paragraph hereunder.

The Surety, for value received, for itself, and its successors and assigns, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work of to the specifications.

The Surety expressly agrees that this bond shall be deemed amended automatically and immediately, without formal and separate amendments thereto, upon amendment to the contract increasing the contract price not more than twenty percent (20%), so as to bind the Contractor and the Surety to the full and faithful performance of the contract as so amended.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20_____

PRINCIPAL

ATTEST:

BY: _____
(PRINCIPAL'S REPRESENTATIVE)

(WITNESS AS TO PRINCIPAL)

SURETY

BY: _____
(SURETY ATTORNEY-IN FACT)

(SURETY SECRETARY)

NAME: _____ TITLE: _____

SEAL

(WITNESS AS TO SURETY)

(SURETY ADDRESS)

NOTES:

1. The date of the bond shall not be earlier than the date of or a date after the date of agreement.
2. The Surety Company shall be authorized to transact business *in* the State of New Jersey and have sufficient resources to issue the Bond.
3. If the contractor is a partnership, all partners shall execute the Bond.

10.3 Vehicle Dedication Affidavit

Affidavit

State of New Jersey }

County of MORMOUTH }SS: City of Asbury Park
Solid Waste Materials
Collection ServiceI, THOMAS W. DELISA II, am the
(Name of Affiant)PRESIDENT

(Owner, Partner, President, Corporate Officer)

of the DELISA DEMOLITION, INC. and being duly sworn, I depose and say:
(Name of Bidder),

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Mayor and Council rely upon the truth of the statements contained in this affidavit and in said bid proposal in signing the contract for said project.

At all times during the performance of the collection contract, I agree to commit, for use only in the City of Asbury Park, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in the City of Asbury Park is not feasible, that the City will not be responsible for disposal costs for waste generated outside of the City of Asbury Park.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the City of Asbury Park to damages arising therefrom.

THOMAS W. DELISA II
DELISA DEMOLITION, INC. d/b/a
DELISA WASTE SERVICES

Name of Firm or Individual

PRESIDENT

Title

Signature

Th. W. Delisa II

Date

10-31-2020

Subscribed and sworn to before me this

31ST day of OCTOBER 2015Donna L. LaingNotary Public of STATE OF NEW JERSEYMy commission expires MAY 3, 20 22.

DONNA L. LAING
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 3, 2022

10.4 Certificate of Insurance.

Certificate supplied by contractor.

10.5 Affirmative Action Affidavit

State of New Jersey }

County of Monmouth }SS: City of Asbury Park
Solid Waste Materials
Collection ServiceI, THOMAS W. DELISA II, of the ^{TWP.} city of NEPTUNE
(Name of Affiant)in the State of NEW JERSEY being of full age and duly sworn according to
law, on my oath depose and say that:I am employed by the firm of DELISA DEMOLITION, Inc. the bidder submitting the Bid
(Name of Bidder)Proposal for the above named project, in the capacity of President, and I have
(Title of Affiant)executed the Bid Proposal with full authority to do so. Further, the bidder will comply with
the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors comply
with the provisions of Public Law 1975, Chapter 127.THOMAS W. DELISA II
DELISA DEMOLITION, INC.DELISA WASTE SERVICES

Name of Firm or Individual

PRESIDENT

Title

TH W DEL II

Signature

10-31-2020

Date

Subscribed and sworn to before me this

31ST day of OCTOBER 2020Donna L. Laing
Notary Public of STATE OF NEW JERSEYMy commission expires MAY 3, 2022

10.6 Acknowledgement of Receipt of Addenda

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
<u># 1</u>	<u>11/13/20</u>	<u>J.D.</u>
<u># 2</u>	<u>12/4/20</u>	<u>J.D.</u>
<u># 3</u>	<u>12/9/20</u>	<u>J.D.</u>

No addenda were received: ☐

Acknowledged for: DELISA DEMOLITION INC.
(Name of Bidder)

By: Th. W. Delisa II
(Signature of Authorized Representative)

Name of above: Thomas W. DELISA II
(Print or Type)

Title: President

Date: 12/9/20

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

The contractor and the City of Asbury Park, (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. §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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

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

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Notice to Bidders

Notice is hereby given that sealed proposals will be received by the City of Asbury Park, Monmouth County, New Jersey for "Solid Waste and Recyclable Materials Collection Service" and publicly opened and read aloud at the Asbury Park City Hall Council Chambers, One Municipal Plaza, Asbury Park, New Jersey on Thursday, December 17, 2020 at 11:00 a.m., prevailing time. The City of Asbury Park is soliciting bid proposals from solid waste and recycling collectors interested in providing collection and disposal services for a period of three years to commence on January 1, 2021.

Bid specifications for the proposed work are available in the office of the Director of Purchasing in City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, and may be inspected by prospective bidders during the business hours of 10 AM – 4 PM. Electronic requests therefore can be made via email to the Purchasing Agent at tracy.lizardi@cityofasburypark.com or online at: www.cityofasburypark.com.

Proposals must be made on the Standard Proposal Forms in a manner designated in the Contract Documents, must be enclosed in sealed envelopes bearing the name and address of the Bidder and the name of the work on the outside addressed to the Director of Purchasing, City of Asbury Park and must be accompanied by a Statement of Consent of Surety from a Surety Company authorized to do business in the State of New Jersey and listed in Treasury Department Circular 570 and a bid guarantee for not less than ten percent (10%) of the bid except that the bid guarantee shall not exceed \$20,000.00.

The bid guarantee may be either a certified check or cash payable without any conditional endorsement as a guarantee that in case the contract is awarded to the Bidder, he will within ten (10) days thereafter execute such contract and furnish satisfactory performance bond. Upon failure to do so, he shall forfeit the deposit as liquidated damages and the acceptance of the bid will be contingent upon the fulfillment of this requirement by the Bidder. No interest shall be allowed upon any such certified check or cash. A bid bond in the amount of ten (10%) percent of the bid may be submitted for certified check or cash.

The consent of surety shall guarantee that if the proposal of the Bidder be accepted, they will furnish the bond set forth in the Contract Documents and the acceptance of the bid will be contingent upon the fulfillment of this requirement.

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

The City of Asbury Park reserves the right to require a complete financial and experience statement from prospective bidders showing that they have satisfactorily completed work of this nature required before awarding a contract to any bidder.

During the performance of this contract the Contractor shall comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27 – Affirmative Action); all requirements of the State of New Jersey Worker Health and Safety Act (N.J.A.C. 12:110 et seq.) as amended; the United

States Occupational Safety and Health Act (OSHA) (29 CFR 1910), as amended with regard to worker and jobsite safety; P.L. 1977, C. 33, Disclosure of Interests; and the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, effective January 1, 1964, all as amended and supplemented.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening thereof. The successful bidder will be required to furnish a surety company bond in the full amount of the contract price indemnifying the City of Asbury Park, New Jersey for all proceedings, suits or actions or any kind of description and conditional for the faithful performance of the work.

Tracy A. Lizardi
Director of Purchasing
October 16, 2020

Attachment I
Municipal Data – City of Asbury Park

RESIDENTIAL SOURCES:

Single Family/Condo/Townhouse	3,045
Multi-Family	1,617 approximately 661 locations
Apartments	3,597 approximately 124 locations
Total	8,259
Containers	None

COMMERCIAL SOURCES:

Total	362 approximately
Containers	None

INSTITUTIONAL SOURCES:

Schools	N/A
Other	N/A
Total	N/A
Containers	See Section 5.3

MUNICIPAL SOURCES:

Municipal Buildings	Three- Municipal Complex, Fire Dept & Sewer Plant
Litter Baskets	Approximately 225
Other	Two – Library, Housing Authority
Total	230
Containers	See Section 5.3

TONNAGE REPORT (Year 2019):

Solid Waste:

Bulky Waste	398.66 TONS
MSW/Household	8532.89 TONS
Total	8931.55 TONS
MSW/Commercial	Estimated at 15% of household tonnage - 1279.94

RECYCLING TONNAGE REPORT (Year 2019):

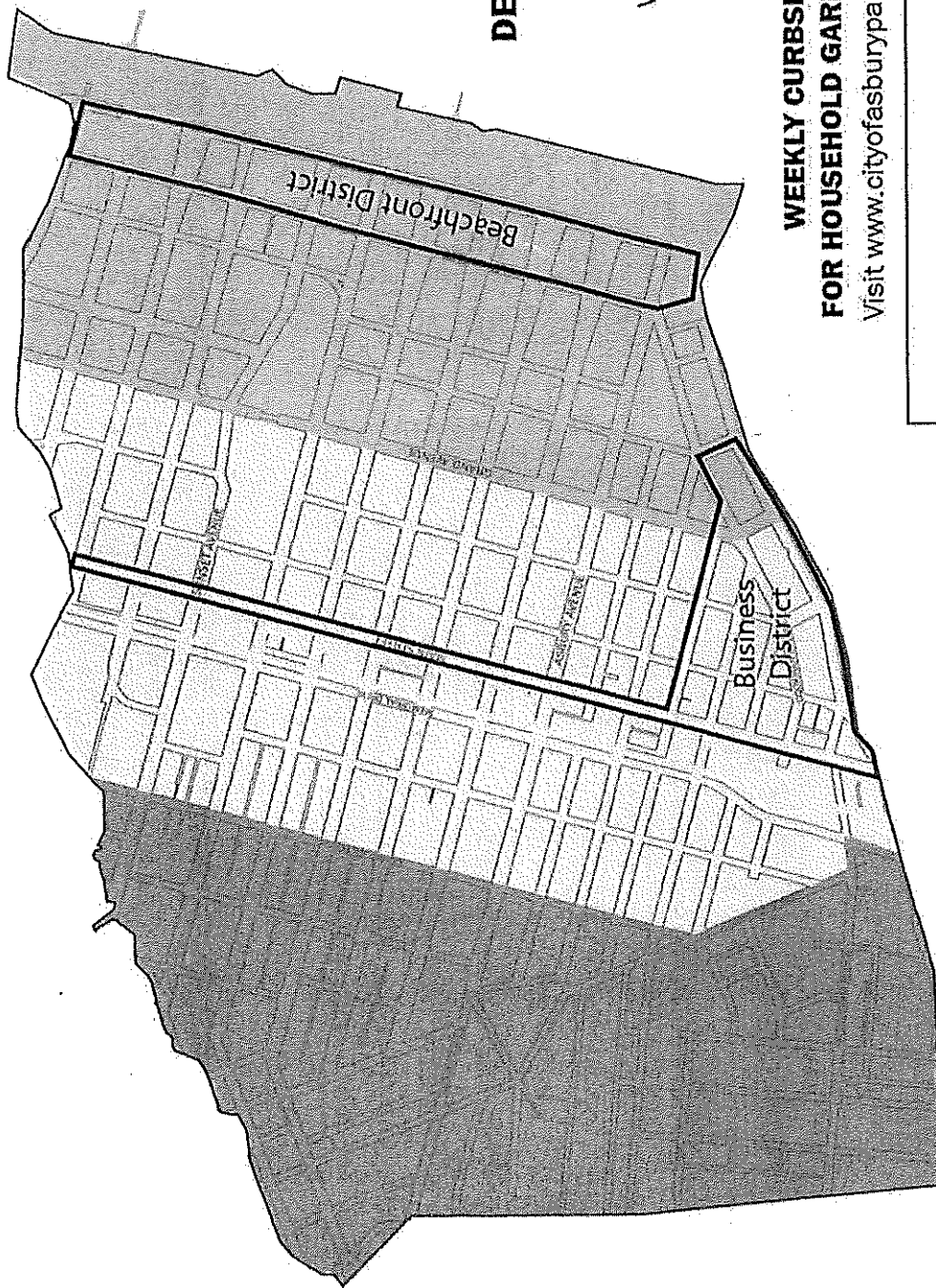
Corrugated Cardboard	368.12 TONS
Newspaper	125.77 TONS
Mixed Paper	144.16 TONS
Plastic Containers	59.27 TONS
Glass	118.56 TONS
Aluminum	26.72 TONS

POPULATION: 15,409 (Based upon the estimated July 1, 2019 U.S. Census)

AREA: 1.5 Square Miles

TOTAL ROAD MILES: 38

**Attachment II
City of Asbury Park Map**



DEPARTMENT OF PUBLIC WORKS

9 Main Street
732-775-0900
www.cityofasburypark.com/dpw

WEEKLY CURBSIDE COLLECTION SCHEDULE FOR HOUSEHOLD GARBAGE, BULK WASTE & RECYCLING

Visit www.cityofasburypark.com/dpw for collection regulations.

Zone	Household Garbage	Bulk Waste	Recycling	Zone Description
1	Monday & Thursday	2nd & 4th Thursday	Tuesday	All areas east of, and including, Grand Avenue
2	Tuesday & Friday	2nd & 4th Friday	Wednesday	All areas between Grand Avenue & Comstock Street
3	Wednesday & Saturday	2nd & 4th Saturday	Thursday	All areas west of, and including, Comstock Street & Prospect Avenue

Garbage and recycling containers can be set at the curbside no earlier than 5pm the day before collection and must be removed from the curbside by 6pm the day of collection. (Ordinance # 19-2.1)

Household garbage pick-up is canceled on New Year's Day, Thanksgiving Day and Christmas Day.

Recycling pick-up is canceled on municipal holidays.

When cancellations occur, household garbage and recycling pick-up will take place on the next scheduled pick-up day.

Attachment: DELISA DEMOLITION PROPOSAL 12-18-20 (2021-71 : Awarding a contract for Solid Waste Collection Services to Delisa

**CITY OF ASBURY PARK
CITY COUNCIL CHAMBERS
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712**

CONTRACT FOR SOLID WASTE & RECYCLABLES COLLECTION SERVICES

TERM: Commencing January 1, 2021 and ending December 31, 2023 in accordance with the terms of the bid specifications and N.J.A.C. 7:26H-6 et seq. At the discretion of the Mayor and Council of the City of Asbury Park, and pursuant to N.J.S.A. 40A:11-15 (45), this contract can be extended for one two-year or two one-year extensions.

This agreement entered into this _____ day of _____, 20__ between DeLisa Demolition, Inc. d/b/a DeLisa Waste Services party of the first part, and the City of Asbury Park, party of the second part.

WITNESSETH:

WHEREAS, the party of the first part has agreed to furnish the party of the second part certain articles, commodities, and/or services described in a proposal opened in the City Council Chambers on December 17, 2020 in strict accordance with the prices and all of the specifications, terms and conditions listed in said proposal.

NOW, therefore, the City of Asbury Park, in consideration of the part of the first part furnished as aforesaid articles, commodities, and/or services will pay, or cause to be paid, to said party of the first part the sum or sums listed in the proposal upon the production of a City voucher showing that said articles, commodities, and/or services have been furnished in all respects, according to the aforementioned specifications, terms and conditions and prices offered in the proposal.

IN WITNESS THEREOF, the party of the first part has hereunto set his hand and seal, and the party of the second part has caused this Agreement to be signed and sealed the day and year first above written. The proposal referred to in this Contract is made a part as fully and to the same extent as if copied at length herein.

Period of Contract: Commencing January 1, 2021 and ending December 31, 2023 in accordance with the terms of the bid specifications and N.J.A.C. 7:26H-6 et seq. At the discretion of the Mayor and Council of the City of Asbury Park, and pursuant to N.J.S.A. 40A:11-15 (45), this contract can be extended for one two-year or two one-year extensions.

Amount: \$ _____

Signed, sealed and delivered in the presence of:

(Witness)

Thomas W. DeLisa II, President DeLisa Demolition, Inc.

City of Asbury Park

By: _____

Mayor

Approved as to Form: _____

Deputy Mayor

Attested to: _____

City Manager

Certificate Number
626315

Registration Date: 10/07/2020
Expiration Date: 10/06/2021



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Delisa Waste Services
2020

Responsible Representative(s):
Thomas Delisa, President

A handwritten signature in black ink, appearing to read "R. Asaro-Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Attachment: DELISA DEMOLITION PROPOSAL 12-18-20 (2021-71 : Awarding a contract for Solid Waste Collection Services to Delisa

**NJDEP - CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY
(CPCN)**

**ANNUAL UTILITY REPORT
FOR SOLID WASTE
COLLECTORS/TRANSPORTERS
AND BROKERS**

CALENDAR YEAR 2019

DUE SEPTEMBER 8, 2020

**Note: This Report has been changed substantially since last year.
This Utility Report is not the Annual A-901 Update submitted to the
Attorney General's Office!**

What you need to know about the:

2019 SOLID WASTE ANNUAL UTILITY REPORT:

The 2019 Annual Utility Report has been divided into separate parts: Section A for Collector/Transporter Operations and Section B for Broker Operations.

Your 2019 Solid Waste Annual Utility Report (Annual Report) is due no later than **SEPTEMBER 8, 2020**

You are **required** to submit this report even if there was **no activity** during calendar year 2019 **OR** if you discontinued service during calendar year 2019.

If you have discontinued service during calendar year 2019 you are required to report all revenue generated as of the date of discontinuance.

This report is NOT the annual A-901 update which you are required to submit separately to the Office of the Attorney General.

REVIEW AND ASSESSMENT OF THE ANNUAL REPORT

Your Annual Report will be reviewed for completeness, verified and approved by NJDEP.

An annual fee assessment will be calculated at the rate of $\frac{1}{4}$ of 1% of your reported gross operating revenue with a \$600 minimum fee. The Department of Treasury, Division of Revenue will mail your invoice to you directly. Please promptly pay this fee assessment directly to the Division of Revenue and include the invoice with your payment.

Do Not Send Your Payments to the NJDEP

It is important that you submit payment promptly as NJDEP is required to refer all overdue fees to Collections within 90 days of the date the fee is assessed.

PROMPTLY MAIL BOTH THE INVOICE AND YOUR PAYMENT DIRECTLY TO TREASURY AT THE ADDRESS LISTED BELOW:

New Jersey Department of Treasury
Division of Revenue
PO Box 417
Trenton NJ 08646-0417

If you have any questions about the 2019 Annual Utility Report please contact the Bureau of Planning & Licensing
Phone: (609) 984-4250
E-mail: swutility@dep.nj.gov

Important Note: Due to the Public Health Emergency all employees of the Economic Regulation Unit are currently working remotely. E-mail is the preferred and faster method of communication. Phone messages to the above number will be returned in most cases within 24 hours

ELECTRONIC SIGNATURE & DIGITAL NOTARY REQUIRED:

All signatures in this report must be affixed using the electronic signature method within Adobe Acrobat Reader. In addition, a digital notarization is required pursuant to N.J.S.A. 12A:12-11.

Digital Notary Explanation: The State of New Jersey allows an electronic signature of a person authorized to perform notary services for a record that is made under oath. This Annual Report includes an oath to be made by the "Proprietor, Partner, President or other principal officer of the utility."

FAILURE TO FILE A COMPLETED ANNUAL REPORT:

You must submit a **COMPLETED** Annual Report and pay the appropriate assessment or your company may be subject to any/all of the following:

- A hold placed on your company's registered decals
- Your company may be subject to penalties
- Your company may have its CPCN revoked in accordance with N.J.A.C. 7:26H-5.15(f)1

If you no longer wish to participate in New Jersey's solid waste industry, please fill out the Notice of Surrender form found at the end of this report and mail as directed.

- Note: If you surrender you may still be required to pay the annual utility assessment for the previous calendar year.

2019 ANNUAL UTILITY REPORT CHECKLIST:

- ☐ DOWNLOAD THE ANNUAL REPORT AND INSTRUCTIONS FOR COMPLETING THE REPORT AT: <https://www.state.nj.us/dep/dshw/swpl/cpcn.html>
- ☐ This report must be downloaded to your computer and completed using the fillable PDF file. Paper copies of the annual report will no longer be accepted.
- ☐ This report must be completed and returned signed and notarized even if there was no solid waste activity in calendar year 2019.
- ☐ Type your **CPCN SW number** (4-digits, beginning with 0, 1, 2 or 3) at the upper right-hand corner of Page 2. The SW number will automatically be entered on each subsequent page.
- ☐ File this report in the solid waste utility's certificate name *exactly* as shown on the CPCN.
- ☐ COMPLETE EVERY QUESTION. Indicate "N/A" for all questions that are not applicable to your company and its operations.
- ☐ SIGN and NOTARIZE this Annual Report as per the instructions manual (Section 2E - page 4).
- ☐ Keep a copy of this Annual Report for your records pursuant to N.J.A.C. 7:26H-1.20.
- ☐ Submit a Customer List (if applicable – see page 11 for instructions for collectors/transporters, and page 23 for instructions for brokers). Customer Lists for companies that are Collectors/Transporters and Brokers must be submitted on separate pages that may be attached using the **Attach Files** button on those pages.
- ☐ Accurately report Gross Operating Revenue. Gross Operating Revenues consist of reportable revenues which are derived from customer bills, fees, sales and services for certain types of solid waste (defined on page 5).

PLEASE E-MAIL COMPLETED, SIGNED AND NOTARIZED ANNUAL UTILITY
REPORT TO swutility@dep.nj.gov:

GROSS OPERATING REVENUE **REPORTABLE AND NON-REPORTABLE REVENUE**

The Gross Operating Revenue generated from the collection or brokering of solid waste in New Jersey is required to be reported in the Collector/Transporter and Broker Utilities Annual Report in accordance with N.J.S.A. 48:2-60:

Reportable Waste includes revenue derived from the collection/transportation, brokering, and/or disposal of the following solid waste types:

Waste Type ID 10, 12, 13, 13C, 23, 25, 27, 27A and 27I

(See next page for detailed descriptions of Waste Types)

- That is **generated in NJ** and directly transported to a disposal facility **in or out of NJ**.
- That is **generated in NJ** and transported to a transfer station, landfill, incinerator, or rail carrier in NJ.
- That is residual waste (waste remaining after recyclable material has been removed) from a transfer station/material recovery facility and directly transported to a disposal facility in or out of NJ, or transported to a rail carrier in NJ.
- Important Note: If you have an A-901 you cannot claim “self-generated” waste. Self-generators are exempt from holding an A-901 license and must be registered as such with the NJDEP Transportation Oversight Unit. Solid waste that is considered “self-generated” as in demolition and construction **IS** considered reportable waste for all companies that hold a CPCN.

NON-REPORTABLE GROSS OPERATING REVENUE:

- Waste not generated in NJ
- ID 72 Bulk liquid and semi-liquids
- ID 73 Septic tank clean-out wastes
- ID 74 Liquid sewage sludge
- Grease Trap Waste disposed at sewage treatment plant
- Waste collected from a NJ transfer station or rail carrier and directly transported out of NJ for disposal
- Recyclable material hauled to a recycling facility
- Hazardous Waste
- Medical Waste

NEW JERSEY ADMINISTRATIVE CODE N.J.A.C. 7:26-2:13

(g) Waste identification and definition of solids includes the following:

1. Solid wastes; waste ID number and definitions:

- i. **10 Municipal** (household, commercial and institutional): Waste originating in the community consisting of household waste from private residences, commercial waste which originates in wholesale, retail or service establishments, such as, restaurants, stores, markets, theatres, hotels and warehouses, and institutional waste material originated in schools, hospitals, research institutions and public buildings.
- ii. **12 Dry sewage sludge:** Sludge from a sewage treatment plant which has been digested and dewatered and does not require liquid handling equipment.
- iii. **13 Bulky waste:** Large items of waste material, such as appliances and furniture. Discarded automobiles, trucks and trailers and large vehicle parts, and tires are included under this category.
- iv. **13C Construction and demolition waste:** Waste building material and rubble resulting from construction, remodeling, repair, and demolition operations on houses, commercial buildings, pavements and other structures. The following materials may be found in construction and demolition waste: treated and untreated wood scrap; tree parts, tree stumps and brush; concrete, asphalt, bricks, blocks and other masonry; plaster and wallboard; roofing materials; corrugated cardboard and miscellaneous paper; ferrous and non-ferrous metal; non-asbestos building insulation; plastic scrap; dirt; carpets and padding; glass (window and door); and other miscellaneous materials; but shall not include other solid waste types.
- v. **23 Vegetative waste:** Waste materials from farms, plant nurseries and greenhouses that are produced from the raising of plants. This waste includes such crop residues as plant stalks, hulls, leaves and tree wastes processed through a wood chipper. Also included are non-crop residues such as leaves, grass clippings, tree parts, shrubbery and garden wastes.
- vi. **25 Animal and food processing wastes:** Processing waste materials generated in canneries, slaughterhouses, packing plants or similar industries, including animal manure when intended for disposal and not reuse. Also included are dead animals. Animal manure, when intended for reuse or composting, is to be managed in accordance with the criteria and standards developed by the Department of Agriculture as set forth at N.J.S.A. 4:9-38.
- vii. **27 Dry industrial waste:** Waste materials resulting from manufacturing, industrial and research and development processes and operations, and which are not hazardous in accordance with the standards and procedures set forth at 7:26G. Also included are nonhazardous oil spill cleanup waste, dry nonhazardous pesticides, dry nonhazardous chemical waste, and residue from the operations of a scrap metal shredding facility.
- viii. **27A** Waste material consisting of asbestos or asbestos containing waste.
- ix. **27I** Waste material consisting of incinerator ash or ash containing waste.

(h) Waste identification and definition of liquids include the following:

1. Liquid wastes; waste ID number and definitions:

- i. **72 Bulk liquid and semiliquids:** Liquid or a mixture consisting of solid matter suspended in a liquid media which is contained within, or is discharged from, any one vessel, tank or other container which has the capacity of 20 gallons or more. Not included in this waste classification are septic tank clean-out wastes and liquid sewage sludge.
- ii. **73 Septic tank clean-out wastes:** Pumpings from septic tanks and cesspools. Not included are wastes from a sewage treatment plant.
- iii. **74 Liquid sewage sludge:** Liquid residue from a sewage treatment plant consisting of sewage solids combined with water and dissolved materials.

2019 CPCN ANNUAL REPORT FOR COLLECTORS/TRANSPORTERS AND BROKERS

FILL IN ALL INFORMATION BELOW:

CHECK ALL THAT APPLY:

☐ COLLECTOR/TRANSPORTER

☐ BROKER

1. INFORMATION

***Required: Working Contact Information**

*OFFICIAL COMPANY NAME: DeLisa Demolition Inc.

(This is the name registered with the Division of Commercial Recordings)

*EMAIL: contact@delisawasteservices.com

*STREET ADDRESS: 101 Commerce Drive

*CITY, STATE, ZIP Tinton Falls New Jersey 07753

*FEIN (or LAST 4# OF SS# FOR SOLE PROPRIETOR): 22-3634028

*OFFICE TELEPHONE: (732)988-2525

*CELL PHONE: (848)667-2525 FAX NUMBER: (732)988-8333

WEBSITE: delisawasteservices.com

*BILLING/MAILING ADDRESS: ☐ CHECK HERE IF SAME AS ABOVE:

STREET ADDRESS: 101 Commerce Drive

CITY, STATE, ZIP Tinton Falls New Jersey 07753

2. LIST OFFICERS AND EQUITY HOLDERS:

*Name	Thomas W. DeLisa II	*Title	President	*Equity	100
-------	---------------------	--------	-----------	---------	-----

Name	Title	Equity
------	-------	--------

Name	Title	Equity
------	-------	--------

3. NAME OF REGISTERED AGENT(Out of State Companies): Thomas W. DeLisa II

STREET ADDRESS: 101 Commerce Drive

CITY, STATE, ZIP Tinton Falls New Jersey 07753

TELEPHONE: (732)988-2525

CELL PHONE: (848)667-2525 FAX NUMBER: (732)988-8333

Duplicate This Page

Packet Pg. 243

4. **VEHICLE INFORMATION FOR YOUR SOLID WASTE TRANSPORTATION EQUIPMENT:**

Provide the **number** of solid waste vehicles that require NJDEP issued decals owned and/or operated (include leased vehicles) by the CPCN holder as of **December 31, 2019**.

_____	NO EQUIPMENT
11 _____	CABS (does not hold waste)
303 _____	CONTAINERS (roll off)
39 _____	SINGLE UNIT VEHICLES (eg. pickup trucks, vans, dump truck)
_____	TRAILERS

5. **VEHICLE LOCATION:** Provide the address of the location of where your solid waste vehicles are stored.

Address:

101 Commerce Drive

City, State, Zip:

Tinton Falls, NJ 07753

6. **DID YOUR COMPANY USE A SOLID WASTE BROKER SERVICE?** ☒ NO ☐ YES:

If YES please see Page 16.

7. **DOES YOUR COMPANY OR ITS PRINCIPALS HAVE ANY CURRENT OR OUTSTANDING JUDGMENTS AND/OR LIENS?** ☒ NO ☐ YES: You must provide the information below for EACH (label and attach a separate page if necessary):

Name: _____

Address: _____

City, State, Zip: _____

Provide a brief description: _____

☐ Check here if additional pages are attached

8. **HAS ANY EMPLOYEE, ASSOCIATE, OFFICER, OR EQUITY HOLDER HAD THEIR SOLID WASTE OPERATING AUTHORITY REVOKED OR SUSPENDED IN NEW JERSEY OR NEW YORK?** ☒ NO ☐ YES: You must provide the name and details concerning this revocation or suspension (label and attach a separate page if necessary):

Name: _____

Address: _____

City, State, Zip: _____

State(s) the revocation or suspension occurred: _____

Provide a brief description: _____

☐ Check here if additional pages are attached

9. **DID YOUR COMPANY SUBCONTRACT SOLID WASTE SERVICES TO ANOTHER SOLID WASTE COLLECTOR/TRANSPORTER IN 2019?** ☒ NO ☐ YES:

You must provide the information below for EACH subcontract (label and attach a separate page if necessary):

“Subcontractor” is any person who engages in the storage, collection, processing, transfer, treatment, or disposal of solid waste *through the use, control or possession of any solid waste vehicle*, pursuant to an oral or written agreement entered into with a prime contractor.

Subcontractor (Solid Waste Hauler Used)	Gross Revenue Received from Customer *	Total Amount Paid to Subcontractor (Hauler)

*Please note the amounts entered in this column will be automatically added to your gross revenue on page 21.

10. **DID YOUR COMPANY ACCEPT AN OFFER TO SUBCONTRACT SOLID WASTE SERVICES FOR ANOTHER SOLID WASTE COLLECTOR/TRANSPORTER IN 2019?** ☐ NO ☒ YES:

You must provide the information below for EACH subcontracting job that your company performed in 2019 (label and attach a separate page if necessary):

Prime Contractor (Solid Waste Hauler that Hired Your Company)	County of Subcontracting Job	Total Amount Received from Prime Contractor **
Meadowbrook Industries	Monmouth	\$ 1,394.00
Solterra Recycling Solutions	Monmouth	\$ 4,668.00
Republic Services	Monmouth	\$ 3,033.00

**Please note the amounts entered in this column will NOT link to your gross revenue and must be reported accordingly on the disposal page.

DESCRIPTION OF BUSINESS

Provide a detailed description of your business in the space below. Include the type of business and all solid waste services offered by your company.

DO NOT INDICATE "N/A" ON THIS PAGE

DeLisa Demolition offers a complete range of solid waste collection services including:
Residential solid waste collection
Municipal solid waste collection
Commercial solid waste collection
Container solid waste collection
Recyclable material collection

Section A:

The following section must be completed by Solid Waste Collectors/Transporters. This includes any CPCN holder that has registered solid waste vehicles and/or collects/transport and disposes of solid waste at solid waste disposal facilities.

Solid Waste Brokers are not required to complete Section A and should continue on to Section B of this report (page 23).

SECTION A

TARIFF UPDATE (2019)

****Form must be completed by ALL SOLID WASTE COLLECTOR/ TRANSPORTERS****

This tariff contains the terms and conditions and schedules of rates governing the services furnished by a public utility and holder/applicant of a Certificate of Public Convenience and Necessity for the collection of solid waste pursuant to N.J.A.C. 7:26H-4.2(a).

Please fill in **ALL** information below:

1. TERRITORY SERVED:

Solid waste collection services provided by this solid waste utility are in the counties of:
(check all that apply)

Check all that apply

- | | | |
|--|--|-----------------------------------|
| ☐ All New Jersey Counties | ☐ Gloucester | ☐ Passaic |
| ☐ Atlantic | ☐ Hudson | ☐ Salem |
| ☐ Bergen | ☐ Hunterdon | ☐ Somerset |
| ☐ Burlington | ☐ Mercer | ☐ Sussex |
| ☐ Camden | ☐ Middlesex | ☐ Union |
| ☐ Cape May | ☒ Monmouth | ☐ Warren |
| ☐ Cumberland | ☐ Morris | |
| ☐ Essex | ☒ Ocean | |

By filing this updated Tariff Document, the company named above agrees to conform with all rules and regulations promulgated by the District Solid Waste Management Plans and the NJ Department of Environmental Protection in accordance with N.J.S.A. 48:13A-1 et seq., and N.J.S.A. 13:1E-1 et seq.

2. HOURS OF OPERATION:

<u>HOURS:</u>	☒ MON	☒ TUES	☒ WED	☒ THURS	☒ FRI	☒ SAT	☐ SUN
	08:00 AM	08:00 AM	08:00 AM	08:00 AM	08:00 AM	08:00 AM	AM
	04:30 PM	04:30 PM	04:30 PM	04:30 PM	04:30 PM	12:00 PM	PM

OR: ☐ 24 HRS / 7 DAYS A WEEK

☐ 24 HRS / 7 DAYS A WEEK OTHER THAN THE HOLIDAYS LISTED BELOW

On which Holidays do you **NOT** provide services? :

Thanksgiving, Christmas, New Year's Day

When a scheduled collection day occurs on a listed holiday, collection will be made on the next scheduled collection day. In those cases where collection is scheduled on one collection-per-week basis, collection will be made as soon as possible.

SECTION A

3. PROVIDE A BLANK SAMPLE INVOICE AND ATTACH TO REPORT**Attach Files****4. SPECIAL CHARGES ON INVOICE:** (ex: late fees, fuel, paper billing, mileage)

Administrative fee, fuel surcharge

5. METHOD OF BILLING:

Please list the billing and payment procedures (example: invoicing)

Residential and commercial container service billed in advance. Municipal service billed in arrears,

6. TYPES OF SERVICE AND DETAILS

Any disposal fees must be a part of the invoice and separate from the services charge

N.J.A.C. 7:26H-4.4(b)(3)

Type of Service	Capacity of truck/container	Rate (fee amount / service)
<i>Examples: roll off, pick up, container rental</i>	<i>Examples: 10 yards, 100 tons</i>	<i>Examples: (\$/week) (\$/ton) (\$/pick up)</i>
See Attached Tariff		

7. ADDITIONAL INFORMATION: Provide any other pertinent Tariff information or explanations:

INSTRUCTIONS FOR CUSTOMER LISTS/CUSTOMER SERVICE AREA INVENTORY:

Customer information must be provided in accordance with N.J.A.C 7:26H- 5.9(c):
Customer lists must contain all of the names and addresses for each (regularly scheduled)
residential, commercial, industrial, and institutional customer.

CUSTOMER LIST FORMAT

The list should be organized by municipality and sequentially numbered and set forth in numerical order by street address with the streets set forth in alphabetical order. Additionally, the Department is requesting the frequency of service, a description of service and the rates charged:

****All Customer Lists submitted to the Department are confidential
and not subject to public review N.J.A.C 7:26H-5.9(c)(4)****

SAMPLE

<u>Customer #</u>	<u>Name</u>	<u>Address</u>	<u>Service Provided</u>	<u>Rate Charged</u>	<u>Frequency of Service</u>
1.	ABC	One A Street, Allentown, NJ 10000	Roll off	Amount / Service	weekly
2.	DCE	One B Street, Allentown, NJ 10000	Curb side pick up	Amount / Service	2x month
1.	FGH	One A Street, Basking Ridge, NJ 20000	Container rental	Amount / Service	On call
2.	IJK	One B Street, Basking Ridge, NJ 20000	Roll off	Amount / Service	3 x month

Regularly Scheduled Customers: Residential (NOT INCLUDING MUNICIPAL CONTRACTS), commercial and/or industrial customers that receive solid waste collection services on a regular basis, i.e. weekly, monthly, bi-weekly, bi-monthly. Provide the number of customers in the appropriate column for each corresponding county (page 15). **These customers must be provided to the department as part of a separate customer list.**

On-Call Customers: Customers that are provided solid waste collection services on an "on-call" basis. According to N.J.A.C. 7:26H-5.9, **if solid waste collection services were provided more than one time during the year, even though the service locations varied, then these on-call customers must be included on a customer list.**

One- time Customers: Customers that were provided solid waste collection services one time during the year. **You do not need to include these customers in your customer list.**

Municipal Contracts/Residential Contracts: A contract between a municipality and a collector for solid waste collection services. Provide the municipality, the county in which the Municipality is located, and the approximate number of customers that the contract covers.

****If a customer list is required, please submit as an attachment using the
"Attach Files" button below. ****

Attach Files

SECTION A

CUSTOMER SERVICE AREA INVENTORY

<u>MUST BE INCLUDED ON A CUSTOMER LIST</u>					
County	# of Scheduled Residential	# of Scheduled Commercial	# of Scheduled Industrial	# of Repeated On-Call Customers	# of One-Time Only Customers (SERVICE PROVIDED ONCE WITHIN YEAR)
Atlantic					
Bergen					
Burlington					
Camden					
Cape May					
Cumberland					
Essex					
Gloucester					
Hudson					
Hunterdon					
Mercer					
Middlesex					
Monmouth	896	811	248		374
Morris					
Ocean		355			
Passaic					
Salem					
Somerset					
Sussex					
Union					
Warren					

<u>Municipal/ Residential Contracts</u>		
if you need more space, you may create your own spreadsheet using this format and attach it to this report.		
Municipality	County	Approximate # of Customers
Asbury Park	Monmouth	15,788
Belmar	Monmouth	5,719
Freehold Borough	Monmouth	12,052
Lake Como	Monmouth	1,714
Manasquan	Monmouth	5,897
Neptune City	Monmouth	4,827

SECTION A

CUSTOMER SERVICE AREA INVENTORY

<u>MUST BE INCLUDED ON A CUSTOMER LIST</u>					
County	# of Scheduled Residential	# of Scheduled Commercial	# of Scheduled Industrial	# of Repeated On-Call Customers	# of One-Time Only Customers (SERVICE PROVIDED ONCE WITHIN YEAR)
Atlantic					
Bergen					
Burlington					
Camden					
Cape May					
Cumberland					
Essex					
Gloucester					
Hudson					
Hunterdon					
Mercer					
Middlesex					
Monmouth					
Morris					
Ocean					
Passaic					
Salem					
Somerset					
Sussex					
Union					
Warren					

<u>Municipal/ Residential Contracts</u>		
if you need more space, you may create your own spreadsheet using this format and attach it to this report.		
Municipality	County	Approximate # of Customers
Red Bank	Monmouth	12,445
Shrewsbury Borough	Monmouth	3,717

SECTION A

BROKERS USED IN 2019

If your company has **USED** Solid Waste Broker Services, please provide the information below for calendar year 2019. You may prepare your own spreadsheet containing the below information in the same format:
“Brokers” are defined as a person or entity *who for direct or indirect compensation* arranges agreements between a business concern and its customers for the collection, transportation, treatment, storage, recycling, processing, transfer or disposal of solid waste.

A	B	C	D	E
Name of Solid Waste Broker	Address: Street, City, State and Zip	Does your company have and on-going contract with this Broker ?	Broker's CPCN SW #	Total Amount of Payment Received from Broker
Ashpa Management	P.O. Box 972 Lakewood, NJ 08701 732-905-5292	☒ Yes ☐ No	SW 2657	\$ 196,299.50
		☐ Yes ☐ No	SW	
		☐ Yes ☐ No	SW	
		☐ Yes ☐ No	SW	
		☐ Yes ☐ No	SW	

SECTION A

RELATED COMPANIES

List all related companies that operate in New Jersey and any related out-of-state disposal facilities where New Jersey solid waste is sent. **Please include related brokers, collection companies, disposal facilities, truck leasing companies, or real estate leasing companies.**

COMPANY NAME AND ADDRESS	TYPE OF SERVICE RELATED COMPANY PERFORMS	TOTAL FEE PAID TO RELATED COMPANY DURING 2019
DeLisa Realty LLC 101 Commerce Drive Tinton Falls, NJ 07753	Real Estate Leasing	



READ THIS PAGE ENTIRELY BEFORE CONTINUING

**INSTRUCTIONS FOR REPORTING DISPOSAL INFORMATION – PAGE 20
SAMPLE DISPOSAL PAGE FOUND ON PAGE 19**

- 1. Name and Address of Disposal Facility Used During 2019:** Provide the name of the facility that your company has used to dispose of the waste collected by your company. Provide the address of the facility.
- 2. Facility Type:** Circle one.
TS – *Transfer Station*. LF – *Landfill*. RC – *Rail Carrier*. RRF – *Resource Recovery Facility/ Incinerator*
- 3. Waste Type:** Provide the Waste Type ID.
 - ID 10 Municipal (includes household, commercial and institutional)
 - ID 12 Dry Sewage Sludge
 - ID 13 Bulky Waste
 - ID 13C Construction and demolition waste
 - ID 23 Vegetative waste
 - ID 25 Animal and food processing waste
 - ID 27 Dry industrial waste (e.g. “dirty dirt”)
 - ID 27A Waste material consisting of asbestos or asbestos containing waste
 - ID 27I Waste consisting of incinerator ash or ash containing waste
- 4. County Origin of Waste:** The New Jersey county from which your company has collected the waste. **DO NOT RECORD MORE THAN ONE COUNTY IN EACH SPACE.**
- 5. Total Tons Picked up in County:** The total tons of waste your company has collected from the corresponding county.
- 6. Total Tons Disposed at Facility:** The total tons of solid waste that your company disposed at the facility for the year 2019.
- 7. Total Amount of Disposal Fee Paid to Facility:** The total amount your company was charged to dispose of solid waste at the corresponding facility. This information can be found on receipts or on origin and disposal forms obtained from the disposal facility.
- 8. Recycling Tax Paid:** Collectors/transporters disposing of solid waste generated/collected in NJ to an *out of state* facility, or at a *rail carrier* within NJ are subject to a \$3 per ton recycling tax.
- 9. Gross Revenue:** Should not be reported as an estimate; value must be true. Do not subtract “Recycling Tax” or “Total Amount of Disposal Fee Paid to Facility” to determine Gross Revenue. Gross Revenue is the total amount of money the collector has received from the collection of solid waste before any deductions from taxes, disposal fees, and any other associated expenses. **Gross Operating Revenues consist of reportable revenues as described on Page 5, which are derived from customer bills, fees, sales, and services.**

If you require additional pages to report your disposal information, please use the "Duplicate This Page" at the bottom of the Disposal Information page.

SECTION A

DISPOSAL INFORMATION

****Sample Page****

Name and Address of Disposal Facilities Used in 2019	Facility Type	Waste Type	County Origin of Waste	Total Tons Picked up in County	Total Tons Disposed at Facility	Total Amount of Disposal Fee Paid to Facility	Recycling Tax Paid	Gross Revenue
ABC TRANSFER STATION, 300 NORMAL AVE, TRENTON NJ	TS LF RC RRF	13	BURLINGTON	500	500	31,000	NA	75,000
"	TS LF RC RRF	13	MERCER	700	700	43,400	NA	85,000
"	TS LF RC RRF	10	BURLINGTON	200	200	12,400	NA	24,000
COUNTY SAN. LANDFILL, 234 TRASH WAY, TRENTON NJ	TS LF RC RRF	10	BURLINGTON	1000	1000	71,000	NA	150,000
"	TS LF RC RRF	10	MERCER	750	750	53,250	NA	100,000
OUT OF STATE LANDFILL, 54 JUNK DRIVE, PITTSBURGH, PA	TS LF RC RRF	10	MERCER	1000	1000	60,000	3000 (\$3 PER TON)	150,000
	TS LF RC RRF							
	TS LF RC RRF							
Total Gross Revenue:								584,000

SECTION A

DISPOSAL INFORMATION

Please provide the information below for each disposal facility (landfills, transfer stations, rail facilities, incinerators) used by your company for calendar year 2019: (see sample page 19 for an example of a completed page)

Facility Type: TS – *Transfer Station*. LF – *Landfill*. RC – *Rail Carrier*. RRF – *Resource Recovery Facility/ Incinerator*

Gross Revenue: Gross Revenue is the total amount of money the collector has received from the collection of solid waste *before* any deductions from taxes, disposal fees, and any other associated expenses.

Name and Address of Disposal Facilities Used in 2019	Facility Type	Waste Type	County Origin of Waste	Total Tons Picked up in County	Total Tons Disposed at Facility	Total Amount of Disposal Fee Paid to Facility	Recycling Tax Paid	Gross Revenue
Mazza & Sons Shafto Rd Tinton Falls NJ	TS ☒ LF ☐ RC ☐ RRF ☐	13	Monmouth	11,666.00	11,666.00	\$ 941,681.00	\$ 34,998.00	\$ 2,126,581.00
Mazza & Sons Shafto Rd Tinton Falls NJ	TS ☒ LF ☐ RC ☐ RRF ☐	13	Ocean	926.00	926.00	\$ 77,776.00	\$ 2,778.00	\$ 175,640.00
Monmouth County Reclamation Center 	TS ☐ LF ☒ RC ☐ RRF ☐	13	Monmouth	1,070.00	1,070.00	\$ 124,765.00	\$ 3,212.00	\$ 281,755.00
Monmouth County Reclamation Center Shafto Rd Tinton Falls NJ 	TS ☐ LF ☒ RC ☐ RRF ☐	10	Monmouth	40,690.00	40,690.00	\$ 3,515,092.00	\$ 125,070.00	\$ 7,938,069.00
Ocean County Landfill SR 70 Manchester NJ	TS ☐ LF ☒ RC ☐ RRF ☐	10	Ocean	2,994.00	2,994.00	\$ 167,083.00	\$ 8,983.00	\$ 377,321.00
	TS ☐ LF ☐ RC ☐ RRF ☐							
	TS ☐ LF ☐ RC ☐ RRF ☐							
	TS ☐ LF ☐ RC ☐ RRF ☐							
Total Gross Revenue:								\$ 10,899,366.00

Calculate Totals

Duplicate This Page

3.G.7.a

OTHER SOURCES OF GROSS OPERATING REVENUE

Please indicate all sources of revenue derived from other services provided for the collection and/or transportation of solid waste in New Jersey for calendar year 2019. These sources may include but are not limited to: Subcontracting of waste hauling, leasing of vehicles for the collection of solid waste, etc.

[illegible]

SECTION A

GROSS OPERATING REVENUE BY COUNTY FOR SOLID WASTE COLLECTION/TRANSPORTATION SERVICES

Please provide the Gross Operating Revenues derived from any solid waste collected/transported in any New Jersey county during 2019.

**TOTAL AMOUNT COLLECTED FROM EACH COUNTY SHOULD ADD UP TO TOTAL GROSS
OPERATING REVENUE.**

Gross Revenue is the total amount of money the collector has received from the collection of solid waste *before* any deductions from taxes, disposal fees, and any other associated expenses.

**Gross Operating Revenues consist of reportable revenues which are derived from
customer bills, fees, sales and services.**

County	2019 Collector Gross Revenue
Atlantic	0.00
Bergen	0.00
Burlington	0.00
Camden	0.00
Cape May	0.00
Cumberland	0.00
Essex	0.00
Gloucester	0.00
Hudson	0.00
Hunterdon	0.00
Mercer	0.00
Middlesex	0.00
Monmouth	10,346,405.00
Morris	0.00
Ocean	552,961.00
Passaic	0.00
Salem	0.00
Somerset	0.00
Sussex	0.00
Union	0.00
Warren	0.00
Subcontracts (from pg 9)	0.00

Total Gross Operating Revenue
During Calendar Year 2019:

\$ 10,899,366.00

Calculate Totals

Collector Total

END OF SECTION A

Attachment: DELISA DEMOLITION PROPOSAL 12-18-20 (2021-71 : Awarding a contract for Solid Waste Collection Services to Delisa

Section B:

The following section must be completed by Solid Waste Brokers who manage, administer and arrange through a contract or other means, for compensation, the solid waste needs of clients, utilizing other licensed collectors/transporters, in all counties of New Jersey.

Solid Waste Collectors/Transporters who do not have a Solid Waste Broker license, should continue on to page 30 (“Certifications”).

SECTION B

INSTRUCTIONS FOR CUSTOMER INFORMATION/CUSTOMER LISTS FOR BROKERS

Customer information must be provided in accordance to N.J.A.C 7:26H- 5.9(c): Customer lists must contain all of the names and addresses for each (regularly scheduled) residential, commercial, industrial, and institutional customer.

**** SW Brokers are regulated utilities subject to the Solid Waste Utility Control Act N.J.A.C 7:26H and therefore are required to submit a customer list****

CUSTOMER LIST FORMAT

The list should be organized by municipality and sequentially numbered and set forth in numerical order by street address and the streets set forth in alphabetical order. Additionally, the Department is requesting the frequency of service, a description of service and the rates charged.

****All Customer Lists submitted to the Department are confidential and not subject to public review N.J.A.C 7:26H-5.9(c)(4)****

SAMPLE

<u>Customer #</u>	<u>Name</u>	<u>Address</u>	<u>Service Provided</u>	<u>Rate Charged</u>	<u>Frequency of Servi</u>
1.	ABC	One A Street, Allentown, NJ 10000	Roll off	Amount / Service	weekly
2.	DCE	One B Street, Allentown, NJ 10000	Curb side pick up	Amount / Service	2x month
1.	FGH	One A Street, Basking Ridge, NJ 20000	Container rental	Amount / Service	On call
2.	IJK	One B Street, Basking Ridge, NJ 20000	Roll off	Amount / Service	3 x month

Regularly Scheduled Customers: Residential (NOT INCLUDING MUNICIPAL CONTRACTS), commercial and/or industrial customers that receive solid waste collection services on a regular basis, i.e. weekly, monthly, bi-weekly, bi-monthly. **These customers must be provided to the department as part of a separate customer list.**

On-Call Customers: Customers that are provided solid waste collection services on an "on-call" basis. According to N.J.A.C. 7:26H-5.9, **if solid waste collection services were provided more than one time during the year, even though the service locations varied, then these on-call customers must be included on a customer list.**

One- time Customers: Customers that were provided solid waste collection services one time during the year. You do not need to include these customers in your customer list.

****If a customer list is required, please submit as an attachment using the "Attach Files" button below or on the next page. ****

Attach Files

SECTION B

CUSTOMER SERVICE AREA INVENTORY FOR BROKERS

<u>MUST BE INCLUDED ON A CUSTOMER LIST</u>					
County	# of Scheduled Residential	# of Scheduled Commercial	# of Scheduled Industrial	# of Repeated On-Call Customers	# of One-Time Only Customers (SERVICE PROVIDED ONCE WITHIN YEAR)
Atlantic					
Bergen					
Burlington					
Camden					
Cape May					
Cumberland					
Essex					
Gloucester					
Hudson					
Hunterdon					
Mercer					
Middlesex					
Monmouth					
Morris					
Ocean					
Passaic					
Salem					
Somerset					
Sussex					
Union					
Warren					

Attach Files

SECTION B

COLLECTORS/TRANSPORTERS USED IN 2019

Provide the information below for collectors/transporters hired through brokering services during the calendar year of 2019 for EACH COUNTY. If you need additional space you may duplicate this page with the "Duplicate This Page" button below:

_____ COUNTY (LIST ONLY 1 COUNTY PER FORM)

A	B	C	E
Solid Waste Hauler Used	Does your company have and on-going contract with this Collector/Transporter?	CPCN Number (SW#) of Solid Waste Hauler Used	Total Amount Paid to Hauler
	☐ Yes ☐ No	SW _____	
	☐ Yes ☐ No	SW _____	
	☐ Yes ☐ No	SW _____	
	☐ Yes ☐ No	SW _____	
	☐ Yes ☐ No	SW _____	
	☐ Yes ☐ No	SW _____	

SECTION B

GROSS OPERATING REVENUE BY COUNTY FOR BROKERING SERVICES

Please provide the Gross Operating Revenues derived from all solid waste broker services in New Jersey during 2019.

TOTAL AMOUNT COLLECTED FROM EACH COUNTY SHOULD ADD UP TO TOTAL GROSS OPERATING REVENUE.

Gross Revenue is the total amount of money the collector has received from the collection of solid waste *before* any deductions from taxes, disposal fees, and any other associated expenses

Gross Operating Revenues consist of reportable revenues which are derived from customer bills, fees, sales and services.

County	2019 Broker Gross Revenue
Atlantic	
Bergen	
Burlington	
Camden	
Cape May	
Cumberland	
Essex	
Gloucester	
Hudson	
Hunterdon	
Mercer	
Middlesex	
Monmouth	
Morris	
Ocean	
Passaic	
Salem	
Somerset	
Sussex	
Union	
Warren	

Total Gross Operating Revenue
During Calendar Year 2019:

\$ 0.00

Calculate Totals

Broker Total

END OF SECTION B

CLAIMING ZERO GROSS OPERATING REVENUE FOR COLLECTORS/TRANSPORTERS

Acceptable Reasons for Reporting Zero Gross Operating Revenue

- **Currently Not Operating** – If your company has been inactive in 2019 you must explain why, how long your company has been inactive, and when you intend to resume operation.
- **Collection/Transport/Brokering of Non-Regulated Materials** – Provide details of your operations and provide the solid waste ID or the non-regulated waste that your company collects/transport.
- **Collection/Transport/Brokering of Waste Not Generated in NJ** – Provide details of your operations and the origin of the waste that your company is collecting/transporting.
- **Waste Collected/Brokered to be collected from NJ Transfer Station or Rail Carrier and Transported Out of State** - Provide details of your operations.
- **Other** - Provide a detailed explanation for claiming zero revenue.

Unacceptable Reasons for Reporting Zero Gross Operating Revenue

- **Self-Generated Waste** - Self-generators are exempt from holding an A-901 License and a CPCN. Companies that do hold a CPCN should, therefore, not be reporting waste as “self-generated”.
- **Sub-Contractors**- All utilities holding a CPCN must report revenue regardless of contracting work with other Solid Waste Utilities.

****If you are claiming zero revenue for the calendar year of 2019, see the next page to provide details and certify zero gross operating revenue.***

CERTIFICATION FOR COMPANIES CLAIMING ZERO GROSS OPERATION REVENUE

The certification below should only be completed by CPCN holders that are claiming zero gross operating revenue for calendar year 2019. You must also provide, in detail, the reason you are claiming zero revenue.

ZERO GROSS OPERATING REVENUE CERTIFICATION:

I certify under the penalty of law that this company's reportable Gross Operating Revenue as described on page 5, which are derived from fees, sales, services, and interest from all solid waste collected in NEW JERSEY during 2019 was ZERO dollars (\$0.00).

I also acknowledge that review of financial records of my company may be performed at any time by NJDEP to verify zero gross operating revenue.

I, _____ hold the title of _____ and am
(NAME OF OWNER/AUTHORIZED MEMBER) (TITLE)

duly authorized to sign this Annual Report showing Zero Gross Operating Revenue on behalf

of: _____
(OFFICIAL COMPANY NAME)

Print Name of Owner/Authorized Member Signature of Owner/Authorized Member Today's Date

PROVIDE REASON(S) FOR REPORTING ZERO GROSS ANNUAL REVENUE:

Do not indicate "N/A" if claiming zero revenue

2019 Collectors and Brokers Annual Report
CPCN SW 2366

CERTIFICATIONS

****Please sign the "Customer Bill of Rights" OR check the box below accordingly****

CUSTOMER BILL OF RIGHTS (If you have **Regularly Scheduled Customers**, read and certify)

Regularly scheduled customers are considered residential, commercial, and/or industrial customers that receive solid waste collection services on a regular basis, i.e. weekly, monthly, bi-weekly, bi-monthly

I certify under penalty of the law that I have notified each of my Regularly Schedule Customers at least once this year that solid waste collection services in New Jersey are available on a competitive basis as provided in the Customer Bill of Rights and that I have provided each of my customers with a copy of the customer bill of rights in the form set forth at N.J.A.C. 7:26H-5.12(b). **The Customer Bill of Rights may be downloaded at:** <http://www.nj.gov/dep/dshw/resource/custbillofrights.pdf>

I, Thomas W. DeLisa II hold the title of President and am duly
(NAME OF OWNER/AUTHORIZED MEMBER) (TITLE)

authorized to sign this Customer Bill of Rights on behalf of: DeLisa Demolition, Inc.
(OFFICIAL COMPANY NAME)

<u>Thomas W. DeLisa II</u>	<u><i>Thomas W. DeLisa II</i></u>	<u>10/30/20</u>
Print Name of Owner/Authorized Member	Signature of Owner/Authorized Member	Today's Date

OR

☐ **I DO NOT have Regularly Scheduled Customers**

Regularly scheduled customers are considered, commercial, and/or industrial customers that receive solid waste collection services on a regular basis, i.e. weekly, monthly, bi-weekly, bi-monthly.

Attachment: DELISA DEMOLITION PROPOSAL 12-18-20 (2021-71 : Awarding a contract for Solid Waste Collection Services to DeLisa

VERIFICATION AND OATH FOR 2019 ANNUAL REPORT FILING

NAME OF PERSON COMPLETING THIS FORM:

William McGovern CPA

RELATIONSHIP TO BUSINESS:

Independent accountant

CONTACT NUMBER:

(732) 974-8811

The 2019 Annual Utility Report for Solid Waste Collectors/Transporters and Brokers must be verified and certified by the oath of the President or another principal general officer if other than the respondent and must be approved as a "key employee" as defined by N.J.S.A. 13:1E-127(f).

Oath To be made by the Proprietor, Partner, President or other principal officer of the utility:

Thomas W. DeLisa II

(Insert name of Owner or Officer and Title)

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment" N.J.A.C. 7:26H-5.9(d)

I acknowledge that submitting false information to the Department of Environmental Protection may subject my company to potential enforcement actions, penalties and/or revocation of the A-901 license and CPCN.

Thomas W. DeLisa II Digitally signed by Thomas W. DeLisa II
 Date: 2020.10.30 07:35:39 -04'00'

(Signature of Owner or Officer)

State of New Jersey County of Monmouth

Sworn to and subscribed before me

this 30th day of October 2020

Donna L. Laing

Print Name of Notary Public or Officer Authorized to Administer Oath

Donna L. Laing Digitally signed by Donna L. Laing
 Date: 2020.10.30 07:37:27 -04'00'

Signature of Notary Public or Officer Authorized to Administer Oath

My Commission expires: May 3, 2022



IMPORTANT NOTICE: If your company is NO LONGER in business, please use this form to SURRENDER your A-901, CPCN and Decals, and MAIL to the address below. **DO NOT** submit if your company will continue to engage in NJ's waste industry.

New Jersey Department of Environmental Protection (NJDEP)

Notice of Surrender

A-901 License, Certificate of Public Convenience and Necessity (CPCN) and Waste Transporter Decals

Please read carefully. Legibly print and complete all information below:

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

EMAIL: _____

NAME OF ALL COMPANY OWNER(S): _____;

_____; _____;

Additional Owners? Please check here ☐ and print name(s) on additional sheet

I, _____; hold the title of _____, and hereby
(NAME OF AUTHORIZED OWNER) (TITLE)
notify NJDEP, effective immediately, that I am voluntarily surrendering the A-901 License, CPCN, and all
transporter decals issued to _____, and will no longer engage in the
(COMPANY NAME)
solid and/or hazardous waste business in New Jersey. I am fully aware that I must reapply, and be granted
a license if I intend to re-enter the waste industry in the future.

I agree with these statements above and certify that I am duly authorized to sign and submit this "Notice of Surrender" on behalf of the company, its owners and members.

Print Name of Authorized Owner

Signature of Authorized Owner

Today's Date

Please check boxes below and fill in the correct NUMBERS as indicated:

Certificate of Public Convenience & Necessity (CPCN):

☐ YES: SW# _____ ☐ NO ☐ N/A

NJDEP Solid Waste Transporter Number (SW Hauler ID):

☐ YES: SW ID# _____ ☐ NO ☐ N/A

NJDEP Hazardous Waste Transporter Number (HW Hauler ID):

☐ YES: HW ID# _____ ☐ NO ☐ N/A

Does the company have CURRENT Waste Transporter Decals?

☐ YES*: #SW: _____; #HW: _____ ☐ NO ☐ N/A

Do you have any decal placed on Leased Vehicles/Equipment?

☐ YES* ☐ NO ☐ N/A

*Current transporter decals placed on any owned or leased containers; vehicles; and/or equipment, are inactive upon signature and must be removed immediately and mailed back to NJDEP at the address below.

This completed form, and all decals and cab cards should be mailed to:

Roxanne Feasel, NJDEP A-901
401 E. State St., 2nd Floor West Wing
Mail Code: 401-02C, PO Box 420
Trenton, NJ 08625-0420



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-72

Resolution authorizing the renewal of Office 365 software subscription.



RESOLUTION NO. 2021-72

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

RESOLUTION AUTHORIZING THE RENEWAL OF OFFICE 365 SOFTWARE

WHEREAS, the City has a need for subscription renewal of Office 365 software for various departments within the City; and

WHEREAS, the City has obtained the attached quote:

- CDW-G in the amount of \$30,497.03 off of ESCNJ Contract #18/19-03 Technology Supplies and Services

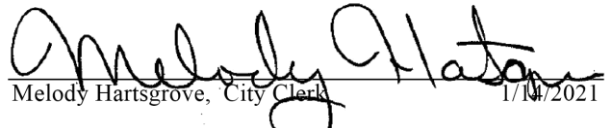
WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$30,497.03; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-01-20-140-000-218 upon the 2021 temporary budget adoption. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the renewal subscription of Office 365 in the amount of \$30,497.03 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of IT, and Director of Purchasing.

I, ANTHONY CUCCI, 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. 2021-72 which was finally adopted by the City Council at a meeting held on the 13th day of January, 2021

CERTIFIED BY ME THIS 13th DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/14/2021

ANTHONY CUCCI
CITY CLERK



QUOTE CONFIRMATION

DEAR JOE DELLARAGIONE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LVNQ939	1/4/2021	MPSA RENEWAL	0876500	\$30,497.03

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Microsoft Exchange Online Plan 2G - subscription license - 1 user</u> Mfg. Part#: AAA-11628-CCD-12MO UNSPSC: 43233501 Electronic distribution - NO MEDIA Contract: Technology Supplies and Services #ESCNJ18/19-03 (18/19-03)	300	3679004	\$89.78	\$26,934.00
<u>Microsoft Office 365 (Plan G1) - subscription license - 1 user</u> Mfg. Part#: AAA-11646-CCD-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Technology Supplies and Services #ESCNJ18/19-03 (18/19-03)	1	3678974	\$89.78	\$89.78
<u>GOV MS MPSA O365 PFGCC USER</u> Mfg. Part#: AAA-11670-CCD-12mo Electronic distribution - NO MEDIA Contract: Technology Supplies and Services #ESCNJ18/19-03 (18/19-03)	75	5930738	\$46.31	\$3,473.25

PURCHASER BILLING INFO		SUBTOTAL	\$30,497.03
Billing Address: CITY OF ASBURY PARK ACCTS PAYABLE 1 MUNICIPAL PLZ **CLAIMANT DECLARATION** ASBURY PARK, NJ 07712-7026 Phone: (732) 775-2100 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$30,497.03
DELIVER TO		Please remit payments to:	
Shipping Address: CITY OF ASBURY PARK JOE DELLARAGIONE 1 MUNICIPAL PLZ INFORMATION TECHNOLOGY ASBURY PARK, NJ 07712-7026 Shipping Method: ELECTRONIC DISTRIBUTION		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Joe Rewick

(855) 822-1196

josrewl@cdw.com

Attachment: CDWG (2021-72 : Authorizing the Renewal of Office 365 Software)

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$30,497.03	\$824.94/Month	\$30,497.03	\$950.59/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-73

Resolution authorizing the purchase of a Ford Chassis Rescue Truck for the FD utilizing the Houston-Galveston Co-Op



RESOLUTION NO. 2021-73

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

RESOLUTION AUTHORIZING THE PURCHASE OF A RESCUE TRUCK FOR THE FIRE DEPARTMENT

WHEREAS, the City has a need to purchase a Ford Chassis Rescue truck for the Fire Department; and

WHEREAS, the City has obtained the attached quote from P.L.Custom Body & Equipment Co., Inc. totaling \$190,000.00 for a Ford Chassis Walk-Around Rescue Truck from the Houston-Galveston Area Council (H-GAC) National Cooperative Contract Number AM 10-110 in which the City is a member with a membership number of ILC18-6583; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to the vendor in an amount listed above and is authorized to purchase from national cooperatives as outlined in LFN 2012-10; and

WHEREAS, no fund shall be expended until N.J.S.A.40A: 2-18 Bond Ordinance Effective Date is met; and

WHEREAS, the City Clerk shall advertise this award as per the requirements of LFN 2012-10; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-180-002. The maximum dollar value of the pending contract is as stated in the resolution.

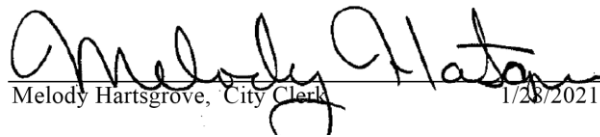
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase of an Ford Chassis Walk-Around Rescue Truck for a total amount of \$190,00.00 from P.L.Custom Body & Equipment Co., Inc; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that no fund shall be expended until N.J.S.A.40A: 2-18 Bond Ordinance Effective Date is met

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

I, ANTHONY CUCCI, 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. 2021-73 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

CERTIFIED BY ME THIS 13th DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/28/2021

ANTHONY CUCCI
CITY CLERK



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract
No.:

AM10-20

Date
Prepared:

11/16/20

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Asbury Park	Contractor:	P.L.Custom Body & Equipment Co., Inc.
Contact Person:	Chief Kevin Keddy	Prepared By:	Jamey Pallitto
Phone:	732-775-2100	Phone:	732-223-1411
Fax:		Fax:	732-223-1164
Email:	kevin.keddy@cityofasburypark.com	Email:	jpallitto@njev.net

Product Code:	WB14	Description:	Walk-Around 12'-6" Rescue, Ford Chassis
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

229,700

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See Additional Sheets			
		Subtotal From Additional Sheet(s):	31,458
		Subtotal B:	31,458

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See Additional Sheets		Subtotal From Additional Sheet(s):	18,400
		Subtotal C:	18,400

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	279,558.00	=	Subtotal D:	279,558
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	
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Subtotal E:	1,000
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F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation	
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Description	Cost	Description	Cost
Rescue 1 Repeat Customer Discount	(25,000.00)		
NJEV Repeat Customer Discount	(25,000.00)		
Stock Vehicle Discount	(40,558.00)		
		Subtotal F:	(90,558.00)

Delivery Date:

Within 60 days from receipt of
Purchase Order.

G. Total Purchase Price (D+E+F):

190,000.

11/16/2020	City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712		PL Custom Emergency Vehicles 2201 Atlantic Avenue Manasquan, NJ 08736		
	PUBLISHED OPTIONS		WB14		
Part No	Description			Qty	Published Options
	= 14'6 Walk Around Commercial - 33.000 =				
	Rescue 1 -New Units - Release 33.00 (For QW Ver.10 Software)				
13-86-3000	Equipment Mounting each			36	\$18,000.00
16-30-1500	License Plate Holder w/LED Lt,Cast Prod Polish, Lt Side Body			1	\$150.00
16-36-1010	DEF Fill Housing, Cast products, Polished (F-Series)			1	\$95.00
42-20-4660	Compartment Open Light, Whelen Vertex Red, Ceiling			1	\$150.00
43-40-1T10	LED Upper Lights, Programmable Non-Synchronized Flash Pattern			1	\$150.00
43-40-1T30	LED Lower Lights, Programmable Non-synchronized Flashing Pattern			1	\$250.00
43-49-8000	(2) Whelen 7x3 Super-LED, Red -Fender, (w-cast flange)			1	\$500.00
43-49-8010	(2) Lower Whelen 500 LED-Grille Light -(2)Red			1	\$350.00
43-49-8020	Lower Grille Flange - F-Series, Fit Specific (pair)			1	\$125.00
44-30-6500	Cab Step ground Illumination Lights, Whelen Super LED			1	\$610.00
44-40-7800	Under Body Ground Lights, On with parking brake			1	\$175.00
48-15-0900	Federal Back-Up Camera w/ 5.6" Flat Panel LCD Monitor			1	\$1,128.00
51-20-4700	Shoreline, Super Auto-Eject 20 amp, Body			1	\$425.00
62-30-2000	Paint Vehicle Rims - Should replace above			1	\$2,500.00
646-70-1012	Lettering Allowance			1	\$6,000.00
65-40-1250	Black Reflective Stripe 4", Straight Beltline			1	\$850.00
			Total		\$31,458.00

Attachment: PL CUSTOM - FD RESCUE TRUCK QUOTE (2021-73 : Authorizing the purchase of a rescue truck for the fire department)

11/16/2020	City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712		PL Custom Emergency Vehicles 2201 Atlantic Avenue Manasquan, NJ 08736	
	<u>UNPUBLISHED OPTIONS</u>		WB14	
Part No	Description		Qty	Un Published Options
	= = 14'6 Walk Around Commercial - 33.000 == Rescue 1 -New Units - Release 33.00 (For QW Ver.10 Software)			
12-RB-R012	COMPARTMENT REAR, RB-2		1	\$5,000.00
15-10-4000	Front body panel, painted		1	\$150.00
15-90-S001	Rub-Rails, Black Polyurethane		1	\$650.00
43-40-R122	Whelen Justice NFPA Lightbar, 56"		1	\$2,628.00
43-40-R148	Whelen Custom Lighting, Upper, Black Flanges		1	\$1,680.00
43-40-R149	Whelen Custom Lighting, Lower, Black Flanges		1	\$1,680.00
44-27-R017	Stop/Tail, (2) Whelen 600 Series Super LED, Clear Lens, Black Flange		1	\$194.00
44-27-R018	Back-up, (2) Whelen 600 Series, Clear Lens, Black Flange		1	\$330.00
44-27-R019	Directional, (2) Whelen 600 Series Super LED, Arrow, Clear Lens, Black Flange		1	\$128.00
46-60-R024	Compartment Lights, 40" Dover LED Strip Light , (2) Per Compartment		8	\$2,000.00
46-60-R025	Compartment Lighths 20" Dover LED Strip Light, (2) Per Compartment		2	\$360.00
62-65-1000	Urethane Coating, Components, Black		1	\$2,000.00
62-65-1100	Urethane Coating, Compartment Floors, Black		1	\$6,400.00
65-60-S001	Red/Yellow Chevron design, rear body 6", n/door		1	\$1,200.00
75-05-0100	Ford F550 Two Door 4x4 Cab		1	-\$6,000.00
		Total		\$18,400.00

Attachment: PL CUSTOM - FD RESCUE TRUCK QUOTE (2021-73 : Authorizing the purchase of a rescue truck for the fire department)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-74

Resolution authorizing the purchase of an SUV for Administration from Winner Ford on State Contract utilizing Capital Funds.



RESOLUTION NO. 2021-74

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

RESOLUTION AUTHORIZING THE PURCHASE OF A SUV FOR ADMINISTRATION

WHEREAS, the City has a need to purchase SUV for Administration; and

WHEREAS, the City has obtained the attached quote totaling \$30,213.00 for a 2021 Ford Utility Interceptor from Winner Ford off of N.J. State Contract #20-FLEET-01189; and

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

WHEREAS, no fund shall be expended until N.J.S.A.40A: 2-18 Bond Ordinance Effective Date is met; and

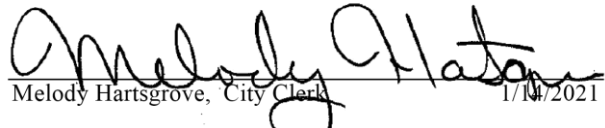
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-180-003. The maximum amount of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase outlined in this Resolution for a total amount of \$30,213.00 for a 2021 Ford Utility Interceptor from Winner Ford off of N.J. State Contract #20-FLEET-01189; and

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

I, ANTHONY CUCCI, 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. 2021-74 which was finally adopted by the City Council at a meeting held on the 13th day of January, 2021

CERTIFIED BY ME THIS 13th DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/14/2021

ANTHONY CUCCI
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-75

Resolution authorizing the purchase of two Police vehicles and related equipment utilizing capital funds and Police O&E.



RESOLUTION NO. 2021-75

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

RESOLUTION AUTHORIZING THE PURCHASE OF TWO POLICE VEHICLES AND RELATED EQUIPMENT

WHEREAS, the City has a need to two police vehicles and related equipment within the Police Department; and

WHEREAS, the City has obtained the attached quotes totaling \$127,281.90

- 2021 Police Interceptor from Winner Ford off of N.J. State Contract #20-FLEET-01189 totaling \$63,982.00
- Wireless for installation of the Mobile Data Terminal (MDT) and appropriate racking in the amount of \$19,014.12 off of NJ NASPO Panasonic Contract #89980; and
- Wireless for the installation of the Arbitrator System (dashboard camera) in the amount of \$12,767.82 off of NJ NASPO Panasonic Contract #89980
- MAACO in the amount of \$2,400.00 to refinish all doors
- Signs -Sealed & Delivered in the amount of \$750.00 for lettering
- East Coast Emergency Lighting, Inc. in the amount of \$27,244.16 off of NJ State Contract #17-FLEET-00761 and Contract #17-FLEET-00768 for lighting and installation of lighting
- Lawmen Supply Company in the amount of \$1,123.80 off of NJ State Contract #17-FLEET-00740 for gun rack systems

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

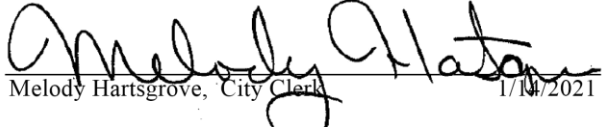
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-180-001 and 1-01-25-240-000-203 upon the 2021 temporary budget adoption. The maximum amount of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorizes the purchases outlined in this Resolution for a total amount of \$127,281.90; and

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

I, ANTHONY CUCCI, 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. 2021-75 which was finally adopted by the City Council at a meeting held on the 13th day of January, 2021

CERTIFIED BY ME THIS 13th DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/13/2021

ANTHONY CUCCI
CITY CLERK

2021 POLICE VEHICLES AND RELATED EQUIPMENT

3.G.11.a

Vehicles	\$	63,982.00	Winner Ford
Electronics	\$	31,781.94	Wireless Communications & Electronics
Lighting	\$	27,244.16	East Coast Emergency Lighting
CAPITAL SUBTOTAL		\$ 123,008.10	C-04-55-998-180-001

Painting	\$	2,400.00	Maaco
Lettering	\$	750.00	Signs Sealed & Delivered
Gun Racks	\$	1,123.80	Lawman Supply Company
POLICE O&E SUBTOTAL		\$ 4,273.80	1-01-25-240-000-203

TOTAL COST 2 VEHICLES	\$	127,281.90
Cost Per Vehicle	\$	63,640.95

Attachment: POLICE VEHICLE VENDOR & COST BREAKDOWN (2021-75 : Authorizing the purchase of two police vehicles and related



Linda Hoffman
(856) 214-0759
(856) 488-1915 fax
N.J. Contract # 20-FLEET-01189

2021 Ford Utility Interceptor Base Vehicle	29763.00
• Heavy Duty Rubber Floor • Cloth Front Bucket/Vinyl Rear Seat • Power Windows/Locks/Mirrors • Air Conditioning • AM/FM Stereo • Tilt Steering • Rear Window Defroster Headlamps Prep Pkg. • SYNC • Ford Telematics, includes Modem & 2 Year Trial Subscription • 99B 3.3L V6 Engine • 44U 10 Speed Auto Transmission • 43D Courtesy Lamps Disable • 60R Radio Noise Suppression • 59B Keyed Alike • 68G Rear Door Locks & Windows Inoperative • 87R Back up Camera Rearview Mirror Display • 17T Cargo Area Red/Clear Dome 5" • 86T Tail Light Prep Pkg. • 51T Drivers Side LED Spotlight • 549 Power Heated Mirrors • 18D Global lock/unlock feature • 60A Pre-Wiring for grille LED lights, siren and speaker • EAI53 80 Amp Power Source • Skid Plate • PELCB Lift Gate Perimeter Light • Front Red/Clear Dome	
Total	319991.00
Cost of 2 Vehicles:	63982.00



153 Cooper Road
West Berlin, NJ 08091

Proposal

Name **Asbury Park Police**
Address **One Municipal Plaza**
Cty, St, Zip **Asbury Park, NJ 07712**
Attention **Kirby Vargas**

Date **1/5/2021**
DSM **Rich Goldberg**
rgoldberg@wirelessce.com
Quote # **Q010521**

ITEM	MODEL/DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
8	Panasonic CF-33 Tablet , Includes: Win10 (Pro), i5-7300U, 2.6 GHz, 12.0" Touch * Digitizer, 256 GB SSD, 8GB Ram, WiFi a/b/g/n/ac, Bluetooth, Dual Pass, LTE 4G, Camera and 3 Year Preferred Warranty MSRP \$3,749.00 Model # CF-33LEHAAVM	2	\$ 3,149.16	\$ 6,298.32
9	Havis Charge Guard Timing Device MSRP \$99.00. Model # CF-H-CG-X	2	\$ 88.11	\$ 176.22
10	Havis 2020/2021 Ford Interceptor SUV In-dash Mount MSRP \$ 439.00 Model # C-DMM-3001	2	\$ 390.71	\$ 781.42
11	Havis Keyboard with Arm/Mount MSRP \$ 746.37 Model # PKG-KBM-101	2	\$ 535.08	\$ 1,070.16
12	Havis CF-33 Tablet Docking Station w/power supply MSRP \$1,284.82 Model # DS-PAN-1202-2	2	\$ 890.00	\$ 1,780.00
13	Sharkfin 6-in-1 Black Roof Mount Antennas MSRP \$365.00 Model # 6001129	2	\$ 299.00	\$ 598.00
14	Sierra Wireless MP70 Firstnet Ready Router MSRP \$899.00 Model # 1104073	2	\$ 800.00	\$ 1,600.00
15	Cat5 25' Cable MSRP \$ 20.00 Model # 943972	2	\$ 15.00	\$ 30.00
16	Brother 4230 Mobile Printer MSRP \$ 950.00 Model # RJ4230BL	2	\$ 695.00	\$ 1,390.00
17	Brother 4230 Mobile Vehicle Dock MSRP \$ 225.00 Model # PA-150-765	2	\$ 150.00	\$ 300.00
18	E-Seek M260 Reader - Includes: USB Cable MSRP \$ 495.00	2	\$ 445.00	\$ 890.00
19	Installation of computer mounting hardware, modem, arbitrator, brother printer, shotgun/rifle mount rack, radio and e-seek reader	2	\$ 2,050.00	\$ 4,100.00
	NJ NASPO Contract # 89980			
	16% Off Rugged			
	11% Off Accessories			
	0% Off Services			

Terms: net/30 upon receipt of invoice
Ship Quote: 6-8 weeks from receipt of order
Shipping: F.O.B. Ship Pt
Quote: Valid for 30 days

Page 2 Total \$ 19,014.12

SHIPPING N/C

TOTAL SALE \$ 19,014.12

Phone: 856-768-4310 Fax: 856-753-9290

Attachment: WIRELESS QUOTE POLICE VEHICLES (2021-75 : Authorizing the purchase of two police vehicles and related equipment)

Proposal

Date 1/5/2021
DSM Rich Goldberg
rgoldberg@wirelessce.com
Quote # Q010521

TOTAL INVESTMENT	\$	31,781.94
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**CITY OF ASBURY POLICE DEPT
GAGLIANO
2021 FORD EXPLORER POLICE**

66222-2

Estimator: Zahid Sheikh

Estimated: 1/7/2021

Email: MAACONEPTUNE@GMAIL.COM



#MAACOVER www.maaco.com

LIC # 00955A

Store # m2040

1101 State Route 33

Neptune, NJ 07753

Phone # (732) 774-5771

Fax # (732) 774-5735

CITY OF ASBURY POLICE DEPT
1 MUNICIPAL DR
ASBURY PARK, NJ 07712
Phone 1 (089) 102-629
Phone 2
Phone 3
Email N

2021 FORD EXPLORER POLICE

Lic:

VIN: 555

Color:

Mileage In:

Paint Code : _____

ESTIMATE

Maaco Collision Repair & Auto Painting Centers are Licensed by Maaco Franchising, Inc, and are privately owned and operated

Operation	Description	Type	Part #	Code	Qty	Amount	Units	Spot Refinish	Price
Refinish	Door Shell, Front LT							4.30	223.60
Refinish	Door Shell, Front RT							3.50	182.00
Remove/Install	W/Strip, Front Door LT			BL			0.50		26.00
Remove/Install	Weatherstrip ,Front Door RT			BL			0.50		26.00
Remove/Install	W/Strip, Belt Outer L/F			BL			0.20		10.40
Remove/Install	W/Strip, Belt Outer R/F			BL			0.20		10.40
Remove/Install	Mldg,Front Door Lower LT			BL			0.40		20.80
Remove/Install	Mldg, Front Door Lower Rt			BL			0.40		20.80
Remove/Install	Mirror ,Outer R/C LT			BL			0.50		26.00
Remove/Install	Mirror,Outer R/C RT			BL			0.50		26.00
Remove/Install	Handle ,Front Door Outer LT			BL			0.80		41.60
Remove/Install	Handle,Front Door Outer RT			BL			0.80		41.60
Refinish	Door Shell,Rear LT							2.60	135.20
Refinish	Door Shell, Rear RT							2.50	130.00
Remove/Install	W/Stripo,Rear Door LT			BL			0.50		26.00
Remove/Install	W/Strip,Rear Door RT			BL			0.50		26.00
Remove/Install	W/Strip,Belt Outer LT			BL			0.20		10.40
Refinish	W/Strip,Belt Outer RT			BL			0.20		10.40
Remove/Install	Mldg,Rear Door Lower LT			BL			0.40		20.80
Remove/Install	Mldg,Rear Door Lower RT			BL			0.40		20.80
Refinish	Mldg,Rear Door Lower L/F			BL			0.20		10.40
Remove/Install	Mldg,Rear Door Lower R/F			BL			0.20		10.40
Remove/Install	Handle,RR Door Outer LT			BL			0.80		41.60
Remove/Install	Handle,RR Door Outer RT			BL			0.80		41.60
	Body Materials			BM	0.27	\$126.36			
	Paint Materials			PM	12.90	\$412.80			
	Hazardous Waste			NS	1.00	\$15.00			

Date: 1/7/2021

Time: 9:35 AM

Page 1 of 2



ESTIMATE

66222-2

Remarks

A 3.5% SVC fee will be added to all card payments

No other Body Work Wanted Sand/Seal
 Minor Imperfections will Show
 No Guarantee on Rust
 No Refunds on Ordered Parts

Trim Removal provides Maaco's Limited Lifetime Warranty
 Any areas masked off are covered by a Maaco Prorated warranty
 1 Year Full
 2 Year prorated

Item	Description	Code	Qty	Each	Price	Savings	Total
Paint	Refinish Labor	RL	12.90	\$52.00	\$670.80	\$195.33	\$475.47
Supplies-Paint	Paint Materials	PM		\$0.00	\$412.80	\$120.20	\$292.60
Supplies-Body Shop	Body Materials	BM		\$0.00	\$426.36	\$36.79	\$89.57
Body Shop	Body Labor	BL	9.00	\$52.00	\$468.00	\$136.27	\$331.73
Sublet	NonTaxable Sublet	NS		\$0.00	\$15.00	\$4.37	\$10.63
Subtotal					\$1692.96	\$492.96	\$1200.00
Sales Tax					\$0.00		\$0.00
Estimate Total					\$1692.96		\$1200.00

Attachment: MAACO QUOTE POLICE VEHICLES (2021-75 : Authorizing the purchase of two police vehicles and related equipment)

Date: 1/7/2021

Time: 9:35 AM

Page 2 of 2

CITY OF ASBURY POLICE DEPT
GAGLIANO
2021 FORD EXPLORER POLICE

Estimator: Zahid Sheikh

Email: MAACONEPTUNE@GMAIL.COM

66222-1

Estimated: 1/7/2021



#MAACOVER www.maaco.com

LIC # 00955A

Store # m2040

1101 State Route 33

Neptune, NJ 07753

Phone # (732) 774-5771

Fax # (732) 774-5735

CITY OF ASBURY POLICE DEPT

1 MUNICIPAL DR

ASBURY PARK, NJ 07712

Phone 1 (089) 102-629

Phone 2

Phone 3

Email N

2021 FORD EXPLORER POLICE

Lic:

VIN: 555

Color:

Mileage In:

Paint Code : _____

ESTIMATE

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Remove/Install	W/Strip, Rear Door RT			BL			0.50		26.00
Remove/Install	W/Strip, Belt Outer LT			BL			0.20		10.40
Refinish	W/Strip, Belt Outer RT			BL			0.20		10.40
Remove/Install	Mldg, Rear Door Lower LT			BL			0.40		20.80
Remove/Install	Mldg, Rear Door Lower RT			BL			0.40		20.80
Refinish	Mldg, Rear Door Lower L/F			BL			0.20		10.40
Remove/Install	Mldg, Rear Door Lower R/F			BL			0.20		10.40
Remove/Install	Handle, RR Door Outer LT			BL			0.80		41.60
Remove/Install	Handle, RR Door Outer RT			BL			0.80		41.60
	Body Materials			BM	0.27	\$126.36			
	Paint Materials			PM	12.90	\$412.80			
	Hazardous Waste			NS	1.00	\$15.00			

Date: 1/7/2021

Time: 9:25 AM

Page 1 of 2



ESTIMATE

66222-1

Remarks

A 3.5% SVC fee will be added to all card payments

No other Body Work Wanted Sand/Seal
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 No Refunds on Ordered Parts

Trim Removal provides Maaco's Limited Lifetime Warranty
 Any areas masked off are covered by a Maaco Prorated warranty
 1 Year Full
 2 Year prorated

Item	Description	Code	Qty	Each	Price	Savings	Total
Paint	Refinish Labor	RL	12.90	\$52.00	\$670.80	\$195.33	\$475.47
Supplies-Paint	Paint Materials	PM		\$0.00	\$412.80	\$120.20	\$292.60
Supplies-Body Shop	Body Materials	BM		\$0.00	\$126.36	\$36.79	\$89.57
Body Shop	Body Labor	BL	9.00	\$52.00	\$468.00	\$136.27	\$331.73
Sublet	NonTaxable Sublet	NS		\$0.00	\$15.00	\$4.37	\$10.63
Subtotal					\$1692.96	\$492.96	\$1200.00
Sales Tax					\$0.00		\$0.00
Estimate Total					\$1692.96		\$1200.00

Attachment: MAACO QUOTE POLICE VEHICLES (2021-75 : Authorizing the purchase of two police vehicles and related equipment)

Date: 1/7/2021

Time: 9:25 AM

Page 2 of 2



Sealed & Delivered

3.G.11.e

121 Main Street
Bradley Beach, NJ 07720
732-775-7227

Estimate

Number	E380
Date	12/05/21

Bill To
City Of Asbury Park
Attn: Tracy Lizardi
One Municipal Plaza
Asbury Park NJ 07712

Ship To
City Of Asbury Park
Attn: Tracy Lizardi
One Municipal Plaza
Asbury Park NJ 07712

P.O.Number	Terms net 30	Sales Rep Peter	Sales Territory 732-502-4594	Code
------------	-----------------	--------------------	---------------------------------	------

Quantity	Description	Unit Price	Amount
2	New Ford Explorers letterd with white reflective vinyl and black vinyl	375.00	750.00
TOTAL			\$750.00

Attachment: SIGNS SEALED & DELIVERED QUOTE POLICE VEHICLES (2021-75 : Authorizing the purchase of two police vehicles and related

East Coast Emergency Lighting, Inc

Quote200 Mecco Drive
Millstone Twp, NJ 08535

732-940-2211

Date	Estimate #
1/5/2021	25109

Name / Address
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

Ship To
INSTALL @ MILLSTONE LOCATION

		P.O. No.	FOB	Rep	Created By
				RMC	RC
Item	Description	Qty	Cost	Total	
	2021 Ford Utility (2)				
	WHELEN NEW JERSEY STATE CONTRACT				
	17-FLEET-00761				
GB2SP3J	LEGACY WC54" RW/BW/RW/BW PROMO	2	1,800.00	3,600.00	
295SLSA6	295SLSA6 SIREN/CONTROL CENTER	2	0.00	0.00	
SA315P	SA315P SPEAKER, BLACK PLASTIC	2	0.00	0.00	
SAK66P	SAK 66P SPEAKER BRACKET (Ford Police Interceptor Utility, 2020, Passenger Side Grille)	2	0.00	0.00	
	++SPECIAL PROMO PACKAGE INCLUDES ABOVE ITEMS+++				
ITRAYW8	INNER EDGE RST WC 8-LT TRAY****	2	604.00	1,208.00	
ISSR	INNER EDGE FST/RST SOLO RED	8	0.00	0.00	
ISSB	INNER EDGE FST/RST SOLO BLUE	8	0.00	0.00	
IS508	IE RST 8/10 2020 FORD UTILITY	2	0.00	0.00	
VTX609C	VERTEX SUPER-LED LIGHT WHITE [HEADLIGHT INTERSECTION WARNING]	4	61.02	244.08	
VTX609J	VERTEX SUPER-LED SPLIT RED/BLU [TAIL LIGHT WARNING]	4	63.72	254.88	
TCRHD5	TRACER DUO 5-LAMP HOUSING	4	628.02	2,512.08	
TCRLRC	TRACER DUO LIGHTHEAD RED/WHT	8	0.00	0.00	
TCRLBC	TRACER DUO LIGHTHEAD BLU/WHT	10	0.00	0.00	
TCRB50	TRACER MT KIT 2020 EXPLORER/UTILITY [SIDE RUNNING BOARD WARNING AND SCENE]	8	21.60	172.80	
TLI2D	ION T-SERIES LINEAR DUO R/W	2	84.78	169.56	
			Total		

Attachment: EAST COAST LIGHTING QUOTE POLICE VEHICLES (2021-75 : Authorizing the purchase of two police vehicles and related

East Coast Emergency Lighting, Inc

Quote

200 Mecco Drive
Millstone Twp, NJ 08535

732-940-2211

Date	Estimate #
1/5/2021	25109

Name / Address
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

Ship To
INSTALL @ MILLSTONE LOCATION

		P.O. No.	FOB	Rep	Created By
				RMC	RC
Item	Description	Qty	Cost	Total	
TLI2E	ION T-SERIES LINEAR DUO B/W [REAR LICENSE PLATE WARNING AND REVERSE]	2	84.78	169.56	
TLI2J	ION T-SERIES LINEAR DUO R/B [SIDE PUSH BUMPER INTERSECTION WARNING]	4	84.78	339.12	
Installation	INSTALLATION OF THE ABOVE LISTED WHELEN EQUIPMENT	40	75.00	3,000.00	
C-VS-1012-INUT-1	HAVIS NJ STATE CONTRACT 17-FLEET-00719 Vehicle specific 10" angled mounting space and 12" horizontal Mounting	2	330.20	660.40	
C-ARM-103	Armrest For Top Mount, Console, Large Pad	2	80.57	161.14	
C-CUP2-I	Internal Cup Holders	2	28.67	57.34	
C-MCB	Microphone Clip Bracket	4	9.56	38.24	
C-MC	Mic Clip	4	7.51	30.04	
C-EB45-WS2-1P-A	Angled 1-Piece Equipment Mounting Bracket, 4.5" Mounting Space, Fits Whelen 295HFS Series	2	0.00	0.00	
C-EB30-APS-1P	Havis, 1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits Motorola APX 4500,	2	0.00	0.00	
C-FP-1	1" Filler Plate	2	0.00	0.00	
C-FP-4	4" Filler Plate	4	0.00	0.00	
C-FP-2	2" Filler Plate	2	0.00	0.00	
Installation	INSTALLATION OF THE ABOVE LISTED HAVIS EQUIPMENT PRO-GARD NJ STATE CONTRACT 17-FLEET-00768	5	90.00	450.00	
			Total		

Attachment: EAST COAST LIGHTING QUOTE POLICE VEHICLES (2021-75) : Authorizing the purchase of two police vehicles and related

East Coast Emergency Lighting, Inc

200 Meco Drive
Millstone Twp, NJ 08535

732-940-2211

Quote

Date	Estimate #
1/5/2021	25109

Name / Address
City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712

Ship To
INSTALL @ MILLSTONE LOCATION

		P.O. No.	FOB	Rep	Created By
				RMC	RC
Item	Description	Qty	Cost	Total	
PVS4704UJINT20A	Ford Utility Interceptor 2020; 4700VS Series, Space Saver Prisoner Partition with VIPER Shield Integrated Level IIIA Ballistic Shield, with Center Sliding Poly Window, includes Recessed Panel and Lower Extension Panels	2	3,055.20	6,110.40	
S4705UJINT20OSB	2020 Ford Utility Interceptor - Rear Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and Outboard Seat Belts	2	1,276.50	2,553.00	
PB4720HDL003	2020 Ford Explorer Heavy Duty Push Bumper w/two Whelen Ion Duo Smoked lens one Red/Wht and One Blu/Wht	2	769.60	1,539.20	
WB47NPUJINT20	Ford Interceptor Utility 2020; Steel Window Bars (for use with O.E.M. door panels only)	2	198.40	396.80	
SS0009	SAFE STOP 2020 FORD INTERCEPTOR UTILITY	2	143.20	286.40	
C-TTP-INUT-1201	Ford 2020 Police Interceptor Utility Raised Fold-Up Cargo Plate for Equipment Mounting Underneath	2	548.99	1,097.98	
C-TTP-INUT-4	Premium Top Plate for Mounting Electronic Components	2	196.57	393.14	
Installation	INSTALLATION OF THE ABOVE LISTED PRO-GARD EQUIPMENT TRACY.LIZARDI@CITYOFASBURY PARK.COM	24	75.00	1,800.00	
			Total	\$27,244.16	

Attachment: EAST COAST LIGHTING QUOTE POLICE VEHICLES (2021-75) : Authorizing the purchase of two police vehicles and related

LAWMEN SUPPLY COMPANY

Quote

7150 Airport Highway
Pennsauken, NJ 08109
856-488-4499

Date 10/27/2020
Quote # QT1414662
Expires 01/15/2021
Sales Rep Lauk, Michael J
PO #
Shipping Method FedEx Ground
Shipping Code (2)

Bill To

Asbury Park City
#1 Municipal Plaza
Asbury Park NJ 07712
United States

Ship To

Asbury Park City
#1 Municipal Plaza
Asbury Park NJ 07712
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales	Amount
BIG SKY RACKS	ELS-230-B		ELS-230-B Custom BIG SKY RACKS ELECTRIC LOCKING MOUNT WITH STANDARD KEY OVERRIDE TIMER AND SWITCH. WITH ENCLOSED MAGAZINE/TRIGGER GUARD. (New Part # - Old part # ELS-270B)	2	273.95	547.90
BIG SKY RACKS	KIT-PMAX		KIT-PMAX Custom BIG SKY RACKS KIT FOR PISTOL GRIP PUMP SHOTGUN (PMAX) WITH PG GUARD AND 310 INSERT. ONE GUN BRACKET MOVE LOCK TO END	2	0.00	0.00
BIG SKY RACKS	ELS-275-B		ELS-275-B Custom BIG SKY RACKS 90 DEGREE FRAME FOR ABOVE ELS MODEL. 3 0.00 0.00 ELS-275-B ELECTRONIC LOCKING MOUNT WITH STANDARD KEY OVERRIDE, TIMER AND SWITCH. PIA GUARD. SMALL LOCK W/FOAM. LOCK CLOSES ON BUTT	2	287.95	575.90
BIG SKY RACKS	KIT-275-5		KIT-275-5 Custom BIG SKY RACKS KIT FOR AR15 WITH REVERSED M500 LIGHT OR VERTICAL FOREGRIP. PISTOL GRIP UP. LOW PROFILE FRAME. OPTION 2, HIGH STRAP.	2	0.00	0.00
BIG SKY RACKS	ELS-FP		ELS-FP Custom BIG SKY RACKS FLAT PLATES FOR MOUNTING ELS SERIES FRAMES TO WIRE MESH SCREENS. WITH BOLT PACK.	2	0.00	0.00

New Jersey State Contract
17-FLEET-00740

Subtotal 1,123.80
Shipping Cost (FedEx Ground) 0.00
Total \$1,123.80

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1414662



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-76

Resolution authorizing the emergency purchase and installation of two damper assemblies for the boiler at the WWTP.



RESOLUTION NO. 2021-76

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

RESOLUTION AUTHORIZING THE EMERGENCY PURCHASE AND INSTALLATION OF TWO DAMPER ASSEMBLIES FOR THE BOILERS AT THE WASTE WATER TREATMENT PLANT

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for the emergency purchase and installation of two damper assemblies for the boilers at the Waste Water Treatment Plant; and

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

WHEREAS, the Sewer Department solicited the attached quotes from Superior Environmental Equipment Corp. totaling \$7,300.00; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to Superior Environmental Equipment Corp. in the amount of \$7,300.00 for the purchase and installation of two damper assemblies; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Sewer Account 1-07-55-502-000-218 upon the 2021 budget adoption. The maximum dollar value of the pending contract is as set forth in the resolution; and

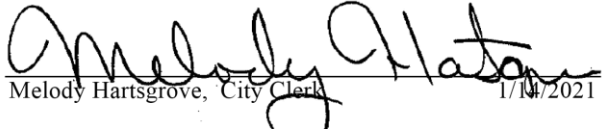
WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes Superior Environmental Equipment Corp. for the emergency purchase and installation of two damper assemblies for the boilers at the Waste Water Treatment Plant in the amount of \$7,300.00.

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

I, ANTHONY CUCCI, 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. 2021-76 which was finally adopted by the City Council at a meeting held on the 13th day of January, 2021

CERTIFIED BY ME THIS 13th DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/14/2021

ANTHONY CUCCI
CITY CLERK



Superior Environmental Equipment Corp.
1775 State Highway 34, Bldg. D8
Wall Township, NJ 07727
Tel: (732) 282-9400

Exclusive Representative fo



To: Asbury Park Wastewater Treatment	Date: December 30, 2020
Attn: Rudy Corona	Our Proposal No: 20-1075
	Ref: Damper Assemblies for Model CK-2000 Boilers
From: Todd Miller	

[illegible]

Tracy Lizardi

From: Jason D. Harzold <JHarzold@tandmassociates.com>
Sent: Monday, January 4, 2021 12:11 PM
To: Donna Vieiro; Michael J. Manzella
Cc: Rudy Corona; Tracy Lizardi; JoAnn Boos
Subject: [EXTERNAL] Asbury WWTP - Boiler Operations - Superior Equipment Corp - Parts & Labor Quote
Attachments: 20-1075 Asbury Park WWTP - Boiler Dampers.pdf

Good morning Donna, and Happy New Year,

The newly installed boilers at the WWTP are experiencing an unanticipated condition which is causing them to malfunction. It seems that the extremely damp north winds that the plant is exposed to over the winter is causing a downdraft of very humid air into the flue which is then causing condensation to accumulate on sensitive electronic components and causing them to malfunction. This is not the fault of the contractor, as all equipment was installed correctly per the contract plans.

This condition may not have been properly assessed by French & Perello during the design process, however, at this point, I'm not sure there is much recourse for the City to pin this on F&P. I met with Rudy and the boiler maintenance crew from Superior Environmental Equipment Corp. who is the equipment service technicians for the boiler manufacturer.

The resolution for this issue is to install an air flow shut-off damper on each of the exhaust pipes that will eliminate the backflow of damp air into the system. A quote was provided by Superior for \$7,300.00 which I have attached. Superior has committed to replacing all of the internal electronic parts affected by this condition under the manufacturer's warranty.

Please advise how you wish to proceed.



JASON D. HARZOLD
 CLIENT MANAGER

11 Tindall Road, Middletown, NJ 07748
 T 732.671.6400 D 732.865.9482 M 908.415.7208
 JHARZOLD@TANDMASSOCIATES.COM | TANDMASSOCIATES.COM

From: Rudy Corona <Rudy.Corona@cityofasburypark.com>
Sent: Monday, January 4, 2021 10:02 AM
To: Jason D. Harzold <JHarzold@tandmassociates.com>
Subject: Fw: [EXTERNAL] Quote

Hi Jay---here is the quote for the dampers from Superior. Thanks, Rudy

Attachment: SUPERIOR ENVIRONMENTAL EQUIPMENT QUOTE - DAMPERS FOR BOILERS (2021-76 : Authoring the Emergency Purchase &



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-77

Resolution for duplicate tax sale certificate. Lien holder claims it was lost in the mail.



RESOLUTION NO. 2021-77

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

RESOLUTION AUTHORIZING ISSUANCE OF DUPLICATE TAX SALE CERTIFICATE #19-00001 BLOCK 103 LOT 2 100 DRURY LANE

WHEREAS, P.L. 1997, Chapter 99, requires the authorization of the governing body for replacement and issuance of a duplicate tax sale certificate held by a third-party lien holder which has been destroyed or lost.

WHEREAS, Certificate of Sale #19-00001 was sold to Eone Group LLC on December 19, 2019 for Block 103 Lot 2, also known as 100 Drury Lane, Asbury Park, NJ; and

WHEREAS, per letter from Mr. David Gestetner, of Eone Group LLC, stating that said Certificate of Sale has been mailed to City of Asbury Park, Tax Collector and lost in the mail and needs to be duplicated; and

WHEREAS, Tax Collector is requesting to issue a duplicate tax sale certificate that has not been received or misplaced;

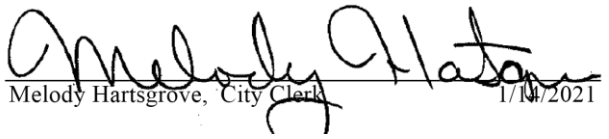
WHEREAS, the fee of \$100.00, paid via check number 1398 to issue a duplicate tax sale certificate, has been issued; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park, State of New Jersey, hereby authorizes the Tax Collector, upon receipt of an appropriate affidavit from owner of the certificate, to prepare a replacement certificate; and

BE IT FURTHER RESOLVED that this replacement certificate, duplicated in original form, shall be marked as “duplicate” and a \$100.00 fee assessed to the lien holder for the preparation of said duplicate certificate.

I, ANTHONY CUCCI, 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. 2021-77 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 1/14/2021

ANTHONY CUCCI
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-78

Resolution to refund subsequent taxes paid for exempt year (2019)



RESOLUTION NO. 2021-78

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

RESOLUTION AUTHORIZING CANCELLATION AND REFUND OF TAX SALE CERTIFICATE #18-00053 DUE TO TAX OVER BILL BLOCK 1005 LOT 1

WHEREAS, Certificate of Sale #18-00053 was issued to Auction Z Inc for delinquent taxes on Block 1005 Lot 1 commonly known as 129 De Witt Avenue, at a Tax Sale held on December 20, 2018; and

WHEREAS, by the way of evidence that there was an over bill on 2019 taxes in the amount of \$407.19 on the third and fourth quarters; and

WHEREAS, Tax Collector requests to refund tax sale certificate #18-00053 that was issued to Auction Z Inc for subsequent taxes paid on said parcel due to its tax-exempt status for tax year 2019; and

WHEREAS, the refund shall be the subsequent amount at the interest rate pursuant to R4:42-11 (s) (ii) of 2.5%; and

WHEREAS, the Lien Holder is entitled to legal interest as follows;

Auction Z Inc	
204.41	Paid 2/19/2019, subsequent tax
204.45	Paid 5/21/2019, subsequent tax
10.22 (2.5%)	R 4:42-11(a)(ii)
0.00 (4.5%)	R.4-42-11(a)(iii)
0.00	Recording fee
0.00	Subsequent tax
<u>0.00</u>	Premium

\$419.08 Total Refund

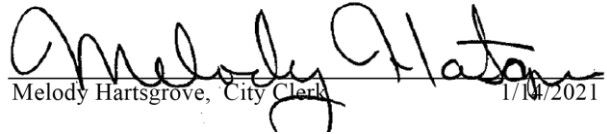
WHEREAS, Tax Collector requests to refund tax sale certificate #18-00053 in the amount of \$419.08 to Auction Z Inc and cancel 2019 charges; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park; hereby authorized the Tax Collector to refund tax sale certificate #18-00053 in the amount

of \$419.08 to Auction Z Inc and cancel 2019 charges.

I, ANTHONY CUCCI, 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. 2021-78 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 1/14/2021

ANTHONY CUCCI
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-79

To appoint Barbara Krzak and Jennifer Kosakowski to Green Team



RESOLUTION NO. 2021-79

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

RESOLUTION APPOINTING MEMBERS 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, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

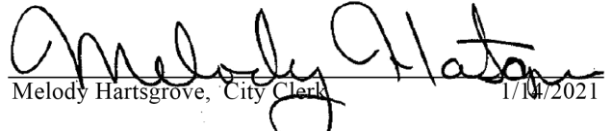
1. That the following individuals is hereby appointed to serve on the Green Team:

Barbara Krzak
Jennifer Kosakowski

2. A copy of this Resolution shall be provided to Donna Vieiro, City Manager, and Michele Alonso, Director of Planning and Redevelopment.

I, ANTHONY CUCCI, 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. 2021-79 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 1/14/2021

ANTHONY CUCCI
CITY CLERK

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

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



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

DONNA M. VIEIRO, INTERIM CITY MANAGER
CINDY A. DYE, RMC, CITY CLERK

3.G.15.a

APPLICATION FOR APPOINTMENT AS A CITIZEN TO A BOARD, COMMITTEE OR COMMISSION

NAME BARBARA KRZAK

HOME ADDRESS 309 Lake Ave

PHONE 201.819.5247 EMAIL BARBARAKRZAK@GMAIL.COM

Do you reside within the City of Asbury? ☒ Yes ☐ No

Are you 18 years of age or older? ☒ Yes ☐ No

BOARD, COMMITTEE OR COMMISSION YOU ARE INTERESTED IN SERVING _____

GREEN

EXPERIENCE, CIVIC ACTIVITIES & STATEMENT OF INTEREST (List experience you may have, include other boards, committees etc. and why you wish to serve, attaching resume optional)

SEE ATTACHED.

EDUCATION MONTANA STATE UNIVERSITY BS

Computer Science

PLEASE LIST ANY CONFLICTS YOU MAY HAVE IF CHOSEN TO SERVE NC

I hereby certify that all statements provided above are true and complete. I understand that false or misleading statements by me cause for elimination from consideration.

SIGNATURE: [Signature]

DATE: 8/15/20

2.2020

Most recently I have become interested in the work of this committee and the impact it has on our city. We need to continue determining what solution will work in our community as we look to the future.

Currently I serve on the Planning Board, Parking Committee and Budget Committee (not since Michael C left).

I feel I have proven to be a person that actively contributes to any committee I serve on. I will do what I can to help get what needs to be done.

Additionally, I hope that what I may learn on this committee I can also leverage it onto the Planning Board.

Thank You for your consideration!

Barbara Krzak

A handwritten signature in black ink, appearing to be 'B Krzak', written in a cursive style.



Application for Appointment as a Citizen to a Board, Committee or Commission

City of Asbury Park

3.G.15.b

Submitted On:
December 16, 2020 9:22am
America/New_York

Name	Jennifer Kosakowski
Address	404 5th Avenue Apt 106 Asbury Park NJ 07712
Phone number	732-644-6095
Email	jen.kosakowski@gmail.com
Do you reside within the City of Asbury?	Yes
Are you 18 years of age or older?	Yes
Board, committee or commission you are applying for?	Green Team Committee
Experience, civic activities & statement of interest: (List experience you may have, include other boards, committees etc. and why you wish to serve)	Current Boards and Committees Stockton University (2019-present) - President’s 2025 Strategic Plan Diversity and Inclusion Committee - FY2021 Middle States Reaccreditation Team, Standard II: Ethics and Integrity (Co-Chair) - Presidential Task Force on Excellence in Business in Atlantic City - First-Generation Student Task Force (Subcommittee Chair) - President’s Leadership Council - Cannabis Research Institute - Fundraising Liaison - Stockton Arts Collective - Fundraising Liaison - African American History Museum of Southern New Jersey - Fundraising Liaison
Education	M.A. (ABD Ph.D. Candidate) • University of California, Irvine M.A. • New York University B.A. • Rutgers, the State University of New Jersey, Douglass College
Upload resume	https://seam.ly/DmgVLncO Resume - J. Kosakowski.docx
Do you have any conflicts you may have if chosen to serve?	No
Signature Data	First Name: Jennifer Last Name: Kosakowski Email Address: jen.kosakowski@gmail.com

Attachment: Jennifer K Green Team (2021-79 : Appointments to the City of Asbury Park Green Team)

Jennifer Rosakowski

Signed at: December 16, 2020 10:22am America/New_York



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-80

Reappointing Eric Galipo as Alternate 1 for Planning Board



RESOLUTION NO. 2021-80

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

RESOLUTION APPOINTING MEMBER TO THE PLANNING BOARD (CLASS 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 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 date of adoption.

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:

2. That, effective as of date of adoption, the following citizen of the City of Asbury Park is/are hereby appointed as **Class IV** Alternate Member 1 of the Planning Board, for a term of two (2) years:

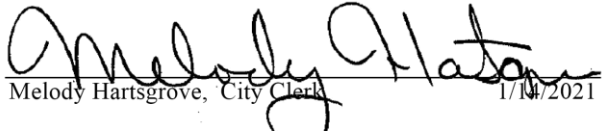
- Eric Galipo - "Alternate 1" Term to expire on **December 31, 2022**

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

- a. Appointee referenced above.
- b. Planning Board Secretary
- c. Donna Vieiro, City Manager

I, ANTHONY CUCCI, 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. 2021-80 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 1/10/2021

ANTHONY CUCCI
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-81

Appointment of Michelle Gladden to public art commission vacancy



RESOLUTION NO. 2021-81

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

RESOLUTION APPOINTING A MEMBER 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 an individual to serve on the Commission, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individual is hereby appointed to serve on the Public Art Commission for the term referenced:

Appointee
Michelle Gladden

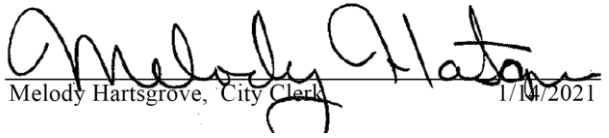
Term to Expire
December 31, 2023

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, ANTHONY CUCCI, 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. 2021-81 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 1/14/2021

ANTHONY CUCCI
CITY CLERK



Application for Appointment as a Citizen to a Board, Committee or Commission

City of Asbury Park

3.G.17.a

Submitted On:
January 5, 2021 3:22pm
America/New_York

Name	Michelle Gladden
Address	206 Second Ave Apt 25 Asbury Park NJ 07712
Phone number	732-500-7892
Email	mgladden003@gmail.com
Do you reside within the City of Asbury?	Yes
Are you 18 years of age or older?	Yes
Board, committee or commission you are applying for?	Public Arts Commission
Experience, civic activities & statement of interest: (List experience you may have, include other boards, committees etc. and why you wish to serve)	Former Journalist who currently sits on the APTV Board
Education	Ongoing
Upload resume	https://seam.ly/HKkA3qjY Resume B&G.pdf
Do you have any conflicts you may have if chosen to serve?	No
Signature Data	First Name: Michelle Last Name: Gladden Email Address: mgladden003@gmail.com  Signed at: January 5, 2021 3:19pm America/New_York

Attachment: Gladden (2021-81 : Appointing a Member to the Public Art Commission)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-82

Resolution authorizing the purchase of twenty-two (22) body armor vests for the Police Department due to the current stock nearing the five (5) year expiration date, utilizing the Grant Fund.



RESOLUTION NO. 2021-82

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

RESOLUTION AUTHORIZING PURCHASE OF BODY ARMOR VESTS FOR THE POLICE DEPARTMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase body armor vests for the Police Department; and

WHEREAS, the City has obtained the attached quotes totaling \$20,920.90:

- Lanigan Associates, Inc. in the amount of \$20,920.90 off of State Contract #17-FLEET-00763

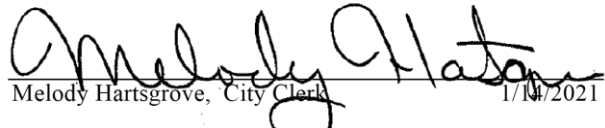
WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$20,920.90; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts G-02-43-924-019-200 and G-02-43-931-020-220. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of body armor vests for the Police Department in the amount of \$20,920.90 and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Purchasing Agent.

I, ANTHONY CUCCI, 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. 2021-82 which was finally adopted by the City Council at a meeting held on the 13th day of January, 2021

CERTIFIED BY ME THIS 13th DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/14/2021

ANTHONY CUCCI
CITY CLERK

LANIGAN ASSOCIATES, INC.

496 Shrewsbury Ave.
 Red Bank, NJ 07701
 Phone: (732) 530-0447
 Fax: (732) 530-5320
 From : R . Dominguez

NJ Contract Distributor of



Date: December 30, 2020

Customer:

Asbury Park PD
 Mike Casey

JP LEATHER**QUOTATION**

ITEM			UNIT	TOTAL
1	22	Armor Express Seraph Gen 3 IIIA	950.95	20920.90
2		With Soft Trauma Pack		0.00
3				0.00
4				0.00
5		NJ State Contract T0106		0.00
6		Blanket Order No 17-FLEET-00763		0.00
7				0.00
8				0.00
9				0.00
10				0.00
11				0.00
12				0.00
13				0.00
14				0.00
15				0.00
16				0.00
17				0.00
18				
19				
20				0.00
		Total Amount Due		20920.90

Attachment: LANIGAN BODY ARMOR QUOTE (2021-82 : Purchase of Body Armor Vests for the Police Department)

City of Asbury Park Police Department

Memo

To: All Department Personnel Copied
 From: Sergeant Michael Casey
 CC: Chief D. Kelso, D/Chief G. Thompson, Capt. D. DeSane
 Date: December 30, 2020
 Re: Body Armor Replacement

According to department records, the following individuals currently have body armor that is nearing the five-year expiration date or it already passed the expiration date.

Lieutenant Michael Barnes	Patrolman Byron Young
Sergeant Thomas Gogan	Patrolman Barry Hollo
Sergeant Joe Leon	Patrolman Jose Madera
Sergeant Steven Ramseur	Patrolman Steven McCarthy
Sergeant Brian Townsend	Patrolman Gregory Parisi
Detective Anthony Troublefield	Patrolman William Reng
Patrolman William Branin	Patrolman Joseph Swansinger
Patrolman Anthony Butler	Patrolman Nicholas Townsend
Patrolman Carl Christie	Patrolman Mark Walsh
Patrolman Anthony Fiorentino	Patrolman Samuel Griffeth
Patrolman Joel Fiori	Patrolman James Hand

Arrangements have been made to have a representative from Lanigan's present at headquarters to provide a fitting for all listed employees. This will be conducted in the squad room on Wednesday, January 6, 2021 from 1500 to 1600 hours. The purchase order will be generated once everyone's measurements are taken. The approximate procurement time for body armor is six weeks once ordered.

Should you have any questions, please contact me at (732)502-5705.

Thank you



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-83

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ASBURY PARK AND THE
CHIEF OF THE ASBURY PARK FIRE DEPARTMENT



RESOLUTION NO. 2021-83

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

RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ASBURY PARK AND THE CHIEF OF THE ASBURY PARK FIRE DEPARTMENT

WHEREAS, pursuant to N.J.S.A. 40:69A-89, et seq., and Section 2-3 of the “Code of the City of Asbury Park, New Jersey,” the Municipal Council shall appoint a Municipal Manager to serve as the chief executive and administrative official of the municipality, at such salary and under such conditions as the Municipal Council by a majority vote may decide; and

WHEREAS, it is the desire of the Asbury Park Mayor and Council to enter into an employment agreement with the Chief of the Asbury Park Fire Department that outlines the job duties, benefits, etc.; and

WHEREAS, the contract is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that they shall enter into an employment agreement with Fire Chief D. Kevin Keddy outlining the terms of employment.

BE IT FURTHER RESOLVED, that the execution of the attached Employment Agreement by the Municipal Manager, on behalf of the City, is hereby authorized and/or ratified.

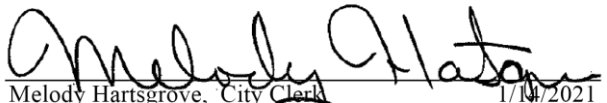
BE IT FURTHER RESOLVED, that a certified copy of this Resolution, along with the attached Employment Agreement, shall be provided to each of the following:

- a. Donna M. Vieiro, Municipal Manager
- b. D. Kevin Keddy, Fire Chief
- c. Mary Kay Callahan, Personnel Officer
- d. Rajiv Parikh, Esquire, Labor Counsel
- e. Frederick C. Raffetto, Esquire, City Attorney

I, ANTHONY CUCCI, 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. 2021-83 which was finally adopted by the City Council at a meeting held on the 13th day of January, 2021

CERTIFIED BY ME THIS 14th DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/14/2021

ANTHONY CUCCI
CITY CLERK

AGREEMENT

BETWEEN

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

AND

D. KEVIN KEDDY TO SERVE AS FIRE CHIEF

JANUARY 1, 2021 THROUGH DECEMBER 31, 2024

TABLE OF CONTENTS

ARTICLE I – RECOGNITION.....	1
ARTICLE II – MANAGEMENT RIGHTS	1
ARTICLE III – RESPONSIBILITIES OF THE FIRE CHIEF	1
ARTICLE IV – WORK WEEK	2
ARTICLE V – SICK LEAVE	2
ARTICLE VI – INJURY LEAVE.....	3
ARTICLE VII – BEREAVEMENT LEAVE.....	4
ARTICLE VIII – VACATIONS	4
ARTICLE IX – HOLIDAY TIME	5
ARTICLE X – PERSONAL DAYS.....	5
ARTICLE XI – INSURANCE	5
ARTICLE XII – CLOTHING ALLOWANCE	6
ARTICLE XIII – VEHICLE	6
ARTICLE XIV – SALARY	7
ARTICLE XV – LONGEVITY.....	7
ARTICLE XVI – EDUCATIONAL PROGRAMS/FIRE SERVICE CONFERENCES.....	8
ARTICLE XVII – MISCELLANEOUS PROVISIONS	8
ARTICLE XVIII – ACTIONS AGAINST THE FIRE CHIEF.....	8
ARTICLE XIX – SEPARABILITY AND SAVINGS	9
ARTICLE XX – FULLY BARGAINED PROVISION.....	9
ARTICLE XXI – CONTINUATION OF BENEFITS NOT COVERED BY THE AGREEMENT ..	9
ARTICLE XXII – TERM AND RENEWAL.....	10

ARTICLE I – RECOGNITION

This agreement, entered in this 1st day of January, 2021 by and between the City of Asbury Park, in the County of Monmouth, State of New Jersey (hereinafter referred to as the City) and D. Kevin Keddy (hereinafter referred to as the Fire Chief), hereby establishes the following terms and conditions of employment for the position of Fire Chief. This Agreement represents the complete and final understanding on all bargaining issues between the City and the Fire Chief.

ARTICLE II – MANAGEMENT RIGHTS

The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

ARTICLE III – RESPONSIBILITIES OF THE FIRE CHIEF

Pursuant to state law, the ordinances of the City and the regulations and policies established by the City Manager, the responsibilities of the appointed Fire Chief shall include the responsibility to:

- A. Conduct and manage the day-to-day operations of the Fire Department;
- B. Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the Fire Department, its members and personnel;
- C. Have, exercise and discharge the function, powers and duties of the Fire Department;
- D. Delegate such of his authority as he may deem necessary for the efficient operation of the Department to be exercised under his direction and supervision;

- E. Prescribe the duties and assignments of all subordinates and other personnel; and
- F. Report at least monthly at the regular meeting of the City, or by any such forms as the City shall require, as to the operation of the Fire Department during the preceding month.

ARTICLE IV – WORK WEEK

The Fire Chief shall spend sufficient time at his job to insure the smooth and responsible operation of the Fire Department over which he has supervisory control. The Fire Chief shall work at least Forty (40) hours per week consisting of a Monday through Friday work week; eight (8) hours per day.

ARTICLE V – SICK LEAVE

A. The Fire Chief shall be entitled to sick leave with pay. The Fire Chief may utilize sick leave when he is unable to perform his work by reason of personal illness or accident. The Fire Chief's sick leave shall not be used to allow the Chief to serve as a nurse or housekeeper during extended periods of illness for any immediate member of his family. In the event of illness in the immediate family, a maximum of three (3) days will be considered to be permitted to be used from the Fire Chief's sick leave while other arrangements are made for family coverage.

B. The City will follow the applicable provisions of the Family Leave Act.

C. AMOUNT OF SICK LEAVE:

1. The Fire Chief shall be credited with sixteen (16) days of sick leave at the beginning of the calendar year, in anticipation of continued employment.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the Fire Chief's credit from year to year, to be used if and when needed for such purposes.
3. Upon retirement, the Fire Chief shall receive one-half (1/2) his accumulated sick leave time, limited to a maximum of one hundred thirty-five (135) days of full pay rate existing on the date of the Fire Chief's retirement.

4. In the event the Fire Chief dies prior to retirement, his estate shall receive one-half (1/2) of his accumulated sick leave time, subject to and condition upon, however, that the Fire Chief's estate shall receive not more than six (6) months full pay at the rate of pay existing on the date of the Fire Chief's death.

5. If the Fire Chief is absent from work on sick leave and is unable to report for duty for five (5) or more consecutive days, the City may require a physician of its own choice to provide a medical statement concerning the need for sick leave. In the alternative, the City may require the Fire Chief to submit acceptable medical evidence substantiating the need for sick leave.

D. The Fire Chief's compensatory time shall not exceed a maximum of 480 hours.

ARTICLE VI – INJURY LEAVE

A. In the event the Fire Chief becomes disabled by reason of work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for in this agreement, the Fire Chief shall be entitled to full pay for a period of one (1) calendar year, twelve (12) consecutive months. If the Fire Chief exercises this right, he shall surrender to and deliver any workman's compensation salary payments to the City of Asbury Park in order to receive his entire salary payment.

B. When injured while working, whether slight or severe, the Fire Chief must make an immediate report, if practicable, prior to the end of his shift. Failure to report any injury may result in the failure of the Fire Chief to receive compensation under this article.

C. Injury leave may be granted only for an injury found to be approved and accepted as a compensable work-related injury, which arose during and out of course of employment. The use of injury leave is dependent upon a prior determination of compensability by the City's insurance administrator based upon the reports of authorized physicians.

ARTICLE VII – BEREAVEMENT LEAVE

In the event of death in the Fire Chief's immediate family (herein defined as either a spouse, parent, step-parent, grandparent, sibling, child, foster child, step-child, grandchild, parent in-law, daughter-in-law or son in-law) or any other relative residing in the Fire Chief's home, the Fire Chief shall be granted time off, without loss of pay commencing no later than the day of the funeral, but in no event to exceed five (5) consecutive calendar days.

ARTICLE VIII – VACATIONS

A. The Fire Chief shall be entitled to twenty-seven (27) days of vacation time annually credited on January 1st of each year.

B. The Fire Chief shall be entitled to schedule his vacation time, provided that the Fire Chief shall not take vacation leave unless a Battalion Fire Chief is available to assume control of, and responsibility for, the operation of the Fire Department. In addition, the Fire Chief shall not schedule his vacation time during any time period where planned events shall require the presence of the Fire Chief. The Fire Chief shall be required to report to the City Manager the dates which the Fire Chief has selected for his vacation. If the vacation period selected by the Fire Chief conflicts with a planned activity that requires the presence of the Fire Chief, the City Manager shall have the right to require the Fire Chief to select a different vacation period.

C. Up to one year of any unused vacation time may be carried forward into the next succeeding year.

D. Any unused or accrued vacation time shall be compensated for by the City as straight time when the Fire Chief becomes separated, either voluntarily or involuntarily, or retires from the employment with the City. However, any unused vacation time will not be compensated for if the Fire Chief terminates his employment with the City without giving forty-five (45) days prior notice to the City Manager.

ARTICLE IX – HOLIDAY TIME

A. The Fire Chief shall be entitled to eleven (11) paid holidays per calendar year during the term of this contract. The specific Holidays shall include:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President Lincoln's Birthday
4. President Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

B. When any of these holidays shall occur on a Saturday, the holiday shall be observed on the Friday immediately preceding such Saturday. When any of these holidays occurs on a Sunday, the holiday shall be observed on the Monday immediately following such Sunday.

ARTICLE X – PERSONAL DAYS

A. The Fire Chief may utilize three (3) days a year for leave for personal, business, household, or family matters as described below, and such leave shall not accumulate year to year.

B. Business means an activity that requires the presence of the Fire Chief during the workday and is of such a nature that it cannot be attended to at a time outside of the workday.

C. Personal, household, family refer to matters when the Fire Chief's absence from duty is necessary for the welfare of the Fire Chief or his family.

ARTICLE XI – INSURANCE

A. The City shall provide medical insurance for the Fire Chief, his spouse and dependent children at levels not less than those presently in effect. The City shall have the right to change

insurance coverage so long as it is substantially similar to, or improved upon, the benefits currently provided. At no time shall the Fire Chief or his spouse and dependent children receive less medical coverage than that which is received by any other member of the Fire Department. As to dependent children, the same shall be those children that are determined to be dependent as interpreted by the City insurance carrier. The City shall pay all of the aforementioned insurance for and in accordance with Chapter 78.

B. Upon retirement, the City shall provide medical insurance for the Fire Chief. The City shall have the right to change insurance coverage so long as it is substantially similar to, or improved upon, the benefits currently provided. At no time shall the Fire Chief receive less medical coverage than that which is received by any other member of the Fire Department. The City shall pay all of the aforementioned insurance for and in accordance with Chapter 78.

ARTICLE XII – CLOTHING ALLOWANCE

A. The Fire Chief and the City agree that there shall be allowance provided to the Fire Chief in the amount of \$1,000.00 payable to the Fire Chief on April 15th of each year.

B. It shall be left to the professional discretion of the Fire Chief as to when he should wear formal or informal uniform or plain clothes.

ARTICLE XIII – VEHICLE

A. The City agrees to supply the Fire Chief with an automobile to be used for work and for his personal use. The City shall determine the make and model of the automobile. However, it shall be of size and with such equipment as is needed for fire service work.

B. The Fire Chief shall be permitted to use the car for his personal use. There shall be no limit on the use of the automobile for fire service work or anything associated with fire service work, such as attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Fire Chief.

C. The City shall pay all expenses for the operation and upkeep of the automobile such as car insurance, tires, gas, oil changes and any other necessary repairs, except when the vehicle is used for the Fire Chief's personal use, at which time the Fire Chief shall be responsible for the cost of gasoline.

D. The automobile shall not be used by anyone other than the Fire Chief, except that the Fire Chief may designate other members of the Fire Department, as appropriate, to use the vehicle for a designate fire service purpose.

ARTICLE XIV – SALARY

The City agrees to revisit the salary paid to the Fire Chief upon the signing of the pending agreement between the City and the International Firefighters Association Local 384, and adjust his salary to allow for a \$20,000.00 differential between the Fire Chief and the Battalion Chiefs in the Fire Department effective January 1, 2021.

ARTICLE XV – LONGEVITY

A. The Fire Chief shall be paid, in addition to and together with his annual base salary, additional compensation based upon the length of his service and determined according to the following schedule:

<u>Years of Service</u>	<u>Amount</u>
Starting the twentieth (20th) year	\$6,000.00
Starting the twenty-fifth (25th) year	\$7,500.00

B. Longevity pay shall be applied on the basis of the Fire Chief's anniversary date of employment. The longevity pay shall be paid regularly as part of the Fire Chief's salary and deductions shall be made so that additional pay may be counted towards the final average salary for pension purposes.

ARTICLE XVI – EDUCATIONAL PROGRAMS/FIRE SERVICE

CONFERENCES

A. The Fire Chief shall be permitted to attend and be compensated for, at his regular salary, any school, seminar or retraining session conducted or sponsored by the International Association of Fire Chiefs, New Jersey Career Fire Chiefs Association, New Jersey State Police/Office of Homeland Security, or any other educational program of a management of supervisory nature. All expenses such as tuition, travel, books or any other charges connected with the educational program shall be borne by the City subject to the availability of funds and with the approval of the State of New Jersey, Department of Community Affairs.

B. The City also agrees to pay for the Fire Chief's dues for membership in the Monmouth County Fire Prevention and Protection Association, New Jersey Career Fire Chief's Association, the International Association of Fire Chiefs, and the National Fire Protection Association subject to the availability of funds and as approved by the State of New Jersey.

C. The City Agrees to grant time off with pay for the Fire Chief to attend any meeting of the above-named associations, as long as such meetings are held within the State of New Jersey subject to availability of funds and approval of the State of New Jersey.

ARTICLE XVII – MISCELLANEOUS PROVISIONS

To the extent that the City enters into an employment and/or a collective bargaining agreement with any firefighter and/or superior officer during the life of this contract which provides for a greater benefit than that set forth herein (e.g. higher clothing allowance, greater longevity, etc.), this agreement shall be automatically amended to provide for such greater benefit.

ARTICLE XVIII – ACTIONS AGAINST THE FIRE CHIEF

The City shall supply the Fire Chief with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the State

of New Jersey and of the United States. The Fire Chief, subject to approval of the City, may make the selection of an attorney and the City shall not unreasonably withhold such approval. The City shall similarly be responsible for indemnification and counsel in connection with all claims arising from actions taken in the course of the Chief's duties for actions filed subsequent to the expiration of this agreement.

ARTICLE XIX – SEPARABILITY AND SAVINGS

If any provision of this agreement, or any application of this agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX – FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XXI – CONTINUATION OF BENEFITS NOT COVERED BY THE AGREEMENT

All employment conditions not covered by this agreement shall continue to be governed, controlled and interpreted by reference to either the City Charter, Ordinances, or Rules and Regulations of the Fire Department for the City, and any present or past benefits which the Fire Chief customarily enjoys, but that have to been specifically included in this agreement, shall be continued.

ARTICLE XXII – TERM AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of January 1, 2021 and shall remain in effect to, and including, December 31, 2024. This contract will remain in force until such time as it is re-negotiated by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

_____ Date:

D. KEVIN KEDDY
Asbury Park Fire Chief

_____ Date:

DONNA M. VIEIRO
Asbury Park City Manager

Attachment: Fire Chief Contract 2021-2024_unsigned (2021-83 : 2021-2024 Fire Chief Contract)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-84

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ASBURY PARK AND THE
DEPUTY CHIEF OF THE ASBURY PARK POLICE DEPARTMENT



RESOLUTION NO. 2021-84

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

RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ASBURY PARK AND THE DEPUTY CHIEF OF THE ASBURY PARK POLICE DEPARTMENT

WHEREAS, pursuant to N.J.S.A. 40:69A-89, et seq., and Section 2-3 of the “Code of the City of Asbury Park, New Jersey,” the Municipal Council shall appoint a Municipal Manager to serve as the chief executive and administrative official of the municipality, at such salary and under such conditions as the Municipal Council by a majority vote may decide; and

WHEREAS, it is the desire of the Asbury Park Mayor and Council to enter into an employment agreement with the Deputy Chief of the Asbury Park Police Department that outlines the job duties, benefits, etc.; and

WHEREAS, the contract is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that they shall enter into an employment agreement with Deputy Police Chief Guy S. Thompson outlining the terms of employment.

BE IT FURTHER RESOLVED, that the execution of the attached Employment Agreement by the Municipal Manager, on behalf of the City, is hereby authorized and/or ratified.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution, along with the attached Employment Agreement, shall be provided to each of the following:

- a. Donna M. Vieiro, Municipal Manager
- b. Guy S. Thompson, Deputy Police Chief
- e. Mary Kay Callahan, Personnel Officer
- f. Rajiv Parikh, Esquire, Labor Counsel
- g. Frederick C. Raffetto, Esquire, City Attorney

I, ANTHONY CUCCI, 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. 2021-84 which was finally adopted by the City Council at a meeting held on the 13th day of January, 2021

CERTIFIED BY ME THIS 14th DAY OF January, 2021.



Melody Hartsgrove, City Clerk 1/14/2021

ANTHONY CUCCI
CITY CLERK

AGREEMENT

BETWEEN

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

AND

GUY S. THOMPSON TO SERVE AS DEPUTY CHIEF OF POLICE

JANUARY 1, 2021 THROUGH DECEMBER 31, 2021

TABLE OF CONTENTS

ARTICLE I – RECOGNITION.....	1
ARTICLE II – MANAGEMENT RIGHTS.....	1
ARTICLE III – RESPONSIBILITIES OF THE DEPUTY CHIEF OF POLICE	1
ARTICLE IV – HOURS OF WORK.....	2
ARTICLE V – SICK LEAVE AND COMPENSATORY TIME.....	2
ARTICLE VI – INJURY LEAVE.....	3
ARTICLE VII – BEREAVEMENT LEAVE	4
ARTICLE VIII – VACATIONS.....	4
ARTICLE IX – HOLIDAY TIME	5
ARTICLE X – PERSONAL LEAVE.....	6
ARTICLE XI –INSURANCE.....	6
ARTICLE XII – CLOTHING PAY.....	7
ARTICLE XIII – VEHICLE.....	7
ARTICLE XIV – SALARY	8
ARTICLE XV – LONGEVITY PAY.....	8
ARTICLE XVI – EDUCATIONAL PROGRAMS/ CONFERENCES.....	8
ARTICLE XVII – MISCELLANEOUS PROVISIONS	9
ARTICLE XVIII – MAINTENANCE OF STANDARDS.....	9
ARTICLE XIX – LEAVE OF ABSENCE	9
ARTICLE XX – EQUIPMENT.....	10
ARTICLE XXI – ACTIONS AGAINST THE DEPUTY CHIEF OF POLICE.....	10
ARTICLE XXII – DEDUCTIONS FROM SALARY	10
ARTICLE XXIII – SEPARABILITY AND SAVINGS.....	10
ARTICLE XXIV – EDUCATION INCENTIVE	11
ARTICLE XXV – FULLY BARGAINED PROVISION	11
ARTICLE XXVI – TERM AND RENEWAL	11

ARTICLE I – RECOGNITION

This Agreement, entered into this 1st day of January 2021 by and between the CITY OF ASBURY PARK, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and Guy S. Thompson, hereinafter referred to as the "Deputy Chief of Police", hereby establishes the following terms and conditions of employment for the position of Deputy Chief of Police. This agreement represents the complete and final understanding of all bargainable issues between the City and the Deputy Chief of Police.

ARTICLE II – MANAGEMENT RIGHTS

The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

ARTICLE III – RESPONSIBILITIES OF THE DEPUTY CHIEF OF POLICE

A. Pursuant to State Law, the ordinances of the City and regulations and policies established by the City Manager, the responsibilities of the appointed Deputy Chief of Police shall include the responsibility to:

1. Under the direction of the Chief of Police, or in the absence of the Chief of Police, conduct and manage the day to day operations of the Police Department;
2. Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers and personnel;
3. Have, exercise and discharge the function, powers and duties of the Police Department;
4. Delegate such of his authority as he may deem necessary for the efficient operation of the police department to be exercised under his direction and supervision;
5. Under the direction and consultation of the Chief of Police, or in the absence of the Chief of Police, prescribe the duties and assignments of all subordinates and other personnel; and

6. Perform other duties as stated in the Civil Service Commission's job description for the rank of Deputy Chief of Police.

ARTICLE IV – HOURS OF WORK

The Deputy Chief of Police shall work forty (40) hours per week, as determined by the Chief of Police or the City Manager. The City agrees to comply with all provisions of the Fair Labor Standards Act.

ARTICLE V – SICK LEAVE AND COMPENSATORY TIME

A. The Deputy Chief of Police shall be entitled to sick leave with pay. The Deputy Chief of Police may utilize sick leave when he is unable to perform his work by reason of personal illness or accident. The Deputy Chief of Police's sick leave shall not be used to allow the Deputy Chief of Police to serve as a nurse or housekeeper during extended periods of illness for any immediate member of his family. In the event of illness in the immediate family, a maximum of three (3) days will be considered to be permitted to be used from the said employee's sick leave while other arrangements are made for family coverage.

B. The City will follow the applicable provisions of the Family Leave Act.

C. **AMOUNT OF SICK LEAVE**

1. The Deputy Chief of Police shall be credited with (150) one hundred and fifty hours of sick leave time at the beginning of each calendar year, in anticipation of continued employment.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the Deputy Chief of Police's credit from year to year, to be used if and when needed for such purposes.

3. Upon retirement, the Deputy Chief of Police shall receive one-half (1/2) his accumulated sick leave time, limited to a maximum of thirteen hundred and fifty (1350) hours of full pay rate existing on the date of the Deputy Chief of Police's retirement.

4. In the event the Deputy Chief of Police dies prior to retirement, his estate shall receive one-half (1/2) of his accumulated sick leave time, subject to and conditioned upon, however, that the Deputy Chief of Police's estate shall receive not more than six (6) months' full pay at the rate of pay existing on the date of said employee's death.

5. If the Deputy Chief of Police is absent from work on sick leave and is unable to report for

duty for five (5) or more consecutive days, the City may require a physician of its own choice to provide a medical statement concerning the need for sick leave. In the alternative, the City may require the Deputy Chief of Police to submit acceptable medical evidence substantiating the need for sick leave.

6. Compensatory time shall not exceed a maximum of 480 hours.

7. Any unused or accrued compensatory time shall be paid out by the City at the current rate of pay when the Deputy Chief of Police becomes separated, either voluntarily or involuntarily, or retires from employment with the City.

8. The Deputy Chief of Police shall be afforded the opportunity to be paid out for accrued compensatory time up to 40 hours every December. To be considered for pay out, he must maintain a minimum of 40 hours in his bank. This term is only valid dependent on appropriate budget allocations and appropriate funding.

ARTICLE VI – INJURY LEAVE

A. In the event the Deputy Chief of Police becomes disabled by reason of work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for in this agreement, the Deputy Chief of Police shall be entitled to full pay for a period of one (1) year, twelve (12) consecutive months. If the Deputy Chief of Police exercises this right, he shall surrender to and deliver any worker's compensation salary payments to the City in order to receive his entire salary payment.

B. When injured while working, whether slight or severe, the Deputy Chief of Police must make an immediate report, if practicable, prior to the end of his shift. Failure to report any injury may result in failure of the Deputy Chief of Police to receive compensation under this Article.

C. Injury leave may be granted only for an injury found to be approved and accepted as a compensable work-related injury, which arose during and out of the course of employment. The use of injury leave is dependent upon a prior determination of compensability by the City's insurance administrator based upon the reports of authorized physicians.

D. Entitlement under this Article will be based upon the medical evaluations submitted by the authorized physician designated by the City's insurance administrator. If the Deputy Chief of Police disagrees

with the medical evaluation submitted by the authorized physician, he may submit a written request for a second opinion and supplemental medical evaluation. If the second opinion disagrees with the Deputy Chief of Police's personal doctor and the City's doctor as to whether the employee is entitled to injury leave, the dispute shall be submitted to a third doctor who shall be selected mutually by the Deputy Chief of Police and the City. The determination of the third doctor regarding the employee's ability to return to work shall be in writing and be final and binding. Until the final decision is received from the third impartial doctor, the employee will not be ordered to return to work.

ARTICLE VII – BEREAVEMENT LEAVE

A. The Deputy Chief of Police shall be granted three (3) working days off for death in the immediate family, which shall consist of father, mother, spouse, children, step-children, brother and sister, father-in-law, mother-in-law, grandparents, spouse's grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchildren.

B. The Deputy Chief of Police shall be granted five (5) working days off for a death in the immediate family, as aforesaid, if said member must travel a minimum of four hundred (400) miles from the City of Asbury Park to attend the funeral of the deceased.

C. The Deputy Chief of Police shall be granted one (1) working day off for the death of an aunt or uncle.

ARTICLE VIII – VACATIONS

A. The Deputy Chief of Police shall be entitled to annual paid vacation leave, credited at the beginning of each calendar year in anticipation of continued employment, based on his years of continuous service. Vacations shall be earned in the following manner, commencing on the last day of the first year stated in each category through the last day of the last year stated in each category:

One through four years	One Hundred and Thirty (130) hours
Five through nine years	One Hundred and Seventy (170) hours
Ten through fourteen years	Two Hundred (200) hours
Fifteen through nineteen years	Two Hundred and Thirty (230) hours
Twenty years and thereafter	Two Hundred and Seventy (270) hours

B. The Deputy Chief of Police shall be entitled to schedule vacation time, provided that the Deputy Chief of Police shall not take vacation leave unless the Chief of Police approves such vacation time. In the absence of the Chief of Police, vacation scheduling must be approved in advance by the City Manager. In addition, the Deputy Chief of Police shall not schedule his vacation time during any time period where planned events shall require the presence of the Deputy Chief of Police without prior approval and coverage for such event. The Deputy Chief of Police shall be required to report to the Chief of Police the dates which the Deputy Chief of Police has selected for his vacation.

C. Up to one (1) year of any unused vacation time may be carried forward into the next succeeding year.

D. Any unused or accrued vacation time up to five hundred and forty (540) hours shall be compensated for by the City as straight time at the current rate of pay when the Deputy Chief of Police becomes separated, either voluntarily or involuntarily, or retires from employment with the City.

ARTICLE IX – HOLIDAY TIME

A. The Deputy Chief of Police shall be entitled to thirteen (13) paid holidays per calendar year. The specific holidays shall include:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Friday following Thanksgiving Day
13. Christmas Day

B. When any of these holidays occurs on a Saturday, the holiday shall be observed on the Friday immediately preceding such Saturday. When any of these holidays occurs on a Sunday, the holiday shall be observed on the Monday immediately following such Sunday.

ARTICLE X – PERSONAL LEAVE

A. The Deputy Chief of Police shall be granted forty (40) hours off per year, with pay, for the purpose of conducting matters of personal, business or emergency nature, and such time shall not be deducted from any other time. Except in the case of an emergency, twenty-four (24) hour notice must be given.

B. Terminating or retiring employees shall be granted personal leave on a pro-rated basis often (10) hours for three (3) months of service.

C. Personal leave shall not be carried into the next year, unless personal days during the year earned are denied by the Chief of Police when a request is made to take such personal leave.

ARTICLE XI –INSURANCE

A. The City shall provide medical insurance for the Deputy Chief of Police, his spouse and dependent children. As to dependent children, the same shall be those children that are determined to be dependent as interpreted by the insurance carrier. Insurance coverage shall be provided through the State Health Benefits Plan with the Deputy Chief of Police having the right to choose any of the offered plans. The City, however, shall have the option of providing insurance coverage substantially similar to, or improved upon, by another insurance carrier. The City may, upon at least sixty (60) days' notice to the Deputy Chief of Police, provide health insurance coverage by any other carrier so long as the benefit and coverage levels are the same or better than the benefits and coverage levels currently provided, whenever the City determines that it is feasible to do so. At no time shall the Deputy Chief of Police or his spouse and dependent children receive less medical coverage than that which is received by any other member of the Police Department. All of the aforementioned insurance shall be paid for by the City.

B. Pursuant to N.J.S.A. 40A:10-21 through-25, the employer agrees to provide and pay for the entire cost of medical and health benefits and premiums as enumerated in this Article for the Deputy Chief of Police who have retired. In the event that N.J.S.A. 40A:10-21 through -25 is amended or repealed in any form, the employer agrees to maintain medical and health benefits equal to those provided to retirees at the time such amendments or changes to the legislation becomes effective. This provision shall not include any benefits for the retired employee's spouse or dependent children, in accordance with the provisions of

Chapter 75, Public Laws of 1972 and Chapter 78.

C. In the event an employee dies and the spouse remarries, there shall be no benefits inuring to or to be provided to said spouse in the event she shall remarry. In the event that the spouse of a deceased employee is covered by any of the enumerated benefits herein to be reason of employment or other source wherein the same or similar benefits are provided to said spouse, said spouse shall not receive the benefits referred to herein.

ARTICLE XII – CLOTHING PAY

A. The Deputy Chief of Police shall receive a clothing/uniform allowance of One Thousand Five Hundred (\$1,500.00) Dollars annually. This uniform allowance shall be paid on April 15th of each year.

B. Any uniform, clothing or watches of the employee actually damaged or destroyed in the course of the employee's duties shall be repaired or replaced at the City's expense to a maximum of One Hundred (\$100.00) Dollars per claim as to watches and One Hundred Twenty-Five (\$125.00) Dollars per claim as to eyeglasses, subject to and conditioned upon the approval of the Chief of Police, or in his/her absence, the Chief of Police's designee.

ARTICLE XIII – VEHICLE

A. The City agrees to supply the Deputy Chief of Police with an unmarked automobile to be used for work purposes only. The City shall determine the make and model of the automobile. However, it shall be of a size and with such equipment as is needed for police work.

B. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, schools, trips, conferences, and any other travel needed to carry out the duties of the Deputy Chief of Police.

C. The City shall pay all expenses for the operation and upkeep of the automobile such as car insurance, tires, gas, oil changes and any other necessary repairs.

D. The vehicle may not be used for personal services except those outlined in IRS Publication 15-b.

ARTICLE XIV – SALARY

The Deputy Chief of Police shall receive a minimum pay differential of Ten Thousand (\$10,000.00) Dollars between the rank of Captain and Deputy Chief of Police. At no time will the salary pay differential between said ranks fall below the aforementioned levels.

ARTICLE XV – LONGEVITY PAY

A. The Deputy Chief of Police shall be paid, in addition to and together with his annual base salary, additional compensation based upon the length of his service.

<u>Years of Service</u>	<u>Amount</u>
Start of 15th year	\$4351.00
Start of 20th year	\$6045.00
Start of 25th year	\$7500.00

B. If the anniversary date falls between January 1 and June 30, it shall be paid as of July 1. If the anniversary date falls between July 1 and December 31, it shall be paid as of January 1. This longevity pay shall be paid regularly as a part of the salary of the Deputy Chief of Police and shall be counted towards the final average for pension purposes.

C. Longevity pay shall be included in overtime pay.

ARTICLE XVI – EDUCATIONAL PROGRAMS/ CONFERENCES

A. The Deputy Chief of Police shall be permitted to attend and be compensated at his regular salary, for schools, seminars or retraining sessions conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigations, or any other educational program of a management or supervisory nature with prior approval of the Chief of Police or the City Manager in the absence of the Chief of Police. All expenses such as tuition, travel, books, or any other charges connected with the educational program shall be borne by the City, subject to the availability of funds and with the approval of the City Manager.

B. The City also agrees to pay for the Deputy Chief of Police dues for membership in the County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police and the International Association

of Chiefs of Police.

C. The City agrees to grant time off with pay for the Deputy Chief of Police with prior approval of the Chief of Police or the City Manager in the absence of the Chief of Police, to attend any meetings or conferences of the above-named associations.

ARTICLE XVII – MISCELLANEOUS PROVISIONS

To the extent that the City enters into an employment and/or collective bargaining agreement with any other police or superior officer's union during the life of this contract which provides for a greater level of benefits than that set forth herein (e.g. increased clothing allowance, increased longevity pay, increased educational incentive, etc.) this agreement shall automatically be amended to provide for such greater benefit.

ARTICLE XVIII – MAINTENANCE OF STANDARDS

A. All conditions of employment relating to wages, hours of work and general working conditions presently in effect for the Deputy Chief of Police shall be maintained at not less than the standards now in effect, and the conditions of employment shall be improved whenever specific conditions for improvement are made in this Agreement.

B. In the event of a conflict between the terms of this Agreement and the Rules and Regulations of the Police Department, then, and in that event, the terms of this Agreement shall govern for the duration of this Agreement.

ARTICLE XIX – LEAVE OF ABSENCE

A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one year, after which time the employee will be reinstated, subject to New Jersey Civil Service Regulations or other statutes, rules and regulations of the State of New Jersey or any other Federal law, rule or regulation which shall or may supersede this Article. The said leave of absence may not be arbitrarily or unreasonably withheld and shall be administered in accordance with the New Jersey State Civil Service Commission Regulations.

ARTICLE XX – EQUIPMENT

The City is to purchase a 14K, gold-filled badge and identification case (leather), with the employee's name imprinted thereon. The City is to purchase the retirement badge for any employee who completes his service or employment in the Police Department as an expression of appreciation and gratitude for the years of faithful service rendered to the community. Service or employment shall consist of twenty-five (25) years or more, or less, if the employee retires because of medical reasons.

ARTICLE XXI – ACTIONS AGAINST THE DEPUTY CHIEF OF POLICE

The City shall supply the Deputy Chief of Police with any and all necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties and in accordance with the laws of the State of New Jersey and the United States. The Deputy Chief of Police, subject to the approval of the City Manager, may make the selection of an attorney and the City shall not unreasonably withhold such approval. The City shall similarly be responsible for the indemnification and counsel in connection with all claims arising from actions taken in the course of the Deputy Chief of Police's duties for actions filed subsequent to the expiration of this agreement.

ARTICLE XXII – DEDUCTIONS FROM SALARY

The City shall deduct from the salary of the Deputy Chief of Police subject to this contract annual dues in the sum of Eight Hundred Forty (\$840.00) Dollars for the Superior Officer's Association at the rate of Thirty-Five (\$35.00) dollars per pay period.

ARTICLE XXIII – SEPARABILITY AND SAVINGS

If any provision of this agreement, or any application of this agreement, is held to be invalid by operation of law or by a court, such provision shall be omitted or proportionately adjusted according to law. In the event any provision of this Agreement is so deemed to be invalid, the parties agree to meet immediately to renegotiate a provision to replace the invalid provision. All other provisions shall not be affected and shall continue in full force and effect.

ARTICLE XXIV – EDUCATION INCENTIVE

N/A

ARTICLE XXV – FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which are or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

ARTICLE XXVI – TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2021 and shall remain in effect to and including December 31, 2021, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal on the date specified below:

_____ Date:

GUY S. THOMPSON
Asbury Park Deputy Police Chief

_____ Date:

DONNA M. VIEIRO
Asbury Park City Manager

Attachment: Deputy Police Chief Contract 2021_unsigned (2021-84 : 2021 Deputy Police Chief Contract)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-85

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ASBURY PARK AND THE
CHIEF OF THE ASBURY PARK POLICE DEPARTMENT



RESOLUTION NO. 2021-85

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

RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ASBURY PARK AND THE CHIEF OF THE ASBURY PARK POLICE DEPARTMENT

WHEREAS, pursuant to N.J.S.A. 40:69A-89, et seq., and Section 2-3 of the “Code of the City of Asbury Park, New Jersey,” the Municipal Council shall appoint a Municipal Manager to serve as the chief executive and administrative official of the municipality, at such salary and under such conditions as the Municipal Council by a majority vote may decide; and

WHEREAS, it is the desire of the Asbury Park Mayor and Council to enter into an employment agreement with the Chief of the Asbury Park Police Department that outlines the job duties, benefits, etc.; and

WHEREAS, the contract is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that they shall enter into an employment agreement with Police Chief David Kelso outlining the terms of employment.

BE IT FURTHER RESOLVED, that the execution of the attached Employment Agreement by the Municipal Manager, on behalf of the City, is hereby authorized and/or ratified.

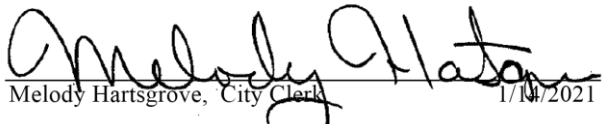
BE IT FURTHER RESOLVED, that a certified copy of this Resolution, along with the attached Employment Agreement, shall be provided to each of the following:

- a. Donna M. Vieiro, Municipal Manager
- b. David Kelso, Police Chief
- e. Mary Kay Callahan, Personnel Officer
- f. Rajiv Parikh, Esquire, Labor Counsel
- g. Frederick C. Raffetto, Esquire, City Attorney

I, ANTHONY CUCCI, 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. 2021-85 which was finally adopted by the City Council at a meeting held on the 13th day of January, 2021

CERTIFIED BY ME THIS 14th DAY OF January, 2021.


Melody Hartsgrove, City Clerk 1/14/2021

ANTHONY CUCCI
CITY CLERK

AGREEMENT

BETWEEN

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

AND

DAVID KELSO TO SERVE AS CHIEF OF POLICE

JANUARY 1, 2021 THROUGH DECEMBER 31, 2021

Attachment: Police Chief Contract 2021_unsigned (2021-85 : 2021 Police Chief Contract)

TABLE OF CONTENTS

ARTICLE I - RECOGNITION	1
ARTICLE II - MANAGEMENT RIGHTS.....	1
ARTICLE III - RESPONSIBILITIES OF THE CHIEF OF POLICE.....	1
ARTICLE IV – WORK WEEK	2
ARTICLE V – SICK LEAVE AND COMPENSATORY TIME.....	2
ARTICLE VI - INJURY LEAVE	3
ARTICLE VII - BEREAVEMENT LEAVE	4
ARTICLE VIII – VACATION	4
ARTICLE IX – HOLIDAY TIME	5
ARTICLE X – PERSONAL LEAVE	5
ARTICLE XI - INSURANCE.....	6
ARTICLE XII – CLOTHING ALLOWANCE.....	6
ARTICLE XIII – VEHICLE	7
ARTICLE XIV – SALARY	7
ARTICLE XV – LONGEVITY	8
ARTICLE XVI – EDUCATIONAL PROGRAMS/ CONFERENCES	8
ARTICLE XVII – MISCELLANEOUS PROVISIONS.....	9
ARTICLE XVIII – ACTIONS AGAINST THE CHIEF OF POLICE.....	9
ARTICLE XIX – SEPARIBILITY AND SAVINGS	9
ARTICLE XX – FULLY BARGAINED PROVISION	9
ARTICLE XXI – EQUIPMENT	10
ARTICLE XXII – LEAVE OF ABSENCE	10
ARTICLE XXIII – TERM AND RENEWAL	10

ARTICLE I - RECOGNITION

This Agreement, entered into this 1st day of January, 2021 by and between the City of Asbury Park, in the County of Monmouth, State of New Jersey (hereinafter referred to as the City) and David Kelso (hereinafter referred to as the Chief of Police), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This Agreement represents the complete and final understanding of all bargaining issues between the City and the Chief of Police.

ARTICLE II - MANAGEMENT RIGHTS

The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of new Jersey and the United States, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

ARTICLE III - RESPONSIBILITIES OF THE CHIEF OF POLICE

Pursuant to State law, the ordinances of the City and regulations and policies established by the City Manager, the responsibilities of the appointed Chief of Police shall include the responsibility to:

1. Conduct and manage the day to day operations of the Police Department;
2. Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers and personnel;
3. Have, exercise and discharge the function, powers and duties of the Police Department;
4. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
5. Prescribe the duties and assignments of all subordinates and other personnel; and
6. Perform other duties as stated in the Civil Service Commission's job description for the rank of Chief of Police.

ARTICLE IV – WORK WEEK

The Chief of Police shall work forty (40) hours per week, as determined by the City Manager.

The City agrees to comply with all provisions of the Fair Labor Standards Act.

ARTICLE V – SICK LEAVE AND COMPENSATORY TIME

The Chief of Police shall be entitled to sick leave with pay. The Chief shall utilize sick leave when he is unable to perform his work by reason of personal illness or accident. The Chief of Police's sick leave shall not be used to allow the Chief of Police to serve as a nurse or housekeeper during extended periods of illness for any immediate member of his family. In the event of illness in the immediate family, a maximum of three (3) days will be considered to be permitted to be used from the Chief of Police's sick leave while other arrangements are made for family coverage.

A. The City will follow the applicable provisions of the Family Leave Act.

B. **AMOUNT OF SICK LEAVE**

The Chief of Police shall be credited with (150) one hundred and fifty hours of sick leave at the beginning of the calendar year, in anticipation of continued employment. Any amount of sick leave allowance not used in a calendar year shall accumulate to the Chief of Police's credit from year to year, to be used if and when needed for such purposes.

1. Upon retirement, the Chief of Police shall receive one-half (1/2) his accumulated sick leave time, limited to a maximum of thirteen hundred and fifty (1350) hours of full pay rate existing on the date of the Chief of Police's retirement.

2. In the event the Chief of Police dies prior to retirement, his estate shall receive one-half (1/2) of his accumulated sick leave time, subject to and conditioned upon, however that the Chief of Police's estate shall not receive not more than six (6) months full pay at the rate of pay existing on the date of the Chief of Police's death.

3. If the Chief of Police is absent from work on sick leave and is unable to report for duty

for five (5) or more consecutive days, the City may require a physician of its own choice to provide a medical statement concerning the need for sick leave. In the alternative, the City may require the Chief of Police to submit acceptable medical evidence substantiating the need for sick leave.

4. Compensatory time shall not exceed a maximum of 480 hours.

5. Any unused or accrued Compensatory time shall be paid out by the City at the current rate of pay when the Chief of Police becomes separated, either voluntarily or involuntarily, or retires from employment with the City.

6. The Chief of Police shall be afforded the opportunity to be paid out for accrued compensatory time up to 40 hours every December. To be considered for pay out, he must maintain a minimum of 40 hours in his bank. This term is only valid dependent on appropriate budget allocations and appropriate funding.

ARTICLE VI - INJURY LEAVE

A. In the event the Chief of Police becomes disabled by reason of work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for in this Agreement, the Chief of Police shall be entitled to full pay for a period of one (1) calendar year, twelve (12) consecutive months. If the Chief of Police exercises this right, he shall surrender to and deliver any worker's compensation salary payments to the City in order to receive his entire salary payment.

B. When injured while working, whether slight or severe, the Chief of Police must make an immediate report, if practicable, prior to the end of his shift. Failure to report any injury may result in failure of the Chief of Police to receive compensation under this Article.

C. Injury leave may be granted only for an injury found to be approved and accepted as a compensable work-related injury, which arose during and out of the course of employment. The use of injury leave is dependent upon a prior determination of compensability by the City's insurance

administrator based upon the reports of authorized physicians.

ARTICLE VII - BEREAVEMENT LEAVE

The Chief of Police shall be granted three (3) consecutive working days off for deaths in the immediate family, which shall consist of father, step-father, mother, step-mother, spouse, children, step-children, brother and sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchildren commencing between the day of death and the day of the funeral. The Chief of Police shall be granted five (5) consecutive working days off for a death in the immediate family commencing between the day of death and the day of the funeral, as aforesaid, if said Chief of Police must travel a minimum of four hundred (400) miles from the City of Asbury Park to attend the funeral of the deceased.

A. The Chief of Police shall be granted one (1) working day off for the death of an aunt or uncle.

ARTICLE VIII – VACATION

A. The Chief of Police shall be entitled to two hundred and seventy (270) hours of vacation time annually credited on January 1st of each calendar year.

B. The Chief of Police shall be entitled to schedule his vacation time, provided that the Chief of Police shall not take vacation leave unless the Deputy Chief of Police or designee is available to assume control of the duties and responsibilities of the Chief of Police. In the absence of the Chief of Police, vacation scheduling must be approved in advance by the Deputy Police Chief or City Manager. In addition, the Chief of Police shall not schedule his vacation time during any time period where planned events shall require the presence of the Chief of Police. The Chief of Police shall be required to report to the City Manager the dates which the Chief of Police has selected for his vacation.

A. Up to one (1) year of any unused vacation time may be carried forward into the next

succeeding year.

B. Any unused or accrued vacation time up to five hundred and forty (540) hours shall be compensated for by the City as straight time when the Chief of Police becomes separated, either voluntarily or involuntarily, or retires from employment with the City.

ARTICLE IX – HOLIDAY TIME

A. The Chief of Police shall be entitled to thirteen (13) paid holidays per calendar year during the term of his contract. The specific holidays shall include:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Friday following Thanksgiving Day
13. Christmas Day

B. When any of these holidays occur on a Saturday, the holiday shall be observed on the Friday immediately preceding such Saturday. When any of these holidays occurs on a Sunday, the holiday shall be observed on the Monday immediately following such Sunday.

ARTICLE X – PERSONAL LEAVE

A. The Chief of Police may utilize forty (40) hours a year for leave for personal, business, household or family matters as described below, and such leave shall not accumulate year to year. Terminating or retiring employees shall be granted personal leave on a pro-rated basis often (10) hours for three (3) months of service.

B. Business means an activity that requires the presence of the Chief of Police during the

workday and is of such a nature that it cannot be attended to at a time outside of the workday.

C. Personal, household, or family refer to matters when the Chief of Police's absence from duty is necessary for the welfare of the Chief of Police or his family.

ARTICLE XI - INSURANCE

A. The City shall provide medical insurance for the Chief of Police, his spouse and dependent children at levels not less than those presently in effect. The City shall have the right to change insurance coverage so long as it is substantially similar to, or improved upon, the benefits currently provided. At no time shall the Chief of Police or his spouse and dependent children receive less medical coverage than that which is received by any other member of the Police Department. As to dependent children, the same shall be those children that are determined to be dependent as interpreted by the City insurance carrier. The City shall pay for all of the aforementioned insurance.

B. Upon retirement, the Chief of Police shall be entitled to receive, at no cost to him, medical and health benefits at levels offered by the NJ SHBP for retirees and as enumerated in this article. This provision shall not include any benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972 and Chapter 78.

ARTICLE XII – CLOTHING ALLOWANCE

A. The Chief of Police and the City agree that there shall be a clothing allowance provided to the Chief of Police in the amount of \$1,500.00 payable to the Chief of Police on April 15th of each year.

B. It shall be determined by the Chief of Police when to wear a uniform or plain clothes. In the absence of the Chief of Police it shall be left to the professional discretion of the Deputy Chief of Police as to when he/she should wear formal uniform or plain clothes.

C. Any uniform, clothing or watches of the employee actually damaged or destroyed in the

course of the employee's duties shall be repaired or replaced at the City's expense to a maximum of One Hundred (\$100.00) Dollars per claim as to watches and One Hundred Twenty-Five (\$125.00) Dollars per claim as to eyeglasses, subject to and conditioned upon the approval of the City Manager.

ARTICLE XIII – VEHICLE

A. The City agrees to supply the Chief of Police with an unmarked automobile to be used for police work and for his personal use. The make and model of the automobile shall be determined by the City. However, it shall be a full-sized, four-door vehicle and shall be equipped with such equipment as is needed for police work.

B. The Chief of Police shall be permitted to use the car for his personal use. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Chief of Police.

C. The City shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs, except when the vehicle is used for the Chief of Police's personal use, at which time the Chief of Police shall be responsible for the cost of gasoline.

D. The automobile shall not be used by anyone other than the Chief of Police, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

E. The vehicle may not be used for personal services except for those outlined in IRS Publication 15-b.

ARTICLE XIV – SALARY

The base salary of the Chief of Police shall be set at a rate that maintains a \$10,000.00 base salary increase differential between the Deputy Chief of Police's salary.

ARTICLE XV – LONGEVITY

A. The Chief of Police shall be paid, in addition to and together with his annual base salary, additional compensation based upon the length of his service and determined according to the following:

Years of Service	Amount
Starting the twenty-fifth (25th) year	\$7,500.00

B. Longevity pay shall be applied on the basis of the Chief of Police's anniversary date of employment. This longevity pay shall be paid regularly as part of the Chief of Police's salary and deductions shall be made so that this additional pay may be counted towards the final average for pension purposes.

ARTICLE XVI – EDUCATIONAL PROGRAMS/ CONFERENCES

A. The Chief of Police shall be permitted to attend and be compensated at his regular salary, for schools, seminar or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigation, or any other educational program of a management or supervisory nature with prior approval of the City Manager. All expenses such as tuition, travel, books, or any other charges connected with the educational program shall be borne by the City, subject to the availability of funds and with the approval of the City Manager and State of New Jersey, Department of Community Affairs.

B. The City also agrees to pay for the Chief of Police's dues for membership in the County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police and the International Association of Chiefs of Police subject to the availability of funds and the approval by the State of New Jersey.

C. The City agrees to grant time off with pay for the Chief of Police, with prior approval of the City Manager, to attend [any] meetings of the above-named associations, as long as such meetings are held within the State of New Jersey, subject to the availability of funds and the approval of the State of New Jersey.

ARTICLE XVII – MISCELLANEOUS PROVISIONS

To the extent that the City enters into an employment and/or collective bargaining Agreement with any police or superior officer union during the life of this contract which provides for a greater benefit than that set forth herein (e.g., higher clothing allowance, greater longevity, retirement badge etc.), this Agreement shall be automatically amended to provide for such greater benefit.

ARTICLE XVIII – ACTIONS AGAINST THE CHIEF OF POLICE

The City shall supply the Chief of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties and in accordance with the laws of the State of New Jersey and of the United States. The Chief of Police, subject to the approval of the City, may make the selection of an attorney and the City shall not unreasonably withhold such approval. The City shall similarly be responsible for the indemnification and counsel in connection with all claims arising from actions taken in the course of the Chief of Police's duties for actions filed subsequent to the expiration of this agreement.

ARTICLE XIX – SEPARABILITY AND SAVINGS

If any provision of this Agreement, or any application of this Agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX – FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargain able issues which or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXI – EQUIPMENT

The City is to purchase a 14K gold-filled badge and identification case (leather), with the employee's name imprinted thereon. The City is to purchase the retirement badge for any employee who completes his service or employment in the Police Department as an expression of appreciation and gratitude for the years of faithful service rendered to the community. Service or employment shall consist of twenty-five (25) years or more, or less, if the employee retires because of medical reasons.

ARTICLE XXII – LEAVE OF ABSENCE

A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one year, after which time the employee will be reinstated, subject to New Jersey Civil Service Regulations or other statutes, rules and regulations of the State of New Jersey or any other Federal law, rule or regulation which shall or may supersede this Article. The said leave of absence may not be arbitrarily or unreasonably withheld and shall be administered in accordance with the New Jersey State Civil Service Commission Regulations.

ARTICLE XXIII – TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2021 and shall remain in effect to and including December 31, 2021. This contract will remain in force until such time as it is re-negotiated by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal on the date specified below:

Date:
DAVID KELSO
Asbury Park Police Chief

Date:
DONNA M. VIEIRO
Asbury Park City Manager



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 13, 2021
RESOLUTION SUMMARY

2021-86

**Gregory J. Cannon, Esq. To Serve as A Hearing Officer
With Respect to A Personnel Matter.**



RESOLUTION NO. 2021-86

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

A RESOLUTION AUTHORIZING THE APPOINTMENT OF GREGORY J. CANNON, ESQ. TO SERVE AS A HEARING OFFICER WITH RESPECT TO A PERSONNEL MATTER.

WHEREAS, the City of Asbury Park (the “City”) wishes to appoint a licensed member of the New Jersey Bar to serve as an independent hearing officer with respect to a pending personnel matter; and

WHEREAS, the independent hearing officer shall be required to make findings of fact and conclusions of law based upon the testimony and evidence elicited regarding the personnel matter, and to make recommendations following the conclusion of said proceeding for a final determination; and

WHEREAS, the contemplated services are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.* (specifically, at N.J.S.A. 40A:11-2), because the services shall be performed by a person authorized by law to practice a recognized profession, whose practice is regulated by law, and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study; and

WHEREAS, the contemplated services are therefore exempt from the requirement of competitive bidding per N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the City wishes to appoint Gregory J. Cannon, Esq., of the firm of Sobel Han & Cannon, LLP, Aberdeen, New Jersey (also referenced as the “contractor”) to serve as the independent hearing officer in said matter; and

WHEREAS, Mr. Cannon shall be compensated for his services by the New Jersey Intergovernmental Insurance Fund (the “NJIFF”), rather than by the City; and

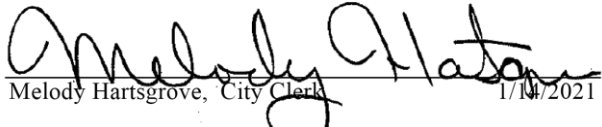
WHEREAS, Mr. Cannon’s appointment as the hearing officer in said matter shall terminate at the conclusion of the said personnel matter.

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

1. That the City hereby appoints Gregory J. Cannon, Esq. to serve as an independent hearing officer with regard to a pending personnel matter involving the City. The hearing officer shall make findings of fact and conclusions of law based upon the testimony and evidence elicited in this matter, and shall make recommendations for final action.
2. That the compensation for the hearing officer's services shall be paid by the NJIIF, rather than by the City.
3. That the duration of this appointment shall conclude upon the conclusion of the said personnel matter.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Gregory J. Cannon, Esq.
Sobel Han & Cannon, LLP
105 Reids Hill Road, Suite B
Aberdeen, NJ 07747;
 - b. Eric J. Nemeth, Esq., NJIIF;
 - c. Donna M. Vieiro, City Manager;
 - d. JoAnn Boos, Chief Financial Officer;
 - e. Tracy Lizardi, Director of Purchasing, Assistant CFO; and
 - f. Frederick C. Raffetto, Esq., Municipal Attorney.

I, ANTHONY CUCCI, 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. 2021-86 which was finally adopted by the City Council at a meeting held on the 13th day of January, 2021

CERTIFIED BY ME THIS 14th DAY OF January, 2021.


Melody Hartsgrrove, City Clerk 1/14/2021

ANTHONY CUCCI
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, January 13, 2021
REGULAR MEETING

Executive Session - 4:00 p.m.

2021-65 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

A. Call to Order/Roll Call

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 6:00 PM.

MATTERS FROM CITY COUNCIL

Council member Chapman stated, we are continuing to do COVID testing at the transportation center. The next testing date is this Friday, the 15th.

Council member Clayton stated, there will be a moment of unity and remembrance for all those who have been lost to COVID-19. It's going to be Tuesday the 19th at 5:30PM. We are asking the community to turn their lights on, come outside, ring bells, bang pots and pans for a minute and just recognize the losses that have been experienced over the last year. Thank you.

Council member Kendle had no matters at this time.

Deputy Mayor Quinn stated, I know we're still working out all the details, but Asbury is getting a vaccine site at the Senior Center. I want to thank the City staff and the Council for working with the VNA to ensure that not only will we have testing in Asbury, but we will have a vaccine site as well.

Mayor Moor stated, the Senior Freeze application deadline is now February 1st. Anyone who can apply should apply. If you need any information, go to our website. If you need any help you can call me. We got the vaccine started. We see the light at the end of the tunnel but we're still not out of the woods. Everyone please continue to wear their masks.

MATTERS FROM CITY MANAGER

City Manager, Donna Vieiro had no matters at this time.

MATTERS FROM CITY ATTORNEY

City Attorney, Frederick Raffetto had no matters at this time.

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Kendle to open the meeting to the public. All were in favor. The following members of the public spoke: Rita Marano, Ernest Mignoli, Tracy Rogers, Kerry Butch, and Myra Campbell.

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

MINUTES

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

1. Municipal Council Executive Meeting Dec. 18 10:00 AM
2. Municipal Council - Regular Meeting - Dec 18, 2020 11:00 AM
3. Municipal Council Executive Meeting Dec. 22, 4:00 PM
4. Municipal Council - Regular Meeting - Dec 22, 2020 6:00 PM
5. Municipal Council - Organizational Meeting - Jan 1, 2021 12:00 PM

INDIVIDUAL RESOLUTIONS

2021-43 Resolution Amending contract authorizing Clarke Caton Hintz to perform various actions from the Master Plan

RESULT:	TABLED [UNANIMOUS]
	Next: 1/27/2021 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-66 Resolution Establishing Standard Procedures and Requirements for Public Comments Made During Remote Meetings of The Mayor and Council of The City of Asbury Park.

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

2021-67 Resolution Amending Temporary Budget Appropriations for 2021 Budget

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

2021-68 Resolution Appointing the Firm of Surenian, Edwards & Nolan, LLC To Serve as Special Affordable Housing Counsel For the City of Asbury Park.

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

2021-69 Resolution Awarding a Contract for U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Petroleum Community-Wide Assessment Grant Service To Brownfield Redevelopment Solutions, Incorporated (BRS)

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

2021-70 Resolution Authorizing the Annual Renewal of All Traffic Solutions Software

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

2021-71 Resolution Awarding a Contract for Solid Waste Collection Services to DeLisa Demolition Inc

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

2021-72 Resolution Authorizing the Renewal of Office 365 Software

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

2021-73 Resolution Authorizing the Purchase of a Rescue Truck for the Fire Department

RESULT:	TABLED [UNANIMOUS]
	Next: 1/27/2021 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-74 Resolution Authorizing the Purchase of a SUV for Administration

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

2021-75 Resolution Authorizing the Purchase of Two Police Vehicles and Related Equipment

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

2021-76 Resolution Authorizing the Emergency Purchase and Installation of Two Damper Assemblies for the Boilers at the Waste Water Treatment Plant

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

2021-77 Resolution Authorizing Issuance of Duplicate Tax Sale Certificate #19-00001 Block 103 Lot 2 100 Drury Lane

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

2021-78 Resolution Authorizing Cancellation and Refund of Tax Sale Certificate #18-00053 due to Tax Over Bill Block 1005 Lot 1

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

2021-79 Resolution Appointing Members 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

2021-80 Resolution Appointing Member to the Planning Board (Class IV)

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

2021-81 Resolution Appointing a Member to the Public Art Commission

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

2021-82 Resolution Authorizing Purchase of Body Armor Vests for the Police Department

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

2021-83 Resolution Authorizing an Employment Agreement Between the City of Asbury Park and The Chief of The Asbury Park Fire Department

RESULT:	ADOPTED [3 TO 2]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	Jesse Kendle, John Moor

2021-84 Resolution Authorizing an Employment Agreement Between the City of Asbury Park and The Deputy Chief of The Asbury Park Police Department

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

2021-85 Resolution Authorizing an Employment Agreement Between the City of Asbury Park and The Chief of The Asbury Park Police Department

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

2021-86 A Resolution Authorizing the Appointment Of Gregory J. Cannon, Esq. To Serve as A Hearing Officer With Respect to A Personnel Matter.

RESULT:	ADOPTED [3 TO 2]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle
NAYS:	Amy Quinn, John Moor

ADJOURNMENT

The meeting was adjourned at 6:39 PM

A motion to close the meeting was made by Council member Chapman and seconded by Council member Kendle. All in favor.

Meeting was adjourned at 6:39PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk