



Agenda  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
ORGANIZATIONAL MEETING 2:00 PM

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**I. Executive Session - 12:00 p.m.**

1. 2025-1 Executive Session 1.15.2025

A. Contract Negotiations

1. Boardwalk Preservation Grant Fund
2. SHN Festivals, LLC - Use and License Agreement

B. Litigation

1. NJIIF Litigation Update

C. Attorney-Client Privilege

**II. Organizational Meeting - 2:00 p.m.**

**III. Call to Order**

**IV. Invocation by Reverend David J. Parreott, Jr.**

**V. Salute the Flag**

**VI. 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 5, 2024, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

**VII. Swearing in of Newly Elected Officials**

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

## **VIII. Nomination of Deputy Mayor**

### **A. Swearing in of Deputy Mayor**

2025-2 Appointment of Deputy Mayor

## **IX. Minutes**

1. Municipal Council - Executive Meeting December 23, 2024 4:00 PM
2. Municipal Council - Regular Meeting - Dec 23, 2024 6:00 PM

## **X. Resolutions**

### **1. Consent Agenda**

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

- 2025-3 Resolution Establishing Council Meeting Dates for 2025
- 2025-4 Resolution Designating the Official Newspapers for the City of Asbury Park for the Year 2025
- 2025-5 Resolution Establishing 2025 Schedule of Holidays
- 2025-6 Resolution Authorizing the City Clerk to Execute all Bingo and Raffle Games of Chance Applications that Meet all Provisions Pursuant to Statute for the 2025 Calendar Year
- 2025-7 Resolution Establishing Rules of Order for Public Comments
- 2025-8 Resolution 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 2025 Calendar Year
- 2025-9 Resolution Appointing a Fund Commissioner and Alternate to the New Jersey Intergovernmental Insurance Fund
- 2025-10 Resolution Appointing an ADA Compliance Officer and Coordinator
- 2025-11 Resolution Designating a Public Agency Compliance Officer
- 2025-12 Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications
- 2025-13 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 2025
- 2025-14 Resolution Adopting a Cash Management Plan for the City of Asbury Park

- 2025-15 Resolution Adopting a Debt Management and Capital Policy
- 2025-16 Resolution To Credit Sewer Account For Deduct Meter
- 2025-17 Resolution Fixing The Rate Of Interest To Be Charged On Delinquent Taxes, Assessments And Sewer Accounts
- 2025-18 Resolution Setting Fees for Tax Collection Department for 2025
- 2025-19 Resolution Approving and Adopting A Form Required to Be Utilized for The Filing of Tort Claims Against the City Of Asbury Park in Accordance with The Provisions of The New Jersey Tort Claims Act
- 2025-20 Resolution Appointing a Recycling Coordinator for the Year 2025

## 2. Individual Resolutions

- 2025-21 Resolution Appointing City Prosecutor
- 2025-22 Resolution Appointing Alternate City Prosecutor
- 2025-23 Resolution Appointing City Public Defender
- 2025-24 Resolution Appointing Alternate Public Defender
- 2025-25 Resolution Appointing the firm of Gene J Anthony, Esquire to Serve as Rent Leveling Board Attorney for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith.
- 2025-26 Resolution Appointing Community, Grants, Planning & Housing LLC To Serve as Affordable Housing Administrative Agent For the City of Asbury Park
- 2025-27 Resolution Appointing the Firm of Community Grants, Planning & Housing to Serve as Housing Rehabilitation Program Administrator and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2025-28 Resolution Awarding a Contract for U.S. Environmental Protection Agency Brownfield Community-Wide Hazardous Substances Assessment Grant and Petroleum Community-Wide Assessment Grant Service To Brownfield Redevelopment Solutions, Incorporated (BRS)
- 2025-29 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
- 2025-30 Resolution Appointing PFK O'Connor Davies LLP to Serve as Auditor for the City and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2025-31 Resolution 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
- 2025-32 Resolution Appointing Dilworth Paxson, LLP to Serve as Bond Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

- 2025-33 Resolution Appointing Dilworth Paxson, LLP to Serve as Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2025-34 Resolution Appointing Maraziti Falcon LLP to Serve as Waterfront Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith
- 2025-35 Resolution 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
- 2025-36 Resolution Appointing Plosia Cohen to Serve as OPRA Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2025-37 Resolution Appointing Rainone Coughlin Minchello, LLC to Serve as Labor Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2025-38 Resolution 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
- 2025-39 Resolution Authorizing the Execution of an Agreement for Professional Real Estate Appraisal Services to Pamela J. Brodowski, MAI, ASA, CTA of the Firm BRB Valuations & Consulting Services, LLC
- 2025-40 Resolution Appointing Gregory B. Pasquale, Esquire, to Serve as Special Tax Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith
- 2025-41 Resolution Authorizing the Award of a Contract to the Firm of Kyle + McManus Associates, LLC to Serve as the City's Consulting Planner for 2025
- 2025-42 Resolution Appointing the Firm of Surenian, Edwards, Buzak & Nolan, LLC To Serve as Affordable Housing Counsel For the City of Asbury Park
- 2025-43 Resolution Appointing Arcari + Iovino to Provide Architectural Services for the City, and Authorizing the Execution of an Agreement for Professional Architectural Services Associated Therewith
- 2025-44 Resolution Authorizing the Award of a Contract to The Firm of ENGenuity Infrastructure to Perform Special Project Engineering Services
- 2025-45 Resolution Authorizing the Award of a Contract to The Firm of NV5 to Perform Special Project Engineering Services
- 2025-46 Resolution Authorizing the Award of a Contract to The Firm of Leon S. Avakian, Inc. to Perform Special Project Engineering Services
- 2025-47 Resolution Appointing the Firm of CDM Smith, Inc. to Perform Special Project Engineering Services



- 2025-48 Resolution Authorizing the Award of a Contract to The Firm of Dynamic Traffic, LLC to Perform Special Project Engineering Services
- 2025-49 Resolution Authorizing Appointments to the Asbury Park TV Committee
- 2025-50 Resolution Authorizing Appointments to the Business Advisory Committee
- 2025-51 Resolution Authorizing Appointments to Community Development Block Committee
- 2025-52 Resolution Extending The Duration Of The “CCRB Exploratory Committee”
- 2025-53 Resolution Authorizing Appointments to the Deal Lake Commission
- 2025-54 Resolution Authorizing Appointments to the Environmental Shade Tree Commission
- 2025-55 Resolution Authorizing Appointments to the Green Team
- 2025-56 Resolution Authorizing Appointments to the Parking Committee
- 2025-57 Resolution Authorizing Appointments to the Participatory Budget Committee
- 2025-58 Resolution Authorizing Appointments to the Planning Board
- 2025-59 Resolution Authorizing Appointments to the Public Arts Commission
- 2025-60 Resolution Authorizing Appointments to Code Enforcement/Quality of Life Committee
- 2025-61 Resolution Authorizing Appointments to the Recreation Committee
- 2025-62 Resolution Authorizing Appointments to the Rent Leveling Board
- 2025-63 Resolution Authorizing Appointments to the Sunset Lake Commission
- 2025-64 Resolution Authorizing Appointments to the Mayor's Wellness Committee
- 2025-65 Resolution Authorizing Appointments to the Zoning Board of Adjustment
- 2025-66 Resolution Authorizing the Renewal of Office 365 Software
- 2025-67 Resolution Amending Resolution #2024-532 Authorizing Repairs to the 2017 Ford Police Interceptor Vehicle #28
- 2025-68 Resolution Authorizing The Execution Of An Agreement For The Reestablishment Of A Joint Meeting Known As The Deal Lake Commission, Along With One Amendment To Said Agreement

**XI. Announcement of Mayor's Appointment to the Library Board of Trustees**

**XII. Announcement of Mayor's Appointment to the Planning Board**

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

**XIII. Comments from Council Members**

**XIV. Comments from Mayor**

**XV. Public Participation**

**XVI. Adjournment**

**RESOLUTION NO. 2025-1****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 15, 2025 at 2:00 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. Boardwalk Preservation Grant Fund
2. SHN Festivals, LLC - Use and License Agreement

**B. Litigation**

1. NJIIF Litigation Update

**C. Attorney-Client Privilege:**

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

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-2**

Appointing A Deputy Mayor



**RESOLUTION NO. 2025-2**

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

**RESOLUTION APPOINTING A DEPUTY MAYOR**

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

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

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-2 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Minutes  
Meeting of the Municipal Council  
Monday, December 23, 2024  
REGULAR MEETING

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

2024-522 Resolution Authorizing a meeting which excludes the public

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

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

Call to Order/Roll Call

| Attendee Name         | Title               | Status  | Arrived |
|-----------------------|---------------------|---------|---------|
| Angela Ahbez-Anderson | Councilmember       | Present |         |
| Eileen Chapman        | Councilmember       | Present |         |
| Yvonne Clayton        | Councilmember       | Present |         |
| Amy Quinn             | Deputy Mayor        | Present |         |
| John Moor             | Mayor               | Present |         |
| Lillian Nazzaro       | City Manager        | Absent  |         |
| Frederick Raffetto    | City Attorney       | Absent  |         |
| Lisa Esposito         | City Clerk          | Present |         |
| John Hayes            | Deputy City Manager | Present |         |

City Clerk Lisa Esposito called the meeting to order at 6:02 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

**ITEMS TO BE PRESENTED:**

Matters from City Council

Minutes Acceptance: Minutes of Dec 23, 2024 6:00 PM (Minutes)

Council member Ahbez-Anderson stated, Good Evening, and wishing you all a very Merry Christmas, Happy Hanukkah and Happy Kwanza, thank you.

Council member Chapman stated, I would like to wish everyone a Happy Holiday whatever it is that you celebrate. I hope it is happy and safe. Again I just want to thank everyone who either volunteered or donated to a charity during this holiday season. I wanted to say thank you and let you know how much it means to our community. People came out in full force to help those that were impacted by the fire, support the Holiday Toy Drive, and so many other things. Thank you everyone.

Council member Clayton stated, Happy Holidays to everyone and I want to thank those of you who have contributed and donated your time and efforts to make this holiday a good one for all of our residents.

Thank you so much and have a wonderful holiday and Happy New Year.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, First of all, Happy Holidays to everyone. Two things happened recently. They happened close to the holidays makes no difference in Asbury Park because Asbury Park is a caring and giving City. On November 18th, a young student, King Blue was hit by a car getting off the bus. He had some operations and Abby Lifts Incorporated from Toms River installed the ramp free of charge. I thank Terry and John Quinlisk, the owners of Abby Lifts, their employee Ed Mercado and all those who donated to help this young gentleman get back to his life. I would like to thank all the City employees; Tee Gates, Cassandra Dickerson, Leesha Floyd, JoAnn Boos, Tanisha Bullock, Sylvia Sylvia, Lilibeth Corrales, and BreAsia Wright for coming to the aid of 12 families consisting of 22 people who were displaced from a fire at Vita Gardens on December 18th. They did this in conjunction with United Fellowship Church and Manna Food Pantry. We have some of the best City employees, residents, and volunteers in this City. Any time of year these two incidences show how great this city is and caring about people who are down and out and needed help. I am so proud of everyone in this city for helping them, thank you.

A proclamation recognizing the retirement of Frederick C. Raffetto as the City Attorney, was presented by Mayor and Council.

Matters from City Manager

Deputy City Manager, John Hayes had no matters at this time.

Matters from City Attorney

City Attorney (substitute), Aileen Brennan had no matters at this time.

## **PUBLIC PARTICIPATION**

A motion was made by Council member Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public



spoke: Matthew Whelan made a comment about the winners of the Asbury Park business window display contest, and the menorah lighting in Kennedy Park.

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

## **MINUTES**

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

1. Municipal Council- Executive Meeting December 11, 2024 3:00 PM
2. Municipal Council - Regular Meeting - Dec 11, 2024 6:00 PM **Accepted**

## **INDIVIDUAL RESOLUTIONS**

2024-523 Resolution Approving Payment of Bills

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember                 |
| <b>SECONDER:</b> | Amy Quinn, Deputy Mayor                       |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

2024-499 Resolution Authorizing a Professional Services Contract with T&M Associates for Design, Contract Administration and Inspection of Traffic Signal Installation at Grand and Sunset Avenues

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | John Moor, Mayor                              |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                 |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

2024-517 Resolution of The City of Asbury Park Adopting The Community Energy Plan (CEP) As Part Of The New Jersey Board Of Public Utilities CEP Grant Program

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

2024-524 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2024 Budget

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | John Moor, Mayor                              |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember                 |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

2024-525 Resolution Authorizing Support From Local Governing Body Authorizing A Grant Application (Green Communities Grant) To Provide Funding For A Licensed Tree

Minutes Acceptance: Minutes of Dec 23, 2024 6:00 PM (Minutes)

Expert Or Other Qualified Professional To Develop A Community Forestry Management Plan (CFMP) And Conduct A Tree Inventory Of Trees On City Public Property

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

2024-526 Resolution of Support from Local Governing Body Authorizing a 2024 Grant Application to provide funding for the Environmental Shade Tree Commission (ESTC)

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

2024-527 Resolution Of The Municipal Council Of The City Of Asbury Park Authorizing The Submission Of An Application To The New Jersey Urban Enterprise Zone Authority For Enterprise Zone Assistance Funds For The UEZ Program Administrative Expenses

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

2024-528 Resolution Awarding the Bid for Solid Waste Collection Services to DeLisa Demolition Inc

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

2024-529 Resolution Authorizing the Purchase and Installation of a New Electronic Gate Needed at the Department of Public Works

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

2024-530 Resolution Authorizing the Purchase of a New Emergency Electric Generator for DPW

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

2024-531 Resolution Approving Change Order #4 for the 2022 Roadway Improvement Program

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

Minutes Acceptance: Minutes of Dec 23, 2024 6:00 PM (Minutes)

2024-532 Resolution Authorizing the Repairs to the 2017 Ford Police Interceptor Vehicle #28

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | John Moor, Mayor                              |
| <b>SECONDER:</b> | Amy Quinn, Deputy Mayor                       |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

2024-533 Resolution Amending a Contract with G.M.H. Associates for Thickener Mechanism and Drive Units Needed at the Wastewater Treatment Plant

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

2024-534 Resolution Authorizing Second Amendment To Lease Agreement With New Cingular Wireless PCS, LLC

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

2024-535 Resolution Authorizing The Execution Of An Amended Agreement With Visiting Nurse Association Of Central Jersey For Public Health Nursing Services

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

2024-536 Resolution Authorizing Geese Management at Sunset Park for 2025

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

2024-537 Resolution Authorizing Geese Management at Wesley Lake for 2025

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

2024-538 Resolution Of The City Of Asbury Park Authorizing The Circulation Of A Preliminary Official Statement And Final Official Statement In Connection With The Sale Of Certain Bond Anticipation Notes Of The City And Approving A Continuing Disclosure Undertaking With Respect To Said Notes, And Authorizing And/Or Ratifying Other Actions In Connection Therewith

Minutes Acceptance: Minutes of Dec 23, 2024 6:00 PM (Minutes)

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

2024-539 Resolution Appointing Kevin Starkey. Esq., of the firm of Starkey, Kelly, Kenneally, Cunningham, Turnbach & Yannone to Serve as Municipal Attorney for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

## ORDINANCES

### Second Reading/Public Hearing

2024-32 2024 Transportation Update Ordinance

A motion to open 2024-32 to the public was made by Council member Chapman and seconded by Council member Ahbez-Anderson. All were favor. No members of the public spoke.

A motion to close 2024-32 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

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

## ADJOURNMENT

The meeting was adjourned at 6:32 PM

A motion to close the meeting was made by Council member Chapman and seconded Council member Clayton. Meeting adjourned at 6:32PM.

Respectfully submitted by:

\_\_\_\_\_  
Lisa Esposito, City Clerk



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-3**

Council Meeting Dates for 2025



## RESOLUTION NO. 2025-3

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

### RESOLUTION ESTABLISHING COUNCIL MEETING DATES FOR 2025

**BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park, that for the year 2025 the following shall be the meeting dates City Council:

|                              |              |
|------------------------------|--------------|
| January 15- (Reorganization) | July 9       |
| January 29                   | July 23      |
| February 12                  | August 13    |
| February 26                  | August 27    |
| March 12                     | September 10 |
| March 26                     | September 25 |
| April 9                      | October 8    |
| April 23                     | October 22   |
| May 14                       | November 12  |
| May 28                       | November 25  |
| June 11                      | December 10  |
| June 25                      | December 23  |

**BE IT FURTHER RESOLVED** that all executive session meetings commence at 4:00 p.m. Regular meeting will commence at 6:00 p.m.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-3 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-4**

Official Newspaper of the City of Asbury Park  
the Coaster, the Asbury Park Press, the Star Ledger



## RESOLUTION NO. 2025-4

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

### **RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS FOR THE CITY OF ASBURY PARK FOR THE YEAR 2025**

**BE IT RESOLVED**, by the City of Asbury Park, County of Monmouth, State of New Jersey that the following publications shall constitute the official newspaper(s) of the City of Asbury Park for the 2025 year, and until the date of the 2026 Council Reorganization Meeting:

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-4 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-5**

Establishing 2025 Schedule of Holidays



## RESOLUTION NO. 2025-5

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

### RESOLUTION ESTABLISHING 2025 SCHEDULE OF HOLIDAYS

BE IT RESOLVED by Mayor and Council of the City of Asbury Park the following will be considered official holidays for the year 2025.

| <u>Date</u> | <u>Holiday</u>                  |
|-------------|---------------------------------|
| January 1   | New Year's Day (Wednesday)      |
| January 20  | Martin Luther King Day (Monday) |
| February 14 | Lincoln's Birthday (Friday)     |
| February 17 | President's Day (Monday)        |
| April 18    | Good Friday (Friday)            |
| May 26      | Memorial Day (Monday)           |
| June 19     | Juneteenth (Thursday)           |
| July 4      | Independence Day (Friday)       |
| September 1 | Labor Day (Monday)              |
| October 13  | Columbus Day (Monday)           |
| November 4  | Election Day (Tuesday)          |
| November 11 | Veteran's Day (Tuesday)         |
| November 27 | Thanksgiving Day (Thursday)     |
| November 28 | Day After Thanksgiving (Friday) |
| December 25 | Christmas Day (Thursday)        |

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-5 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-6**

Authorizing the City Clerk to Execute all Bingo and Raffle Games of Chance Applications



## RESOLUTION NO. 2025-6

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

### **RESOLUTION AUTHORIZING THE CITY CLERK TO EXECUTE ALL BINGO AND RAFFLE GAMES OF CHANCE APPLICATIONS THAT MEET ALL PROVISIONS PURSUANT TO STATUTE FOR THE 2025 CALENDAR YEAR**

**BE IT RESOLVED** by the City Council of Asbury Park City that it hereby authorizes the City Clerk to execute all Bingo, 50/50's, and Raffle Games of Chance Applications pursuant to the statutory provisions of N.J.S.A. 5:8-1 et seq. for the remaining 2025 calendar year, and until the date of the 2026 Council Reorganization Meeting; and

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-6 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-7**

Establishing Rules of Order for Public Comments



## RESOLUTION NO. 2025-7

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

### RESOLUTION ESTABLISHING RULES OF ORDER FOR PUBLIC COMMENTS

**WHEREAS**, the City Council serves as the Governing Body of the City of Asbury Park pursuant to N.J.S.A. 40:69A-81, *et seq.*, and Section 2-2 of the Asbury Park City Code; and

**WHEREAS**, it is the desire of the City Council to provide for effective and productive public meetings by conducting the large volume of City business needed within the time constraints available at public meetings and in an orderly manner; and

**WHEREAS**, the City Council welcomes public comments, and to that end, provision is made for a public comment period at each meeting; and

**WHEREAS**, pursuant to N.J.S.A. 10:4-12, the City Council is permitted to establish rules governing the public comment period.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, that the following provisions shall govern the public comment period at every Council meeting for the remainder of the calendar year 2025, and until the date of the 2026 Council Reorganization Meeting:

1. Any person desiring to speak during the public comment period shall approach the microphone (or shall raise their hand virtually during a virtual Council meeting) and be recognized by the Chair before commencing their comments.
2. Each speaker shall state his or her full name and address for the record before making comments.
3. Each person recognized to speak may speak once for a maximum of three minutes.
4. Any speaker who exceeds the time limit shall be ruled out of order and shall be subject to removal. Each three-minute period is personal to each speaker and may not be ceded to another person.

5. Each speaker is expected to conduct himself or herself in a proper manner. No profanity shall be permitted, nor shall any derogatory, abusive or threatening language, or personal attacks, or disruptive conduct, be permitted. The Chair will immediately rule any such statements or conduct to be out of order and shall warn the speaker accordingly. If the individual continues to make such statements or to engage in such disruptive conduct, the Chair may terminate any further comments from that individual and, at the Chair's discretion, may have the individual removed from the meeting.
6. 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.
7. Any aspect of this protocol may be suspended for a particular matter by a vote of a majority of the City Council present at the meeting.

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution shall be provided to each of the following:

- a. City Manager; and
- b. Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-7 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-8**

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 2025 Calendar Year



**RESOLUTION NO. 2025-8**

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

**RESOLUTION 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 2025 CALENDAR YEAR**

**BE IT RESOLVED** by the City Council of Asbury Park City that it hereby authorizes the City Clerk to execute all application for the City of Asbury Park Fire Department Member's Enrollment into the New Jersey State Firemen's Association for the 2025 calendar year, and until the date of the 2026 Council Reorganization Meeting.

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-8 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-9**

Fund Commissioner and Alternate to the New Jersey Intergovernmental Insurance Fund  
City Manager and Denise Callery



## RESOLUTION NO. 2025-9

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

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

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

**WHEREAS**, the Mayor and Council wish to appoint the City Manager to serve as the Commissioner to the NJIIF on behalf of the City for 2025, and Denise Callery to serve as the alternate Commissioner for 2025.

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

1. The City Manager, and in the absence of the City Manager, the Deputy City Manager are hereby appointed to serve as the Fund Commissioner to the NJIIF on behalf of the City for the year 2025, and until the date of the 2026 Council Reorganization Meeting.
2. Denise Callery is hereby appointed to serve as the alternate Fund Commissioner to the NJIIF for the year 2025, and until the date of the 2026 Council Reorganization Meeting.
3. That a certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. Denise Callery, Alternate Commissioner
  - c. Eric J. Nemeth, Esq., NJIIF
  - d. JoAnn Boos, CMFO, Chief Financial Officer

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

NO. 2025-9 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-10**

City Manager ADA Officer



**RESOLUTION NO. 2025-10**

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

**RESOLUTION APPOINTING AN ADA COMPLIANCE OFFICER AND  
COORDINATOR**

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Council of the City of Asbury Park hereby appoint the City Manager as the ADA Compliance Officer for 2025, and for the Deputy City Manager to serve in this role in the absence of the City Manager. This term will last until the date of the 2026 Council Reorganization Meeting.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-10 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-11**

Designating a Public Agency Compliance Officer: City Manager





## RESOLUTION NO. 2025-11

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

### RESOLUTION DESIGNATING A PUBLIC AGENCY COMPLIANCE OFFICER

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

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

**WHEREAS**, the City Council desires to appoint the City Manager and the Deputy City Manager, in the absence of the City Manager, as its Public Agency Compliance Officer for 2025, until the date of the 2026 Council Reorganization Meeting.

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-11 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-12**

Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications



## RESOLUTION NO. 2025-12

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

### **RESOLUTION AUTHORIZING CITY MANAGER TO SIGN NJDEP TREATMENT WORKS APPLICATIONS**

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-12 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-13**

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



## RESOLUTION NO. 2025-13

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

### **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 2025**

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

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

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

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-13 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-14**

To adopt the Cash Management Plan for 2025



## RESOLUTION NO. 2025-14

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

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

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

**WHEREAS**, The City of Asbury Park's Chief Financial Officer and Treasurer recommend that the attached Cash Management Plan for Fiscal Year 2025 be adopted.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, and the State of New Jersey that the Fiscal Year 2025 Cash Management Plan is hereby adopted as indicated in the annexed document.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-14 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



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

PHONE: (732) 775-2100  
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JOHN MOOR, MAYOR  
AMY QUINN, DEPUTY MAYOR  
ANGELA AHBEZ-ANDERSON, COUNCILMEMBER  
EILEEN CHAPMAN, COUNCILMEMBER  
YVONNE CLAYTON, COUNCILMEMBER

LILLIAN L. NAZZARO, ESQ., CITY MANAGER  
JOHN B. HAYES, DEPUTY CITY MANAGER  
LISA ESPOSITO, RMC, CITY CLERK

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

### I. STATEMENT OF PURPOSE.

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

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

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

### III. DEFINITIONS.

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

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

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

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

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

“Local Government Investment Pool”. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the “Administrative Procedure Act,” P.L. 1968, c. 410 (c.52:14B-1 et seq.) by the local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of investments;

- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

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

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

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

##### **Current Fund**

**Beach Utility Operating Fund  
Transp. Utility Operating Fund  
Sewer Utility Operating Fund  
Trust Funds  
Grant Funds**

##### **General Capital Fund**

**Beach Utility Capital Fund  
Transport. Utility Capital Fund  
Sewer Utility Capital Fund  
Payroll Fund**

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

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

**V. STANDARDS OF CARE.**

1. Employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees shall disclose any material interests in the financial institutions with which business is conducted and they shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.
2. The Chief Financial Officer, under the direction of the Mayor and Council, is responsible for establishing and maintaining internal control. The controls should ensure that the assets of the City are protected from loss, theft, or misuse.

**VI. PROCEDURES FOR THE RECEIPT OF MONIES.**

A. Department Procedures

1. A receipt shall be issued in duplicate for all transactions involving the receipt of money. A copy of the receipt shall be given to the paying party and the duplicate shall be maintained by the receiving department. All payments and receipts must be recorded.
2. All monies collected or received from any source by or on behalf of the City shall be deposited within forty-eight (48) hours of receipt to the designated bank pursuant to N.J.S.A. 40A:5-15.

3. All monies received shall be placed in a secured place until forwarded for deposit.
4. No department, division or agency shall engage in the practice of cashing checks with public funds. Cashing of employee paychecks is prohibited.

**B. Chief Financial Officer (Designated Official)**

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

**VII. DESIGNATION OF DEPOSITORIES.**

City Council authorized a resolution on January 1, 2023, which designated the following banks, and financial institutions as official depositories for the Deposit of all public funds referred to in the Plan, including any Certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in this plan:

Citizens Bank

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

#### **VIII. AUTHORIZED INVESTMENTS.**

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

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

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the City, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the City to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits.

Purchase of any Permitted Investments that involve securities shall be executed by a “delivery versus payment” method to insure that such Permitted Investments are either received by the City or by a third party custodian prior to or upon the release of the City’s funds.

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

**X. CITY AUDITOR.**

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

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

**XI. SURETY BONDS.**

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

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

**XII. ESTABLISHING AND MAINTAINING CONTROLS.**

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

**XIII. REPORTING REQUIREMENTS.**

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

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

**XIV. TERM OF PLAN.**

This Plan shall be in effect until December 31, 2024. Attached to this Plan is a resolution of the Governing Body of the City approving this Plan for such period of time. The Plan may be amended from time to time by resolution of the governing body. To the extent that any amendment is adopted by the Council, the Designated Official is directed to supply copies of the amendment to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.







Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-15**

To adopt Debt Management and Capital Policy for 2025



## RESOLUTION NO. 2025-15

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

### **RESOLUTION ADOPTING A DEBT MANAGEMENT AND CAPITAL POLICY**

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

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

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-15 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

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

LILLIAN L. NAZZARO, ESQ., CITY MANAGER  
JOHN B. HAYES, DEPUTY CITY MANAGER  
LISA ESPOSITO, RMC, CITY CLERK

## CAPITAL POLICY

### Capital Policy Elements:

### Process Elements:

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

2. Management and monitoring of Capital Authorizations
  - a. Improvement Authorizations shall be monitored and managed to avoid unintended consequences on debt and debt service (to avoid over spending relative to the capital plan and debt policy by spending on old Capital Authorizations). The monitoring needs to take into account all Improvements Authorizations that have been approved and not cancelled, regardless of year of approval.
  - b. To keep good control over Improvement Authorizations, any project that has not commenced within 2 years of approval of the improvement authorization will be cancelled and, if appropriate, re-submitted for approval.
  - c. Once a capital project has commenced, any remaining balance of the Improvement Authorization will be promptly cancelled at project completion, and in the case of multi-year projects, reviewed annually after project commencement.
  - d. The Improvement Authorization clean-up process shall occur at the end of each year.

Resolution Adopted January 15, 2025



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JOHN MOOR, MAYOR  
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JOHN B. HAYES, DEPUTY CITY MANAGER  
LISA ESPOSITO, RMC, CITY CLERK

## **Debt Management and Fiscal & Fund Balance Policy**

### **INTRODUCTION**

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

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

The Debt Policy is to be used in conjunction with the operating and capital budgets, the Capital Improvement Program (CIP), and other financial policies. The advantages of a Debt Policy are:

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

## PURPOSE

The Debt Policy Statement sets forth comprehensive guidelines for the financing of capital expenditures. It is the objective of this policy that (1) the City obtains financing only when

desirable, (2) the process for identifying the timing and amount of debt financing be as efficient as possible (3) obtain and then retain the highest possible credit rating, (4) obtain the most favorable interest rate and other related costs and (5) comply with full and complete financial disclosure and reporting.

Debt financing, to include general obligation bonds, temporary notes, lease/purchase agreements, debt guaranteed by the City, and other City obligations permitted to be issued or incurred under State statute, should only be used to purchase capital assets that will not be acquired from current resources. The useful life of the asset or project needs to equal or exceed the payout schedule of any debt the City assumes for that project. This allows for a closer match between those who benefit from the asset and those that pay for it.

To enhance creditworthiness and prudent financial management, the City is committed to systematic capital planning, intergovernmental cooperation and coordination, and long-term

financial planning. Evidence of this commitment to capital planning will be demonstrated through adoption and periodic adjustment of the City's Capital Improvement Plan (CIP) and the annual adoption of a multi-year Capital Improvement Budget. Capital Planning shall be the responsibility of the City Administrator.

## ANNUAL REVIEW

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

## IMPLEMENTATION

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

- Full and timely payment of principal and interest on all outstanding debt
- That debt be incurred only for those purposes as provided by State statute
- Capital improvements should be developed, approved and financed in accordance with the capital improvement budgeting process as required by the adoption of the annual budget
- The payment of debt shall be secured by the faith, credit and taxing power of the City, in the case of General Obligation, and the by the pledge of specified, limited revenues in the case of other obligations



- Principal and interest retirement schedules shall be structured to: 1) achieve a low borrowing cost for the City, 2) accommodate the debt service payments of existing debt and 3) respond to perceptions of market demand. Shorter maturities should be encouraged to demonstrate that debt is being retired at an aggressive pace
- The City shall select a method of sale that will maximize the financial benefits to the City. Such sales shall be governed by applicable laws, rules and regulations established by the State of New Jersey
- The City can incur debt as per the rules and regulations as promulgated by the State of New Jersey as outlined in N.J.S.A 40A:2-1 et seq. (New Jersey Bond Law) and N.J.S.A 40A:3-1 et seq. (Municipal Qualified Bond Act) or other appropriate laws, regulations or rules
- Maintain an existing Fund Balance (surplus) of 5% - 15% of the previous year's local government tax levy
- Maintain that debt appropriations are moderate in regards to the annual budget with a goal of no more than 15% of appropriations
- The City shall maintain good communications with bond rating agencies to ensure complete and clear understanding of the credit worthiness of the City; and
- Every financial report (AFS, ADS, Official Statement, etc.) shall follow a policy of full, complete and accurate disclosure of financial conditions and operating results.

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

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

In developing financing recommendations, the City staff should consider:

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

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

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

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

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

## **FUND BALANCE**

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

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

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

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

**CREDIT RATINGS**

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

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

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

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

**DISCLOSURES**

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





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-16**

This resolution is to issue sewer bill credits for residents that have deduct meters installed for irrigation. We issue a credit against these sewer bills for water that is used for irrigation as it does not run through the sewer system.



**RESOLUTION NO. 2025-16**

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

**RESOLUTION TO CREDIT SEWER ACCOUNT FOR DEDUCT METER**

WHEREAS, properties in The City of Asbury Park have deduct meters used for irrigation credits and are not connected to a sewer line; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit each sewer account with a deduct meter reading for 2025.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-16 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-17**

This resolution sets the rates of interest and penalty that are charged to delinquent accounts in accordance with the state laws. This can be placed on the consent agenda as this resolution is routine in nature.

**RESOLUTION NO. 2025-17**

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

**RESOLUTION FIXING THE RATE OF INTEREST TO BE CHARGED ON  
DELINQUENT TAXES, ASSESSMENTS AND SEWER ACCOUNTS**

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

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

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

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

1. The Tax Collector is hereby authorized and directed to charge 8% per annum on the first \$1,500.00 of taxes becoming delinquent after due date, and 18% per annum on any amount of taxes in excess of \$1,500.00 becoming delinquent after due date, and if delinquency in excess of \$10,000.00 remains in arrears beyond December 31st, a penalty of 6% of the amount of the delinquency shall be charged.
2. Effective January 1, 2025, no interest shall be charged if payment on any installment is made within ten (10) calendar days following the date upon which the installment became due.
3. Any payments not made in accordance with Paragraph Two of this Resolution shall be charged the interest from the due date.

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



I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-17 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-18**

This resolution sets the fees charged by the Tax Collection Department for various documents the department produces. This can be placed on the consent agenda as this resolution is routine in nature.



## RESOLUTION NO. 2025-18

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

### **RESOLUTION SETTING FEES FOR TAX COLLECTION DEPARTMENT FOR 2025**

**WHEREAS**, Title 54 of the New Jersey Revised Statutes authorizes municipalities to charge certain fees for various services provided by the Tax Collector; and

**WHEREAS**, the City of Asbury Park currently charges fees for other City services; and

**WHEREAS**, the City Council believes it is in the best interest of the City to review and update said fees on a regular basis.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Asbury Park, County of Monmouth, State of New Jersey, the City of Asbury Park will charge fees for the below services.

#### **Redemption of certificate.**

In accordance with N.J.S.A. 54:5-54, the Tax Collector shall provide to any party entitled to redeem a certificate pursuant to this section (N.J.S.A. 54:5-54) two calculations of the amount required for redemption within a calendar year at no cost. For each subsequent calculation requested from the Tax Collector, there shall be a \$50 fee. A request for a redemption calculation shall be made in writing to the Tax Collector.

#### **Redemption of tax lien.**

In accordance with N.J.S.A. 54:5-97.1, the Tax Collector may charge a lienholder of a tax lien \$50 for the calculation of the amount due to redeem the tax lien as required pursuant to N.J.S.A. 54:5-97.1. Any request for a redemption calculation shall specify the dates to be used for calculation, which shall be the date of the notice. Neither the Tax Collection nor the municipality shall be liable for an incorrect calculation. The fee paid to the municipality shall not become part of the lien and shall not be passed on to any party entitled to redeem pursuant to N.J.S.A. 54:5-54.

#### **Service charge for insufficient funds.**

In accordance with N.J.S.A. 40:5-18, the service charge for a payment returned for insufficient funds shall be \$20 per payment. Any service charge authorized by this section shall be collected in the same manner prescribed by law for the collection of the account for which the payment

was tendered. In addition, the governing body may require future payments to be tendered in cash or by certified or cashier's check.

**Duplicate tax bill.**

In accordance with N.J.S.A. 54:4-64(d), the Tax Collector is hereby authorized to charge the following fees for the preparation of duplicate tax bills:

A. \$5 for the first duplicate copy.

B. \$25 for each subsequent duplicate copy requested in the same fiscal year.

**Tax search certificate.**

In accordance with N.J.S.A. 54:5-14, the Tax Collector is hereby authorized to charge a fee of \$10 for each official municipal tax search certificate issued. Pursuant to N.J.S.A. 54:5-15, the Tax Collector is further authorized to charge a fee of \$2 per calendar year for the continuation of an official municipal tax search.

**Duplicate tax sale certificate.**

In accordance with N.J.S.A. 54:5-52.1, the Tax Collector is hereby authorized to charge a fee of \$100 for the preparation of a duplicate tax sale certificate. This fee shall be collected upon the receipt of a written request for a duplicate certificate from the legal lienholder or their representative and must be approved by the Mayor and Council, by resolution, before a duplicate certificate can be created.

**Certificate of redemption.**

In accordance with N.J.S.A. 54:5-97.1, the Tax Collector is hereby authorized to charge a fee of \$50 to prepare and execute a certificate of redemption of tax sale. This fee shall be collected upon the receipt of a written request from the property owner or their authorized agent.

**Mailing of tax sale notices in lieu of advertising.**

The Tax Collector is hereby authorized to send, by regular mail, two notices in lieu of any two tax sale publications to the property owner of record and to any person or entity entitled to notice pursuant to N.J.S.A. 54:5-104.48 for a fee of \$25 per notice. The total cost to be charged and collected shall not exceed \$50 per property tax sale.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-18 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-19**

Approving and Adopting a Form Required to be used for Filing a Tort Claim

**RESOLUTION NO. 2025-19**

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

**RESOLUTION APPROVING AND ADOPTING A FORM REQUIRED TO BE  
UTILIZED FOR THE FILING OF TORT CLAIMS AGAINST THE CITY OF ASBURY  
PARK IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY TORT  
CLAIMS ACT**

**WHEREAS**, the New Jersey Tort Claims Act, N.J.S.A. 59:8-6 provides that a public entity may adopt a form to be completed by claimants seeking to file a Notice of Tort Claim against the public entity; and

**WHEREAS**, the City of Asbury Park (the “City”) is a public entity covered by the provisions of the New Jersey Claims Act; and

**WHEREAS**, the City deems it advisable, necessary and in the public interest to adopt a Notice of Tort Claim form in the form attached hereto and made a part hereof.

**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 attached Notice of Claim form be and is hereby adopted as the official Notice of Tort Claim form for the City; and
2. That all persons making claims against the City, pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:8-1, *et seq.* be required to complete the form herein adopted as a condition with the notice requirements of the New Jersey Tort Claims Act.
3. That a certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager;
  - b. Eric J. Nemeth, Esq., NJIIF;
  - d. Ezio I. Altamura, AAI, CIC, CWCP, NJWCP;
  - e. Justin Wilkinson, Account Manager, PMA; and
  - f. Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-19 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-20**

Yvonne Adams Appointment of Recycling Coordinator for the Year 2025



**RESOLUTION NO. 2025-20**

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

**RESOLUTION APPOINTING A RECYCLING COORDINATOR FOR THE YEAR 2025**

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Council of the City of Asbury Park hereby appoint Yvonne Adams as the Recycling Coordinator for 2025, and until the date of the 2026 Council Reorganization Meeting.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-20 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-21**

Resolution Appointing City Prosecutor James Butler



## RESOLUTION NO. 2025-21

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

### RESOLUTION APPOINTING CITY PROSECUTOR

**WHEREAS**, the City of Asbury Park has a need to engage the services of a City Prosecutor for the year 2025, to provide services as per N.J.S.A. 2B:25-5 et. al.; and

**WHEREAS**, the City of Asbury Park is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c. 19, N.J.S.A. 19:44-20.4 et.seq.) (“Act”); and

**WHEREAS**, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law; and

**WHEREAS**, the DLGS has provided its consent to permit the City to appoint and retain the Municipal Prosecutor in 2025 without undertaking a new “fair and open” process so long as the Municipal Prosecutor is not increasing his rates over the 2024 levels; and

**WHEREAS**, the Municipal Prosecutor has agreed to maintain his rates at the 2024 levels and;

**WHEREAS**, the CFO has certified the availability of funds for said contract in budget account 5-01-25-275-000-202;

**WHEREAS**, the anticipated term of this contract is for twelve (12) month period, commencing on January 15, 2025 and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

**WHEREAS**, following said review, the City Council wishes to reappoint James N. Butler Jr. to the professional service contract to provide prosecutor services in the amount of \$650.00 per court session and \$150.00 per hour for matters held in Superior Court, for the remainder of the year 2025.

**NOW, THEREFORE, BE IT RESOLVED** that the award of the professional service contract for City Prosecutor services is hereby made to James N. Butler Jr., Attorney at Law, in an amount of \$650.00 per court session and \$150.00 per hour for all Court matters held in Superior Court, for the calendar year 2025.

**BE IT FURTHER RESOLVED** that James N. Butler, Jr. shall be paid a fee not to exceed \$50,000.00 for services herein enumerated.

**BE IT FURTHER RESOLVED** that a notice of this action shall be printed once in the newspaper(s) of record.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to sign all documents associated with the contract.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-21 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK

**AGREEMENT FOR PROFESSIONAL SERVICES  
MUNICIPAL PROSECUTOR, CITY OF ASBURY PARK**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between THE CITY OF ASBURY PARK, a Municipal Corporation of the State of New Jersey, located at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter the “City”) and JAMES N. BUTLER, JR., ESQUIRE, An Attorney at Law of the State of New Jersey, located at 601 Bangs Avenue, Suite 507, Asbury Park, New Jersey, 07712 (hereinafter the “Attorney” or “Municipal Prosecutor”);

AND, IT APPEARING that the City has a need to engage the services of a Municipal Prosecutor for the calendar year 2025 who shall perform all of the duties prescribed in N.J.S.A. 2B:25-5, *et seq.*, including, but not limited to the prosecution of criminal, quasi-criminal, and disorderly persons offenses, along with motor vehicle offenses, and any other matters for which the City’s Municipal Court has jurisdiction pursuant to law and rule of the Supreme Court of the State of New Jersey;

AND IT FURTHER APPEARING that on January 1, 2025, the City of Asbury Park intends to adopt a Resolution authorizing the award of a professional services contract for the aforesaid services to the Attorney pursuant to the “fair and open” process in accordance with the New Jersey Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), *et seq.* and the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A20.4, *et seq.*;

AND the City and Attorney wish to set forth their respective rights and responsibilities in the within Agreement;

THEREFORE, IT IS AGREED as follows:

1. The City hereby appoints and employs the attorney to serve as the Municipal Prosecutor in accordance with the statutes and ordinances pertaining thereto, subject to the terms and conditions contained herein.

2. The Attorney hereby accepts this appointment and agrees to serve as the Municipal Prosecutor for of one year, from January 1, 2025 through December 31, 2025, and in accordance with the terms and conditions contained in this Agreement.

3. The City hereby agrees to pay the Attorney for the services performed by him in his capacity as Municipal Prosecutor for the calendar year 2025:

- (a) \$650.00 per municipal court session; and
- (b) \$150.00 per hour for all Court matters held in Superior Court.

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

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

6. The Attorney is aware that the City has enacted Section 2-76 of the Asbury Park City Code which requires public contracting reform and prohibits certain professional service contractors, during the term of their contracts with the City, from making contributions, or pledges thereof, of money or other in-kind donations to any City of Asbury Park candidate or holder of a public office within the City having ultimate responsibility for the award of his contract, 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 Asbury Park City

municipal candidates or municipal officeholders. The parties hereby recognize that the Attorney is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the Attorney to violate the requirements of the Section 2-76 of the City Code during the term of this agreement.

7. Statutorily Required Affirmative Action Clause:

During the term of this agreement, the City and the Attorney hereby incorporate into this Agreement the mandatory affirmative action language pursuant to N.J.S.A. 10:5-31, *et seq.* (P.L. 1975, C 127) N.J.A.C. 17:27, as amended and supplemented from time to time as set forth Exhibit "A" attached. The Attorney shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto as "Exhibit "B". Both Exhibits are incorporated hereby by reference. The Attorney shall submit a copy of the Certificate of Employee Information Report Form AA302 (Initial Employee Information Report) prior to any payments being made under this Contract.

8. Political Contribution Disclosure:

The within Agreement has been awarded to the Contractor (Attorney) based upon the merits and abilities of the Contractor (Attorney) to provide the services described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, *et seq.* As such, the undersigned do hereby attest that the Contractor (Attorney) his/her firm, his/her firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of this/her firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c. 19, affect the Contractor's (Attorney's) eligibility to perform this Agreement, nor will the Contractor (Attorney) or his/her firm make a reportable contribution during the term of the within Agreement to any

political party committee in the City of Asbury Park if a member of that political party is serving in an elective public office of the City of Asbury Park when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City of Asbury Park when the Agreement is awarded.

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

10. Subject to the provision of Paragraph 11 below, this Contract shall commence on January 1, 2025 and expires on December 31, 2025, or until the appointment and qualification of a successor to the Attorney.

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

12. This Contract is subject to the review and approval of the New Jersey Division of Local Government Services (the "Division"), in accordance with the Memorandum of Understanding executed by the Division and the City regarding the provision of state funding to the City.

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

ATTEST CLERK/WITNESS

BY: \_\_\_\_\_  
LISA ESPOSITO, RMC,  
CITY CLERK

CITY OF ASBURY PARK

BY: \_\_\_\_\_  
JOHN B. MOOR, MAYOR

\_\_\_\_\_  
JAMES N. BUTLER, JR., ESQUIRE





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-22**

Resolution Appointing Alternate City Prosecutor James Carton, Esq,



## RESOLUTION NO. 2025-22

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

### RESOLUTION APPOINTING ALTERNATE CITY PROSECUTOR

**WHEREAS**, the City of Asbury Park has a need to engage the services of an Alternate City Prosecutor for the year 2025, to provide services as per N.J.S.A. 2B:25-4 et. al., on an as-needed basis; and

**WHEREAS**, following said review, the City Council wishes to appoint James Carton, Esq. as the Alternate City Prosecutor for the year 2025; and

**WHEREAS**, the City of Asbury Park is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c. 19, N.J.S.A. 19:44-20.4 et.seq.) (“Act”); and

**WHEREAS**, the City of Asbury Park followed the guidelines as set forth in the New Jersey Local Unit Pay-to-Play Law issued by the New Jersey Department of Community Affairs; and

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

**WHEREAS**, the CFO has verified that funds exist for this activity in account 5-01-25-275-000-202; and

**WHEREAS**, this contract is being awarded the under non-fair and open process.

**NOW, THEREFORE, BE IT RESOLVED** that the award of the professional service contract for alternate prosecutor services is hereby made to James Carton, Esquire., for the year 2025.

**BE IT FURTHER RESOLVED** that this contract shall commence effective January 15, 2025 through December 31, 2025, or until a successor has been duly appointed and qualified.

**BE IT FURTHER RESOLVED** that a notice of this action shall be printed once in the newspaper(s) of record.

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to sign all documents associated with the contract and City Clerk will attest, so long as said documents are in form satisfactory to the City Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-22 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of January 1, 2025 between the City Council of the City of Asbury Park, County of Monmouth, State of New Jersey, and Carton Law Firm, L.L.C.

WHEREAS, on January 1, 2025, the City Council of the City of Asbury Park appointed James D. Carton, IV, Esquire as Alternate Prosecutor for the calendar year 2023 and wishes to set forth the terms governing the provision of services to be provided by the City Council Attorney and the compensation to be paid for said services in an Agreement, as required by the provisions of the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Local Public Contract Law, N.J.S.A. 40A:11-5(1), authorizes the retention of such counsel without competitive bidding; and

WHEREAS, the City Council did adopt a Resolution authorizing the Mayor of the City of Asbury Park to enter into the within Agreement,

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. James D. Carton, IV, Esquire is specifically retained as Alternate Prosecutor for a term beginning on January 1, 2025 and expiring on December 31, 2025, to complete all legal services required by a Prosecutor.
2. The Prosecutor will be compensated for services rendered as follows:
  - A. \$650.00 per session or \$150.00 per hour in Superior Court.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

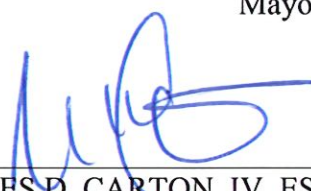
BOROUGH COUNCIL OF THE  
CITY OF ASBURY PARK

\_\_\_\_\_  
Municipal Clerk

By:

\_\_\_\_\_  
Mayor

By:

  
\_\_\_\_\_  
JAMES D. CARTON, IV, ESQ.  
FOR THE FIRM



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-23**

Public Defender Appointment Matthew Sage for 2025



## RESOLUTION NO. 2025-23

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

### RESOLUTION APPOINTING CITY PUBLIC DEFENDER

**WHEREAS**, the City of Asbury Park has a need to engage the services of a City Public Defender for the year 2025, to provide services as per N.J.S.A. 2B:24-6 et. al.; and

**WHEREAS**, the Mayor and Council have determined to appoint Matthew Sage, Esq. to serve as the Public Defender for the City for 2025; and

**WHEREAS**, in prior years the City determined to award a contract for these services through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law; and

**WHEREAS**, the City of Asbury Park is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c. 19, N.J.S.A. 19:44-20.4 et.seq.) (“Act”); and

**WHEREAS**, the City of Asbury Park followed the guidelines as set forth in the New Jersey Local Unit Pay-to-Play Law issued by the New Jersey Department of Community Affairs; and

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

**WHEREAS**, this contract is being awarded the under non-fair and open process.

**WHEREAS**, following said review, the City Council wishes to appoint Matthew Sage, Esq. as the City Public Defender for the year 2025.

**NOW, THEREFORE, BE IT RESOLVED** that the award of the contract for City Public Defender services is hereby made to the Matthew Sage, Esq., for all Court matters held in Municipal and Superior Court, for the calendar year 2025.

**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 as certified the availability of funds for

said contract in budget account 5-01-43-495-000-021;

**BE IT FURTHER RESOLVED** that the contract shall commence January 15, 2025.

**BE IT FURTHER RESOLVED** that a notice of this action shall be printed once in the newspaper(s) of record.

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to sign all documents associated with the contract and City Clerk will attest, so long as said documents are in form satisfactory to the City Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-23 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



# AGREEMENT FOR PROFESSIONAL SERVICES

## CITY OF ASBURY PARK PUBLIC DEFENDER

THIS AGREEMENT made on this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Asbury Park, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City" and Matthew Sage of the Law Office of Matthew Sage, LLC, located at 625 Route 9, Beachwood, New Jersey, 08722, hereinafter referred to as "Professional."

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for professional services, for a term terminating on December 31, 2025, and

WHEREAS, the Professional has submitted a proposal for Public Defender to the City, the terms and conditions of said proposal, including the fee of **five hundred dollars (\$500.00) per court session, and one hundred and fifty dollars (\$150) per hour for matters held in Superior Court**, are satisfactory to the City, and as set forth therein.

NOW, THEREFORE, WITNESSETH THIS AGREEMENT: That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that Matthew Sage shall furnish Legal Services as Public Defender and the City shall make payment for same.

The Professional shall conform to the State of New Jersey Affirmative Action requirements as submitted in proposal.

This contract has been authorized by Resolution of the governing body of the City.

ATTEST:

\_\_\_\_\_  
MUNICIPAL CLERK

\_\_\_\_\_  
MAYOR JOHN B. MOOR

WITNESS:

LAW OFFICE OF MATTHEW SAGE, LLC

\_\_\_\_\_  
MATTHEW SAGE, ESQ.

DATE: \_\_\_\_\_

Attachment: 2025 - Matthew Sage - Public Defender - Contract (2025-23 : Appointing City Public Defender 2025)



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-24**

Appointment of Alternate Public Defender -Donald K. Greer, Jr., Esquire.



## **RESOLUTION NO. 2025-24**

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

### **RESOLUTION APPOINTING ALTERNATE PUBLIC DEFENDER**

WHEREAS, the City of Asbury Park has a need to engage the services of an Alternate City Public Defender for the year 2025, to provide services as per N.J.S.A. 2B:25-4 et. al., on an as-needed basis; and

WHEREAS, following said review, the City Council wishes to appoint Donald K. Greer Jr., Esq. as the Alternate Public Defender for the year 2025; and

WHEREAS, the City of Asbury Park is required to comply with the New Jersey Pay-to-Play Law (P.L. 2004 c. 19, N.J.S.A. 19:44-20.4 et.seq.) (“Act”); and

WHEREAS, the City of Asbury Park followed the guidelines as set forth in the New Jersey Local Unit Pay-to-Play Law issued by the New Jersey Department of Community Affairs; and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

WHEREAS, the CFO has verified that funds exist for this activity in account 5-01-43-495-000-020; and

WHEREAS, this contract is being awarded the under non-fair and open process.

NOW, THEREFORE, BE IT RESOLVED that the award of the professional service contract for alternate public defender services is hereby made to Donald K. Greer Jr., Esquire., for the year 2025.

BE IT FURTHER RESOLVED that the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the newspaper(s) of record.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign all documents associated with the contract and City Clerk will attest, so long as said documents are in form satisfactory to the City Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-24 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK

**AGREEMENT FOR PUBLIC DEFENDER**

This AGREEMENT, made this \_\_\_\_\_ day of December, 2024:

Between Greer Law Firm and the City of Asbury Park;

WHEREAS, pursuant to law, the parties herein agree and enter into an AGREEMENT for professional services of City Public Defender.

THE PARTIES HEREBY AGREE: Greer Law Firm (GLF) shall serve as City Public Defender for the year commencing January 1, 2025 and ending December 31, 2025.

Sai services shall be provided at a rate of \$500.00 per Public Defender session. The total amount per year shall not exceed the amount as appropriated by Asbury Park and shall be paid upon receipt and approval of a vouch from GLF.

All normal services of a Public Defender shall be provided by GLF.

The parties agree to incorporate into this Agreement the mandatory language of subsection 3.4(a) of the regulations of the Treasurer pursuant to N.J.S.A 10:5-31 and N.J.A.C 17.27 as amended or supplemented from time to time.

The parties agree the Agreement incorporates the mandatory language of Section 5.3 of PL 1975, c 127 and JJAA 17.27 as amended or supplemented from time to time.

The mandatory language of Affirmative Action is incorporated into this Agreement as well as the mandatory Equal Opportunity language.

GLF has submitted a Political Disclosure Form and this contract was awarded through a Fair and Open Practice. No political contribution has been made by GLF which would affect the ability of GLF to perform the duties under this Agreement. GLF has not, and will not, make a reportable contribution to any political party or committee in Asbury Park if a member is serving in elected office in Asbury Park.

GLF has provided Proof of Insurance and the coverage remains in full force and effect.

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 firm, his firm's subsidiaries and assigns, and any principals controlling in excess of ten percent of his firm, have neither made a contribution to the Election Law Enforcement Commission pursuant to N.J.S.A 19:44A-8 or 19:44A-16, in the one 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 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.

**SIGNED**

\_\_\_\_\_  
CITY OF ASBURY PARK

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
GREER LAW FIRM

DATED:



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-25**

Resolution appointing the Gene J Anthony Attorney at Law as the Rent Leveling Board Attorney for the calendar year of 2025



## RESOLUTION NO. 2025-25

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

**RESOLUTION APPOINTING THE FIRM OF GENE J ANTHONY, ESQUIRE TO  
SERVE AS RENT LEVELING BOARD ATTORNEY FOR THE CITY, AND  
AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL  
SERVICES ASSOCIATED THEREWITH.**

**WHEREAS**, the City of Asbury Park has a need to acquire Rent Leveling Board Attorney as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 to 20.5; and,

**WHEREAS**, the Chief Financial Officer has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

**WHEREAS**, the firm of Gene J. Anthony Attorney at Law has submitted a proposal indicating they will provide the Rent Leveling Board Attorney services, and shall billed at a rate of \$150.00 per hour for year 2025; and

**WHEREAS**, the firm of Gene J. Anthony Attorney at Law has completed and submitted a Business Entity Disclosure Certification which certifies that the firm of Gene J. Anthony Attorney at Law has not made any reportable contributions to a candidate committee in the City of Asbury Park in the previous one year, and that the contract will prohibit the firm of Gene J. Anthony Attorney at Law from making any reportable contributions through the term of the contract, and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in account 5-01-20-100-000-209.

**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, awards Gene J. Anthony Attorney at Law as the



Rent Leveling Board Attorney.

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

**BE IT FURTHER RESOLVED** that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution. and,

**BE IT FURTHER RESOLVED** that notification of this award will be published in one of the official newspaper(s) of the City of Asbury Park for the 2025 year.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-25 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK

AGREEMENT, made this \_\_\_\_\_ day of January, 2025  
by and between

**THE CITY OF ASBURY PARK,**  
a municipal corporation of the State of New Jersey,  
(hereinafter "City") and **ASBURY PARK RENT  
LEVELING BOARD** (hereinafter "Board")

AND

**GENE J. ANTHONY, ESQ.**  
48 South Street  
Eatontown, New Jersey 07724  
(hereinafter "Attorney").

**WITNESSETH:**

1. Purpose. The City Council hereby appoints and employs the Attorney to represent, appear and act for the City and Board in the capacity of Attorney for the Asbury Park Rent Leveling Board in accordance with applicable statutes, regulations and ordinances pertaining thereto and in particular a resolution adopted by the City Council on \_\_\_\_\_ and to perform all legal activities and duties required of the Board Attorney and as the Board may direct.

2. Duties/Compensation. The City hereby agrees to pay the Attorney \$150.00 per hour for all duties as follows:

- a. Represent the City and the Board in all legal matters relating to the City's Rent Leveling Laws, and advise and assist the Board, the City Council and the City Manager, as needed in the administration of the City's Rent Leveling Laws;
- b. Attend meetings of the Board, and give opinions and rulings on questions of law, which may arise at the Board Meetings.
- c. Assist and advise the Board with hearings and mediation of tenant and landlord petitions regarding the adjustment of rents under the City's Rent Leveling Laws;

- d. Prepare or approve all legal instruments relating to the business of the Board;
- e. Represent the City and the Board in any litigation relating to the City's Rent Leveling Laws or the business of the Board;
- f. Perform such other services as are requested by the Board, the City Council and/or the City Manager, and for all other legal services, including, but not limited to, office conferences, telephone consultations, requested attendance at meetings other than Rent Leveling Board Meetings stated above, litigation, review and preparation of ordinances and resolutions, opinions, correspondence and legal research.

Additional duties of the Attorney shall include:

- a. Maintain records of all actions, suits, proceedings and matters which relate to the City's interest, and report thereon as the Board, City Manager or City Council may require.
- b. Have the power to enter into any agreement, compromise or settlement of any litigation which the City is involved, subject to the prior approval or ratification of the City Council.
- c. Upon the termination of said service by the Attorney, the Attorney shall forthwith surrender to his successor all City property, papers and records, together with written consent to substitution of the successor in any pending actions or proceedings.

In addition, in order to reduce the cost of representation, certain legal research assignments may be delegated to a paralegal under the supervision of the Attorney for which the Attorney shall bill the City at an hourly rate of \$100.00 an hour; payable on a monthly basis upon submission of an appropriate voucher.

3. Attorney Costs and Expenses. The City shall pay all costs and expenses advanced by the Attorney for out-of-pocket costs, including, but not limited to, copying, printing or faxing costs at \$.35 per page and any messenger fees, filing fees, transcript costs and similar costs and expenses as charged to the Attorney at the time.

4. Payment. As a prerequisite to payment, the Attorney shall submit an invoice or voucher on a monthly basis for all work performed, and the Board shall pay said invoice or voucher on a monthly basis.

5. Assignment. The Attorney, in an emergency situation only, may assign certain appearances to an associate who is a member of the legal profession and licensed as an Attorney-At-Law by the State of New Jersey, compensation for whose services shall be paid in accordance with paragraph 2 above.

6. Term. The term of this Agreement is the term set forth more fully in the Board Resolution for January 1, 2025 to December 31, 2025.

7. Statutorily Required Affirmative Action Clause. See attached.

8. Compliance with Americans With Disabilities Act of 1990. See attached.

9. 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 does hereby attest that the Contractor, his firm, his firm's subsidiaries and assigns and any principals controlling in excess of ten percent (10%) of his 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 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.

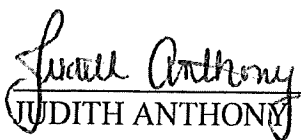
**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

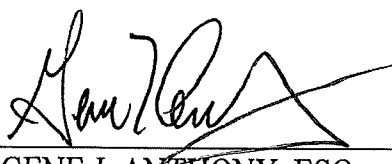
**WITNESS:**

**CITY OF ASBURY PARK**

\_\_\_\_\_

By \_\_\_\_\_

  
JUDITH ANTHONY

  
GENE J. ANTHONY, ESQ.



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-26**

Appointing CGP&H LLC as Affordable Housing Administrative Agent for the year 2025



## RESOLUTION NO. 2025-26

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

### **RESOLUTION APPOINTING COMMUNITY, GRANTS, PLANNING & HOUSING LLC TO SERVE AS AFFORDABLE HOUSING ADMINISTRATIVE AGENT FOR THE CITY OF ASBURY PARK**

**WHEREAS**, the City of Asbury Park (the “City”) wishes to appoint Community, Grants, Planning & Housing LLC (CGP&H LLC) to serve in the capacity of Affordable Housing Administrative Agent for the City;

**WHEREAS**, the Mayor and Council have determined to appoint CGP&H LLC, as Affordable Housing Administrative Agent commencing on January 15, 2025 and continuing through December 31, 2025, 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 Community, Grants, Planning & Housing LLC, services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

**WHEREAS**, 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 Community, Grants, Planning & Housing LLC is hereby appointed to serve as Affordable Housing Administrative Agent for the City for the period commencing on January 15, 2025 and continuing through December 31, 2025, 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 Community, Grants, Planning & Housing LLC, which is consistent with the proposal and 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. The Business Entity Disclosure Certification, Political Contribution Disclosure Form, Business Registration Certificate, the Determination of Value and the proposal of the Professional are on file and available for public inspection at the office of the Municipal Clerk.
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. Community, Grants, Housing & Planning;
  - b. City Manager;
  - c. City Auditor;
  - e. JoAnn Boos, Chief Financial Officer;
  - f. Tracy Lizardi, Director of Purchasing, Assistant CFO; and
  - g. Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-26 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.



LISA ESPOSITO  
CITY CLERK

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** by and between the City of Asbury Park (hereinafter referred to as “City”), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as “CGP&H”); and

**WHEREAS**, both the City and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

**WHEREAS**, the City Council hereby desires to approve of this Contract that was presented for the provision of said services.

**WITNESSETH**, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2025, terminating at the close of business on 31st day of December, 2025. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word “contract” is hereinafter defined and in accordance with all other terms and provisions.
3. The “contract” shall consist of the following:
  - a. This Agreement and all Schedules annexed thereto.
  - b. Resolution of appointment made by the Mayor and City Council.
  - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.
  - d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.

4. CGP&H hereby represents to the City that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the City of Asbury Park during the period set forth herein above.
6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the City of Asbury Park as evidenced by a duly adopted Resolution.
7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the City showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the City of Asbury Park harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the City of Asbury Park Council.

**AND IT IS FURTHER UNDERSTOOD AND AGREED** that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

**IN WITNESS WHEREOF**, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

|              |                     |
|--------------|---------------------|
| WITNESS:     | CITY OF ASBURY PARK |
| BY: _____    | BY: _____           |
| NAME: _____  | NAME: _____         |
| TITLE: _____ | TITLE: _____        |
|              | DATE: _____         |

|              |                                |
|--------------|--------------------------------|
| WITNESS:     | CGP&H, LLC                     |
| _____        | _____                          |
| NAME: _____  | NAME: John Burton, MPA         |
| TITLE: _____ | TITLE: Chief Executive Officer |
|              | DATE: _____                    |

## SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

For services rendered by CGP&H, under the terms of this document, CGP&H shall be compensated as follows:

| <b>ADMINISTRATIVE AGENT GENERAL SERVICES paid by Municipality</b> |                                                                                                                                                                                                 |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Municipal Services</b>                                      | Not-to-exceed \$20,000 billed hourly at a rate of \$160 per hour for senior staff which include planners and department supervisors                                                             |
| <b>2. Administrative Agent Resale Fee</b>                         | \$2,000 flat fee payable by Municipality for each sale unit when home gets listed for sale.<br><i>A fee of 3% of the resale price will be paid from the seller at the closing to CGP&amp;H.</i> |
| <b>3. Subordination Requests</b>                                  | \$175 flat fee to process refinancing requests.<br><b>This fee is paid by the homeowner.</b>                                                                                                    |
| <b>4. Direct Costs</b>                                            | Reimbursement for expenses.<br>Not to exceed \$300 per contract year.                                                                                                                           |
| <b>TOTAL PAID BY MUNICIPALITY</b>                                 | <b>Not-to-exceed \$20,300 assuming no units are listed for sale.</b>                                                                                                                            |

**1. Municipal Services:** This may include, but is not limited to:

- Implementing Affirmative Marketing Plan postings and other compliance requirements
- Creation/Updates to the Administrative Agent Operating Manual and Affirmative Marketing Plan, when required
- Distressed Properties follow up activities
- Responding to initial private developer inquiries
- Advising Municipality on affordable housing requirements for new developments
- Foreclosure prevention activities
- Enforcing affordability controls, including annual mailings to homeowners
- Program setup for Accessory Apartment program
- Program setup for Affordability Assistance Programs
- Unit Monitoring
- Entry of unit information into state database
- Assisting with Spending Plan revisions
- Extension of Controls
- Releasing controls at end of control period
- Calculating annual tax assessments for affordable homeowners
- Midpoint Review
- Group home research to document creditworthiness

If the municipality requires additional services above this line item's budgetary cap, CGP&H will request permission to proceed before invoicing further.

CGP&H will strive to comply with all aspects of S2527 affirmative marketing legislation. However, CGP&H cannot ensure that other administrative agents administering affordable housing units in the Municipality are meeting the regulations until further direction is provided by the State of New Jersey.

2. **Administrative Agent Resale Fee:** This includes but is not limited to:
  - Facilitation of the resale of any affordable sales unit that is put up for sale by current owner
  - Certifying a buying household(s) as eligible
  - Sending potential purchasers to the unit
  - Facilitating an agreement between buyer and seller
  - Preparing and filing closing documents.

The flat fee that is paid by the Municipality will be billed once a notice of intent to sell is signed by the seller. In the event that the seller cancels the sale during the sale process, and the unit does not go to closing, this flat fee is still applicable and will not be returned or cancelled.

3. **Subordination Requests:** includes the cost of processing mortgage Subordination Requests during the affordability control period.
4. **Direct Costs:** this includes, but is not limited to:
  - Reimbursement for direct costs for large scale printing jobs; postage; affirmative marketing mailing, mailings to affordable housing homeowners; poster production; expedited mailings or messenger services, etc.

**SCHEDULE B**  
**N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

- a. 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 forth provisions of this nondiscrimination clause.
- b. 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.
- c. 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.
- d. The contractor or subcontractor, where applicable, agrees to comply with the 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 American with Disabilities Act.
- e. 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:-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.

- f. The contractor or subcontractor agrees to inform in writing 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.
- g. 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.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures 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
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

COMPANY CGP&H, LLC

SIGNATURE \_\_\_\_\_

TITLE CHIEF EXECUTIVE OFFICER

DATE \_\_\_\_\_





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-27**

Resolution appointing the firm of Community Grants, Planning & Housing to serve as Housing Rehabilitation Program Administrator for 2025. Rate and fee schedule attached.



## RESOLUTION NO. 2025-27

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

### **RESOLUTION APPOINTING THE FIRM OF COMMUNITY GRANTS, PLANNING & HOUSING TO SERVE AS HOUSING REHABILITATION PROGRAM ADMINISTRATOR AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH**

**WHEREAS**, the City of Asbury Park (the “City”) has a need to appoint a Housing Rehabilitation Program Administrator for 2025; and

**WHEREAS**, the Mayor and Council have determined to appoint the firm of Community Grants, Planning & Housing (“CGP&H”) as Housing Rehabilitation Program Administrator for 2025;  
and

**WHEREAS**, the services to be provided by the firm 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 Housing Rehabilitation Program services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

**WHEREAS**, the CGP&H has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure Form, which certifies that the firm has not made any reportable contributions to a political or candidate committee in the City of Asbury Park in the previous one year and that the contract will prohibit the firm from making any reportable contributions through the term of the contract; and

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

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

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

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

1. Community Grants, Planning & Housing is hereby appointed to serve as the 2025 Housing Rehabilitation Program Administrator.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and CGP&H.
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. City Manager
  - b. JoAnn Boos, CMFO, Chief Financial Officer
  - c. Tracy Lizardi, Director of Purchasing
  - d. Community Grants, Planning & Housing
  - e. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-27 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** by and between the City of Asbury Park (hereinafter referred to as “City”), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as “CGP&H”); and

**WHEREAS**, both the City and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

**WHEREAS**, the City Council hereby desires to approve of this Contract that was presented for the provision of said services.

**WITNESSETH**, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2025, terminating at the close of business on 31st day of December, 2025. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word “contract” is hereinafter defined and in accordance with all other terms and provisions.
3. The “contract” shall consist of the following:
  - a. This Agreement and all Schedules annexed thereto.
  - b. Resolution of appointment made by the Mayor and City Council.
  - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.
  - d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.

4. CGP&H hereby represents to the City that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the City of Asbury Park during the period set forth herein above.
6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the City of Asbury Park as evidenced by a duly adopted Resolution.
7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the City showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the City of Asbury Park harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the City of Asbury Park Council.

**AND IT IS FURTHER UNDERSTOOD AND AGREED** that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

**IN WITNESS WHEREOF**, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

|              |                     |
|--------------|---------------------|
| WITNESS:     | CITY OF ASBURY PARK |
| BY: _____    | BY: _____           |
| NAME: _____  | NAME: _____         |
| TITLE: _____ | TITLE: _____        |
|              | DATE: _____         |

|              |                                |
|--------------|--------------------------------|
| WITNESS:     | CGP&H, LLC                     |
| _____        | _____                          |
| NAME: _____  | NAME: John Burton, MPA         |
| TITLE: _____ | TITLE: Chief Executive Officer |
|              | DATE: _____                    |

## SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

For services rendered by CGP&H, under the terms of this document, CGP&H shall be compensated as follows:

| <b>Housing Rehabilitation Program Administration Services</b> |                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Ongoing Day-to-Day Program Administration</b>           | Monthly flat fee of \$950 per month for a total of \$11,400 per contract year.                                                                                                                                                                                                   |
| <b>2. Direct Costs</b>                                        | \$300 not to exceed per year.                                                                                                                                                                                                                                                    |
| <b>Additional services as requested</b>                       | Billed hourly at the blended rate of \$132 per hour.<br><i>Budget for these services will depend on scope of additional services requested by the municipality. CGP&amp;H will not bill any time towards this line item without written authorization from the municipality.</i> |
| <b>TOTAL PAID BY MUNICIPALITY: Not-to-exceed \$11,700</b>     |                                                                                                                                                                                                                                                                                  |

**1. Ongoing Day-to-Day Program Administration:** includes but is not limited to:

- Maintaining a waiting list of interested residents;
- Ongoing owner outreach efforts
- Reviewing homeowner pre-applications to determine initial eligibility
- Reporting
- Doing updates to program manual and forms as needed
- Contractor outreach
- Intake of new interested contractor applications
- Qualifying new contractors
- Maintaining contractor database and individual records
- Updates to rehab work specifications templates and compliance research
- All other Housing Rehabilitation administrative tasks.

The following services are not included within the monthly flat fee and will require additional authorization to proceed: preparation for and presentation to community as a whole or community sub-groups at request of municipality.

**2. Direct Costs:** this includes, but is not limited to, reimbursement for direct costs for large scale printing jobs, postage, mailings, poster production, expedited mailings or messenger services, county filing/recording fees, etc. This does not include paid advertising.

## Housing Rehabilitation Program Case Management

|                                                  |                                                                                                                                                                     |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Milestone 1: Eligibility Determination</b> | Flat fee of \$1,280 payable upon certification of applicant's eligibility.<br>Discounted flat fee of \$850 for each additional unit within a multi-family dwelling. |
| <b>2. Milestone 2: Loan Closing</b>              | Flat fee of \$3,400 payable upon execution of construction documents.<br>Discounted flat fee of \$1,250 for each additional unit within a multi-family dwelling.    |
| <b>3. Milestone 3: Final Inspection</b>          | Flat fee of \$2,120 payable upon satisfactory final inspection.<br>Discounted flat fee of \$900 for each additional unit within a multi-family dwelling.            |
| <b>4. Title Search Fee</b>                       | \$100 per property                                                                                                                                                  |
| <b>5. Subordination Requests</b>                 | \$175 flat fee to process refinancing requests.<br><b>This fee is paid by the homeowner.</b>                                                                        |

- 1. Milestone 1: Eligibility Determination:** this includes the introductory setup of a case through the processing of applications and determining the applicant's eligibility for the program.
- 2. Milestone 2: Loan Closing:** this includes comprehensive inspection of home to determine code violations, repair needs; developing a detailed cost estimate and work specifications for review and approval by homeowner; preparing bid documents for contractors to bid; review of bids received, preparing contractor contracts and homeowner agreements with the Municipality, and preconstruction meeting/contract signing/loan closing.
- 3. Milestone 3: Final Inspection:** this includes working with contractors and homeowners throughout construction to finalize the rehabilitation work, troubleshooting any difficulties that arise, progress inspections, and case closeout.
- 4. Title Search Fee:** Per property title search fee to confirm ownership and property liens.
- 5. Subordination Requests:** includes the cost of processing of subsequent Program Mortgage Subordination Requests during the affordability control period.



| Lead Risk Assessment and Testing Services if requested by municipality |                                                                            |
|------------------------------------------------------------------------|----------------------------------------------------------------------------|
| 1. Lead Risk Assessment and Report                                     | Flat fee of \$600 per unit (includes dust wipes and soil sample as needed) |
| 2. Lead Clearance Testing                                              | Flat fee of \$330 per unit.                                                |

1. **Lead Risk Assessment and Report:** Only applicable to houses built prior to 1978.
2. **Lead Clearance Testing:** Only necessary if lead risk assessment findings have actionable lead level.

### Charges to be paid by the Housing Rehabilitation Contractor to CGP&H

| CIRCUMSTANCE                       | CONTRACTOR PENALTY                                                                                                  |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| 1. Failed Final Inspection         | \$375 per failed inspection paid by the contractor directly to CGP&H.<br>\$300 for repeat lead clearance if needed. |
| 2. Unjustified Construction Delays | \$50 per day paid by the contractor directly to CGP&H.                                                              |

1. **Failed Final Inspection:** If a contractor requests a final inspection, and fails to meet the specifications of the Work Write-Up, the contractor will be charged a flat fee to partially cover the cost of having to conduct a second inspection and preparing the accompanying inspection reports. Charges for each failed final inspection will be issued directly from the contractor to CGP&H, as specified in the construction agreement. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.
2. **Unjustified Construction Delays:** If the contractor delays construction without appropriate justification which requires CGP&H's additional follow-up with contractor, a weekly penalty will be charged to the contractor during the delay period. This will be specified in the construction agreement as a weekly penalty to the contractor paid directly to CGP&H if the penalty is imposed. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.

**The following fees may apply to the Municipality only if the need arises:**

| <b>Additional Housing Rehabilitation Services, as Needed</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Fee</b>                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Services related to any cases that are terminated due to circumstances outside the control of CGP&H, including determination of either participant or property ineligibility, voluntary withdrawal by the program participant, or a participant failure to follow other program rules, including violations of local ordinances, falsification of eligibility documents, etc.                                                                                                                                                                                                                 | \$850 flat fee per termination.                                                                                                        |
| For services related to the program inspector's discovery during the initial property inspection of non-compliant occupancy or recently completed or ongoing home improvements without required municipal permits, the CGP&H will work to get the program participant to rectify the situation and become municipally compliant before the case can continue in the program with the standard case processing procedures.                                                                                                                                                                     | \$400 flat fee per case for compliance items*                                                                                          |
| *Municipality has the option to pass on this additional cost to the owner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                        |
| If the program participant delays the preconstruction process for any reason, including rectifying non-compliance discovery (see above section), which then makes the state mandated certificate of eligibility period expire prior to the signing of the construction agreement, CGP&H will be required to reverify household income.                                                                                                                                                                                                                                                        | \$750 per re-verification of income*                                                                                                   |
| *Municipality has the option to pass on this additional cost to the owner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                        |
| On occasion, there are secondary or supplemental funding sources available to assist a unit get fully up to code in cases where the program's funding limits and the program participant's ability to provide their own funding is insufficient. To avoid abandoning the case since it cannot be brought up to code with available funding, we can partner with other funding sources in some cases to make the project work. CGP&H will r initial research to determine if partnering source is an option for the particular case, and if so, then coordinate with secondary funding source. | \$400 flat fee per case for initial research and coordination of partnering funds                                                      |
| If during or after the completion of a housing rehabilitation case there are contract disputes, warranty claims or other kinds of disputes causing the Municipality to request mediation or intervention, CGP&H will only proceed upon written authorization from the municipality. When a program participant or contractor contacts CGP&H directly, CGP&H will attempt to resolve it expediently, prior to seeking written authorization from the municipality.                                                                                                                             | \$400 flat fee per case for warranty claims or \$750 flat fee per case for contract disputes.                                          |
| Cases that require more than one bid opening (due to non-receipt of a qualified bid, contractor replacement or specialty contractor need on portion of rehab work) and/or more than one loan closing and related documents preparation; CGP&H will proceed with a re-bid process which includes re-sending updated bid notice and bid packages, additional bid opening, and review of bids received and/or each additional set of loan closing documents and/or additional loan closing                                                                                                       | \$525 per case for re-bid process and \$525 per case for each additional needed loan closing and/or additional loan closing documents. |

**Exclusions:**

The following services are specifically excluded from the scope of services to be provided under this agreement:

1. All engineering and architectural services related to the rehabilitation of residential structures, and the coordination thereof. In the rare cases where such funding is needed, the homeowner is responsible for those costs.
2. All legal services as may be required to administer the program or resolve a dispute between a program participant and a contractor.
3. Direct costs such as advertising, reproduction, and expedited mail or messenger services more than amount identified above in this proposal.
4. Relocation assistance, in the extremely rare event that a household must be relocated during the construction phase.
5. CGP&H is not responsible for serving as the property manager of any rental units.
6. Lead based paint testing services.
7. Preparation for and presentation to community as a whole or community sub-groups at request of municipality.

## SCHEDULE B

**N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)**

### MANDATORY AFFIRMATIVE ACTION LANGUAGE

#### GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- a. 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 forth provisions of this nondiscrimination clause.
- b. 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.
- c. 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.
- d. The contractor or subcontractor, where applicable, agrees to comply with the 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 American with Disabilities Act.
- e. 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:-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.

- f. The contractor or subcontractor agrees to inform in writing 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.
- g. 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.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures 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
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

COMPANY CGP&H, LLC

SIGNATURE \_\_\_\_\_

TITLE CHIEF EXECUTIVE OFFICER

DATE \_\_\_\_\_



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-28**

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



## RESOLUTION NO. 2025-28

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

**RESOLUTION AWARDING A CONTRACT FOR U.S. ENVIRONMENTAL  
PROTECTION AGENCY BROWNFIELD 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 Brownfield Community -Wide Hazardous Substances Assessment Grant and Petroleum Community-Wide Assessment Grant; and

WHEREAS, the Mayor and Council have determined to appoint Brownfield Redevelopment Solutions (BRS) for 2025; 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, Brownfield Redevelopment Solutions (BRS), has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure Form, which certifies they have not made any reportable contributions to a political or candidate committee in the City of Asbury Park in the previous one year and that the contract will prohibit the Professional from making any reportable contributions through the term of the contract; and

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 anticipated term of this contract is for a twelve (12) month period,

commencing on January 15, 2025, and expiring on December 31, 2025, 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 \$25,000 for the calendar year; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Grant Fund G-02-43-966-023-220; 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

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 2025.
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 2025, 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. City Manager
  - c. JoAnn Boos, Chief Financial Officer
  - d. Municipal Attorney



I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-28 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
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 \_\_\_\_\_ 2024, 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 Cleanup Grant; and

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

**WHEREAS**, the City Council authorized by Resolution 2023-347 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. "**PROFESSIONAL ENVIRONMENTAL SERVICES FOR EPA CLEANUP GRANT**" dated June 1, 2023, which is incorporated hereto as Attachment A; and Resolution 2023-347 entitled "**Resolution Awarding a Contract For Professional Environmental Services for EPA Cleanup Grant**", which is incorporated hereto as Attachment B.

2. Payment Schedule and Compensation

Total compensation will not exceed One Hundred Fifty Three Thousand Dollars (\$153,000) ("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: \_\_\_\_\_  
Lillian L. Nazzaro, City Manager  
City of Asbury Park, New Jersey

WITNESS: Susan Kolick BY: Michele Christina  
Susan Kolick Michele Christina, President  
BRS, Inc. BRS

# **ATTACHMENT A**

## **Brownfield Redevelopment Solutions, Inc.**

Response to Request for Qualifications for PROFESSIONAL  
ENVIRONMENTAL SERVICES FOR EPA CLEANUP GRANT  
dated June 1, 2023





June 1, 2023

Tracy Lizardi, Purchasing Agent  
One Municipal Plaza  
Asbury Park, NJ 07712

**2. LETTER OF INTENT IN RESPONSE TO ASBURY PARK, NJ REQUEST FOR QUALIFICATIONS (RFQ) –  
PROFESSIONAL ENVIRONMENTAL SERVICES FOR EPA CLEANUP GRANT**

Dear Ms. Lizardi:

Brownfield Redevelopment Solutions, Inc. (BRS) is pleased to submit this response to the above referenced RFQ. BRS is a New Jersey-certified Women-Owned Small Business Enterprise (WBE/SBE) headquartered in Medford, New Jersey. BRS specializes in assisting municipalities and other public entities with sustainable redevelopment programs, along with obtaining and administering grants that support such programs.

We have a well-deserved reputation for finding creative solutions for the multitude of community, regulatory, and funding issues that often plague public sector initiatives. BRS has worked with Asbury Park since penning the city's successful 2016 EPA Brownfields Assessment Grant application for \$400,000, followed by successful applications for \$237,000 in NJDOT Transportation Alternatives Set-Aside Program funds and the \$500,000 2021 EPA Brownfields Cleanup Grant with which this RFQ is concerned.

The knowledge of Asbury Park's redevelopment priorities and challenges as gleaned from these grant writing efforts, along with our experience managing and implementing the scope of the city's EPA Brownfields Assessment Grant, makes BRS the most strategic and cost-effective choice to assist with the grant and project management functions of the EPA Brownfields Cleanup Grant.

Thank you for your consideration. Please don't hesitate to contact me with any questions, and we look forward to working with you.

Very Truly Yours,

Michele Christina  
BRS Principal

Enclosure





**Response to  
Request for Qualifications for  
PROFESSIONAL ENVIRONMENTAL SERVICES  
FOR EPA CLEANUP GRANT  
City of Asbury Park, New Jersey  
June 1, 2023**

**Brownfield Redevelopment  
Solutions, Inc. (BRS)**

PO Box 2293  
Medford Lakes, New Jersey 08055

Key Contact Person:

Michele Christina, Principal in Charge  
Telephone: 856-964-6456, x1  
Fax: 732-782-0404

**[www.brsinc.com](http://www.brsinc.com)**

### 3A. CONSULTANT OVERVIEW



**Brownfield Redevelopment Solutions, Inc. (BRS)** is a New Jersey-certified Women-Owned Small Business Enterprise (WBE/SBE) formed in 2003 by its Principals, Michele L. Christina and Leah B. Yasenchak. The firm was founded with the sole purpose of assisting the public sector with establishing sustainable and aggressive brownfield redevelopment programs. BRS has stayed true to its mission of helping the public sector achieve their community revitalization goals by providing services that include funding access, reuse planning, partnership building, environmental services, and other activities to facilitate the remediation and redevelopment of brownfield sites. BRS has been working with Asbury Park since penning its successful 2016 EPA Brownfields Community-Wide Assessment Grant application, and looks forward to assisting with this next step towards the fulfillment of the city's brownfield redevelopment objectives.

Our principal place of business is located at 739 Stokes Road, Units A&B, Medford, New Jersey, 08055. Our mailing address is P.O. Box 2293, Medford Lakes, New Jersey 08055. Our telephone and fax numbers are 856-964-6456 and 732-782-0404, respectively. Our company website is [www.brsinc.com](http://www.brsinc.com). Ms. Michele Christina ([michele@brsinc.com](mailto:michele@brsinc.com), 856-964-6456, x1) will serve as the Principal in Charge of this engagement and the key contact for Asbury Park. She will be responsible for the overall implementation of any work conducted on behalf of the city.

BRS performs grant writing, EPA grant programmatic support, community outreach, brownfield assessment, planning, and cleanup oversight services for EPA brownfield grantees throughout the country. We have secured funding for and conducted grant implementation activities for numerous brownfield programs, to include experience with EPA Assessment, Cleanup, Revolving Loan Fund, Multipurpose, and Area Wide Planning Grants, along with other EPA brownfield planning and assessment initiatives undertaken in the communities for which we work. In fact, BRS serves as a brownfield subject matter expert throughout the United States and associated Territories, to include the U.S. Virgin Islands and Puerto Rico. As an EPA Technical Assistance to Brownfields (TAB) Program subcontractor for the New Jersey Institute of Technology (NJIT) since 2004, we have provided brownfield technical assistance for communities throughout EPA Regions 1, 2, 3, and 4. In 2022, we also joined the EPA TAB subcontractor pool for Kansas State University (KSU), serving EPA Regions 5, 6, 7, and 8. Both NJIT and EPA have tapped BRS for speaking engagements, webinars, and workshops for a variety of brownfield subject matter expertise to include grant writing, grant management, and EPA Brownfield Revolving Loan Fund management.

Moreover, our day to day work consists of serving as outsourced staff to local governments. In this role, we have developed a deep understanding of the challenges and constraints of local government, the power of partnerships, and how to work with existing systems to obtain out-of-the-box results. Our work often focuses on distressed neighborhoods and equitable development, with a specialization of finding and implementing funding for brownfields, resiliency, planning, and green infrastructure projects.





### 3B. PROPOSED KEY PERSONNEL

Full resumes are included as **Attachment A**.



**Michele Christina**, will serve as Principal in Charge. Michele is a former municipal Director of Economic Development. Prior to forming BRS, Michele worked for an international consulting firm, conducting environmental assessments on federal and state superfund sites. Michele is a Certified Economic Development Finance Professional having successfully completed The National Development Council certification program. She has NJDEP Underground Storage Tank certifications for Subsurface Evaluator and Closure. Ms. Christina also became a Member of the New Jersey Site Remediation Professional Licensing Board in 2022. She currently serves as the Principal in Charge of BRS's USEPA Brownfield funded efforts for the Camden Redevelopment Agency (CRA), Asbury Park, Jersey City Redevelopment Agency (JCRA), and New York City. She holds a Bachelor of Science degree in Biology and in Environmental Science from Westminster College.



**Jennifer Taylor, PE, LEED-AP**, will serve as the Program Manager and is a licensed Professional Engineer with over 19 years of experience managing complex public sector infrastructure projects including construction and demolition projects, environmental assessment, land development, electrical infrastructure, resiliency and flood mitigation, and permitting and approvals. She is currently serving as the Program Manager of BRS's USEPA Brownfield funded efforts for NJEDA and Asbury Park, as well as a Project Manager for Trenton, the Camden Redevelopment Agency (CRA), and Jersey City Redevelopment Agency (JCRA). Jennifer holds a Masters of Engineering from University of Southern California as well as a Bachelor of Science degree in Mechanical Engineering from Rutgers University.



**Kathleen Nolan** will serve as the Grant Manager and Community Outreach lead, having previously served in that role for Asbury Park's EPA Brownfields Community-Wide Assessment Grant. Katie is an Environmental Scientist and Grant Manager with BRS and works directly with our administrative and engineering staff preparing grants and technical reports. She has over 25 years of experience both in the field and with technical documentation. Her background with environmental education, management, and community outreach includes work for academic and private clients, as well as State and Federal agencies. Ms. Nolan holds a Bachelor of Science degree in Environmental Science from the Richard Stockton College of New Jersey and a Master of Environmental Management degree with a specialization in Remediation from Texas A & M University.

#### **Subcontracting Personnel**



**Kevin McAllister, PG, LSRP**, a former BRS employee, has been serving as the LSRP of Record for Asbury Park as a subcontractor to BRS. BRS proposes to continue this arrangement, as continuity in the LSRP role is the most cost-effective and efficient option for the city, but it should be noted that BRS has two LSRPs in house should a change of personnel be needed. Kevin has over three decades of experience with



**BRS**inc

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

environmental assessments and remediation, having performed countless Phase I and II site assessments since 1988 thorough out the tri-state area. His work has concentrated predominantly on brownfield sites in urban zones pegged for residential or recreational reuse. Kevin has served a Project Manager for many of BRS's clients to include Trenton, the Camden Redevelopment Agency (CRA), and Jersey City Redevelopment Agency (JCRA). Kevin has a Bachelor's degree in Geology from Temple University.

### 3C. JUDGMENTS AND/OR PROFESSIONAL MALPRACTICE

BRS has managed more than 200 federal cooperative agreements and secured numerous state, local, and foundation grants for clients totaling over \$304.3 million, and has not been cited for deficiencies or non-compliance by any regulatory or funding agency. All associated audits have had no major adverse audit findings. This includes grant awards from the US Economic Development Administration; US Environmental Protection Agency; the US Department of Transportation; the US Department of Housing and Urban Development; and the New Jersey Department of Environmental Protection. Moreover, BRS itself has never been disbarred, suspended or otherwise prohibited from professional practice, or receiving federal, state, or local funding. Neither the firm nor the BRS individuals assigned to this engagement have ever been involved in any professional malpractice adjudications.

### 3D. PROPOSAL NARRATIVE: UNDERSTANDING OF AND APPROACH TO SCOPE OF SERVICES

The Scope of Services provided in the RFQ appears to encompass the entire grant workplan including those activities that should be performed by an outsourced contractor as well as by an outsourced professional services consultant. With an eye toward compliance for federal procurement AND New Jersey state procurement requirements, BRS proposes to perform only those services that would be deemed as professional consulting services vs. those portions of the remediation that would need to be procured via a public Invitation to Bid process. As such, we are responding only to aspects of the workplan that would be appropriate to that role. As part of the scope of work, BRS will assist the City with development of an Invitation to Bid to procure a remediation contractor as required.

#### Task 1: Cooperative Agreement Oversight and Community Outreach

BRS will support the City's efforts to implement and manage the EPA cooperative agreement. We are very familiar with allowable costs and site eligibility requirements, and will work with to ensure that funds are spent in accordance with all applicable terms and conditions and that all reporting requirements are strictly followed. We will prepare draft and final reporting requirements, with input and approval from the City, to include quarterly and annual EPA reporting, ACRES reporting, MBE/WBE reporting, FFRs, as well as track grant budgets, payments and drawdowns in accordance with all applicable terms and conditions. This tasks also includes quarterly meetings with the EPA Project Officer.

BRS understands the importance of keeping the public informed, particularly as cleanup activities are initiated and progress. BRS will lead engagement efforts with residents, property owners, business owners, developers, and other stakeholders throughout the implementation of EPA grant. Related activities to be performed include the development of a Community Relations Plan, the facilitation of





Steering Committees and other community meetings as required by the EPA cooperative agreement. BRS will also assist the City with the establishment of a project document repository.

### ***Pricing Consideration:***

BRS will perform the above referenced Grant Management services on a time and materials basis at an estimated annual cost of \$5,000/yr, over the three-year performance period, totaling \$15,000.

It is anticipated that the majority of the deliverables and meetings for community outreach will be completed in the first year of the grant. Community meetings will be at the lump sum rate of \$1,500 per meeting. It is anticipated that all community meetings will be virtual, and that two (2) meetings per year will be held in years 2 and 3 of the grant.

|                                                                 |                 |
|-----------------------------------------------------------------|-----------------|
| Year 1 – CRP, Document Repository and Initial community meeting | \$10,000        |
| Year 2 - 2 Meetings @ \$1,500/Meeting                           | \$ 3,000        |
| Year 3 - 2 Meetings @ \$1,500/Meeting                           | <u>\$ 3,000</u> |
| TOTAL                                                           | \$16,000        |

Our understanding is that the National Brownfield Training Conference provision in the workplan is intended for the City Project Director, but it should be noted that BRS already plans to attend and represent the interests of all of our clients at the EPA/ICMA National Brownfields Training Conference, scheduled for August in Detroit, at no cost to Asbury Park.

### **Task 2: Environmental Reporting and Engineering**

BRS will conduct all environmental reporting required for compliance with the NJDEP, USEPA and local regulations. All draft reports shall be submitted to the City and the USEPA for review and comment prior to finalizing. It is anticipated that a single report deliverable shall be prepared for the group of sites, with the exception of the Remedial Action Report and associated RAOs. Should the City require single-site deliverables, BRS can provide pricing accordingly.

Environmental reporting is anticipated to include the following:

***Analysis of Brownfields Cleanup Alternatives (ABCA):*** The ABCA shall be prepared in accordance with USEPA Region 2 requirements. BRS shall vet the various alternatives within the EPA ABCA format, and prepare the ABCA documents, identifying the selected remediation approach within the context of the selected reuse considerations, property owner objectives, development goals, and complying with all EPA requirements. As part of those ABCA requirements, a public meeting is held for each site to elicit feedback on the selection of the cleanup remedy. Public comments, and the respective response to the public comments, are included in each ABCA as required by EPA for finalization.

***Remedial Action Workplan (RAWP):*** The RAWP shall be prepared in accordance with USEPA Region 2 and NJDEP Technical Regulation requirements. RAWPs will typically be prepared featuring the selected alternative from the ABCA as well as based on the findings of the various environmental investigations



conducted. The RAWP shall serve as the bases for the scope of work to be incorporated in the bid specifications, and shall be prepared in line with the City's goals for reuse/redevelopment of the sites.

**Quality Assurance Project Plan (QAPP):** Should any sampling and analysis effort be conducted with EPA funding, EPA will require a QAPP. The QAPP must be approved by the EPA prior to commencement of any of any collection, testing, and use of environmental samples at the site. It is anticipated that post closure soil sampling will be required following removal of the Underground Storage Tank (UST) at 61-63 Ridge Avenue as well as the CEA quarterly groundwater monitoring. BRS will prepare the QAPP, conduct the sampling, and submit the samples to a NJDEP- certified laboratory for analysis.

**Classification Exception Area (CEA):** In order to address the groundwater remediation, it is anticipated that a CEA will be required to prohibit the use of groundwater in the area. Providing a CEA will inhibit exposure to contaminants in groundwater by providing a record of groundwater contaminants that exist at concentrations above standards and will provide restrictions of installations of groundwater wells in the area. Efforts conducted for the CEA under this task are those limited to submission of NJDEP forms for the CEA.

**Remedial Action Report (RAR):** Following completion of remediation, the RAR shall be prepared in accordance with NJAC 7:26E and the LSRP shall prepare corresponding Response Action Outcomes (RAOs) for the AOCs to close the sites. All necessary NJDEP Site Remediation Reform Act (SRRA) forms shall be completed, certified and submitted to comply with the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C).

All deliverables, upon authorization by the City, will be submitted to EPA for review and approval in draft form. Upon receipt of EPA comments, BRS will finalize the drafts and submit to EPA.

**Pricing Consideration:**

Anticipated deliverables include, but are not limited to the following:

|                        |                 |
|------------------------|-----------------|
| RAWP                   | \$ 6,000        |
| QAPP                   | \$ 3,500        |
| CEA DEP Submission     | \$ 2,000        |
| Public Notice          | \$ 500          |
| Remedial Action Report | <u>\$11,225</u> |
| Total:                 | \$24,000        |

**Tasks 3 and 4: Soil Remediation and UST Removal (61-63 Ridge Avenue)**

The efforts to remove and disposal of the historic fill and the UST removal should be handled as a non-professional services solicitation in order to comply with local and federal procurement requirements. The primary objective of this task is to develop an Invitation to Bid solicitation to procure the remediation contractor in accordance with federal and state procurement requirements and oversee the work performed by the remediation contractors. To achieve economies of scale, BRS recommends preparing a single Invitation for Bid for all four (4) sites that combines the remediation efforts required for the soil remediation and the UST removal at 61-63 Ridge Avenue.

Based on the approved RAWP, BRS will develop the Contract and Bid Specification package with the procurement requirements and technical specification necessary for qualified Contractors to bid the proposed cleanup efforts, including soil remediation and UST removal. It is this remediation contractor,





procured in accordance with Federal and State requirements, that will perform the EPA funded cleanup activities.

The specifications for bid shall include requirements for compliance with relevant standards, practices, and local, state and federal regulations, including but not limited to:

- New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)
- USEPA Cooperative Agreement requirements
- New Jersey Prevailing Wage and Davis-Bacon Act compliance
- Build America, Buy America (BABA) requirements
- Standards for Soil Erosion and Sediment Control in New Jersey (SESC) and in accordance with the requirements of the Freehold Soil Conservation District (SCD)

In addition to developing the Invitation to Bid solicitation, BRS shall also provide support during the procurement process as part of this task including:

- Attendance at one (1) pre-bid site meeting with prospective bidders.
- Preparation of responses to questions raised by bidders in one (1) Addendum to the Bid Specification.
- Assistance with the evaluation of the responses to the Bid, to include development of a proposal checklist and scoring sheet, and recommendations regarding award of the work.

As the remediation will be conducted by the procured contractor, BRS will serve on behalf of the City as the Owner's Representative for the implementation of the EPA-funded cleanup effort. Clean up activities are understood to include soil remediation and UST removal. It is anticipated that groundwater remediation will be addressed through a CEA, to be established by the LSRP of Record and conducted under Task 5.

As the Owner's Representative, BRS proposes to conduct a series of remediation support activities and contract administration during the active cleanup effort at the site. These activities include:

- Coordinate with the remediation contractor and the City to ensure the optimal planning and performance of the remediation activities and maintain EPA compliance.
- Review and provide comments on submittals, reports and other documents developed by the remediation contractor, or subcontractors, if appropriate.
- Host the pre-construction meeting to review the project schedule, submittal requirements, construction sequencing and other relevant construction procedures with the contractor and their subcontractors.
- Attend construction project update meetings with the contractor and their subcontractors, throughout the course of construction to review progress, work schedules, and discuss construction issues.
- Provide on-site project representation during remediation to observe procedures, review progress, record observations, verify that materials specifications are being met, report deviations documents, and provide field clarifications.



- Review and provide written responses on submittals, including written requests for information (RFI) or interpretation of drawings and technical specifications; shop drawings; and material submittals.
- Revise drawings and specifications as necessary to address unforeseen conditions that may be identified during construction.
- Conduct project closeout tasks including preparation of punch lists, confirming attainment of Substantial Completion and participating in the Final Inspection.
- Review of contractor's pay applications.
- Preparation of change requests and change directives, as necessary.
- Provide oversight of federal Davis Bacon wage requirements, including on-site interviews and review of certified payroll.
- Other construction management support related activities as mutually agreed upon.

***Pricing Consideration:***

BRS will prepare a single bid package, including all four sites for the lump sum cost of \$12,000.

BRS will perform the above referenced Owners Representative remediation oversight on a time and materials basis at an estimated cost of \$48,000. Assumptions include remediation field work to be completed within a four-week period and intermittent BRS site visits.

**Task 5: Groundwater Remediation (61-63 Ridge Avenue)**

BRS will conduct the activities needed to submit the CEA request to NJDEP. Work performed under this task will involve conducting four rounds of quarterly groundwater sampling and reporting events, conducting requisite modeling, and preparing requisite NJDEP submittals to establish the CEA.

***Pricing Consideration:***

BRS will perform the above referenced activities for establishing a CEA on a time and materials basis at an estimated cost of \$38,000. We assume that all requisite groundwater wells will be installed separately and that the work under this contract will involve conducting four rounds of quarterly groundwater sampling and reporting events.





### 3E. LIST OF SUCCESSFUL EPA AND NJDEP GRANT APPLICATIONS

This list includes secured amounts from the EPA Brownfields and NJDEP HDSRF Programs only, as they are the programs being inquired about in this RFQ. Additional EPA and NJDEP grants have been secured for our clients that do not appear here, but information can be provided upon request.

| Client                                                         | Type of Grant and (Number) Written | Grant Totals    |
|----------------------------------------------------------------|------------------------------------|-----------------|
| Camden Redevelopment Agency/City of Camden, NJ                 | EPA Assessment (8)                 | \$2,100,000     |
|                                                                | EPA Cleanup (23)                   | \$5,700,000     |
|                                                                | EPA Revolving Loan Fund (5)        | \$6,249,999     |
|                                                                | NJDEP HDSRF (20)                   | \$14,811,503.05 |
| City of Trenton, NJ                                            | EPA Assessment (7)                 | \$1,800,000     |
|                                                                | EPA Cleanup (14)                   | \$4,596,106     |
|                                                                | EPA Revolving Loan Fund            | \$2,000,000     |
|                                                                | NJDEP HDSRF (29)                   | \$10,145,494.71 |
| Jersey City Redevelopment Agency, Jersey City, NJ              | EPA Assessment (7)                 | \$1,550,000     |
|                                                                | EPA Cleanup (11)                   | \$2,500,000     |
|                                                                | EPA Multipurpose                   | \$800,000       |
|                                                                | EPA Revolving Loan Fund (2)        | \$1,328,090     |
|                                                                | NJDEP HDSRF (13)                   | \$8,493,827.78  |
| Mayor's Office of Environmental Remediation, New York City, NY | EPA Assessment (3)                 | \$800,000       |
|                                                                | EPA Revolving Loan Fund (7)        | \$3,700,000     |
| City of Asbury Park, NJ                                        | EPA Assessment                     | \$400,000       |
|                                                                | EPA Cleanup                        | \$500,000       |
| City of Orem, UT                                               | EPA Assessment                     | \$300,000       |
| Sullivan County Land Bank/Sullivan County, NJ                  | EPA Revolving Loan Fund            | \$800,000       |
|                                                                | EPA Cleanup                        | \$500,000       |
| Township of Hainesport, NJ                                     | EPA Cleanup                        | \$500,000       |
| New Jersey Economic Development Authority (NJEDA)              | EPA Assessment (2)                 | \$2,300,000     |
|                                                                | EPA Revolving Loan Fund            | \$800,000       |
| City of Salem, NJ                                              | EPA Multipurpose                   | \$800,000       |
| Essex County, NJ                                               | EPA Assessment (2)                 | \$400,000       |
| Bucks County, PA                                               | EPA Assessment                     | \$400,000       |
|                                                                | EPA Revolving Loan Fund            | \$1,000,000     |
| City of Plainfield, NJ                                         | EPA Assessment (5)                 | \$1,200,000     |
|                                                                | EPA Cleanup                        | \$200,000       |
|                                                                | NJDEP HDSRF (8)                    | \$1,137,096     |





|                                                                                               |                         |             |
|-----------------------------------------------------------------------------------------------|-------------------------|-------------|
| City of Baltimore, MD                                                                         | EPA Assessment (2)      | \$400,000   |
|                                                                                               | EPA Cleanup             | \$200,000   |
| City of Geneva, NY                                                                            | EPA Cleanup             | \$200,000   |
| City of Newark, NJ                                                                            | EPA Assessment (4)      | \$800,000   |
|                                                                                               | EPA Cleanup (17)        | \$3,400,000 |
|                                                                                               | EPA Multipurpose        | \$550,000   |
|                                                                                               | EPA Revolving Loan Fund | \$1,000,000 |
| Plant City, NJ                                                                                | EPA Assessment (2)      | \$400,000   |
| Village of Fort Edward, NY                                                                    | EPA Assessment (3)      | \$600,000   |
|                                                                                               | EPA Cleanup             | \$200,000   |
| City of Richmond, VA                                                                          | EPA Assessment (2)      | \$400,000   |
| Mercer County (NJ) Improvement Authority                                                      | EPA Cleanup (2)         | \$400,000   |
|                                                                                               | NJDEP HDSRF (2)         | \$169,440   |
| Union County, NJ                                                                              | EPA Assessment          | \$600,000   |
| Pennsylvania Dept. of Community & Economic Development<br>(subcontract to Gaito & Associates) | EPA Revolving Loan Fund | \$1,000,000 |
| Pennsylvania Dept. of Environmental Protection<br>(subcontract to Gaito & Associates)         | EPA Assessment          | \$2,000,000 |
| EDGE of Memphis, TN                                                                           | EPA Revolving Loan Fund | \$1,000,000 |
| City of Memphis, TN and Shelby County Community Redevelopment<br>Agency                       | EPA Assessment          | \$1,000,000 |
| Delaware County, PA                                                                           | EPA Revolving Loan Fund | \$1,000,000 |

### 3F. SUMMARIES OF SPECIFIC EXPERIENCE REQUIREMENTS

BRS has written, managed, and assisted with the implementation of every type of EPA Brownfields Grant inclusive of Area-Wide Planning and Community-Wide Assessment grants, as a fund manager for EPA Revolving Loan Fund grants, as On Scene Coordinator for Cleanup Grants, and as a contractor performing Phase I and Phase II assessments. With over 20 years of EPA Brownfield Grant experience, we have developed not only an excellent working relationship with the regional EPA staff, but also a system for tracking all deliverables, deadlines, and expenditures for EPA-funded efforts. We are very familiar with allowable costs and site eligibility requirements, and will work with to ensure that funds are spent in accordance with all applicable terms and conditions and that all reporting requirements are strictly followed.

We have managed more than 200 EPA Brownfield cooperative agreements, acting as regulatory and stakeholder liaison, coordinating community outreach, documenting and reporting all grant-funded activities according to all applicable requirements (quarterly and annual EPA reporting, ACRES reporting, MBE/WBE reporting, FFRs), reviewing costs, monitoring Davis-Bacon Act compliance, coordinating payments and drawdowns in accordance with all applicable terms and conditions, and fulfilling all closeout reporting requirements.



## LSRP SERVICES

BRS's core service of acting as outsourced staff/owner's representation for our municipal clients, the majority of which are located in New Jersey, means that we are **well versed in the requirements and functions of the Licensed Site Remediation Professional role** in environmental assessment, remediation, and redevelopment projects. Additionally, as EPA funding specialists who frequently leverage this funding to obtain state HDSRF grants, BRS knows how to **coordinate efforts to efficiently meet both federal and state requirements** for this work.

**In the past five years, BRS has fulfilled the LSRP of Record role for the following clients:** City of Asbury Park, NJ; Camden Redevelopment Agency, Camden, NJ; City of Trenton, NJ; Jersey City Redevelopment Agency, Jersey City, NJ; NJEDA; City of Salem, NJ; Town of Harrison, NJ; Camden Sophisticated Sisters, Camden, NJ; and Camden Lutheran Housing, Camden, NJ to name a selected public sector and non-profit entities with whom we have worked.

**BRS has two LSRPs in house** should a change of personnel become necessary, but for this engagement, we are proposing to continue our subcontracting partnership with former BRS employee **Kevin McAllister, LSRP, who has served as the LSRP of Record for Asbury Park's EPA Assessment Grant efforts.** We feel that **maintaining continuity in the LSRP role** is the most efficient and cost-effective option for the city moving into the cleanup phase.

## NJDEP HDSRF PROGRAM

BRS has a strong history of identifying and securing grant funding, with a grant writing success rate close to 80%. We have an extensive history working with the HDSRF program, having secured and managed **\$50 million in New Jersey HDSRF grants** for the local governments and agencies of Trenton, Jersey City, Camden, Plainfield, Mercer County, Newark, and others. We have also secured over \$43.1 million in EPA funding for our New Jersey client communities alone, over \$57.3 million overall, and **frequently leverage this EPA funding in our HDSRF grant applications.** Our grant writing success extends beyond assessment and cleanup. In total, have obtained well over \$304.3 million in federal, state, local, and foundation funding to advance public sector revitalization initiatives.

**We have managed all of the HDSRF grants that we have secured.** Thus, we have developed not only an excellent working relationship with NJDEP/NJEDA staff, but also a system for tracking all deliverables, deadlines, and expenditures. We are very familiar with allowable costs and site eligibility requirements, and work with our clients to ensure that the funds are spent in accordance with all applicable terms and conditions.

## EPA BROWNFIELDS CLEANUP PROGRAM

The table on the following two pages represents over two decades of BRS's holistic, "research to ribbon cutting" experience with the EPA Brownfields Program, including the grant management, project management, owner's representation, and remediation oversight functions required for this engagement.





| Client                                                         | Length of Relationship | EPA Brownfields Grants Secured by BRS | EPA Grant Preparation | EPA Grant Management | Community / Stakeholder Work | EPA Assessment | EPA Planning | EPA Economic Studies | EPA Owner's Representation | EPA DBA Compliance | EPA Remediation Oversight | EPA RLF Fund Management | HUD / Non-EPA Assessment |
|----------------------------------------------------------------|------------------------|---------------------------------------|-----------------------|----------------------|------------------------------|----------------|--------------|----------------------|----------------------------|--------------------|---------------------------|-------------------------|--------------------------|
| Camden Redevelopment Agency/City of Camden, NJ                 | 2003 to Present        | \$14,049,999                          | ●                     | ●                    | ●                            | ●              | ●            | ●                    | ●                          | ●                  | ●                         | ●                       | ●                        |
| City of Trenton, NJ                                            | 2003 to Present        | \$7,400,000                           | ●                     | ●                    | ●                            | ●              | ●            | ●                    | ●                          | ●                  | ●                         | ●                       | ●                        |
| Jersey City Redevelopment Agency, Jersey City, NJ              | 2007 to Present        | \$6,178,090                           | ●                     | ●                    | ●                            | ●              | ●            | ●                    | ●                          | ●                  | ●                         | ●                       | ●                        |
| Mayor's Office of Environmental Remediation, New York City, NY | 2009 to Present        | \$4,500,000                           | ●                     | ●                    | ●                            | ●              |              |                      | ●                          | ●                  | ●                         | ●                       | ●                        |
| City of Asbury Park, NJ                                        | 2015 to Present        | \$900,000                             | ●                     | ●                    | ●                            | ●              |              |                      | ●                          |                    |                           |                         |                          |
| Township of Little Egg Harbor, NJ                              | 2015 to Present        | Other Funding                         |                       |                      |                              |                |              |                      | ●                          |                    |                           |                         | ●                        |
| City of Orem, UT                                               | 2017 to Present        | \$300,000                             | ●                     | ●                    | ●                            | ●              | ●            | ●                    |                            |                    |                           |                         |                          |
| Borough of Tuckerton, NJ                                       | 2018 to Present        | Other Funding                         |                       |                      |                              |                |              |                      | ●                          |                    |                           |                         | ●                        |
| Sullivan County, NJ                                            | 2018 to Present        | \$800,000                             | ●                     | ●                    | ●                            |                |              |                      |                            |                    |                           |                         |                          |
| Sullivan County Land Bank                                      | 2019 to Present        | \$500,000                             | ●                     | ●                    | ●                            |                |              |                      | ●                          | ●                  | ●                         |                         |                          |
| Philadelphia Redevelopment Authority, City of Philadelphia, PA | 2019 to Present        | N/A                                   | ●                     | ●                    | ●                            |                |              |                      |                            |                    |                           |                         |                          |
| Township of Hainesport, NJ                                     | 2019 to Present        | \$500,000                             | ●                     | ●                    | ●                            |                |              |                      | ●                          | ●                  | ●                         |                         | ●                        |
| New Jersey Economic Development Authority (NJEDA)              | 2019 to Present        | \$3,100,000                           | ●                     | ●                    | ●                            | ●              | ●            | ●                    | ●                          |                    | ●                         | ●                       |                          |
| City of Salem, NJ                                              | 2020 to Present        | \$800,000                             | ●                     | ●                    | ●                            | ●              | ●            |                      |                            |                    |                           |                         | ●                        |
| City of Harrison, NJ                                           | 2021 to Present        | Other Funding                         |                       |                      |                              |                |              |                      |                            |                    |                           |                         | ●                        |
| City of Lambertville, NJ                                       | 2021 to Present        | Other Funding                         |                       |                      |                              |                |              |                      |                            |                    |                           |                         | ●                        |
| Philadelphia Housing Authority, City of Philadelphia, PA       | 2021 to Present        | N/A                                   |                       |                      |                              |                |              |                      |                            |                    |                           |                         | ●                        |
| City of Green Bay, WI                                          | 2021 to Present        | N/A                                   |                       | ●                    |                              |                |              |                      |                            |                    |                           | ●                       |                          |
| Lycoming County, PA                                            | 2022 to Present        | N/A                                   |                       | ●                    | ●                            |                |              |                      | ●                          | ●                  | ●                         |                         |                          |





| Client                                                                             | Length of Relationship        | EPA Grants Secured by BRS | EPA Grant Preparation | EPA Grant Management | Community / Stakeholder Work | EPA Assessment | EPA Planning | EPA Economic Studies | EPA Owner's Representation | EPA DBA Compliance | EPA Remediation Oversight | EPA RLF Fund Management | HUD / Non-EPA Assessment |
|------------------------------------------------------------------------------------|-------------------------------|---------------------------|-----------------------|----------------------|------------------------------|----------------|--------------|----------------------|----------------------------|--------------------|---------------------------|-------------------------|--------------------------|
| Niagara County Brownfield Development Corporation, NY                              | 2022 to Present               | N/A                       |                       | •                    | •                            |                | •            |                      | •                          | •                  | •                         |                         |                          |
| Essex County, NJ                                                                   | 2004                          | \$400,000                 | •                     |                      |                              |                |              |                      |                            |                    |                           |                         |                          |
| Bucks County, PA                                                                   | 2004; 2006                    | \$1,400,000               | •                     | •                    |                              |                |              |                      |                            |                    |                           |                         |                          |
| City of Plainfield, NJ                                                             | 2005 to 2017                  | \$1,400,000               | •                     | •                    | •                            | •              |              | •                    | •                          | •                  | •                         |                         |                          |
| Bayonne (NJ) Economic Development Corporation                                      | 2005 to 2009                  | N/A                       | •                     | •                    | •                            |                |              |                      | •                          |                    |                           |                         |                          |
| City of Baltimore, MD                                                              | 2006                          | \$600,000                 | •                     |                      |                              |                |              |                      |                            |                    |                           |                         |                          |
| City of Geneva, NY                                                                 | 2007 to 2009                  | \$200,000                 | •                     | •                    | •                            |                |              |                      | •                          | •                  | •                         |                         |                          |
| City of Newark, NJ                                                                 | 2008 to 2016                  | \$5,750,000               | •                     | •                    | •                            | •              | •            | •                    | •                          | •                  | •                         | •                       | •                        |
| Plant City, NJ                                                                     | 2009                          | \$400,000                 | •                     |                      |                              |                |              |                      |                            |                    |                           |                         |                          |
| Village of Fort Edward, NY                                                         | 2010 to 2013                  | \$800,000                 | •                     | •                    | •                            |                |              |                      | •                          | •                  | •                         |                         |                          |
| Hudson County (NJ) Economic Development Corporation                                | 2011 to 2013; 2018 to Present | N/A                       |                       | •                    |                              |                |              |                      | •                          | •                  | •                         | •                       |                          |
| City of Richmond, VA                                                               | 2013                          | \$400,000                 | •                     |                      |                              |                |              |                      |                            |                    |                           |                         |                          |
| Mercer County (NJ) Improvement Authority                                           | 2014                          | \$400,000                 | •                     | •                    | •                            |                |              |                      | •                          | •                  | •                         |                         |                          |
| Union County, NJ                                                                   | 2014                          | \$600,000                 | •                     |                      |                              |                |              |                      |                            |                    |                           |                         |                          |
| SOBRO (NY)                                                                         | 2016 to 2018                  | N/A                       |                       | •                    | •                            |                | •            |                      |                            |                    |                           |                         |                          |
| Village of South Nyack, NY                                                         | 2019 to 2020                  | N/A                       |                       |                      |                              |                |              |                      |                            |                    |                           | •                       |                          |
| Pennsylvania Dept. of Community & Economic Development (sub to Gaito & Associates) | 2022                          | \$1,000,000               | •                     |                      |                              |                |              |                      |                            |                    |                           |                         |                          |
| Pennsylvania Dept. of Environmental Protection (sub to Gaito & Associates)         | 2022                          | \$2,000,000               | •                     |                      |                              |                |              |                      |                            |                    |                           |                         |                          |
| EDGE of Memphis, TN                                                                | 2022                          | \$1,000,000               | •                     |                      |                              |                |              |                      |                            |                    |                           |                         |                          |
| City of Memphis, TN and Shelby County Community Redevelopment Agency               | 2022                          | \$1,000,000               | •                     |                      |                              |                |              |                      |                            |                    |                           |                         |                          |
| Delaware County, PA                                                                | 2022                          | \$1,000,000               | •                     |                      |                              |                |              |                      |                            |                    |                           |                         |                          |
| <b>TOTAL EPA BROWNFIELDS GRANTS SECURED:</b>                                       |                               |                           | <b>\$57,378,089</b>   |                      |                              |                |              |                      |                            |                    |                           |                         |                          |



#### 4. PROPOSAL/RATE SCHEDULE FORM

##### LABOR RATES

BRS agrees to provide services on an hourly payment basis. Our fee schedule follows, and the estimated costs for certain tasks are provided on the proposal/rate schedule form provided with the RFQ and found on the next page.

| Position                         | Hourly Rate |
|----------------------------------|-------------|
| Principal                        | \$ 166      |
| Economic Analyst                 | \$ 162      |
| Supervisory Engineer             | \$ 156      |
| LSRP                             | \$ 155      |
| Supervisory Planner              | \$ 142      |
| Supervisory Grant Writer/Manager | \$ 142      |
| Landscape Architect              | \$ 142      |
| Senior Environmental Scientist   | \$ 136      |
| Professional Planner             | \$ 130      |
| Grant Writer                     | \$ 130      |
| Environmental Scientist          | \$ 125      |
| Grant Manager                    | \$ 110      |
| Staff Engineer                   | \$ 95       |
| Intern                           | \$ 46       |
| Support Staff                    | No Charge   |

##### SUBCONTRACTOR MANAGEMENT

As previously mentioned, we will ensure LSRP continuity by subcontracting LSRP services to ACT I in order to maintain Kevin McAllister as the project LSRP. Kevin's billing rate is \$135/hour.

Laboratory services are the only other anticipated subcontractor costs associated with this effort. BRS's preferred laboratory for this effort is SGS North America, Inc. a nationally and state certified laboratory (NJDEP laboratory certification #12129). Know that actual, project specific pricing will be obtained after the development and EPA approval of the Remedial Action Workplan and prior to sample collection events. General pricing for SGS follows:



|                                                                         |            |    |          |
|-------------------------------------------------------------------------|------------|----|----------|
| Full TCL/TAL +30 (XTCL11+)                                              | SW846      | SO | \$550.00 |
| LL Encore Kits (V5035KITLL)                                             | SW846 5035 | SO | \$36.00  |
| Encore Lab Prep, Low Level (V5035SPL)                                   | SW846 5035 | SO | \$5.00   |
| NJEPH, Non-Frac, Spiked for Future Frac. (BNJEPHCAT2NF)                 | NJEPH      | SO | \$55.00  |
| <input type="checkbox"/> NJEPH, Contingent Fractionation (BNJEPHCAT2FO) | NJEPH      | SO | \$55.00  |
| Solids, Total Percent (SOL104)                                          | SM18 2540G | SO | \$3.00   |
| Disposal fee, per sample ID (DISPQ)                                     | NA         | SO | \$3.00   |

All subcontractor work will be subject to a 12% markup.





City of Asbury Park  
Fair and Open Process  
Request for Qualifications  
Professional Environmental Services for EPA Cleanup Grant

**PROPOSAL/RATE SCHEDULE FORM**

| Task                                                                  | 1. Labor Rates        | 2. Subcontractor Management Fees | 3. Laboratory & Analytical Fees | Fixed Price or Estimate         | Annual Costs |
|-----------------------------------------------------------------------|-----------------------|----------------------------------|---------------------------------|---------------------------------|--------------|
| <b>Task 1: Cooperative Agreement Oversight and Community Outreach</b> | See Labor Rates Table | Not Anticipated                  | Not Anticipated                 | \$31,000                        |              |
| <b>Task 2: Environmental Reporting and Engineering (All Sites)</b>    | See Labor Rates Table | 12%                              | Not Anticipated                 | \$24,000                        |              |
| <b>Task 3: Soil Remediation (All Sites)</b>                           | See Labor Rates Table | 12%                              | To Be Determined after RAW      | \$60,000 (combined with Task 4) |              |
| <b>Task 4: UST Removal (61-63 Ridge Ave)</b>                          | See Labor Rates Table | 12%                              | To Be Determined after RAW      |                                 |              |
| <b>Task 5: Groundwater Remediation (61-63 Ridge Ave)</b>              | See Labor Rates Table | 12%                              | To Be Determined after RAW      | \$38,000                        |              |
|                                                                       |                       |                                  |                                 |                                 |              |
|                                                                       |                       |                                  |                                 |                                 |              |
| <b>TOTALS</b>                                                         |                       |                                  |                                 | \$153,000                       |              |

- a. Consultant may provide additional details regarding the above pricing components.  
b. Exceptions to this proposal must be noted and described separately.

Brownfield Redevelopment Solutions, Inc.  
Name of Consultant

Michele Christina  
Authorized Representative (Print)

Principal  
Title of Authorized Representative

  
Signature of Authorized Representative

5/30/2023  
Date



## 5. REFERENCES

In addition to the project details provided below, we have completed the required Reference Form included with the RFQ; this can be found with the other required forms in **Attachment B**.

### **Sullivan County, NY EPA Cleanup Grant Writing, Management, and Implementation Technical Support (2018 - Present)**

**Client:** Sullivan County, NY Planning & Community Development and Sullivan County Land Bank  
**Contact:** Ms. Jill M. Weyer, formerly Sullivan County Deputy Commissioner and Executive Director, Sullivan County Land Bank, currently Director of Community Development, Thompson, NY, 845-794-2500, x304, [jweyer@townofthompson.com](mailto:jweyer@townofthompson.com)

BRS prepared Sullivan County's EPA Brownfield Cleanup Grant, securing \$500,000 for the county. Sullivan County Land Bank then engaged BRS for **management of the grant and implementation assistance at the Monticello Manor site in Monticello, NY**, including project scoping with the developer, coordination of EPA pre-remedial deliverables (Community Involvement Plan, ABCA, QAPP), preparation of bid documents, procurement and oversight of remediation contractors, and general project and construction management support. BRS continues to work with Sullivan County on additional sites, and also **wrote the County's successful 2023 EPA Brownfields Revolving Loan Fund application, securing \$1 million** in additional funding.

### **Trenton, NJ EPA Cleanup Projects (2003 – Present)**

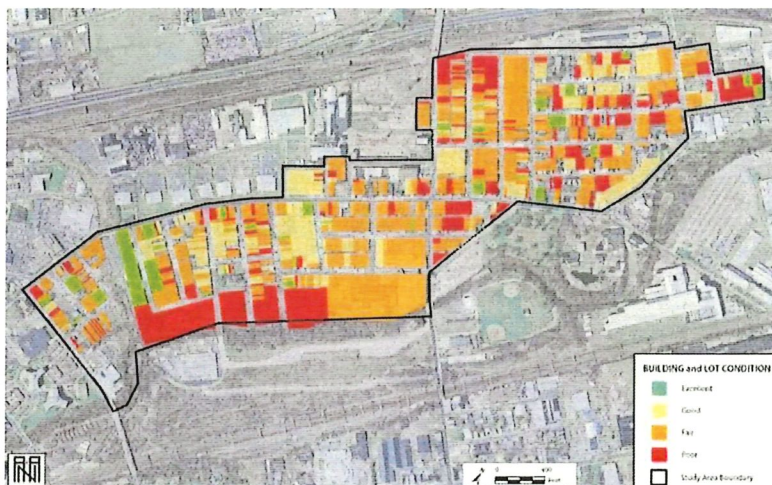
**Client:** Trenton, NJ  
**Contact:** Mr. J.R. Capasso, Brownfields Coordinator, Department of Housing & Economic Development, 609-989-3501, [jcapasso@trentonnj.org](mailto:jcapasso@trentonnj.org)

BRS has been working continuously for the City of Trenton, New Jersey since 2003 to assist with assessment, cleanup, and redevelopment of the city's brownfields. BRS has **prepared and assisted with the implementation of over \$8.6 in EPA grants**, inclusive of Assessment, Cleanup, and Revolving Loan Fund grants. BRS has **used these EPA funding awards to leverage over \$10.2 million in state HDSRF awards** to create **urban parks, housing developments, and light industrial development areas**. In our capacity as outsourced staff for Trenton, BRS has conducted **community and stakeholder outreach**; performed **environmental assessments**; conducted various **planning activities** to include conceptual site plans, ABCAs, and RAWs; performed **economic analysis**; conducted **site inventories**; provided **oversight for the site cleanups** and compliance with **Davis-Bacon Act requirements**; and served as the **RLF Fund Manager**.



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### **City of Trenton, NJ - Assunpink Creek Greenway (2003 – Present)**



The Assunpink Greenway is an expansive, 99-acre linear park project adjacent to the Assunpink Creek, running through an impoverished section of Trenton.

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 obtained all funding for and manages the entire project, including:

- Over \$5 million in U.S. Economic Development Administration grant funding, \$1.6 million in U.S. Environmental Protection Agency grants, and approximately \$10 million in NJ Department of Environmental Protection Agency grants
- Oversight of subcontractors and area environmental assessment activities, including the former railroad maintenance yard abutting Amtrak's Northeast Corridor line.

#### ***BRS's Role:***

- Managed acquisitions, including foreclosure, condemnation, and purchase of properties
- Conducted community outreach in a cooperative fashion and educated owners and residents alike regarding issues
- Obtained and coordinated aid offered by the various local, state, and federal entities involved in the project, including Mercer County, the New Jersey Department of Environmental Protection, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and the U.S. Economic Development Administration
- Secured more than \$13 million toward investigation, remediation, and redevelopment
- Coordinated a Steering Committee comprised of funders, government regulators, community groups, and other stakeholders
- Prepared contractor bid specifications and/or professional services requests for proposals for identification and selection of contractors to implement work
- Coordinated and oversaw asbestos removal, demolition, and environmental assessment and remediation on multiple sites
- Worked with engineers and landscape architects to plan for building and site reuse





### ***Pattern Machine and Foundry (2018 - Present)***

Located in an economically and socially disadvantaged Trenton neighborhood that contains older housing stock, the environmentally contaminated site was adjacent to residential areas and a city playground and park. By combining this century old defunct industrial facility with adjacent parcels, new residential housing developments are able to be built.



#### ***BRS's Role:***

- Prepared EPA- and state-funded Preliminary Assessment Report (Phase I) and Site Investigation Work Plan (Phase II)
- Prepared the demolition and remediation bid specification including hazard assessment and demolition of former industrial structures
- Serving as Owner's Representative and providing management and oversight of the demolition and remediation contractors
- Serving as the Licensed Site Remediation Professional (LSRP) of record for the site responsible for regulatory compliance of the assessment and remediation

### ***Enterprise Avenue Industrial Park***

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. The properties lingered, unmarketable to new users for decades due to lack of funding, complex ownership and property liability issues.



#### ***BRS's Role:***

- 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
- Provided managerial oversight for the demolition contractor, architects and engineers
- 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





**Camden, NJ EPA Cleanup Projects (2003 – Present)****Client: Camden Redevelopment Agency, Camden, NJ****Contact: Olivette Simpson, Interim Executive Director, 856-757-7600, [olsimpso@ci.camden.nj.us](mailto:olsimpso@ci.camden.nj.us)**

BRS has been working continuously for the Camden Redevelopment Agency (CRA) since 2003 to assist with assessment, cleanup, and redevelopment of Camden, New Jersey's brownfields. BRS has **prepared and assisted with the implementation of over \$30.8 million in State and EPA funding** including EPA Brownfield Assessment, Cleanup, Revolving Loan Fund, and RLF Supplemental Grants, along with an Area Wide Planning Grant, for a total of over \$16 million in EPA funding. BRS has used these EPA funding awards to leverage over \$14 million in additional state awards to create **urban parks, housing developments, and light industrial development areas**. In our capacity as outsourced staff for the CRA, BRS has conducted **community and stakeholder outreach**; performed **environmental assessments**; conducted various **planning activities** to include conceptual site plans, ABCAs, and RAWs; performed **economic analysis**; conducted **site inventories**; provided **oversight for the site cleanups** and compliance with **Davis-Bacon Act requirements**; and served as the **RLF Fund Manager**.

**Camden Labs Site Redevelopment for Whitman Park Improvements Project (2014 - 2020)**

The former headquarters of Camden Laboratories, a medical biotech facility in Camden, NJ, was abandoned in 2008 and demolished in 2018. The 3.5-acre site then became a prominent location for illegal dumping activity. A unique partnership called the Camden Collaborative Initiative helped put an end to these activities by leveraging the combined work of Camden County Metro Police, Camden Department of Public Works, NJ Department of Environmental Protection, and other stakeholder partners to secure and put cameras at the site. Once the site was stabilized, the Camden Redevelopment Agency (CRA) was able to begin taking steps to redevelop the site as an expansion area for the city-owned Whitman Park recreational facilities. Preparations for the site involved the safe removal and disposal of impacted soil, asphalt driveway extraction, grading, topsoil additions, and utility improvements.

The environmental investigation, remediation, and demolition of seven dilapidated buildings were made possible by \$2.1 million in funding from the NJ Department of Environmental Protection (NJDEP) and \$750,000 from the US Environmental Protection Agency (EPA). The expansion of Whitman Park into the former Camden Labs site nearly doubles the size of the park, and renovations to the park reflect direct involvement in the design process by the community, through meetings with sports league coaches, neighboring schools, and attendees at community outreach events. The park improvements include new and refurbished athletics fields and facilities, a public-use playground area, a covered pavilion, concession stands, water spray stations, additional seating, and lighting.

In addition to expanding and improving an important gathering space for the neighborhood, the Camden Labs site redevelopment served as a catalyst for further revitalization efforts, with BRS continuing to support the CRA in the preparation of a successful EPA Area-Wide Planning Grant application and the resulting planning efforts to address brownfield redevelopment opportunities across the Mount Ephraim neighborhood.



***BRS's Role:***

- Prepared the EPA and NJ Department of Environmental Protection (NJDEP) grant applications
- Performed EPA grant management services to include fulfillment of all cooperative agreement reporting requirements and all requisite drawdown activities
- Provided grant management services for the NJDEP Hazardous Discharge Site Remediation Fund (HDSRF) awards
- Prepared bid documents, hosted pre-bid site meetings, reviewed bids, and made recommendation for award
- Acted as owner's representative during the assessment, remediation, and demolition of the existing buildings
- Worked with contractors to ensure demolition materials and asbestos-containing materials were classified and disposed of properly
- Conducted interviews for Davis-Bacon Act compliance and reviewed certified payroll prior to making recommendation of payment on contractor invoices.

***ABC Barrel Site: Licensed Site Remediation Professional Assessment and Remediation Management (2011 - Present)***

Abandoned for over 30 decades, BRS was instrumental in procuring the remediation funding needed for this small, high-impact site within the City of Camden's most income diverse residential neighborhood. Anchored by a branch campus of Rutgers University on one end and waterfront views of Philadelphia on the other, the Cooper Grant neighborhood is in high demand for additional residential development, yet this property sat idle for want of cleanup money for the public agency tasked with redeveloping it. Remediation fieldwork was completed in spring 2017. Once redevelopment is completed, the site will provide additional housing options in the neighborhoods as well as a public open space park.



***BRS's Role:***

- Developed strategy to address environmental assessment, remediation, and funding needs
- Assisted with securing over \$1 million in EPA funding and over \$500,000 in state funding for the project over a period of several years
- Prepared the remediation bid specification
- Ensured compliance with Davis-Bacon Act
- Served as Owner's Representative, providing remediation contractor management and oversight
- Served as the Licensed Site Remediation Professional of Record for the site responsible for implementation, closeout, and regulatory compliance of the assessment and remediation
- Facilitated community outreach and the open space easement for the property



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### ***Cramer Hill Waterfront Park at the Former Harrison Avenue Landfill (2004 - Present)***

Situated on a former unregulated city dump that accepted municipal and industrial wastes from circa 1950s to 1971, the 86-acre former Harrison Avenue Landfill site was acquired by the Camden Redevelopment Agency (CRA), who was working with a private developer to turn the site and surrounding area into a gated residential community and golf course on the Delaware River. As the surrounding disadvantaged community became very vocal in their opposition and the project eventually failed, BRS was retained in 2004 and assisted the CRA in their efforts to redirect the project, procuring funding and serving as outsourced staff responsible for grant administration and project management support.



This former landfill now hosts The Salvation Army's Joan and Ray Kroc Center, a vibrant community center with ball fields, aquatics center, day care, and medical clinic, and the Cramer Hill Waterfront Park, which opened to the public in November 2021, and offers a wealth of public resources including an amphitheater, fishing plaza, hiking/biking paths and trails, historic/educational signage, a kayak launch, picnic area, playground, sensory garden, shoreline observation areas, and a summit vista with panoramic views of the Delaware River, Petty's Island, the Benjamin Franklin Bridge, and Philadelphia, PA.

In addition to the landfill closure and park construction, the project involved the restoration and creation of approximately seven acres of freshwater tidal wetlands; over 3,000 feet of bioengineered vegetative shoreline, including 450 feet of living shoreline in three areas along the back channel of the Delaware River; habitats for wildlife including endangered species; over 375,000 plantings; and a two-acre tidally fed fishing pond. The habitat restoration was constructed by NJDEP with coordination support from BRS.

BRS's continuing role as Owner's Representative involves procuring and overseeing various consultants and contractors for the environmental assessment, Title V air permitting, and remediation closeout efforts at the site; developing an O&M Manual for the long term maintenance of the ecological and remediation systems at the site; providing technical reviews and input regarding the various operating and construction agreements for the site; serving as a liaison between the public sector owner and the state and federal regulatory agencies; and community outreach for the remediation efforts at the site.

The CRA received both the 2015 and 2022 Region 2 Phoenix Awards from the U.S. Environmental Protection Agency for the Kroc Center and Waterfront Park redevelopments, respectively.

#### ***Success factors included:***

- Involving the existing community in a meaningful way, and having a willingness and ability to change plans based on that input
- Obtaining, coordinating, and fulfilling the requirements of successive rounds of public sector grants from a variety of federal, state, and local funding sources, for



- over \$10 million toward investigation, remediation, and redevelopment
- Partnering with the state regulatory agency (NJDEP) for their creative use of state natural resource damage claim settlement funding
- Working in partnership with the various visions in NJDEP and EPA to make the project a reality
- Oversaw grant management activities for multiple state and federal funding sources

## 6. PROOF OF INSURANCE

BRS meets the insurance coverage requirements set forth in the City's solicitation. A specimen Certificate of Insurance can be found with the other required forms in **Attachment B**.

## 7. SAMPLE CONTRACT

A sample contract can be found in **Attachment C**.



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## **ATTACHMENT B**

### **City of Asbury Park - Resolution 2023-347**

Resolution Awarding A Contract For Professional Environmental Services for EPA  
Cleanup Grant





**RESOLUTION NO. 2023-347**

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

**RESOLUTION AWARDING A CONTRACT FOR PROFESSIONAL  
ENVIRONMENTAL SERVICES FOR EPA CLEANUP GRANT**

**WHEREAS**, on June 1, 2023 the City of Asbury Park solicited request for qualifications for Professional Environmental Services for EPA Cleanup Grant; and

**WHEREAS**, five proposals were received and evaluated in accordance with the RFQ; and

**WHEREAS**, it has been determined that BRS, Inc. submitted the lowest responsive and responsible proposal in accordance with the RFQ; and

**WHEREAS**, the not-to-exceed cost for the work provided by BRS, Inc. for Professional Environmental Services for EPA Grant Cleanup Affordable Housing Administrative Agent shall not exceed \$153,000.00; and

**WHEREAS**, the proposal is attached to this Resolution; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in Grant Account G-02-43-966-023-220.

**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, awards Professional Environmental Services for EPA Cleanup Grant to BRS, Inc. in the not-to-exceed amount of \$153,000.00.

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

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

NO. 2023-347 which was finally adopted by the City Council at a meeting held on the 28th day of June, 2023.

CERTIFIED BY ME THIS 29th DAY OF June, 2023.

  
 Lisa Esposito, City Clerk 6/30/2023

LISA ESPOSITO  
CITY CLERK

| ✓ Vote Record - Resolution 2023-347                                |                       |          |                                     |                          |                          |                          |
|--------------------------------------------------------------------|-----------------------|----------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> Adopted                        |                       |          | Yes/Aye                             | No/Nay                   | Abstain                  | Absent                   |
| <input type="checkbox"/> Adopted as Amended                        |                       |          |                                     |                          |                          |                          |
| <input type="checkbox"/> Defeated                                  | Angela Abbez-Anderson | Voter    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Tabled                                    | Eileen Chapman        | Voter    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Withdrawn                                 | Yvonne Clayton        | Mover    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Second Reading                            | Amy Quinn             | Seconder | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Resolution Failed for Lack of<br>Seconder | John Moor             | Voter    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-29**

Authorizing the award of a contract to the Public Resources Advisory Group (PRAG) for the Provision of PILOT/RAB Administrator for the City for 2025.



## RESOLUTION NO. 2025-29

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

### **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PUBLIC RESOURCES ADVISORY GROUP FOR THE PROVISION OF PILOT/RAB ADMINISTRATION**

**WHEREAS**, the City of Asbury Park has a need to acquire PILOT/RAB administration services

as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 to 20.5; and,

**WHEREAS**, the Chief Financial Officer has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

**WHEREAS**, the firm of Public Resource Advisory Group (PRAG) has submitted a proposal indicating they will provide the PILOT/RAB services, and shall bill at the following rates for year 2025 – Senior Managing Director \$300 per hour, Managing Director \$250 per hour and Vice President \$175 per hour;

**WHEREAS**, the firm Public Resource Advisory Group (PRAG) has completed and submitted a Business Entity Disclosure Certification which certifies that the firm of Public Resource Advisory Group (PRAG) has not made any reportable contributions to a candidate committee in the City of Asbury Park in the previous one year, and that the contract will prohibit the firm of Public Resource Advisory Group (PRAG) from making any reportable contributions through the term of the contract, and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in account 5-01-20-100-000-209.

**WHEREAS**, the City Mayor 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, awards Public Resource Advisory Group (PRAG) as the PILOT/RAB services administrator.

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

**BE IT FURTHER RESOLVED** that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution. and,

**BE IT FURTHER RESOLVED** that notification of this award will be published in one of the official newspaper(s) of the City of Asbury Park for the 2025 year.

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

**WHEREAS**, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.* specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized professional; and

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

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

1. The firm of Public Resources Advisory Group, Inc. is hereby appointed to serve as PILOT/RAB Administrator for the City for the calendar year 2025.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Public Resources Advisory Group, Inc. for the aforementioned services, for the calendar year 2025, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Said contract has been awarded through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - c. Tracy Lizardi, Director of Purchasing

- d. Wendall Gaertner, Public Resources Advisory Group
- e. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-29 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



**CITY OF ASBURY PARK  
AGREEMENT FOR RAB  
SPECIAL ASSESSMENT AND  
PILOT ADMINISTRATIVE  
SERVICES**



Public Resources Advisory Group, Inc.

**CITY OF ASBURY PARK AGREEMENT FOR  
RAB SPECIAL ASSESSMENT AND PILOT  
ADMINISTRATIVE SERVICES**

**THIS AGREEMENT**, made this 1<sup>st</sup> day of January, 2025;

**BETWEEN:**

**CITY OF ASBURY PARK**, a public body corporate and politic of the State of New Jersey with offices at One Municipal Plaza, Asbury Park, New Jersey 07712, hereinafter designated as "CITY."

**AND:**

**PUBLIC RESOURCES ADVISORY GROUP, INC.**, with offices at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, hereinafter referred to as "CONSULTANT,"

**WITNESSETH:**

**WHEREAS**, the CITY desires to secure an independent municipal advisor to perform administrative services related to special assessments and Payments in Lieu of Taxes ("PILOTs") billed to certain properties within the City's Redevelopment Area Bond ("RAB") program, including, Vive, Monroe, The Asbury Hotel, South Grand, 1101 Ocean, AP Triangle, Baltic, Aegean, Rhythm (Seventh Ave.), 407 Lake (Toll Bros.), Sunset Square (Pulte), and subsequent Waterfront Redevelopment Area projects as they come online, hereinafter referred to as "the Project"; and

**WHEREAS**, CONSULTANT submitted a proposal for the performance of said RAB Special Assessment and PILOT Administrative Services dated November 21, 2023, ("Proposal") which is attached to this contract as Appendix A and made a part hereof; and

**WHEREAS**, CITY adopted a Resolution at its regular board meeting authorizing and directing the Mayor of the City of Asbury Park to execute a contract with CONSULTANT to perform RAB Special Assessment and PILOT Administrative Services; and

**WHEREAS**, this contract is awarded to CONSULTANT by Resolution pursuant to New Jersey's Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., New Jersey's Pay-to-Play law, N.J.S.A. 19:44A-20.4 et seq., and Title 11 of the Americans with Disabilities Act of 1990 (42 §12101, et seq.) and as such is subject to the requirements contained therein



**NOW, THEREFORE**, in consideration of these premises and the mutual covenants, conditions and agreements contained herein, the parties hereto agree as follows:

### **CONSULTANT'S RESPONSIBILITIES**

CONSULTANT shall serve as CITY's professional consultant and provide RAB Special Assessment and PILOT Administrative Services in accordance with the Proposal previously submitted, dated November 21, 2023, entitled "RAB PILOT Administrator Services for City of Asbury Park, NJ" which is attached hereto and made a part hereof as Appendix A.

### **CITY'S RESPONSIBILITIES**

CITY shall provide, to the extent possible, full information as necessary and appropriate to enable CONSULTANT to fulfill the requirements for completion of the project.

### **PAYMENTS TO CONSULTANT**

CITY agrees to pay CONSULTANT as compensation for these services outlined above and provided in the Proposal and in an amount not to exceed \$37,500 without further authorization from CITY. Payments shall be made pursuant to the Redevelopment Area Bond (RAB) documents and Special Assessment documents.

CONSULTANT shall submit monthly statements for consulting services provided and CITY shall make prompt monthly payments in response to CONSULTANT's monthly statements.

### **GENERAL CONSIDERATIONS**

**1. Scope** - The CONSULTANT is hereby retained by CITY to provide RAB Special Assessment and PILOT Administrative Services for the City of Asbury Park RAB Special Assessment and PILOT Administrative Services shall include the following:

- a. Review the master special assessment agreement; review all financial agreements and special assessment agreements related to each of the Projects;
- b. Maintain all relevant data concerning the units of the respective Projects including but not limited to substantial completion date, offered sales price per special assessment agreement, initial transfer sales price (if applicable), current year assessed value;
- c. Maintain a tabulation of the CITY's annual tax rates including municipal purposes rate by tax year;
- d. Calculate the annual total special assessments levied to all units in the respective Projects in accordance with the special assessment agreements;
- e. Calculate the pledged special assessment for all units in accordance with the corresponding special assessment agreement to determine the portion of the special assessment that the CITY will levy and remit to the trustee of the RABs upon collection;
- f. Calculate the annual PILOT payment due for all units in accordance with the corresponding financial agreement;

g. Calculate the annual administrative fee due for all units in accordance with the corresponding financial agreements;

h. Provide the CITY, in spreadsheet form, the annual total special assessments for each unit broken down by the pledged assessment and PILOT payment due;

i. Reconcile CITY billings to PILOT and special assessment calculations;

j. Perform similar functions on a quarterly basis, as applicable;

k. Prepare annual Administrator Certificates, in accordance with the respective trust indentures related to the RAB Projects, containing the estimated pledged special assessment for each project including by-unit supporting calculations;

l. Calculate deficiency payments due from the master developer at the time of a unit's initial sale, as applicable;

m. Other general PILOT advisory services as directed by the CITY; and,

n. Attend in-person meetings and conference calls at the request of the CITY; however, it is expected that CONSULTANT's work will be performed off-site.

2. **Term** - This Agreement shall be in effect for one year commencing upon execution, unless otherwise terminated as provided for herein, and will be subject to renewal by resolution of the CITY.

3. **Termination** - This Agreement may be terminated by either party upon ten (10) days written notice to the other party. Under this paragraph, CONSULTANT shall be paid for services rendered and expenses incurred to the date of termination. The termination of CONSULTANT shall be deemed to be a termination of any subcontractors of CONSULTANT as of the termination date. All finished or unfinished documents, data, studies, agreements and/or reports prepared by CONSULTANT under this Agreement, shall be delivered to CITY.

4. **Consideration** - For the services set forth in Paragraph 1 above, the consideration shall be at the rates specified in CONSULTANT's Proposal dated November 21, 2023, entitled "RAB PILOT Administrator Services for City of Asbury Park, NJ" which is attached hereto and made a part hereof as Appendix A, and in an amount not to exceed \$37,500 without authorization from CITY.

5. **Controlling Law** - This Agreement is governed by the Laws of the State of New Jersey.

6. **Successors and Assigns** - CITY and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in the above paragraph and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services

hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.

7. **Liability** - Acceptance of the final payment by CONSULTANT shall be considered a release in full of all claims against CITY arising out of, or by reason of, the work done and materials furnished under this contract.

8. **Document Ownership** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by CITY to CONSULTANT in connection with this Agreement for Professional Services shall remain the property of CITY. When in tangible form, all copies of such information shall be returned to CITY upon request. Unless such information was previously known to CONSULTANT, free of any obligation to keep it confidential, or has been or is subsequently made public by CITY or a third party, it shall be held in confidence by CONSULTANT, shall be used only for the purposes of this Agreement for Professional Services and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

9. **Insurance and Indemnification** - CONSULTANT shall maintain insurance and indemnify CITY as follows:

a) CONSULTANT shall maintain at its own expense the following insurance covering any claims incurred or arising as a result of CONSULTANT's performance, which insurance shall be issued by a carrier authorized to do business in the State of New Jersey and having agents upon whom service of process may be made in the State of New Jersey and shall contain at a minimum the following provisions, coverages and policy limits of liability. A Certificate of Insurance shall be provided showing the following coverage and limits.

b) Professional Liability Insurance with limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. (A separate Certificate of Insurance shall be provided).

c) The CONSULTANT shall be responsible for performing the above services in accordance with all the professional standards applicable to such services which shall govern CONSULTANT'S responsibility for any errors, omissions or negligent acts in its performance of such services. CONSULTANT shall not be responsible for the acts or omissions of any third parties except the CONSULTANT'S own employees, engineers, subcontractors and agents at the site or otherwise performing any work in connection with the Project, however, nothing contained herein shall be construed to release CONSULTANT from liability for failure to properly perform duties undertaken by it under this Agreement.

d) The CONSULTANT agrees to hold the City of Asbury Park, and its respective officials, officers, agents, servants and employees, harmless from and against liability caused by CONSULTANT'S negligence, in connection with the negligent performance of the services described herein.

10. **Affirmative Action and Business Registration Certificate Provisions** - This Agreement is subject to the following special provisions.

1. The mandatory language of P.L. 1975, C. 117 and applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto are attached at Appendix C of this Agreement and made a part hereof. CONSULTANT agrees to afford equal opportunity in

performance of this AGREEMENT in accordance with an Affirmative Action Program approved by the appropriate authorities.

2. This Agreement is further subject to N.J.S.A. 52:32-44, which imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) CONSULTANT shall provide written notice to its subcontractors to submit proof of business registration to CONSULTANT; 2) prior to receipt of final payment from a contracting agency, CONSULTANT must submit to CITY an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, CONSULTANT and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

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



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-30**

Authorizing the award of a contract to the Firm PFK O'Connor Davies LLP to Serve as Auditor for the City for 2025.



## RESOLUTION NO. 2025-30

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

### **RESOLUTION APPOINTING PFK O'CONNOR DAVIES LLP TO SERVE AS AUDITOR FOR THE CITY AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH**

**WHEREAS**, the City of Asbury Park (the “City”) must appoint a licensed auditor to handle general auditing responsibilities (the “services”) for the City during the year 2025; and

**WHEREAS**, on October 30, 2024, a formal “Request for Qualification” (the (“RFQ”) was issued by the City pursuant to the “Fair and Open” process described in N.J.S.A. 19:44A-20.4, et. Seq., seeking interested firms to provide professional auditing services for the City; and

**WHEREAS**, in accordance with the RFQ, the City received and opened proposals from interested firms on November 22, 2024; and

**WHEREAS**, following review and evaluation of the proposals received, the Mayor and Council had determined to appoint the law firm of PFK O'Connor Davies LLP to serve as the licensed auditor and perform general auditing responsibilities for the City for calendar year 2025; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

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

**WHEREAS**, the City’s Chief Financial Officer has certified the availability of funds for

said contract.

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

1. The firm of PFK O'Connor Davies LLP is hereby appointed to serve as the Auditor for the City for the calendar year 2025.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and PFK O'Connor Davies LLP for the aforementioned services, for the calendar year 2025, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Said contract has been awarded through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - c. Tracy Lizardi, Director of Purchasing
  - d. David Gannon, PFK O'Connor Davies LLP
  - e. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-30 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-31**

Appointing Francis Mullan, PE, CME, of the firm of T&M Associates to serve as Municipal Engineer for the City for 2025.





## RESOLUTION NO. 2025-31

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

### **RESOLUTION APPOINTING T & M ASSOCIATES TO SERVE AS MUNICIPAL ENGINEER FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED THEREWITH**

**WHEREAS**, the City of Asbury Park (the “City”) must appoint a licensed Engineering Firm to serve as the “Municipal Engineer” (a/k/a, the “City Engineer”) for the City for the year 2025; and

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, three (3) firms have submitted proposals including Francis Mullan, PE, CME, of the firm of T&M Associates; and

**WHEREAS**, the Mayor and Council have determined to appoint Francis Mullan, PE, CME (the “Engineer”), of the firm of T&M Associates as the Municipal Engineer for the City for 2025; 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 City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Engineer’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the Pay-to-Play Law); and

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

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

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

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

1. Francis W. Mullan, of the T & M Associates firm, is hereby appointed to serve as the “Municipal Engineer” (a/k/a, the “City Engineer”) for the City for the year 2025.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and T&M Associates, for the year 2025.
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 “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - c. Tracy Lizardi, Director of Purchasing
  - d. Francis W. Mullan, P.E. CME, T&M Associates
  - e. Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-31 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-32**

Authorizing the award of contract to the Law Firm Dilworth Paxson, LLP as City Bond Counsel for 2025



## RESOLUTION NO. 2025-32

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

### **RESOLUTION APPOINTING DILWORTH PAXSON, LLP TO SERVE AS BOND COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH**

**WHEREAS**, the City of Asbury Park (the “City”) must appoint a licensed attorney/law firm to serve as “Bond Counsel” for the City for the year 2025; and

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

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, three (3) firms have submitted proposals including the firm of Dilworth Paxson, LLP (also referenced as the “Firm”) of Freehold, New Jersey; and

**WHEREAS**, following review and evaluation of the proposals received, the Mayor and Council has determined to appoint the firm of Dilworth Paxson, LLP to serve as Bond Counsel for the City for calendar year 2025; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

**WHEREAS**, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized professional; and

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

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

1. The firm of Dilworth Paxson, LLP is hereby appointed to serve as “Bond Counsel” for the City for the calendar year 2025.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Dilworth Paxson, LLP for the aforementioned services, for the calendar year 2025, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Said contract has been awarded through a “fair and open” process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - c. Tracy Lizardi, Director of Purchasing
  - d. Christopher M. Walrath, Dilworth Paxson, LLP
  - e. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-32 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-33**

Authorizing the award of a contract to of Dilworth Paxson, LLP as the City's Redevelopment Counsel for 2024.



## RESOLUTION NO. 2025-33

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

### **RESOLUTION APPOINTING DILWORTH PAXSON, LLP TO SERVE AS REDEVELOPMENT COUNSEL AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH**

**WHEREAS**, the City of Asbury Park (the “City”) desires to appoint Redevelopment Counsel for 2025; and

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

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, five (5) firms have submitted proposals including the firm of Dilworth Paxson, LLP; and

**WHEREAS**, the Mayor and Council have determined to appoint the law firm of Dilworth Paxson, LLP to serve as the City’s “Redevelopment Counsel” for 2025; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

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

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

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

1. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and Dilworth Paxson, LLP for the year 2025.
2. 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.
3. Said contract has been awarded through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
4. A certified copy of this Resolution shall be provided to each of the following:
  - a. JoAnn Boos, Acting City Manager, Chief Municipal Financial Officer
  - b. Tracy Lizardi, Director of Purchasing, Assistant CFO
  - c. Christopher M. Walrath, Dilworth Paxson, LLP
  - d. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-33 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-34**

Authorizing the award of a contract to Maraziti Falcon LLP as the City's Waterfront Redevelopment Counsel for 2025.



## RESOLUTION NO. 2025-34

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

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

**WHEREAS**, the City of Asbury Park (the “City”) desires to appoint a Waterfront Redevelopment Counsel for 2025; and

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

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, two (2) firms have submitted proposals including the firm of Maraziti Falcon LLP; and

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

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

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

**WHEREAS**, 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 Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and Maraziti Falcon LLP for the year 2025.
2. 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.
3. Said contract has been awarded through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
4. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - b. Tracy Lizardi, Director of Purchasing, Assistant CFO
  - c. Joseph Maraziti, Jr., Waterfront Redevelopment Counsel
  - d. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-34 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-35**

Appointing the award of a contract to GJEM Insurance Agency, Inc. to Serve as an Insurance Brokerage/Consultant/Risk Manager for the City for 2025.



## RESOLUTION NO. 2025-35

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

### **RESOLUTION APPOINTING GJEM INSURANCE AGENCY, TO SERVE AS AN INSURANCE BROKERAGE/CONSULTANT/RISK MANAGER, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED THEREWITH**

**WHEREAS**, there exists the need to obtain an Insurance Brokerage/Consultant/Risk Manager for the purpose of obtaining coverage for municipal risk management services and for the purpose of obtaining coverage, to include but not limited to: General Liability Insurance, Automobile Coverage and Workers' Compensation for the year 2025; and

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, three (3) firms have submitted proposals including the firm of GJEM Insurance Agency, Inc. Otterstedt Insurance Agency (also referenced as the "Firm") of Englewood, New Jersey; and

**WHEREAS**, following review and evaluation of the proposals received, the Mayor and Council has determined to appoint the firm of GJEM Insurance Agency, Inc. Otterstedt Insurance Agency to serve as the City's Insurance Brokerage/Consultant/Risk Manager for calendar year 2025; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

**WHEREAS**, the services to be provided are considered to be "professional services"

under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.* specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized professional; and

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

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

1. GJEM Insurance Agency, Inc. Otterstedt Insurance Agency is hereby appointed to serve as the Insurance Brokerage/Consultant/Risk Manager for the City of Asbury Park for the year 2025.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and GJEM Insurance Agency , Inc. Otterstedt Insurance Agency for the aforementioned services, for the calendar year 2025, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Said contract has been awarded through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - c. Tracy Lizardi, Director of Purchasing
  - d. Ezio Altamura, GJEM Insurance Agency, Inc.
  - e. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-35 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-36**

Authorizing the award of a contract to the Firm of Plosia Cohen as OPRA Counsel for the City for 2025.



## RESOLUTION NO. 2025-36

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

### **RESOLUTION APPOINTING PLOSLIA COHEN TO SERVE AS OPRA COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH**

**WHEREAS**, the City of Asbury Park (the “City”) wishes to appoint a licensed attorney/law firm to serve as “OPRA Counsel” for the City for the calendar year 2025; and

**WHEREAS**, during the term of its appointment, said attorney/law firm shall handle legal issues for the City which relate to Open Public Records Act matters, as well as such other legal matters as may be referred to it from time to time by the City Manager and/or the Mayor and Council (collectively referenced as the “services”); and

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, following review and evaluation of the proposals received, the Mayor and Council had determined to appoint the law firm of Plosia Cohen to serve as the City's "OPRA Counsel" for 2025; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

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

**WHEREAS**, the City’s Chief Financial Officer has certified the availability of funds for



said contract.

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

1. The law firm of Plosia Cohen is hereby appointed to serve as “OPRA Counsel” for the City for the calendar year 2025.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Plosia Cohen for the aforementioned services, for the calendar year 2025, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Said contract has been awarded through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - b. Tracy Lizardi, Director of Purchasing
  - c. Jonathan Cohen, Plosia Cohen
  - d. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-36 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-37**

Authorizing the Award of a Contract to the Firm of Rainone Coughlin Minchello, LLC to serve as Labor Counsel for the City for 2025.



## RESOLUTION NO. 2025-37

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

### **RESOLUTION APPOINTING RAINONE COUGHLIN MINCHELLO, LLC TO SERVE AS LABOR COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH**

**WHEREAS**, the City of Asbury Park (the “City”) must appoint a licensed attorney/law firm to serve as the “Labor Counsel” for the City for the year 2025; and

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, nine (9) firms have submitted proposals including the firm of Rainone Coughlin Minchello, LLC; and

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

**WHEREAS**, the Mayor and Council have determined to appoint the firm of Rainone Coughlin Minchello, LLC, as “Labor Counsel” for the City for 2025; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

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

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

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

1. The law firm Rainone Coughlin Minchello, LLC is hereby appointed to serve as "Labor Counsel" for the City for the calendar year 2025.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Rainone Coughlin Minchello, LLC for the aforementioned services, for the calendar year 2025, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - c. Tracy Lizardi, Director of Purchasing
  - d. Louis Rainone, Rainone Coughlin Minchello, LLC
  - e. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-37 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-38**

Authorizing the award of a contract to the Firm of Acacia Financial Group, Inc. To Serve as Financial Advisors for the City for 2025.



## RESOLUTION NO. 2025-38

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

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

**WHEREAS**, the City of Asbury Park (the “City”) must appoint a licensed firm to serve as “Financial Advisors” for the City for the year 2025; and

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, three (3) firms have submitted proposals including the firm of Acacia Financial Group, Inc. (also referenced as the “Firm”) of Mount Laurel, New Jersey; and

**WHEREAS**, following review and evaluation of the proposals received, the Mayor and Council had determined to appoint the firm of Acacia Financial Group, Inc. to serve as the Financial Advisors for the City for calendar year 2025; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

**WHEREAS**, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized professional; and

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

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

1. The firm of Acacia Financial Group, Inc. is hereby appointed to serve as “Financial Advisors” for the City for the calendar year 2025.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Acacia Financial Group, Inc. for the aforementioned services, for the calendar year 2025, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Said contract has been awarded through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - b. Tracy Lizardi, Director of Purchasing
  - c. Kim M. Whelan, Acacia Financial Group, Inc.
  - d. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-38 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-39**

Authorizing the award of a contract for Professional Real Estate Appraisal Services to Pamela J. Brodowski of the Firm BRB Valuations & Consulting Services, LLC for the City for 2025.





## RESOLUTION NO. 2025-39

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

### **RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL REAL ESTATE APPRAISAL SERVICES TO PAMELA J. BRODOWSKI, MAI, ASA, CTA OF THE FIRM BRB VALUATIONS & CONSULTING SERVICES, LLC**

**WHEREAS**, the City of Asbury Park (the “City”) requires professional services to be performed during the calendar year 2025 by an individual qualified to serve as the City’s Real Estate Appraiser, who shall handle real estate appraisal work for the City on an as-needed basis per direction from the City; and

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, two (2) firms have submitted proposals including the firm of BRB Valuation & Consulting Services, LLC (also referenced as the “Firm”) of Eastampton, New Jersey; and

**WHEREAS**, following review and evaluation of the proposals received, the Mayor and Council has determined to appoint Pamela J. Brodowski, MAI, ASA, CTA of the firm of BRB Valuation & Consulting Services, LLC to provide Real Estate Appraisal services to the City for calendar year 2025; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

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

40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized professional; 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. Pamela J. Brodowski, MAI, ASA, CTA of the firm BRB Valuations & Consulting Services, LLC is hereby appointed to serve as "City Real Estate Appraiser" for the City for the year 2025.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and BRB Valuations & Consulting Services, LLC Pamela J. Brodowski, MAI, ASA, CTA for the aforementioned services, for the calendar year 2025, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Said contract has been awarded through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - c. Tracy Lizardi, Director of Purchasing
  - d. Pamela J. Brodowski, Valuations & Consulting Services, LLC
  - e. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-39 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-40**

Appointing Gregory B. Pasquale, Esquire, of the firm Jalloh & Jalloh to Serve as Special Tax Counsel for the City for 2025.



## RESOLUTION NO. 2025-40

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

### **RESOLUTION APPOINTING GREGORY B. PASQUALE, ESQUIRE, TO SERVE AS SPECIAL TAX COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH**

**WHEREAS**, the City of Asbury Park (the “City”) must appoint a licensed attorney to serve in the capacity of “Special Tax Counsel” for the City for the year 2025; and

**WHEREAS**, the Special Tax Counsel shall handle tax appeal matters involving the City during the term of the appointment, as well as, any other tax-related matters as requested by the City (collectively, the “services”); and

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, six (6) firms have submitted proposals including the firm of Jalloh & Jalloh (also referenced as the “Firm”) of Linden, New Jersey; and

**WHEREAS**, following review and evaluation of the proposals received, the Mayor and Council has determined to appoint the firm of Jalloh & Jalloh to serve as the Special Tax Counsel for the City for calendar year 2025; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

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

40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized professional; 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. Gregory B. Pasquale, Esq. of Jalloh & Jalloh is hereby appointed to serve as the "Special Tax Counsel" for the City for the year 2025.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Jalloh & Jalloh for the aforementioned services, for the calendar year 2025, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Said contract has been awarded through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - b. Tracy Lizardi, Director of Purchasing
  - c. Gregory B. Pasquale, Esq., Special Tax Counsel
  - d. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-40 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-41**

Authorizing the award of a contract to Kyle + McManus Associates to serve as Municipal Consulting Planner for the City for 2025.



## RESOLUTION NO. 2025-41

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

### **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE FIRM OF KYLE + MCMANUS ASSOCIATES, LLC TO SERVE AS THE CITY'S CONSULTING PLANNER FOR 2025**

**WHEREAS**, there is a need for the City of Asbury Park (the "City") to appoint a licensed firm to serve as "Municipal Planner/Consultant" for the City for the year 2025; and

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, three (3) firms have submitted proposals including the firm of Kyle + McManus Associates (also referenced as the "Firm") of Hopewell, New Jersey; and

**WHEREAS**, following review and evaluation of the proposals received, the Mayor and Council has determined to appoint the firm of Kyle + McManus Associates to serve as the Consulting Planner for the City for calendar year 2025; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

**WHEREAS**, the services to be provided are considered to be "professional services" under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.* specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized professional; and

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

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

1. The firm of Kyle + McManus Associates is hereby appointed to perform professional Municipal Planner/Consultant services for the City for the calendar year 2025.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Kyle + McManus Associates for the aforementioned services, for the calendar year 2025, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Said contract has been awarded through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - c. Tracy Lizardi, Director of Purchasing
  - d. Elizabeth McManus, Kyle + McManus Associates
  - e. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-41 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-42**

Authorizing the award of a contract to the Firm of Surenian, Edwards, Buzak & Nolan, LLC To Serve as Affordable Housing Counsel for 2025.



## RESOLUTION NO. 2025-42

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

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

**WHEREAS**, the City of Asbury Park (the “City”) desires to appoint Affordable Housing Counsel for 2025; and

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

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, three (3) firms have submitted proposals including the firm of Surenian, Edwards & Nolan, LLC; and

**WHEREAS**, the law firm of Surenian, Edwards, Buzak & 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, Buzak & Nolan, LLC to serve as the City’s “Affordable Housing Counsel” for 2025; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

and

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

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

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

1. That the law firm of Surenian, Edwards, Buzak & Nolan, LLC is hereby appointed to serve as Affordable Housing Counsel for the City for the anticipated term of a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been 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, Buzak & 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. Said contract has been awarded through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - b. Tracy Lizardi, Director of Purchasing, Assistant CFO
  - c. Michael J. Edwards, Affordable Housing Counsel
  - d. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-42 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-43**

Authorizing the award of a contract to Arcari + Iovino to provide Architectural Services for the City, and authorizing the execution of an agreement for professional Architectural Services associated therewith for 2025.



## RESOLUTION NO. 2025-43

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

### **RESOLUTION APPOINTING ARCARI + IOVINO TO PROVIDE ARCHITECTURAL SERVICES FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES ASSOCIATED THEREWITH**

**WHEREAS**, there is a need for the City of Asbury Park (the “City”) to appoint an architecture firm to perform certain professional architectural services (the “services”) for the City, for the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, following review and evaluations of the proposals, Mayor and Council have determined that the following firm, Arcari + Iovino of Little Ferry, NJ can meet the City's needs for architectural services for the City for 2025; and

**WHEREAS**, this appointment does not guarantee work; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

**WHEREAS**, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.* specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a

recognized professional; and

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

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

1. The firm of Arcari + Iovino is hereby appointed to provide architectural services for the City for the year 2025.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and the above-named firm for the aforementioned services, for the year 2025, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - b. Tracy Lizardi, Director of Purchasing
  - c. Anthony Iovino, Arcari + Iovino
  - e. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-43 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-44**

Authorizing the Award of a Contract to The Firm of ENGenuity Infrastructure to Perform Special Project Engineering Services for 2025.





## RESOLUTION NO. 2025-44

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

### **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE FIRM OF ENGENUITY INFRASTRUCTURE TO PERFORM SPECIAL PROJECT ENGINEERING SERVICES**

**WHEREAS**, there is a need for the City of Asbury Park (the “City”) to appoint a licensed Professional Special Projects Engineer to perform certain professional special project engineering services (the “services”) for the City during the year 2025; and

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, seven (7) firms have submitted proposals including the firm of ENGenuity Infrastructure (also referenced as the “Firm”) of Red Bank, New Jersey; and

**WHEREAS**, following review and evaluation of the proposals received, the Mayor and Council had determined to appoint the firm of ENGenuity Infrastructure to serve as the Special Project Engineer for the City for calendar year 2025; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

**WHEREAS**, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.* specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized professional; 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 Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and ENGenuity Infrastructure for the year 2025.
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 "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager,
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - c. Tracy Lizardi, Director of Purchasing
  - d. ENGenuity Infrastructure
  - e. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-44 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-45**

Authorizing the Award of a Contract to The Firm of NV5 to Perform Special Project Engineering Services for 2025.



## RESOLUTION NO. 2025-45

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

### **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE FIRM OF NV5 TO PERFORM SPECIAL PROJECT ENGINEERING SERVICES**

**WHEREAS**, there is a need for the City of Asbury Park (the “City”) to appoint a licensed Professional Special Projects Engineer to perform certain professional special project engineering services (the “services”) for the City during the year 2025; and

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, seven (7) firms have submitted proposals including the firm of NV5 (also referenced as the “Firm”) of Asbury Park, New Jersey; and

**WHEREAS**, following review and evaluation of the proposals received, the Mayor and Council had determined to appoint the firm of NV5 to serve as the Special Project Engineer for the City for calendar year 2025; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

**WHEREAS**, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized professional; 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 Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and NV5 for the year 2025.
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 "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - c. Tracy Lizardi, Director of Purchasing
  - d. NV5
  - e. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-45 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-46**

Authorizing the Award of a Contract to The Firm of Leon S. Avakian, Inc. to Perform Special Project Engineering Services for 2025.



## RESOLUTION NO. 2025-46

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

### **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE FIRM OF LEON S. AVAKIAN, INC. TO PERFORM SPECIAL PROJECT ENGINEERING SERVICES**

**WHEREAS**, there is a need for the City of Asbury Park (the “City”) to appoint a licensed Professional Special Projects Engineer to perform certain professional special project engineering services (the “services”) for the City during the year 2025; and

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, seven (7) firms have submitted proposals including the firm of Leon S. Avakian, Inc. (also referenced as the “Firm”) of Asbury Park, New Jersey; and

**WHEREAS**, following review and evaluation of the proposals received, the Mayor and Council had determined to appoint the firm of Leon S. Avakian, Inc. to serve as the Special Project Engineer for the City for calendar year 2025; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

**WHEREAS**, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.* specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized professional; 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 Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and Leon S. Avakian, Inc. for the year 2025.
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 "fair and open” process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - c. Tracy Lizardi, Director of Purchasing
  - d. Leon S. Avakian, Inc.
  - e. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-46 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-47**

Authorizing the Award of a Contract to The Firm of CDM Smith, Inc. to Perform Special Project Engineering Services for 2025.



## RESOLUTION NO. 2025-47

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

### **RESOLUTION APPOINTING THE FIRM OF CDM SMITH, INC. TO PERFORM SPECIAL PROJECT ENGINEERING SERVICES**

**WHEREAS**, there is a need for the City of Asbury Park (the “City”) to appoint a licensed Professional Special Projects Engineer to perform certain professional special project engineering services (the “services”) for the City during the year 2025; and

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, seven (7) firms have submitted proposals including the firm of CDM Smith, Inc.(also referenced as the “Firm”) of Edison, New Jersey; and

**WHEREAS**, following review and evaluation of the proposals received, the Mayor and Council had determined to appoint the firm of CDM Smith, Inc. to serve as the Special Project Engineer for the City for calendar year 2025; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

**WHEREAS**, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized professional; 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 Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and CDM Smith, Inc. for the year 2025.
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 "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - c. Tracy Lizardi, Director of Purchasing
  - d. CDM Smith, Inc.
  - e. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-47 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-48**

Authorizing the Award of a Contract to The Firm of Dynamic Traffic, LLC to Perform Special Project Engineering Services for 2025.



## RESOLUTION NO. 2025-48

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

### **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE FIRM OF DYNAMIC TRAFFIC, LLC TO PERFORM SPECIAL PROJECT ENGINEERING SERVICES**

**WHEREAS**, there is a need for the City of Asbury Park (the “City”) to appoint a licensed Professional Special Projects Engineer to perform certain professional special project engineering services (the “services”) for the City during the year 2025; and

**WHEREAS**, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Friday, November 22, 2024; and

**WHEREAS**, seven (7) firms have submitted proposals including the firm of Dynamic Traffic, LLC (also referenced as the “Firm”) of Lake Como, New Jersey; and

**WHEREAS**, following review and evaluation of the proposals received, the Mayor and Council had determined to appoint the firm of Dynamic Traffic, LLC to serve as the Special Project Engineer for the City for calendar year 2025; and

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

**WHEREAS**, the anticipated term of this contract is for a twelve (12) month period, commencing on January 15, 2025, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

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

**WHEREAS**, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized professional; 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 Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and Dynamic Traffic, LLC for the year 2025.
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 "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
  - a. City Manager
  - b. JoAnn Boos, Chief Municipal Financial Officer
  - c. Tracy Lizardi, Director of Purchasing
  - d. Dynamic Traffic, LLC
  - e. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-48 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-49**

Authorizing Appointments to the “Asbury Park TV Committee” 2025



## RESOLUTION NO. 2025-49

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

### **RESOLUTION AUTHORIZING APPOINTMENTS TO THE ASBURY PARK TV COMMITTEE**

**WHEREAS**, pursuant to Section 2-58 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” an Asbury Park TV Committee (the “Committee”) has been duly created in and for the City of Asbury Park (the “City”); and

**WHEREAS**, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

**WHEREAS**, the terms of the Committee members shall begin January 15, 2025 and shall expire January 15, 2028, or as of the date of the 2028 Council Reorganization Meeting, whichever is later.

**NOW, THEREFORE, BE IT RESOLVED** that the following individuals are hereby appointed to serve on the Asbury Park TV Committee for the term referenced:

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

1. That the following individuals are hereby appointed to serve on the Committee:

Appointee

Ginny Otley

Nate McCallister

Muata Greene

3. That a certified copy of this Resolution shall be provided to each member appointed and the City Manager.



I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-49 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-50**

Appointing Members to the Business Advisory Committee



## RESOLUTION NO. 2025-50

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

### **RESOLUTION AUTHORIZING APPOINTMENTS TO THE BUSINESS ADVISORY COMMITTEE**

**WHEREAS**, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Business Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

**WHEREAS**, the purpose(s) of the Committee shall be to provide consultative and advisory assistance to the Mayor and Council, regarding business issues for the City, as well as all residents of the community; and

**WHEREAS**, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

**WHEREAS**, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

**WHEREAS**, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

**WHEREAS**, the terms of the Committee members shall begin January 15, 2025 and shall expire January 15, 2026, or as of the date of the 2026 Council Reorganization Meeting, whichever is later.

**WHEREAS**, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

**WHEREAS**, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

**WHEREAS**, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

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

1. A “Business Committee” (the “Committee”) is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

Appointee

Deputy Mayor Amy Quinn  
 City Manager or designee  
 Jenn Hampton  
 Russell Lewis  
 Sylvia Sylvia Cioffi  
 Robin Elliot-Preston  
 Chris Zatorski  
 David Lewis  
 Danny Croak  
 Megan Boyle  
 Bonnie Nach  
 Shanti Mignogna

3. A certified copy of this Resolution shall be provided to all appointed members and the, City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-50 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
 CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-51**

Authorizing Appointments to Community Development Block Committee 2025



## RESOLUTION NO. 2025-51

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

### **RESOLUTION AUTHORIZING APPOINTMENTS TO COMMUNITY DEVELOPMENT BLOCK COMMITTEE**

**WHEREAS**, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Community Development Block Grant Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

**WHEREAS**, the purpose(s) of the Committee shall be review Community Development Block Grant applications and to provide consultative and advisory assistance to Mayor and Council concerning such issues; and

**WHEREAS**, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

**WHEREAS**, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

**WHEREAS**, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

**WHEREAS**, the terms of the Committee members shall begin January 15, 2025 and shall expire January 15, 2026, or as of the date of the 2026 Council Reorganization Meeting, whichever is later; and

**WHEREAS**, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

**WHEREAS**, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

**WHEREAS**, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

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

1. A “Community Development Block Grant Committee” (the “Committee”) is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

Appointee

Mayor John Moor  
Deputy Mayor Amy Quinn  
Cassandra Dickerson  
Leesha Floyd

3. A certified copy of this Resolution shall be provided to each appointed member and the City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-51 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-52**

Extending the time period for the CCRB Exploratory Committee to complete its work.





## RESOLUTION NO. 2025-52

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

### **RESOLUTION EXTENDING THE DURATION OF THE “CCRB EXPLORATORY COMMITTEE”**

**WHEREAS**, the Mayor and Council previously established the “CCRB Exploratory Committee” to explore, research and develop a framework for an Asbury Park Review Board or similar Committee relating to police oversight, and appointed members thereto; and

**WHEREAS**, pursuant to Resolution No. 2024-260, the duration of the CCRB was scheduled to expire on December 31, 2024; and

**WHEREAS**, the Mayor and Council wish to extend the time period for the CCRB Exploratory Committee to complete its work.

**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 Council hereby appoints the following individuals to serve as members of the CCRB Exploratory Committee:
  - (1) Elaine Rocha;
  - (2) Daniel Harris;
  - (3) Derek Minno Bloom;
  - (4) Reverend Jason Jennings;
  - (5) John Kaplow;
  - (6) Paul Weinstein;
  - (7) Diane Shelton;
  - (8) Deputy Police Chief Guy Thompson;
  - (9) Deputy Mayor Amy Quinn;
  - (10) Councilmember Yvonne Clayton;
  - (11) City Manager or designee; and
  - (12) City Attorney.
2. That the duration of the CCRB Exploratory Committee is hereby extended to the date of the 2026 Council Reorganization Meeting, or through the completion of its work,

whichever is sooner.

3. That a certified copy of this Resolution shall be provided to each of the following:

- (1) City Manager;
- (2) Asbury Park Police Chief;
- (3) Asbury Park Deputy Police Chief; and
- (4) Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-52 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-53**

Appointments to the Deal Lake Commission 2025



## RESOLUTION NO. 2025-53

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

### **RESOLUTION AUTHORIZING APPOINTMENTS TO THE DEAL LAKE COMMISSION**

**WHEREAS**, pursuant to Section 2-46 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Deal Lake Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

**WHEREAS**, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

**WHEREAS**, the terms of the Committee members shall begin January 15, 2025 and shall expire January 15, 2026, or as of the date of the 2026 Council Reorganization Meeting, whichever is later.

**NOW, THEREFORE, BE IT RESOLVED**, that the following individuals are hereby appointed to serve on the Deal Lake Commission:

Jeannie Toher  
Josh Starner

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

- a. City Manager
- b. Deal Lake Commission

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-53 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-54**

Appointments to the Environmental Shade Tree Commission 2025



## RESOLUTION NO. 2025-54

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

### **RESOLUTION AUTHORIZING APPOINTMENTS TO THE ENVIRONMENTAL SHADE TREE COMMISSION**

**WHEREAS**, pursuant to Section 2-41 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” an Environmental/Shade Tree Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

**WHEREAS**, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

**WHEREAS**, the terms of the Committee members shall begin January 15, 2025 and shall expire January 15, 2030, or as of the date of the 2030 Council Reorganization Meeting, whichever is later.

**NOW, THEREFORE, BE IT RESOLVED**, that the following individuals are hereby appointed to serve on the Environmental/Shade Tree Commission for the term referenced:

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

1. That the following individuals are hereby appointed to serve on the Commission:

Appointee

Tom Pivinski  
Ellen Gaynor

2. That a certified copy of this Resolution shall be provided to each appointed member and the City Manager.

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

NO. 2025-54 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-55**

Appointments to the Green Team 2025



## RESOLUTION NO. 2025-55

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

### RESOLUTION AUTHORIZING APPOINTMENTS TO THE GREEN TEAM

**WHEREAS**, the Mayor and Council wish to appoint certain individuals to serve on the Municipal Green Team, in accordance with the requirements of Sustainable New Jersey Certification; and

**WHEREAS**, the Green Team will meet on a as needed basis; and

**WHEREAS**, the City Manager or his/her designee shall serve as chairperson; and

**NOW, THEREFORE, BE IT RESOLVED**, that the following individuals are hereby appointed to serve on the Asbury Park Green Team for a period as needed.

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

1. That the following individuals are hereby appointed to serve on the Green Team until January 15, 2026, or as of the date of the 2026 Council Reorganization Meeting, whichever is later:

City Manager or designee  
Chairperson of the Environmental Shade Tree Commission  
or designee  
Chairperson of the Asbury Park Business Committee or designee  
Council member Eileen Chapman  
Yvonne Adams  
Michele Alonso  
Derek Minno Bloom  
Kathleen Mumma  
Diana Pittet  
Giuseppe Grillo  
Barbara Krzak  
Jen Kosakowski  
Joy Morgan

Janna Manning

2. That a certified copy of this Resolution shall be provided to the City Manager, and Michele Alonso, Director of Planning and Redevelopment.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-55 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-56**

Appointments to the Parking Committee



## RESOLUTION NO. 2025-56

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

### RESOLUTION AUTHORIZING APPOINTMENTS TO THE PARKING COMMITTEE

**WHEREAS**, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Parking Advisory Committee” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

**WHEREAS**, the purpose(s) of the Committee shall be to study the existing parking conditions within the City and to provide consultative and advisory assistance to the Mayor and Council concerning parking issues within the City; and

**WHEREAS**, the Committee shall provide advice to the Mayor and Council as to short-term and long-term recommendations; and

**WHEREAS**, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

**WHEREAS**, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

**WHEREAS**, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

**WHEREAS**, the terms of the Committee members shall begin January 15, 2025 and shall expire January 15, 2026, or as of the date of the 2026 Council Reorganization Meeting, whichever is later; and

**WHEREAS**, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

**WHEREAS**, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law.

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

1. A “Parking Advisory Committee” is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

Appointee

Mayor John Moor  
 Gene Dello  
 James Bonanno  
 Barbara Krzak  
 William West  
 Jordan Modell  
 Jill Potter  
 Craig DiPaola

3. A certified copy of this Resolution shall be provided to each appointed member and the City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-56 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
 CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-57**

Appointments to the Participatory Budget Committee



## RESOLUTION NO. 2025-57

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

### **RESOLUTION AUTHORIZING APPOINTMENTS TO THE PARTICIPATORY BUDGET COMMITTEE**

**WHEREAS**, Participatory Budgeting is a democratic and transparent process which involves community members in deciding how a designated portion of a public budget is spent;

**WHEREAS**, the goals of the Participatory Budgeting initiative are Equity, Empowerment and Community Building/Civic Engagement.

**WHEREAS**, Equity can be achieved through this process by the distribution of funds throughout the City and through direct resident representation and input from every member of the community.

**WHEREAS**, Empowerment can be achieved through this process by engaging residents who normally do not participate in traditional elections and voting. By encouraging the submission of projects that residents have suggested and are advocates of, the engagement efforts will focus on the participation of all residents from project submission through voting.

**WHEREAS**, Community Building can be achieved through the promotion of civic engagement and the “hands-on” experience of the Participatory Budget process. Those Community members that have not had an interest in “traditional” City government actions, have the opportunity to become involved in and learn about public budgeting. Additionally, our youth, who are excluded from traditional elections, will also have the ability to have their ideas not only heard, but also be able to vote and have an impact on the outcome.

**WHEREAS**, the Participatory Budgeting process will be as follows:

- 1) Residents submit ideas for public projects they would like to have in their community;
- 2) The Participatory Budget Committee will work with the individuals who have submitted projects along with City staff to determine feasibility and establish a budget and outline a proposal for the project
- 3) Residents are invited to a public meeting where projects will be presented.
- 4) Residents will then vote on the projects presented.



**WHEREAS**, the Participatory Budgeting Committee will be comprised of 9 residents of the City of Asbury Park who are 14 years of age or older. There will also be a City Council liaison as well as City Staff support.

**WHEREAS**, the terms of the Committee members shall begin January 15, 2025 and shall expire January 15, 2026, or as of the date of the 2026 Council Reorganization Meeting, whichever is later.

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

1. A “Participatory Budget Committee” is hereby established in and for the City, in accordance with the terms and conditions referenced above
2. The following individuals are hereby appointed to serve on the Committee:

Appointee

1. Council member Eileen Chapman
2. Joe Lucarelli
3. Chris Mansicalo
4. Jacalyn Sharpe
5. Paul Weinstein
6. Katherine Healey
7. Alexander Mizenko

3. A certified copy of this Resolution shall be provided to all appointed members and the City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-57 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-58**

Appointments to the Planning Board



## RESOLUTION NO. 2025-58

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

### RESOLUTION AUTHORIZING APPOINTMENTS TO THE PLANNING BOARD

**WHEREAS**, pursuant to N.J.S.A. 40:55D-23, et seq., and Section 30-21, *et seq.*, of the Asbury Park City Code, a Planning Board has been established within the City consisting of seven (9) regular members that are segregated into four (4) separate Classes, and two (2) alternate members; and

**WHEREAS**, the Mayor and Council must appoint one (1) Class III member of the Planning Board, constituting a member of the Governing Body to be appointed by it; and

**WHEREAS**, the Mayor and Council must also appoint certain Class IV citizen members to the Planning Board, along with certain alternate members (who shall also meet the qualifications of Class IV members); and

**WHEREAS**, with the above in mind, the Mayor and Council wish to make the following appointments to the Planning Board, effective as of January 15, 2025.

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

1. That, effective as of January 15, 2025, **Council Member Yvonne Clayton** is hereby appointed to serve as the **Class III** member of the Planning Board, for a term which shall expire January 15, 2026, or as of the date of the 2026 Council Reorganization Meeting, whichever is later.
2. That, effective as of January 15, 2025, the following citizen(s) of the City of Asbury Park is/are hereby appointed as **Class IV** member(s) of the Planning Board:

Michael Goonan - Term to expire on **January 15, 2029** or as of the date of the 2029 Council Reorganization Meeting, whichever is later.

Jim Henry - Term to expire on **January 15, 2029** or as of the date of the 2029 Council Reorganization Meeting, whichever is later.

Daniel Sciannameo - Term to expire on **January 15, 2029** or as of the date of the

2029 Council Reorganization Meeting, whichever is later.

Bob Zuckerman - Term to expire on **January 15, 2029** or as of the date of the 2029 Council Reorganization Meeting, whichever is later.

3. That, effective as of January 15, 2025, the following citizen(s) of the city of Asbury Park is/are hereby appointed as Alternate member(s) of the Planning Board, to fulfill the vacant term:

Katherine McLaughlin - Alternate#2 -Term to expire on **January 15, 2026**, or as of the date of the 2026 Council Reorganization Meeting, whichever is later.

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

- a. Each Appointee referenced above.
- b. Planning Board Secretary
- c. City Manager

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-58 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-59**

Appointments to the Public Arts Commission 2025



## RESOLUTION NO. 2025-59

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

### **RESOLUTION AUTHORIZING APPOINTMENTS TO THE PUBLIC ARTS COMMISSION**

WHEREAS, pursuant to Section 2-43 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Public Art Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

WHEREAS, the terms of the Committee members shall begin January 15, 2025 and shall expire January 15, 2028, or as of the date of the 2028 Council Reorganization Meeting, whichever is later.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Public Art Commission for the term referenced:

Appointee

Deputy Mayor, Amy Quinn  
Director of Planning and Redevelopment, Michele Alonso  
Mary Eileen Fouratt  
Angie Sugrim  
Matt Daniels  
Meagan Greenberg

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 the City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-59 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-60**

Appointments to Code Enforcement/Quality of Life Committee 2025





## RESOLUTION NO. 2025-60

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

### **RESOLUTION AUTHORIZING APPOINTMENTS TO CODE ENFORCEMENT/QUALITY OF LIFE COMMITTEE**

**WHEREAS**, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Code Enforcement/Quality of Life Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

**WHEREAS**, the purpose(s) of the Committee shall be to study existing code enforcement and quality of life issues within the City and to provide consultative and advisory assistance to Mayor and Council concerning such issues; and

**WHEREAS**, the Committee shall provide advice to the Mayor and Council as to short-term and long-term recommendations; and

**WHEREAS**, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

**WHEREAS**, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

**WHEREAS**, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

**WHEREAS**, the terms of the Committee members shall begin January 15, 2025 and shall expire January 15, 2026, or as of the date of the 2026 Council Reorganization Meeting, whichever is later.

**WHEREAS**, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

**WHEREAS**, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in

Section 2-64 of the City Code, as well as applicable law; and

**WHEREAS**, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

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

1. A “Code Enforcement/Quality of Life Committee” (the “Committee”) is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

Appointee

Council Member Yvonne Clayton  
 Council Member Eileen Chapman  
 Patricia Zanellato  
 Diane Shelton  
 Lisa Bovino  
 Mareline Lizaire-Boston  
 Stephanie Ackerman  
 E’Niah Preston  
 Danielle Brascomb  
 Maria Santelli  
 Mariella Flores  
 Noura Huiznga

3. A certified copy of this Resolution shall be provided to each member appointed and the City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-60 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
 CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-61**

Appointments to the Recreation Committee 2025



## RESOLUTION NO. 2025-61

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

### **RESOLUTION AUTHORIZING APPOINTMENTS TO THE RECREATION COMMITTEE**

**WHEREAS**, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Recreation Advisory Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

**WHEREAS**, the purpose(s) of the Committee shall be to provide consultative and advisory assistance to the Mayor and Council, regarding recreation issues for the youth of the City, as well as all residents of the community; and

**WHEREAS**, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

**WHEREAS**, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

**WHEREAS**, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

**WHEREAS**, the terms of the Committee members shall begin January 15, 2025 and shall expire January 15, 2026, or as of the date of the 2026 Council Reorganization Meeting, whichever is later; and

**WHEREAS**, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

**WHEREAS**, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

**WHEREAS**, the Mayor and Council now wish to appoint certain individuals to serve on

the Committee.

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

1. A “Recreation Advisory Committee” (the “Committee”) is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

Appointee

Council Member Eileen Chapman  
 Council Member Angela Ahbez-Anderson  
 Jesse Kendle  
 Jessie Ricks  
 Angeline Brown  
 Destiny Smith  
 Toran Jordan  
 Vishal Sood  
 Steven Wright

3. A certified copy of this Resolution shall be provided to the City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-61 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
 CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-62**

Appointments to the Rent Leveling Board 2025



## RESOLUTION NO. 2025-62

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

### **RESOLUTION AUTHORIZING APPOINTMENTS TO THE RENT LEVELING BOARD**

**WHEREAS**, Ordinance No. 2021-40, adopted on December 22, 2021, established regulations governing the appointment and the term scheme associated with the regular and alternate members of the Rent Leveling Board; and

**WHEREAS**, in accordance with Ordinance No. 2021-40, the Mayor and Council wish to appoint the following seven (7) regular and two (2) alternate members to the Rent Leveling Board for the terms indicated below.

**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 regular members of the Rent Leveling Board are hereby appointed for the following terms:

(a) Tenant Members:

- **Maryann Antenucci** and **Nydia Fontaine** shall serve for a three-year term expiring on 1/15/2028, or as of the date of the 2028 Council Reorganization Meeting, whichever is later; and

(b) Landlord Members:

- **Peter Siegel** and **Josh Starnier** shall serve for a three-year term expiring on 1/15/2028, or as of the date of the 2028 Council Reorganization Meeting, whichever is later; and

(c) Other residents/property owners:

- **Kathy Bingham**, and **Derek Bloom** shall serve for a three-year term expiring on 1/15/2028, or as of the date of the 2028 Council Reorganization Meeting, whichever is later; and

(d) Alternate Members:

- **Jill Occhipinti** and **Frankie Lane** shall serve for a three-year term expiring on 1/15/2028, or as of the date of the 2028 Council Reorganization Meeting, whichever is later.
2. That should the status of any of the above appointees change such that they are no longer a tenant, landlord or resident/property owner of the City of Asbury Park, as applicable, then the appointee(s) must notify the City Clerk immediately. In such cases their appointment(s) to serve on the Board shall cease and a replacement member shall be appointed by the Mayor and Council to fill the vacancy.
  3. That a certified copy of this Resolution shall be provided to each of the following:
    - a. Each Appointee referenced above;
    - b. City Manager;
    - c. Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-62 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-63**

Appointments to the Sunset Lake Commission 2025



## RESOLUTION NO. 2025-63

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

### **RESOLUTION AUTHORIZING APPOINTMENTS TO THE SUNSET LAKE COMMISSION**

**WHEREAS**, pursuant to Section 2-47 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Sunset Lake Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

**WHEREAS**, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

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

1. That the following individual(s) are hereby appointed to serve on the Sunset Lake Commission for the following terms:
  - ( ) **Council member Eileen Chapman** shall serve for a two-year term expiring on 1/15/2027, or as of the date of the 2027 Council Reorganization Meeting, whichever is later; and
  - (b) **Pamela Lamberton** shall serve for a two-year term expiring on 1/15/2027, or as of the date of the 2027 Council Reorganization Meeting, whichever is later.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-63 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-64**

Appointments to the Mayor's Wellness Committee 2025



## RESOLUTION NO. 2025-64

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

### **RESOLUTION AUTHORIZING APPOINTMENTS TO THE MAYOR'S WELLNESS COMMITTEE**

**WHEREAS**, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Mayor’s Wellness Committee” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

**WHEREAS**, the purpose(s) of the Committee shall be to provide a community initiative to champion healthy and active living within the City of Asbury Park and improve overall health within the community; and

**WHEREAS**, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

**WHEREAS**, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

**WHEREAS**, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

**WHEREAS**, the terms of the Committee members shall be for January 15, 2024 and expire January 15, 2025, or as of the date of the 2025 Council Reorganization Meeting, whichever is later; and

**WHEREAS**, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

**WHEREAS**, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law.

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

follows:

1. A “Mayor’s Wellness Committee” is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

Appointee

Karyn Moskowitz, Chair, 2025  
 Nina Summerlin, Chair  
 Wendi Glassman, Chair  
 Nico Belott, Treasurer, 2025  
 Holly Rapport, Secretary, 2025  
 Destiny Smith  
 Ericka Uter  
 Mychal Mills  
 Vic Sood  
 Lilibeth Corrales  
 Allison Cerco  
 Shawn Emamjomeh  
 Pam Major  
 Ray Belsky  
 Ross Brown  
 Shekira Farrell  
 Jaiden Farrell  
 Lisa Lee  
 John Moor, Mayor

3. A certified copy of this Resolution shall be provided to all appointed members and the City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-64 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
 CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-65**

Appointments to the Zoning Board of Adjustment 2025



## RESOLUTION NO. 2025-65

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

### **RESOLUTION AUTHORIZING APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENT**

**WHEREAS**, pursuant to N.J.S.A. 40:55D-69, et seq., and Section 30-22, *et seq.*, of the Asbury Park City Code, a Zoning Board of Adjustment has been established within the City consisting of seven (7) regular members and two (2) alternate members; and

**WHEREAS**, per Section 30-22.1 of the City Code, all regular and alternate members of the Zoning Board of Adjustment are to be appointed by the Mayor and Council; and

**WHEREAS**, pursuant to N.J.S.A. 40:55D-69, the terms of all members first appointed to the Zoning Board of Adjustment shall be so determined that, to the greatest practicable extent, the expiration of such terms shall be distributed, in the case of regular members, evenly over the first four years after their appointment, and in the case of alternate members, evenly over the first two years after their appointment; and

**WHEREAS**, thereafter, the term of each regular member shall be for four (4) years, and the term of each alternate member shall be for two (2) years; and

**WHEREAS**, with the above in mind, the Mayor and Council wish to make the following appointments to the Zoning Board of Adjustment, effective as of January 15, 2024.

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

1. Effective as of January 15, 2025, the following resident(s) of the City of Asbury Park is/are hereby appointed as **regular member(s)** of the Zoning Board of Adjustment, for a term of four (4) years:
  - Russell Lewis - Term to expire on **January 15, 2029** or as of the date of the 2029 Council Reorganization Meeting, whichever is later.
  - Wendi Glassman - Term to expire on **January 15, 2029** or as of the date of the 2029 Council Reorganization Meeting, whichever is later.



- Timothy Szlyk - Term to expire on **January 15, 2029** or as of the date of the 2029 Council Reorganization Meeting, whichever is later.

2. Effective as of January 15, 2025, the following resident(s) of the City of Asbury Park is/are hereby appointed as **alternate member(s)** of the Zoning Board of Adjustment, for a term of two (2) years:

- John Hall - Term to expire on **January 15, 2027** or as of the date of the 2027 Council Reorganization Meeting, whichever is later.

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

- a. Each Appointee referenced above.
- b. Zoning Board of Adjustment Secretary
- c. City Manager

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-65 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-66**

Resolution authorizing the renewal of Office 365 software subscription in the amount of \$35,590.80 utilizing Computer Data funds.



## RESOLUTION NO. 2025-66

**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 the 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 \$35,590.80 off of the Sourcewell contract number 121923-CDWG

**WHEREAS**, the City of Asbury Park is desirous of awarding a contract for the renewal subscription of Office 365 to the vendor listed above in an amount of \$35,590.80; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the Current Fund 5-01-20-140-000-222. The maximum dollar value of the pending contract is as set forth in the resolution; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the renewal subscription of Office 365 in the amount of \$35,590.80 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of IT, and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-66 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

## Subscription Quote Confirmation

**JOE DELLARAGIONE,**

Thank you for choosing CDW for your subscription service needs. The details of your quote are below.

| Quote # | Quote Date      | PO #       | CUSTOMER # |
|---------|-----------------|------------|------------|
| PGHK444 | January 7, 2025 | MS RENEWAL | 0876500    |

| Quote Details Contract: Sourcewell 121923 CDWG-Software (121923) |     |            |            |
|------------------------------------------------------------------|-----|------------|------------|
| ITEM                                                             | QTY | UNIT PRICE | Item Total |

### NGE EXCH OL P2 G

**CDW #: 7980733**

|                                          |     |                |                   |
|------------------------------------------|-----|----------------|-------------------|
| NGE EXCH OL P2 G-NCE, 1 Year, Pay Yearly | 310 | \$91.20/Yearly | \$28272.00/Yearly |
|------------------------------------------|-----|----------------|-------------------|

### NGE O365 G1 G

**CDW #: 7980812**

|                                       |   |                 |                 |
|---------------------------------------|---|-----------------|-----------------|
| NGE O365 G1 G-NCE, 1 Year, Pay Yearly | 5 | \$114.00/Yearly | \$570.00/Yearly |
|---------------------------------------|---|-----------------|-----------------|

### NGE M365 F3 G

**CDW #: 7980788**

|                                       |    |                |                  |
|---------------------------------------|----|----------------|------------------|
| NGE M365 F3 G-NCE, 1 Year, Pay Yearly | 74 | \$91.20/Yearly | \$6748.80/Yearly |
|---------------------------------------|----|----------------|------------------|

|                   |                    |
|-------------------|--------------------|
| <b>Annual Fee</b> | \$35,590.80/Yearly |
|-------------------|--------------------|

|                                       |                    |
|---------------------------------------|--------------------|
| <b>Minimum Contract Annual Total*</b> | <b>\$35,590.80</b> |
|---------------------------------------|--------------------|

\*Tax will be calculated at the time of invoicing.

| Addon Details - Estimate Items Cost based on Usage** |     |            |            |
|------------------------------------------------------|-----|------------|------------|
| Item                                                 | Qty | Unit Price | Item Total |

|               |     |               |               |
|---------------|-----|---------------|---------------|
| NGE Support A | 310 | \$0.00/Yearly | \$0.00/Yearly |
|---------------|-----|---------------|---------------|

|                                      |   |                |               |
|--------------------------------------|---|----------------|---------------|
| NGE Migration and Supported Backup A | 0 | \$51.00/Yearly | \$0.00/Yearly |
|--------------------------------------|---|----------------|---------------|

|                                   |   |                |               |
|-----------------------------------|---|----------------|---------------|
| NGE Standalone Backup w Support A | 0 | \$27.60/Yearly | \$0.00/Yearly |
|-----------------------------------|---|----------------|---------------|

|               |     |               |               |
|---------------|-----|---------------|---------------|
| NGE Onboard A | 310 | \$0.00/Yearly | \$0.00/Yearly |
|---------------|-----|---------------|---------------|

|               |   |               |               |
|---------------|---|---------------|---------------|
| NGE Support A | 5 | \$0.00/Yearly | \$0.00/Yearly |
|---------------|---|---------------|---------------|

|                                      |   |                |               |
|--------------------------------------|---|----------------|---------------|
| NGE Migration and Supported Backup A | 0 | \$51.00/Yearly | \$0.00/Yearly |
|--------------------------------------|---|----------------|---------------|

|                                   |   |                |               |
|-----------------------------------|---|----------------|---------------|
| NGE Standalone Backup w Support A | 0 | \$27.60/Yearly | \$0.00/Yearly |
|-----------------------------------|---|----------------|---------------|

|               |   |               |               |
|---------------|---|---------------|---------------|
| NGE Onboard A | 5 | \$0.00/Yearly | \$0.00/Yearly |
|---------------|---|---------------|---------------|

|                                      |    |                |               |
|--------------------------------------|----|----------------|---------------|
| NGE Support A                        | 74 | \$0.00/Yearly  | \$0.00/Yearly |
| NGE Migration and Supported Backup A | 0  | \$51.00/Yearly | \$0.00/Yearly |
| NGE Standalone Backup w Support A    | 0  | \$27.60/Yearly | \$0.00/Yearly |
| NGE Onboard A                        | 74 | \$0.00/Yearly  | \$0.00/Yearly |

|                                           |                    |
|-------------------------------------------|--------------------|
| <b>Fee</b>                                | \$0.00/Yearly      |
| <b>Estimated Additional Annual Total*</b> | \$0.00             |
| <b>Estimated Annual Grand Total</b>       | <b>\$35,590.80</b> |

## Billing and Payment Info

## Billing Address

1 MUNICIPAL PLZ, ASBURY PARK, NJ 07712-7026

## Payment Type

Net 30 Days-Govt State/Local

## Address of Use

1 MUNICIPAL PLZ, AddressofUseCity, NJ 07712

## Subscription Contact Details

|                          |              |                                                                                                  |
|--------------------------|--------------|--------------------------------------------------------------------------------------------------|
| <b>Business Contact</b>  | <b>Name</b>  | JOE DELLARAGIONE                                                                                 |
|                          | <b>Email</b> |                                                                                                  |
|                          | <b>Phone</b> | (732) 374-6078                                                                                   |
| <b>Technical Contact</b> | <b>Name</b>  | JOE DELLARAGIONE                                                                                 |
|                          | <b>Email</b> | <a href="mailto:joe.dellaragione@cityofasburypark.com">joe.dellaragione@cityofasburypark.com</a> |
|                          | <b>Phone</b> | (732) 374-6078                                                                                   |



## Sales Contact Info

Joe Rewick | (203) 851-7267 | josrewi@cdw.com

## Need Help?



My Account



Support



Call 800.800.4239

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Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-67**

Resolution authorizing the amendment of Resolution #2024-532 authorizing repairs to the 2017 Ford Police Interceptor Vehicle #28. Resolution #2024-532 was awarded to Accurate Auto in the amount of \$8,169.47 utilizing Police O&E funds. Accurate has sent an updated quote for additional \$8,939.56 for additional damage discovered once the vehicle was taken apart for a total amount of \$17,109.03. Rich's Auto Body has submitted a quote \$8,452.78 and states the costs should stay very close to this amount should any additional work be needed.



## RESOLUTION NO. 2025-67

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

### **RESOLUTION AMENDING RESOLUTION #2024-532 AUTHORIZING REPAIRS TO THE 2017 FORD POLICE INTERCEPTOR VEHICLE #28**

**WHEREAS**, the City of Asbury Park adopted Resolution #2024-532 on December 24, 2024 awarding a contract to Accurate Auto Body, Inc. authorizing repairs to the 2017 Ford Police Interceptor Vehicle #28 totaling \$8,169.47; and

**WHEREAS**, the City of Asbury Park received an updated quote from Accurate Auto Body, Inc. for an additional \$8,939.56 for additional damage discovered once the vehicle was taken apart for a grand total of \$17,109.03; and

**WHEREAS**, the City of Asbury Park received an updated quote from Rich's Auto Body for the same repairs totaling \$8,452.78; and

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

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the following account 4-01-27-350-000-203. The maximum dollar value of the pending contract is as set forth in the resolution.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the amendment of Resolution # 2024-532 and authorize repairs to the 2017 Ford Police interceptor Vehicle #28 to Rich's Auto Body in the amount of \$8,452.78 and a copy of this Resolution shall be provided to the City Manager, CFO, Chief of Police and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-67 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.



LISA ESPOSITO  
CITY CLERK

**ACCURATE AUTO BODY, INC.**  
 accurateautobodynj@gmail.com, 201  
 THROCKMORTON ST., FREEHOLD, NJ 07728  
 Phone: (732) 462-0131  
 FAX: (732) 462-0776

Workfile ID: 32f61047  
 PartsShare: 8g8LbG  
 License Number: 02944A

### Preliminary Supplement 1 with Summary

**Customer: Asbury Park Police**

**Job Number: 7615**

Written By: Arthur Schneider

Insured: Asbury Park Police  
 Type of Loss:  
 Point of Impact:

Policy #:  
 Date of Loss:

Claim #:  
 Days to Repair: 0

**Owner:**  
 Asbury Park Police

**Inspection Location:**  
 ACCURATE AUTO BODY, INC.  
 accurateautobodynj@gmail.com  
 201 THROCKMORTON ST.  
 FREEHOLD, NJ 07728  
 Repair Facility  
 (732) 462-0131 Business

**Insurance Company:**

### VEHICLE

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

|                        |                            |              |              |
|------------------------|----------------------------|--------------|--------------|
| VIN: 1FM5K8AR0HGD07615 | Interior Color: Vehicle 28 | Mileage In:  | Vehicle Out: |
| License: 26291MG       | Exterior Color: Black      | Mileage Out: |              |
| State: NJ              | Production Date:           | Condition:   | Job #: 7615  |

#### TRANSMISSION

Automatic Transmission  
 4 Wheel Drive

#### POWER

Power Steering  
 Power Brakes  
 Power Windows  
 Power Locks  
 Power Mirrors  
 Power Driver Seat  
 Power Adjustable Pedals

#### DECOR

Dual Mirrors

Privacy Glass

Overhead Console

#### CONVENIENCE

Air Conditioning  
 Intermittent Wipers  
 Tilt Wheel  
 Cruise Control  
 Rear Defogger  
 Message Center  
 Steering Wheel Touch Controls  
 Rear Window Wiper  
 Backup Camera

#### RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

#### SAFETY

Drivers Side Air Bag  
 Passenger Air Bag  
 Anti-Lock Brakes (4)  
 4 Wheel Disc Brakes  
 Traction Control  
 Stability Control  
 Front Side Impact Air Bags

Head/Curtain Air Bags

Xenon or L.E.D. Headlamps

#### SEATS

Cloth Seats  
 Bucket Seats  
 Reclining/Lounge Seats

#### WHEELS

Styled Steel Wheels

#### PAINT

Clear Coat Paint

#### OTHER

Rear Spoiler  
 California Emissions

## Preliminary Supplement 1 with Summary

Customer: Asbury Park Police

Job Number: 7615

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

| Line | Oper       | Description                                | Part Number     | Qty | Extended Price \$ | Labor | Paint |
|------|------------|--------------------------------------------|-----------------|-----|-------------------|-------|-------|
| 1    |            | <b>EXHAUST SYSTEM</b>                      |                 |     |                   |       |       |
| 2    | Repl       | Muffler                                    | JB5Z5230C       | 1   | 1,526.87 m        | 0.9 M |       |
| 3    |            | <b>QUARTER PANEL</b>                       |                 |     |                   |       |       |
| 4    | S01 Repl   | RT Quarter panel                           | FB5Z7827840B    | 1   | 1,575.10          | 19.0  | 3.5   |
| 5    | S01        | Add for Clear Coat                         |                 |     |                   |       | 1.4   |
| 6    | S01        | Deduct for Rear Bumper R&I                 |                 |     |                   | -1.2  |       |
| 7    | S01 Repl   | LT Quarter panel                           | FB5Z7827841B    | 1   | 1,740.57          | 18.5  | 3.5   |
| 8    | S01        | Overlap Major Adj. Panel                   |                 |     |                   |       | -0.4  |
| 9    | S01        | Add for Clear Coat                         |                 |     |                   |       | 0.6   |
| 10   | S01        | Deduct for Rear Bumper R&I                 |                 |     |                   | -1.2  |       |
| 11   | * Blnd     | Fuel door                                  |                 |     |                   |       | 0.2   |
| 12   | * S01 Repl | RT Wheel opng mldg                         | FB5Z7829164AA   | 1   | <u>57.25</u>      | Incl. |       |
| 13   | * S01 Repl | LT Wheel opng mldg                         | FB5Z7829165AA   | 1   | <u>56.62</u>      | Incl. |       |
| 14   | S01 Repl   | RT Upper molding                           | FB5Z78290A60AA  | 1   | 104.37            | Incl. |       |
| 15   | S01 Repl   | LT Upper molding                           | FB5Z78290A61AA  | 1   | 88.33             | Incl. |       |
| 16   | S01 Repl   | RT Gutter (HSS)                            | BB5Z7845114B    | 1   | 555.92 s          | 3.5   | 1.3   |
| 17   | S01        | Add for Clear Coat                         |                 |     |                   |       | 0.3   |
| 18   | S01 Repl   | LT Gutter (HSS)                            | BB5Z7845115B    | 1   | 617.60 s          | 3.5   | 1.3   |
| 19   | * S01      | Add for Clear Coat                         |                 |     |                   |       | 0.3   |
| 20   | S01 Repl   | RT Filler panel (HSS)                      | BB5Z78278D72A   | 1   | 44.27             | 2.0   |       |
| 21   |            | <b>LIFT GATE</b>                           |                 |     |                   |       |       |
| 22   | * Rpr      | Lift gate                                  |                 |     |                   | 6.0   | 2.3   |
| 23   | S01        | Overlap Major Adj. Panel                   |                 |     |                   |       | -0.4  |
| 24   | * S01      | Add for Clear Coat                         |                 |     |                   |       | 0.4   |
| 25   | Repl       | Emblem                                     | CL3Z9942528C    | 1   | 26.62             | 0.2   |       |
| 26   | Repl       | Nameplate "AWD"                            | 5F9Z7442528D    | 1   | 23.60             | 0.1   |       |
| 27   | * R&I      | Rear molding POLICE INTERCEPTOR            |                 |     |                   | 0.3   |       |
| 28   | R&I        | Handle                                     |                 |     |                   | 0.3   |       |
| 29   | R&I        | Upper trim panel camel/gray                |                 |     |                   | Incl. |       |
| 30   | R&I        | Lower trim panel w/o power lift gate camel |                 |     |                   | 0.4   |       |
| 31   |            | <b>REAR LAMPS</b>                          |                 |     |                   |       |       |
| 32   | S01 Repl   | RT Tail lamp assy level 5                  | FB5Z13404K      | 1   | 839.15            | Incl. |       |
| 33   | S01 Repl   | LT Tail lamp assy level 5                  | FB5Z13405K      | 1   | 858.88            | Incl. |       |
| 34   |            | <b>REAR BUMPER</b>                         |                 |     |                   |       |       |
| 35   | S01        | O/H rear bumper                            |                 |     |                   | 2.5   |       |
| 36   | * S01 Repl | Bumper cover w/o park sensors              | FB5Z17K835ADPTM | 1   | <u>620.58</u>     | Incl. | 2.4   |
| 37   |            | Add for Clear Coat                         |                 |     |                   |       | 1.0   |
| 38   | #          | Prep Unprimed Bumper                       |                 | 1   |                   |       | 0.8   |
| 39   | Repl       | Lower cover w/o auto park                  | FB5Z17F828A     | 1   | 451.14            | Incl. |       |
| 40   | * S01 Repl | RT Side support                            | FB5Z17D942C     | 1   | <u>26.15</u>      | 0.1   |       |
| 41   | * S01 Repl | LT Side support                            | FB5Z17D943C     | 1   | <u>26.30</u>      | 0.1   |       |

## Preliminary Supplement 1 with Summary

Customer: Asbury Park Police

Job Number: 7615

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

|                  |                                 |     |      |                              |                |   |                 |             |             |
|------------------|---------------------------------|-----|------|------------------------------|----------------|---|-----------------|-------------|-------------|
| 42               | *                               | S01 | Repl | RT Side bracket              | FB5Z17D942A    | 1 | 32.55           | 0.1         |             |
| 43               | *                               | S01 | Repl | LT Side bracket              | FB5Z17D943A    | 1 | 35.13           | 0.1         |             |
| 44               |                                 | S01 | Repl | RT Reflector                 | FB5Z15A449D    | 1 | 27.73           | Incl.       |             |
| 45               |                                 | S01 | Repl | LT Reflector                 | FB5Z15A449C    | 1 | 27.20           | Incl.       |             |
| 46               |                                 | S01 | Repl | Valance                      | FB5Z17K835CPTM | 1 | 354.90          | Incl.       | 1.1         |
| 47               |                                 | S01 |      | Overlap Major Non-Adj. Panel |                |   |                 |             | -0.2        |
| 48               | *                               | S01 |      | Add for Clear Coat           |                |   |                 |             | 0.2         |
| 49               | <b>MISCELLANEOUS OPERATIONS</b> |     |      |                              |                |   |                 |             |             |
| 50               | #                               |     |      | Setup & Measure              |                | 1 |                 | 2.0         | F           |
| 51               | #                               |     |      | Unibody Pull                 |                | 1 |                 | 3.0         | F           |
| 52               | #                               |     |      | D&R Battery                  |                | 1 |                 | 0.3         |             |
| 53               | #                               |     |      | Reset Electronics            |                | 1 |                 | 0.5         |             |
| 54               | #                               |     |      | Car Cover                    |                | 1 | 15.00           | 0.4         |             |
| 55               | #                               |     |      | Remove decals                |                | 1 |                 | 0.5         |             |
| 56               | #                               | S01 |      | Seam sealer                  |                | 1 | 60.00           |             |             |
| 57               | #                               |     | Refn | Tint Paint                   |                |   |                 |             | 0.5         |
| 58               | #                               |     | Refn | Feather Prime & Block        |                |   |                 |             | 1.0         |
| 59               | #                               |     |      | Mask/Back Tape Jambs         |                | 1 | 5.00            | 1.0         |             |
| 60               | #                               |     | Repl | Flex Additive                |                | 1 | 8.00            |             |             |
| 61               | #                               |     | Repl | Restore Corrosion Protection |                | 1 | 30.00           | 0.4         |             |
| 62               | #                               |     | Repl | Hardware/Clips               |                | 1 | 40.00           |             |             |
| 63               | #                               |     | Refn | Color Sand & Buff            |                |   |                 |             | 1.0         |
| 64               | #                               |     |      | Clean For Delivery           |                | 1 |                 | 0.5         |             |
| 65               | #                               |     |      | Hazardous Waste              |                | 1 | 5.00            |             |             |
| <b>SUBTOTALS</b> |                                 |     |      |                              |                |   | <b>9,879.83</b> | <b>63.8</b> | <b>22.1</b> |

## ESTIMATE TOTALS

| Category           | Basis    |   |              | Rate | Cost \$          |
|--------------------|----------|---|--------------|------|------------------|
| Parts              |          |   |              |      | 9,879.83         |
| Body Labor         | 57.9 hrs | @ | \$ 65.00 /hr |      | 3,763.50         |
| Paint Labor        | 22.1 hrs | @ | \$ 65.00 /hr |      | 1,436.50         |
| Mechanical Labor   | 0.9 hrs  | @ | \$ 80.00 /hr |      | 72.00            |
| Frame Labor        | 5.0 hrs  | @ | \$ 75.00 /hr |      | 375.00           |
| Paint Supplies     | 22.1 hrs | @ | \$ 42.00 /hr |      | 928.20           |
| Body Supplies      | 54.5 hrs | @ | \$ 12.00 /hr |      | 654.00           |
| Subtotal           |          |   |              |      | 17,109.03        |
| <b>Grand Total</b> |          |   |              |      | <b>17,109.03</b> |

## Preliminary Supplement 1 with Summary

Customer: Asbury Park Police

Job Number: 7615

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

## SUPPLEMENT SUMMARY

| Line                 | Oper | Description                            | Part Number     | Qty | Extended Price \$ | Labor       | Paint |
|----------------------|------|----------------------------------------|-----------------|-----|-------------------|-------------|-------|
| <b>Changed Items</b> |      |                                        |                 |     |                   |             |       |
| 10                   |      | Repl RT Wheel opng mldg                | FB5Z7829164AA   | 1   | -55.72            | -0.4        |       |
| 12                   | *    | S01 Repl RT Wheel opng mldg            | FB5Z7829164AA   | 1   | <u>57.25</u>      | Incl.       |       |
| 11                   |      | Repl LT Wheel opng mldg                | FB5Z7829165AA   | 1   | -54.62            | -0.4        |       |
| 13                   | *    | S01 Repl LT Wheel opng mldg            | FB5Z7829165AA   | 1   | <u>56.62</u>      | Incl.       |       |
| 29                   |      | Repl Bumper cover w/o park sensors     | FB5Z17K835ADPTM | 1   | -611.17           | Incl.       | -2.4  |
| 36                   | *    | S01 Repl Bumper cover w/o park sensors | FB5Z17K835ADPTM | 1   | <u>620.58</u>     | Incl.       | 2.4   |
| 33                   |      | Repl RT Side support                   | FB5Z17D942C     | 1   | -25.60            | -0.1        |       |
| 40                   | *    | S01 Repl RT Side support               | FB5Z17D942C     | 1   | <u>26.15</u>      | 0.1         |       |
| 34                   |      | Repl LT Side support                   | FB5Z17D943C     | 1   | -25.85            | -0.1        |       |
| 41                   | *    | S01 Repl LT Side support               | FB5Z17D943C     | 1   | <u>26.30</u>      | 0.1         |       |
| 35                   |      | Repl RT Side bracket                   | FB5Z17D942A     | 1   | -32.57            | -0.1        |       |
| 42                   | *    | S01 Repl RT Side bracket               | FB5Z17D942A     | 1   | <u>32.55</u>      | 0.1         |       |
| 36                   |      | Repl LT Side bracket                   | FB5Z17D943A     | 1   | -35.00            | -0.1        |       |
| 43                   | *    | S01 Repl LT Side bracket               | FB5Z17D943A     | 1   | <u>35.13</u>      | 0.1         |       |
| <b>Deleted Items</b> |      |                                        |                 |     |                   |             |       |
| 4                    | *    | Rpr RT Quarter panel                   |                 |     |                   | <u>-8.0</u> | -2.6  |
| 5                    |      | Add for Clear Coat                     |                 |     |                   |             | -1.0  |
| 6                    | *    | Rpr LT Quarter panel                   |                 |     |                   | <u>-8.0</u> | -2.6  |
| 7                    |      | Overlap Major Adj. Panel               |                 |     |                   |             | 0.4   |
| 8                    |      | Add for Clear Coat                     |                 |     |                   |             | -0.4  |
| 12                   |      | R&I RT Upper molding                   |                 |     |                   | -0.3        |       |
| 13                   |      | R&I LT Upper molding                   |                 |     |                   | -0.3        |       |
| 16                   |      | Overlap Major Adj. Panel               |                 |     |                   |             | 0.4   |
| 25                   |      | R&I RT Tail lamp assy level 1          |                 |     |                   | -0.3        |       |
| 26                   |      | Repl LT Tail lamp assy level 1         | FB5Z13405A      | 1   | -760.71           | -0.3        |       |
| 28                   |      | O/H rear bumper                        |                 |     |                   | -2.1        |       |
| <b>Added Items</b>   |      |                                        |                 |     |                   |             |       |
| 4                    | S01  | Repl RT Quarter panel                  | FB5Z7827840B    | 1   | 1,575.10          | 19.0        | 3.5   |
| 5                    | S01  | Add for Clear Coat                     |                 |     |                   |             | 1.4   |
| 6                    | S01  | Deduct for Rear Bumper R&I             |                 |     |                   | -1.2        |       |
| 7                    | S01  | Repl LT Quarter panel                  | FB5Z7827841B    | 1   | 1,740.57          | 18.5        | 3.5   |
| 8                    | S01  | Overlap Major Adj. Panel               |                 |     |                   |             | -0.4  |
| 9                    | S01  | Add for Clear Coat                     |                 |     |                   |             | 0.6   |
| 10                   | S01  | Deduct for Rear Bumper R&I             |                 |     |                   | -1.2        |       |
| 14                   | S01  | Repl RT Upper molding                  | FB5Z78290A60AA  | 1   | 104.37            | Incl.       |       |
| 15                   | S01  | Repl LT Upper molding                  | FB5Z78290A61AA  | 1   | 88.33             | Incl.       |       |
| 16                   | S01  | Repl RT Gutter (HSS)                   | BB5Z7845114B    | 1   | 555.92 s          | 3.5         | 1.3   |
| 17                   | S01  | Add for Clear Coat                     |                 |     |                   |             | 0.3   |
| 18                   | S01  | Repl LT Gutter (HSS)                   | BB5Z7845115B    | 1   | 617.60 s          | 3.5         | 1.3   |

## Preliminary Supplement 1 with Summary

Customer: Asbury Park Police

Job Number: 7615

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

|                  |   |     |                                |                |   |                 |             |            |
|------------------|---|-----|--------------------------------|----------------|---|-----------------|-------------|------------|
| 19               | * | S01 | Add for Clear Coat             |                |   |                 |             | 0.3        |
| 20               |   | S01 | Repl RT Filler panel (HSS)     | BB5Z78278D72A  | 1 | 44.27           | 2.0         |            |
| 23               |   | S01 | Overlap Major Adj. Panel       |                |   |                 |             | -0.4       |
| 32               |   | S01 | Repl RT Tail lamp assy level 5 | FB5Z13404K     | 1 | 839.15          | Incl.       |            |
| 33               |   | S01 | Repl LT Tail lamp assy level 5 | FB5Z13405K     | 1 | 858.88          | Incl.       |            |
| 35               |   | S01 | O/H rear bumper                |                |   |                 | 2.5         |            |
| 44               |   | S01 | Repl RT Reflector              | FB5Z15A449D    | 1 | 27.73           | Incl.       |            |
| 45               |   | S01 | Repl LT Reflector              | FB5Z15A449C    | 1 | 27.20           | Incl.       |            |
| 46               |   | S01 | Repl Valance                   | FB5Z17K835CPTM | 1 | 354.90          | Incl.       | 1.1        |
| 47               |   | S01 | Overlap Major Non-Adj. Panel   |                |   |                 |             | -0.2       |
| 48               | * | S01 | Add for Clear Coat             |                |   |                 |             | 0.2        |
| 56               | # | S01 | Seam sealer                    |                | 1 | 60.00           |             |            |
| <b>SUBTOTALS</b> |   |     |                                |                |   | <b>6,147.36</b> | <b>26.5</b> | <b>6.7</b> |

## TOTALS SUMMARY

| Category                       | Basis      | Rate         | Cost \$         |
|--------------------------------|------------|--------------|-----------------|
| Parts                          |            |              | 6,147.36        |
| Body Labor                     | 26.5 hrs @ | \$ 65.00 /hr | 1,722.50        |
| Paint Labor                    | 6.7 hrs @  | \$ 65.00 /hr | 435.50          |
| Body Supplies                  | 29.4 hrs @ | \$ 12.00 /hr | 352.80          |
| Paint Supplies                 | 6.7 hrs @  | \$ 42.00 /hr | 281.40          |
| Subtotal                       |            |              | 8,939.56        |
| <b>Total Supplement Amount</b> |            |              | <b>8,939.56</b> |
| <b>NET COST OF SUPPLEMENT</b>  |            |              | <b>8,939.56</b> |

## CUMULATIVE EFFECTS OF SUPPLEMENT(S)

|                   |                     |                  |
|-------------------|---------------------|------------------|
| Estimate          | 8,169.47            | Arthur Schneider |
| Supplement S01    | 8,939.56            | Arthur Schneider |
| <b>Job Total:</b> | <b>\$ 17,109.03</b> |                  |

## Preliminary Supplement 1 with Summary

Customer: **Asbury Park Police**Job Number: **7615**

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

MODEL: \_\_\_\_\_ VIN: \_\_\_\_\_

AUTHORIZATION TO REPAIR: I \_\_\_\_\_,

BEING THE TRUE AND LAWFUL OWNER OF THE VEHICLE IDENTIFIED ABOVE HEREBY AUTHORIZE REPAIRS TO MY VEHICLE. I UNDERSTAND THE ADDITIONAL REPAIRS MAY BE NEEDED. THEIR COULD BE POSSIBLE HIDDEN DAMAGE FOUND AFTER THE TEAR DOWN. ACTUAL COST OF REPAIRS MAY NOT BE DETERMINED UNTIL REPAIRS ARE COMPLETE. I UNDERSTAND THAT I WILL BE RESPONSIBLE FOR PAYMENTS OF ALL REPAIRS. THEREFORE I HEREBY GIVE AUTHORIZATION TO MAKE ANY AND ALL REPAIRS THAT ARE REPAIRED TO THIS SPECIFIC LOSS. YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OF ANY OTHER CAUSE BEYOND YOUR CONTROL. I UNDERSTAND ALL DEDUCTIBLES

CUSTOMER PAID REPAIRS, BETTERMENT, AND INSURANCE REPAIRS MUST BE PAID FULL BY FOLLOWING MEANS ; INSURANCE CHECK, CASH, MONEY ORDER, CASHIERS CHECKS OR CREDIT CARD.

SIGNATURE : \_\_\_\_\_

RIGHT TO RECEIVE REPLACED PARTS / WAIVER : A CUSTOMER OF THIS SHOP HAS THE RIGHT TO RECEIVE THE REPLACED PARTS FROM VEHICLE. CUSTOMER IS HEREBY NOTIFIED THAT THERE WILL BE A \$20.00 FEE PER DAY FOR STORING THE REPLACED PARTS UP TO 10 DAYS COMMENCING ON THE DATE THE VEHICLE IS DELIVERED OR THE DATE THE REPAIRS ARE PAID FOR, WHICH EVER COMES FIRST IF THE PARTS ARE NOT PICKED UP BY CUSTOMER AT THAT TIME. BY INITIALING BELOW I AM WAIVING MY RIGHT TO RECEIVE THE REPLACED PARTS. INITIALS \_\_\_\_\_

NOTICE OF RIGHT TO INSPECT REPAIRS BEFORE MAKING PAYMENT : CUSTOMERS OF THIS SHOP OR HIS/HER INSURANCE COMPANY HAVE THE RIGHT TO INSPECT THE REPAIRED VEHICLE BEFORE PAYING FOR THE REPAIRS. WARRANTY TERMS & LIMIT: THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY. LABOR FOR A PERIOD OF LIFETIME OR AS LONG AS YOU OWN THE VEHICLE. PARTS AND MATERIALS SUBJECT TO THE TERMS AS EXTENDED BY EACH MANUFACTURER OR VENDER. WARRANTY REPAIRS TO BE PERFORMED AT SELLERS PLACE OF BUSINESS. SELLER HEREBY LIMITS IMPLIED WARRANTY TO THE TERMS AND PERIOD STATED.

STORAGE NOTICE : CUSTOMERS OF THIS FACILITY ARE HEREBY NOTIFIED THAT WE CHARGE STORAGE AT THE RATE OF \$45 PER DAY OUTSIDE AND \$55 PER DAY INSIDE ON VEHICLE LEFT AT OUR FACILITY THAT WE DO NOT REPAIR.

ESTIMATE DATE OF DELIVERY NOTICE: ESTIMATED DATE OF DELIVERY \_\_\_\_\_

ESTIMATE DATE OF DELIVERY MAY CHANGE DUE TO PARTS DELAY OR BACKORDERED PARTS, WEATHER CONDITIONS, INSURANCE RELATED DELAYS OR UNFORESEEN AND UNCONTROLLABLE FACTORS. WE APPRECIATE YOUR BUSINESS.

ANY PERSON WHO KNOWINGLY FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE OR MISLEADING INFORMATION IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

## Preliminary Supplement 1 with Summary

Customer: Asbury Park Police

Job Number: 7615

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

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D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

## OTHER SYMBOLS AND ABBREVIATIONS:

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CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



**RICH'S AUTO BODY**  
 1602 ASBURY AVE, ASBURY PARK, NJ 07712  
 Phone: (732) 775-1029  
 FAX: (732) 775-1025

Workfile ID: 9338610e  
 PartsShare: 8dLSpt  
 Federal ID: 222619944  
 License Number: 02359a

### Preliminary Estimate

**Customer: City of Asbury park**

**Job Number:**

Written By: Rich Crompton

Insured: City of Asbury park  
 Type of Loss:  
 Point of Impact:

Policy #:  
 Date of Loss:

Claim #:  
 Days to Repair: 0

**Owner:**  
 City of Asbury park  
 1 Municipiapl Plaza  
 Asbury Park, NJ 07712  
 (732) 774-1300 Day

**Inspection Location:**  
 RICH'S AUTO BODY  
 1602 ASBURY AVE  
 ASBURY PARK, NJ 07712  
 Repair Facility  
 (732) 775-1029 Day

**Insurance Company:**  
 Car 28

### VEHICLE

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

|                        |                  |              |              |
|------------------------|------------------|--------------|--------------|
| VIN: 1FM5K8AR0HGD07615 | Interior Color:  | Mileage In:  | Vehicle Out: |
| License:               | Exterior Color:  | Mileage Out: |              |
| State:                 | Production Date: | Condition:   | Job #:       |

#### TRANSMISSION

Automatic Transmission  
 4 Wheel Drive

#### POWER

Power Steering  
 Power Brakes  
 Power Windows  
 Power Locks  
 Power Mirrors  
 Power Driver Seat  
 Power Adjustable Pedals

#### DECOR

Dual Mirrors

Privacy Glass

Overhead Console

#### CONVENIENCE

Air Conditioning  
 Intermittent Wipers  
 Tilt Wheel  
 Cruise Control  
 Rear Defogger  
 Message Center  
 Steering Wheel Touch Controls  
 Rear Window Wiper  
 Backup Camera

#### RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

#### SAFETY

Drivers Side Air Bag  
 Passenger Air Bag  
 Anti-Lock Brakes (4)  
 4 Wheel Disc Brakes  
 Traction Control  
 Stability Control  
 Front Side Impact Air Bags

Head/Curtain Air Bags

Xenon or L.E.D. Headlamps

#### SEATS

Cloth Seats  
 Bucket Seats  
 Reclining/Lounge Seats

#### WHEELS

Styled Steel Wheels

#### PAINT

Clear Coat Paint

#### OTHER

Rear Spoiler  
 California Emissions

## Preliminary Estimate

Customer: City of Asbury park

Job Number:

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

| Line | Oper                  | Description                          | Part Number     | Qty | Extended Price \$ | Labor       | Paint |
|------|-----------------------|--------------------------------------|-----------------|-----|-------------------|-------------|-------|
| 1    | #                     | Remove Lettering/Adhesive Clean Up   |                 | 1   | 0.00              | 2.0         | 0.0   |
| 2    | <b>REAR BUMPER</b>    |                                      |                 |     |                   |             |       |
| 3    |                       | O/H rear bumper                      |                 | 0   | 0.00              | 2.1         | 0.0   |
| 4    | Repl                  | Bumper cover w/o park sensors        | FB5Z17K835ADPTM | 1   | 619.85            | Incl.       | 2.4   |
| 5    |                       | Add for Clear Coat                   |                 | 0   | 0.00              | 0.0         | 1.0   |
| 6    | Repl                  | Lower cover w/o auto park            | FB5Z17F828A     | 1   | 451.14            | Incl.       | 0.0   |
| 7    | Repl                  | RT Side support                      | FB5Z17D942A     | 1   | 32.97             | 0.1         | 0.0   |
| 8    | Repl                  | LT Side support                      | FB5Z17D943A     | 1   | 35.43             | 0.1         | 0.0   |
| 9    | <b>REAR LAMPS</b>     |                                      |                 |     |                   |             |       |
| 10   | Repl                  | LT Tail lamp assy level 1            | FB5Z13405A      | 1   | 743.75            | 0.3         | 0.0   |
| 11   | Repl                  | RT Tail lamp assy level 1            | FB5Z13404A      | 1   | 706.61            | 0.3         | 0.0   |
| 12   | <b>LIFT GATE</b>      |                                      |                 |     |                   |             |       |
| 13   | *                     | Rpr Lift gate                        |                 | 0   | 0.00              | <u>5.0</u>  | 2.3   |
| 14   |                       | Add for Clear Coat                   |                 | 0   | 0.00              | 0.0         | 0.9   |
| 15   | Repl                  | Nameplate "AWD"                      | 5F9Z7442528D    | 1   | 23.60             | 0.1         | 0.0   |
| 16   | R&I                   | Upper trim panel ebony               |                 | 0   | 0.00              | Incl.       | 0.0   |
| 17   | *                     | R&I <u>Lower trim panel</u>          |                 | 0   | 0.00              | 0.4         | 0.0   |
| 18   | <b>EXHAUST SYSTEM</b> |                                      |                 |     |                   |             |       |
| 19   | Repl                  | Muffler                              | JB5Z5230C       | 1   | 1,526.87 m        | 0.9         | 0.0   |
| 20   | Repl                  | Muffler gasket                       | DA5Z9450A       | 1   | 18.17             | 0.0         | 0.0   |
| 21   | Repl                  | RT Muffler bracket insulator         | 5F9Z5F262AA     | 1   | 13.32             | 0.0         | 0.0   |
| 22   | <b>QUARTER PANEL</b>  |                                      |                 |     |                   |             |       |
| 23   | *                     | Rpr LT Quarter panel                 |                 | 0   | 0.00              | <u>10.0</u> | 2.6   |
| 24   |                       | Overlap Major Adj. Panel             |                 | 0   | 0.00              | 0.0         | -0.4  |
| 25   |                       | Add for Clear Coat                   |                 | 0   | 0.00              | 0.0         | 0.4   |
| 26   | *                     | Rpr RT Quarter panel                 |                 | 0   | 0.00              | <u>10.0</u> | 2.6   |
| 27   |                       | Overlap Major Adj. Panel             |                 | 0   | 0.00              | 0.0         | -0.4  |
| 28   |                       | Add for Clear Coat                   |                 | 0   | 0.00              | 0.0         | 0.4   |
| 29   | #                     | Feather Edge Block and Reprime x 2   |                 | 1   | 0.00              | 0.0         | 2.0   |
| 30   | Repl                  | RT Wheel opng mldg                   | FB5Z7829164AA   | 1   | 55.05             | 0.4         | 0.0   |
| 31   | #                     | Mask Quarter glass x 2               |                 | 1   | 0.00              | 1.0         | 0.0   |
| 32   | Repl                  | LT Wheel opng mldg                   | FB5Z7829165AA   | 1   | 53.82             | 0.4         | 0.0   |
| 33   | #                     | Set Up                               |                 | 1   | 0.00              | 2.5 F       | 0.0   |
| 34   | #                     | Pull for alignment                   |                 | 1   | 0.00              | 4.0 F       | 0.0   |
| 35   | #                     | Denib/Wetsand & Buff (.5 Per Panel)  |                 | 1   | 0.00              | 0.0         | 1.0   |
| 36   | #                     | Flex                                 |                 | 1   | 12.00 T           | 0.0         | 0.0   |
| 37   | #                     | Cover Vehicle for Overspray (PRIMER) |                 | 1   | 10.00             | 0.3         | 0.0   |
| 38   | #                     | Backtape Mask Jambs                  |                 | 1   | 10.00             | 0.3         | 0.0   |
| 39   | #                     | Cover vehicle for overspray          |                 | 1   | 20.00 T           | 0.5         | 0.0   |

## Preliminary Estimate

Customer: City of Asbury park

Job Number:

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

|                  |   |                                       |   |                 |             |             |
|------------------|---|---------------------------------------|---|-----------------|-------------|-------------|
| 40               | # | (Refinish)<br>Hazardous Waste Removal | 1 | 5.00 T          | 0.0         | 0.0         |
| <b>SUBTOTALS</b> |   |                                       |   | <b>4,337.58</b> | <b>40.7</b> | <b>14.8</b> |

**ESTIMATE TOTALS**

| Category           | Basis    |   | Rate         | Cost \$         |
|--------------------|----------|---|--------------|-----------------|
| Parts              |          |   |              | 4,300.58        |
| Body Labor         | 34.2 hrs | @ | \$ 60.00 /hr | 2,052.00        |
| Paint Labor        | 14.8 hrs | @ | \$ 60.00 /hr | 888.00          |
| Frame Labor        | 6.5 hrs  | @ | \$ 60.00 /hr | 390.00          |
| Paint Supplies     | 14.8 hrs | @ | \$ 40.00 /hr | 592.00          |
| Body Supplies      | 27.6 hrs | @ | \$ 7.00 /hr  | 193.20          |
| Miscellaneous      |          |   |              | 37.00           |
| Subtotal           |          |   |              | 8,452.78        |
| <b>Grand Total</b> |          |   |              | <b>8,452.78</b> |

All work fully guaranteed...Parts prices subject to invoice.  
THIS IS AN ESTIMATE ONLY BASED ON OUR VISUAL INSPECTION.  
POSSIBLE FURTHER DAMAGE MAY BE EVIDENT AFTER DISMANTLING.

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Attachment: VEHICLE #28 QUOTES (2025-67 : Amending Resolution #2024-532 authorizing repairs to the 2017 Ford Police Interceptor #28)

## Preliminary Estimate

**Customer: City of Asbury park****Job Number:**

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

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Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

**Tracy Lizardi**

**From:** Nicholas Townsend  
**Sent:** Monday, December 30, 2024 4:52 AM  
**To:** firstreport@pmagroup.com  
**Cc:** JoAnn Boos; Tracy Lizardi; Joseph Swansinger; Daniel Kowsaluk; Guy Thompson; Michael Casey; Joseph Spallina  
**Subject:** Car #28 MVC Date of Loss 11-02-2024

Good morning, please see updated quote from Accurate Auto for additional damage discovered once taken apart at auto body. (See page 4 for added updated repairs). Appears both right and left quarter panels have to be removed and replaced among some items on page 4. The cost is going to have to be changed once approved for purchase order #24-03652 to make up the difference of \$8,939.56 for a total of \$17,109.03 or if the vehicle will be totaled out since there is approximately 130,000 miles on it. Updated quote was entered into Edmunds. Please advise. If you have any questions please feel free to contact me. Thank you.

Patrolman Nicholas Townsend  
 Evidence Unit/Fleet  
 Asbury Park Police Department  
 1 Municipal Plaza  
 Asbury Park, NJ 07712

Tel: (732) 502-5786

Fax: (732) 775-7845

mailto: [nicholas.townsend@cityofasburypark.com](mailto:nicholas.townsend@cityofasburypark.com)



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If you have received this communication in error, please notify me immediately by replying to this message and deleting it and all copies and backups thereof. Thank you.



Individual Resolutions  
Meeting of the Municipal Council  
Monday, December 23, 2024  
RESOLUTION SUMMARY

**2024-532**

Resolution authorizing repairs to the 2017 Ford Police Interceptor Vehicle #28 to Accurate Auto Body in the amount of \$8,169.47 utilizing Police O&E Funds. PD is looking to make a claim to repair this vehicle and attempt to cover the deductible.



**RESOLUTION NO. 2024-532**

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

**RESOLUTION AUTHORIZING THE REPAIRS TO THE 2017 FORD POLICE  
INTERCEPTOR VEHICLE #28**

**WHEREAS**, the 2017 Ford Police Interceptor Vehicle #28 was involved in a motor vehicle accident, which was at no fault of the Police Department; and

**WHEREAS**, the City has solicited and obtained quotes from Accurate Auto Body, Inc. and Rich's Auto Body.; and

**WHEREAS**, the City is looking to make a claim to repair this vehicle and attempt to cover the deductible to PMA Management Corp. for reimbursement; and

**WHEREAS**, the City of Asbury Park is desirous of awarding the repairs needed to vehicle #28 to Accurate Auto Body, Inc. in an amount \$8,169.47; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the following accounts 4-01-25-240-000-203. The maximum dollar value of the pending contract is as set forth in the resolution.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the repairs to the 2017 Ford Police Interceptor Vehicle #28 in the amount of \$8,169.47 and a copy of this Resolution shall be provided to the City Manager, CFO, Chief of Police, and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-532 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.



LISA ESPOSITO  
CITY CLERK

| ✓ Vote Record - Resolution 2024-532                    |                       |          |                                     |                          |                          |                          |
|--------------------------------------------------------|-----------------------|----------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> Adopted            |                       |          | Yes/Aye                             | No/Nay                   | Abstain                  | Absent                   |
| <input type="checkbox"/> Adopted as Amended            |                       |          |                                     |                          |                          |                          |
| <input type="checkbox"/> Defeated                      |                       |          |                                     |                          |                          |                          |
| <input type="checkbox"/> Tabled                        |                       |          |                                     |                          |                          |                          |
| <input type="checkbox"/> Withdrawn                     |                       |          |                                     |                          |                          |                          |
| <input type="checkbox"/> Second Reading                |                       |          |                                     |                          |                          |                          |
| <input type="checkbox"/> Resolution Failed for Lack of |                       |          |                                     |                          |                          |                          |
| <input type="checkbox"/> Second                        |                       |          |                                     |                          |                          |                          |
|                                                        | Angela Ahbez-Anderson | Voter    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                        | Eileen Chapman        | Voter    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                        | Yvonne Clayton        | Voter    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                        | Amy Quinn             | Seconder | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                        | John Moor             | Mover    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
RESOLUTION SUMMARY

**2025-68**

Resolution Authorizing The City Of Asbury Park To Enter Into A New Agreement For The Establishment Of A Joint Meeting (Also Referenced As A “Regional Service Agency”) Known And Designated As The “Deal Lake Commission,” Along With One Addendum Relating Thereto



## RESOLUTION NO. 2025-68

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

### **RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE REESTABLISHMENT OF A JOINT MEETING KNOWN AS THE DEAL LAKE COMMISSION, ALONG WITH ONE AMENDMENT TO SAID AGREEMENT**

**WHEREAS**, the City of Asbury Park (the “City”) is a member of the Deal Lake Commission, along with six other member municipalities that also border Deal Lake, with the purpose of managing the welfare of the lake; and

**WHEREAS**, the City of Asbury Park and the other member municipalities have discussed an Agreement that sets forth the terms and conditions of the municipalities’ agreement to provide the governing rules and financial responsibilities of the Deal Lake Commission; and

**WHEREAS**, the City now desires to authorize the agreement, known as the Agreement For the Reestablishment of a Joint Meeting Known as the Deal Lake Commission (the “DLC Agreement”), in the form attached hereto; and

**WHEREAS**, the DLC Agreement will be in effect for the period January 1, 2025 through December 31, 2034; and

**WHEREAS**, the City now also desires to approve two Amendments to the DLC Agreement that amend specific provisions of the DLC Agreement, in the form attached hereto.

**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:

- . The City is hereby authorized to enter into the attached Agreement For the Reestablishment of a Joint Meeting Known as the Deal Lake Commission in the form attached hereto, or in a form that is substantially similar thereto and in a form satisfactory to the City Attorney.
2. The City is hereby authorized to enter into the attached Amendment to the DLC Agreement in the form attached hereto, or in a form that is substantially similar thereto and in a form satisfactory to the City Attorney.
3. The Mayor is hereby authorized to execute, and the City Clerk attest, to each of such Agreements and Amendments.

4. A certified copy of this Resolution shall be provided to each of the following:
- a. City Manager
  - b. Chief Financial Officer
  - c. Deal Lake Commission

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2025-68 which was finally adopted by the City Council at a meeting held on the 15th day of January, 2025

CERTIFIED BY ME THIS 16th DAY OF January, 2025.

LISA ESPOSITO  
CITY CLERK

**AGREEMENT FOR THE ESTABLISHMENT OF A  
JOINT MEETING KNOWN AS  
THE DEAL LAKE COMMISSION**

**THIS AGREEMENT**, entered into between the **BOUROUGH OF ALLENHURST, CITY OF ASBURY PARK, BOROUGH OF DEAL, BOROUGH OF INTERLAKEN, VILLAGE OF LOCH ARBOUR, TOWNSHIP OF NEPTUNE, TOWNSHIP OF OCEAN**, municipal corporations of the State of New Jersey, in the County of Monmouth, for the purposes of creating a joint meeting to be known as the Deal Lake Commission, (hereafter the Commission) in accordance with the provisions of the Consolidated Municipal Services Act of 1952 (N.J.S.A. 40:48B et seq.) and for the purposes herein set forth:

**WHEREAS**, Deal Lake borders on each municipality named herein, and is the responsibility of each municipality to the extent each municipality borders on said Deal Lake, and the municipalities named herein have recognized that there must exist one cooperative body with a continuous existence, to manage the welfare of the lake,

**NOW, THEREFORE**, it is agreed as follows:

**ARTICLE I - REESTABLISHMENT**

This agreement is entered into for the purposes of reestablishing the joint meeting to be known as The Deal Lake Commission, and said Commission is hereby continued in accordance with the terms of this Agreement as hereinafter set forth.

**ARTICLE II- MEMBERSHIP**

1. THE DEAL LAKE COMMISSION shall be comprised of the Borough of Allenhurst, City of Asbury Park, Borough of Deal, Borough of Interlaken, Village of Loch Arbour, Township of Neptune, and Township of Ocean, in accordance with the terms herein set forth, and from such other political subdivisions which may become members of said joint

meeting.

2. New members may be admitted to the joint meeting upon adoption of a resolution by the majority of the members of The Deal Lake Commission, which resolution shall contain a modification of the formula of financial contribution contained in Article X of this Agreement, provided, however, that said new member shall not be admitted to membership in the joint meeting until such time as the resolution of the joint meeting shall be ratified by Resolution by each existing member municipality of The Deal Lake Commission.

### **ARTICLE III - NATURE AND EXTENT OF SERVICES**

1. The Commission shall have full authority over the maintenance, control and improvement of the lake to the extent said authority is not inconsistent with the State of New Jersey, County of Monmouth, or the authority of each bordering municipality of said lake.
2. The Commission shall have authority to:
  - a) regulate the flow of said lake, including the flow of said waters to the ocean;
  - b) provide electricity, flood gates, silt traps, chemical testing;
  - c) contract for any and all necessary services in order to carry out the purposes of this Charter;
  - d) provide chemical treatment to the said lake for the control of biological growth and the correction of any and all biologically harmful conditions;
  - e) when fiscally reasonable, provide for the dredging of said lake and to enter into any and all agreements to carry out the dredging of Deal Lake;
  - f) improve the lake to a state of balanced ecological stability to enhance recreational activities on the lake;
  - g) recommend to each member municipality the adoption of ordinances and rules for the improvement of said lake.

3. In addition to the provisions as set forth in this Article, the Commission shall have any and all powers as granted and conveyed by N.J.S.A. 40:48 B-2. 1.

#### **ARTICLE IV - JURISDICTION**

1. The COMMISSION shall have jurisdiction over Deal Lake which is hereby described by boundaries as follows:

The eastern boundary shall be Ocean Avenue in the City of Asbury Park and bounded on the North within the Village of Loch Arbour by Edgemont Avenue to a point west of the New Jersey Transit Railroad tracks immediately west of Euclid Avenue, and proceeding North along the edge of said lake within the boundary of the Borough of Allenhurst to a point formed North of Cedar Avenue in Allenhurst and west of the New Jersey Transit Railroad tracks; and running further North along the boundary line of the Borough of Deal and also Westerly North of North Edgemere Drive to a point at Monmouth Road, also known as County Highway No. 15;

Said Deal Lake shall also be comprised of the following described bodies of water: that body of water comprising Deal Lake running between South Edgemere Drive in Ocean Township bordering on the Borough of Interlaken up to a point slightly west of the intersection of said South Edgemere Drive and Laurel Avenue, Ocean Township, which point is also west of Buttermere Avenue, in the Borough of Interlaken;

Also that body of water comprising Deal Lake running along the boundary of the City of Asbury Park west of the New Jersey Transit Railroad tracks and comprising the boundary line of the Borough of Interlaken and the City of Asbury Park; and running to a point west along Wanamassa Drive in Ocean Township to Wickapecko Drive Northerly, encompassing the Borough of Interlaken, then Westerly encompassing the body of water between the North and South Dittmar Drives;

And also that body of water comprising Deal Lake bordering the City of Asbury Park and

the Township of Ocean extending along the borderline of the City of Asbury Park and Ocean Township westerly to a point on Asbury Avenue, which point also comprises the boundary line with the Township of Neptune, and including that portion of Deal Lake westerly of Asbury Avenue, in the Township of Neptune, and also that portion of Deal Lake within the Township of Ocean running from Wickapecko Drive westerly along the border of Lincoln Avenue to a westerly point near English Lane.

The above-described Deal Lake being in accordance with the survey dated December 16, 1958, revised December 1963, made by William D. Ayers, which survey comprises part of the Tax Map of the Township of Ocean.

2. Jurisdiction shall also extend to any portion or finger of said lake including those portions of any streams, fingers, etc., which are confined solely within the boundaries of any one municipality.

3. The jurisdiction of the Deal Lake Commission shall be designated on a survey attached to this Charter and made a part hereof, and to the extent any portion of this section is inconsistent with said survey, said survey delineation shall control.

4. Nothing herein shall be deemed to modify any rule of law governing municipal ownership except as expressly delegated herein over the control and/or rights of flowing waters, nor to modify the paramount rights of the State of New Jersey in navigable waters.

#### **ARTICLE V – EXISTENCE**

The Commission shall have existence for an additional term of TEN (10) years, said term to expire December 31, 2034.

#### **ARTICLE VI - MANAGEMENT**

1. The official representatives of the Commission shall be known as the Management Committee and shall be compromised of one representative from each member

municipality, which representative shall be a resident of the said municipality. Each member shall hold office for a term of one year commencing January 1st of each year, and until such time as a successor is appointed.

2. In addition to the regular members, each municipality may designate an alternate member who may attend the meetings of the Commission in place of the regular members.

3 Each municipality, which is a member of the Commission, shall be entitled to one vote. Said vote shall, in the first instance, be with the regular member, but in his/her absence, the alternate member may cast the vote of his municipality.

### **ARTICLE VII -OFFICERS AND EMPLOYEES**

1. The Commission shall have a Chairman, Vice-Chairman, Treasurer, Chief Financial Officer, and Secretary. Each officer shall serve for a term of one year commencing January 1st, or until his successor shall be installed into office.

2. The duties of each officer shall be as follows:

- a) CHAIRMAN: shall be responsible for the management and conduct of all meetings and shall call meetings to order and close all meetings. The chairman may exercise full voting power as the representative of his/her municipality;
- b) VICE-CHAIRMAN: shall act in the absence of the chairman and shall chair such committees to which he/she may be appointed by the chairman;
- c) CHIEF FINANCIAL OFFICER shall be responsible for the preparation of the annual budget, keeping of all accounts, payment of all bills, verification of debts and provide a depository for the safekeeping of all funds, and further be responsible for the signing of all checks;
- d) TREASURER: shall be responsible for the keeping of all accounts, payment of all bills, verification of debts, and provide a depository for the safe keeping of funds, and further be responsible for the signing of all checks;
- e) SECRETARY: shall be responsible for the keeping of all official records of the Commission;



- f) In addition, the chairman may appoint a Clerk who shall have the duties as prescribed by resolution;
- g) The officers shall have such other duties that may be designated by resolution.

3. All officers shall be entitled to full voting privileges as a member of the Commission.

4. The officers shall have such other duties as shall be designated by resolution and the Commission may establish other officers as may be deemed necessary by the Commission as prescribed by resolution.

5. At the first meeting of the Commission, in each calendar year, which meeting shall be in the month of January, an election shall be held for the offices provided for herein. Said election shall be presided over by the Clerk of the Commission. All voting shall be by ballot and all officers shall be elected by a simple majority of all the member of the Commission.

6. In the event of the vacancy of any office by death, resignation or other cause, said vacancy shall be filled by a majority vote at a special election, which election shall take place at the next regular meeting following the date of vacancy.

7. The Commission shall have the right to hire any supportive personnel, including but not limited to, accountants, attorneys, engineers, environmental consultants, a Qualified Purchasing Agent in conformance with N.J.A.C. 5:34-1.2, secretaries, etc., in accordance with the provisions of the Statutes of the State of New Jersey. All agreements for services shall be limited to a period, but not to exceed four (4) years, or in accordance with New Jersey Statutes, as amended.

### **ARTICLE VIII- QUORUM**

1. In order to constitute a quorum, at least four voting members must be present at any meeting. Any action taken by the Commission, however, must be approved by a majority of the entire Commission notwithstanding said quorum requirement.

### **ARTICLE IX - PUBLIC MEETING**

1. All regular meetings shall be open to the public, who shall have the right to address relevant remarks to the Commission. Said provision, however, must be approved by a majority of the entire Commission notwithstanding said quorum requirement.

2. The Commission shall have regular meetings as may be established by resolution of the Commission, provided however, that there shall be at least one meeting during each quarter of the calendar year. Special meetings may be convened by the Chairman, or upon request of two or more officers of the Commission, upon forty-eight (48) hours' notice by telephone or e-mail communication to all members of the Commission.

3. All official action of the Commission shall be by resolution of the Commission.

### **ARTICLE X - FINANCES AND BUDGET**

1. Not later than November 1st of each year, the Commission shall certify and present to each member municipality a budget that shall have first been adopted by a two-thirds majority vote of the members of the Commission. Said budget so adopted, shall then become the final budget for succeeding calendar year.

2. Each municipality shall provide sufficient funds in its annual budget to cover its apportioned share under the terms of this joint agreement, and to pay over to the management committee its apportioned share upon presentation of a voucher for same, from The Deal Lake Commission.

3. Each member municipality shall contribute to The Deal Lake Commission a proportionate share of the budget. The proportionate share of any member shall not exceed the following formula of apportionment without such member's approval:

|                        |                           |
|------------------------|---------------------------|
| BOROUGH OF ALLENHURST  | 5.5% of the total budget  |
| CITY OF ASBURY PARK    | 22.0% of the total budget |
| BOROUGH OF DEAL        | 3.5% of the total budget. |
| BOROUGH OF INTERLAKEN  | 20.0% of the total budget |
| VILLAGE OF LOCH ARBOUR | 7.5% of the total budget  |
| TOWNSHIP OF NEPTUNE    | 2.0% of the total budget  |
| TOWNSHIP OF OCEAN      | 39.5% of the total budget |

4. Said formula shall apply to all budget activities of the Commission. Major capital expenditures not included in budget activities must be approved by the two-thirds (2/3) majority consent of the members of the Commission. In the event any formula for sharing capital expenditures agreed upon by the members cannot be used, in order to secure Federal or State Grants, the proportioned share of each municipality may be determined by mutual agreement after joint negotiation of all member municipalities, the Commission, and other granting or participating governmental divisions or agencies.

5. All payments for services, labor, supplies and material shall be made only after presentation of a properly executed voucher, and approval of said payment by majority vote of the Commission.

### **ARTICLE XI - PUBLIC BIDDING**

1. All contracts, agreements, etc., shall be subject to the Local Public Contracts Law, N.J.S.A. 40A:11.1, et. seq., governing public bidding.

2. All contracts, agreements, documents, et cetera, shall be made in the name of the

Commission, and shall be executed by the Chairman and Clerk upon receiving authorization by resolution passed by a majority vote of the members of said Commission.

## **ARTICLE XII - AMENDMENT AND TERMINATION**

1. This agreement may be modified and amended in the same manner and with the same formality as the entering into of the original agreement including the passage of an enabling Resolution by the respective municipalities.

2. This agreement may be terminated upon the adoption of a resolution by two-thirds (2/3) of the governing bodies of the municipalities then participating in The Deal Lake Commission. Such termination shall not be made effective earlier than the end of the fiscal year next succeeding the fiscal year in which the last of the required number of municipalities adopts such resolution, provided, however, the resolutions of the two-thirds (2/3) of the municipalities necessary to terminate this agreement shall be adopted within a period of six (6) months of each other.

## **ARTICLE XIII - NONLIMITATION**

1. Nothing contained herein shall be construed to limit the rights, obligations and duties of the respective municipalities or the rights available to the several municipalities jointly as the Commission under authority of any Statutes of the United States of America or the State of New Jersey, except to the extent as expressly delegated herein.

## **ARTICLE XIV - EFFECTIVE**

1. This agreement shall become effective upon its formal adoption by properly adopted ordinances of the municipalities whose names appear as members herein, and upon signature of the officially designated representative of said municipalities, to this agreement.





**ADDENDUM TO AGREEMENT FOR THE  
ESTABLISHMENT OF A JOINT MEETING  
KNOWN AS THE DEAL LAKE COMMISSION**

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- 1. In the event there are any discrepancies between the terms of this Addendum and the printed form of the Agreement for the Establishment of a Joint Meeting Known as the Deal Lake Commission (collectively, the “Agreement”), this Addendum shall take precedence.
- 2. ARTICLE VII-OFFICERS AND EMPLOYEES,
- 3. ~~All officers shall be entitled to full voting privileges as a member of the Commission~~ - Is deleted in its entirety.
- 3. All other terms and conditions of the Agreement shall remain in full force and effect.
- 4. This Addendum may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

**ACKNOWLEDGED, ACCEPTED AND AGREED TO:**

BOROUGH OF ALLENHURST, a  
Municipal Corporation

By: \_\_\_\_\_  
Frieda O. Adjmi, Mayor

\_\_\_\_\_  
Donna M. Campagna, Clerk/Administrator

Date: \_\_\_\_\_

CITY OF ASBURY PARK, a  
Municipal Corporation

By: \_\_\_\_\_  
John Moor, Mayor

\_\_\_\_\_  
Lisa Esposito, Clerk

Date: \_\_\_\_\_

BOROUGH OF DEAL, a  
Municipal Corporation

By: \_\_\_\_\_  
Samuel Cohen, Mayor

\_\_\_\_\_  
,Ronen Neuman, Acting Clerk

Date: \_\_\_\_\_

BOROUGH OF INTERLAKEN, a  
Municipal Corporation

By: \_\_\_\_\_  
Michael J. Nohilly, Mayor

\_\_\_\_\_  
Lori Reibrich, Clerk/Administrator

Date: \_\_\_\_\_

Attachment: Addendum JJ (1) (2025-68 : Resolution Authorizing The Execution Of An Agreement For The Reestablishment Of A Joint Meeting Know)

VILLAGE OF LOCH ARBOUR, a  
Municipal Corporation

By: \_\_\_\_\_  
Saul M. Tawil , Mayor

\_\_\_\_\_  
Marilyn Simons, Clerk

Date:

TOWNSHIP OF NEPTUNE, a  
Municipal Corporation

By: \_\_\_\_\_  
Tassie York, Mayor

\_\_\_\_\_  
Gabriella Siboni, Clerk

Date:

TOWNSHIP OF OCEAN, a  
Municipal Corporation

By: \_\_\_\_\_  
John P. Napolitani, Sr., Mayor

\_\_\_\_\_  
Jessie M. Joseph, Clerk

Date:





Minutes  
Meeting of the Municipal Council  
Wednesday, January 15, 2025  
ORGANIZATIONAL MEETING

---

**Executive Session - 12:00 p.m.**

1. 2025-1 Executive Session 1.15.2025

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

**Organizational Meeting - 2:00 p.m.**

**Call to Order**

| Attendee Name         | Title               | Status  | Arrived |
|-----------------------|---------------------|---------|---------|
| Angela Ahbez-Anderson | Councilmember       | Present |         |
| Eileen Chapman        | Councilmember       | Present |         |
| Yvonne Clayton        | Councilmember       | Present |         |
| Amy Quinn             | Deputy Mayor        | Present |         |
| John Moor             | Mayor               | Present |         |
| Lillian Nazzaro       | City Manager        | Absent  |         |
| Kevin Starkey         | City Attorney       | Present |         |
| Lisa Esposito         | City Clerk          | Absent  |         |
| Anthony Cucci         | Deputy City Clerk   | Present |         |
| John Hayes            | Deputy City Manager | Present |         |

Deputy City Clerk Anthony Cucci called the meeting to order at 2:05 PM.

**Invocation by Reverend David J. Parreott, Jr.**

**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 5, 2024, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

## Swearing in of Newly Elected Officials

### SWEARING IN OF COUNCIL MEMBER AMY QUINN

### SWEARING IN OF COUNCIL MEMBER YVONNE CLAYTON

### SWEARING IN OF COUNCIL MEMBER EILEEN CHAPMAN

## Nomination of Deputy Mayor

### SWEARING IN OF DEPUTY MAYOR

#### 2025-2 Appointment of Deputy Mayor

A motion to nominate Amy Quinn as Deputy Mayor was made by Mayor Moor and seconded by Council member Clayton.

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | John Moor, Mayor                              |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                 |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

## Minutes

1. Municipal Council - Executive Meeting December 23, 2024 4:00 PM

2. Municipal Council - Regular Meeting - Dec 23, 2024 6:00 PM

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>                   |
| <b>MOVER:</b>    | Angela Ahbez-Anderson, Councilmember          |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                 |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

## Resolutions

### CONSENT AGENDA

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

2025-3 Resolution Establishing Council Meeting Dates for 2025

2025-4 Resolution Designating the Official Newspapers for the City of Asbury Park for the Year 2025

2025-5 Resolution Establishing 2025 Schedule of Holidays

- 2025-6 Resolution Authorizing the City Clerk to Execute all Bingo and Raffle Games of Chance Applications that Meet all Provisions Pursuant to Statute for the 2025 Calendar Year
- 2025-7 Resolution Establishing Rules of Order for Public Comments
- 2025-8 Resolution 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 2025 Calendar Year
- 2025-9 Resolution Appointing a Fund Commissioner and Alternate to the New Jersey Intergovernmental Insurance Fund
- 2025-10 Resolution Appointing an ADA Compliance Officer and Coordinator
- 2025-11 Resolution Designating a Public Agency Compliance Officer
- 2025-12 Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications
- 2025-13 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 2025
- 2025-14 Resolution Adopting a Cash Management Plan for the City of Asbury Park
- 2025-15 Resolution Adopting a Debt Management and Capital Policy
- 2025-16 Resolution To Credit Sewer Account For Deduct Meter
- 2025-17 Resolution Fixing The Rate Of Interest To Be Charged On Delinquent Taxes, Assessments And Sewer Accounts
- 2025-18 Resolution Setting Fees for Tax Collection Department for 2025
- 2025-19 Resolution Approving and Adopting A Form Required to Be Utilized for The Filing of Tort Claims Against the City Of Asbury Park in Accordance with The Provisions of The New Jersey Tort Claims Act
- 2025-20 Resolution Appointing a Recycling Coordinator for the Year 2025

### **INDIVIDUAL RESOLUTIONS**

- 2025-21 Resolution Appointing City Prosecutor

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

2025-22 Resolution Appointing Alternate City Prosecutor

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

2025-23 Resolution Appointing City Public Defender

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Angela Ahbez-Anderson, Councilmember          |
| <b>SECONDER:</b> | John Moor, Mayor                              |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

2025-24 Resolution Appointing Alternate Public Defender

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

2025-25 Resolution Appointing the firm of Gene J Anthony, Esquire to Serve as Rent Leveling Board Attorney for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith.

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

2025-26 Resolution Appointing Community, Grants, Planning & Housing LLC To Serve as Affordable Housing Administrative Agent For the City of Asbury Park

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

2025-27 Resolution Appointing the Firm of Community Grants, Planning & Housing to Serve as Housing Rehabilitation Program Administrator and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2025-28 Resolution Awarding a Contract for U.S. Environmental Protection Agency Brownfield Community-Wide Hazardous Substances Assessment Grant and Petroleum Community-

Wide Assessment Grant Service To Brownfield Redevelopment Solutions, Incorporated (BRS)

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

2025-29 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

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember                 |
| <b>SECONDER:</b> | Amy Quinn, Deputy Mayor                       |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

2025-30 Resolution Appointing PFK O'Connor Davies LLP to Serve as Auditor for the City and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2025-31 Resolution 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

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

2025-32 Resolution Appointing Dilworth Paxson, LLP to Serve as Bond Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Yvonne Clayton, Councilmember                 |
| <b>SECONDER:</b> | John Moor, Mayor                              |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

2025-33 Resolution Appointing Dilworth Paxson, LLP to Serve as Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2025-34 Resolution Appointing Maraziti Falcon LLP to Serve as Waterfront Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2025-35 Resolution 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

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | John Moor, Mayor                              |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                 |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

2025-36 Resolution Appointing Plosia Cohen to Serve as OPRA Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2025-37 Resolution Appointing Rainone Coughlin Minchello, LLC to Serve as Labor Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2025-38 Resolution 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

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

2025-39 Resolution Authorizing the Execution of an Agreement for Professional Real Estate Appraisal Services to Pamela J. Brodowski, MAI, ASA, CTA of the Firm BRB Valuations & Consulting Services, LLC

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

2025-40 Resolution Appointing Gregory B. Pasquale, Esquire, to Serve as Special Tax Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2025-41 Resolution Authorizing the Award of a Contract to the Firm of Kyle + McManus Associates, LLC to Serve as the City's Consulting Planner for 2025

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

2025-42 Resolution Appointing the Firm of Surenian, Edwards, Buzak & Nolan, LLC To Serve as Affordable Housing Counsel For the City of Asbury Park

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

2025-43 Resolution Appointing Arcari + Iovino to Provide Architectural Services for the City, and Authorizing the Execution of an Agreement for Professional Architectural Services Associated Therewith

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

2025-44 Resolution Authorizing the Award of a Contract to The Firm of ENGenuity Infrastructure to Perform Special Project Engineering Services

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

2025-45 Resolution Authorizing the Award of a Contract to The Firm of NV5 to Perform Special Project Engineering Services

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

2025-46 Resolution Authorizing the Award of a Contract to The Firm of Leon S. Avakian, Inc. to Perform Special Project Engineering Services

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

2025-47 Resolution Appointing the Firm of CDM Smith, Inc. to Perform Special Project Engineering Services

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

2025-48 Resolution Authorizing the Award of a Contract to The Firm of Dynamic Traffic, LLC to Perform Special Project Engineering Services

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

2025-49 Resolution Authorizing Appointments to the Asbury Park TV Committee

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

2025-50 Resolution Authorizing Appointments to the Business Advisory Committee

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

2025-51 Resolution Authorizing Appointments to Community Development Block Committee

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

2025-52 Resolution Extending The Duration Of The “CCRB Exploratory Committee”

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

2025-53 Resolution Authorizing Appointments to the Deal Lake Commission

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



2025-54 Resolution Authorizing Appointments to the Environmental Shade Tree Commission

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor                       |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                 |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

2025-55 Resolution Authorizing Appointments to the Green Team

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

2025-56 Resolution Authorizing Appointments to the Parking Committee

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | John Moor, Mayor                              |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                 |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

2025-57 Resolution Authorizing Appointments to the Participatory Budget Committee

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

2025-58 Resolution Authorizing Appointments to the Planning Board

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor                       |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                 |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

2025-59 Resolution Authorizing Appointments to the Public Arts Commission

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

2025-60 Resolution Authorizing Appointments to Code Enforcement/Quality of Life Committee

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

2025-61 Resolution Authorizing Appointments to the Recreation Committee

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

2025-62 Resolution Authorizing Appointments to the Rent Leveling Board

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

2025-63 Resolution Authorizing Appointments to the Sunset Lake Commission

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

2025-64 Resolution Authorizing Appointments to the Mayor's Wellness Committee

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

2025-65 Resolution Authorizing Appointments to the Zoning Board of Adjustment

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

2025-66 Resolution Authorizing the Renewal of Office 365 Software

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | John Moor, Mayor                              |
| <b>SECONDER:</b> | Amy Quinn, Deputy Mayor                       |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

2025-67 Resolution Amending Resolution #2024-532 Authorizing Repairs to the 2017 Ford Police Interceptor Vehicle #28

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

2025-68 Resolution Authorizing The Execution Of An Agreement For The Reestablishment Of A Joint Meeting Known As The Deal Lake Commission, Along With One Amendment To Said Agreement

|                  |                                               |
|------------------|-----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | John Moor, Mayor                              |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                 |
| <b>AYES:</b>     | Ahbez-Anderson, Chapman, Clayton, Quinn, Moor |

## **Announcement of Mayor's Appointment to the Library Board of Trustees**

Jennifer Souder, Robert Mikos - Term to Expire: 1/15/2030

## **Announcement of Mayor's Appointment to the Planning Board**

1. Class I Member (Mayor or Mayor's Designee - 1 Year Term)

Mayor John Moor - Term to Expire: 1/15/2026

2. Class II Member (Non-Government Body Municipal Official - 1 Year Term)

James Bonanno - Term to Expire 1/15/2026

## **Comments from Council Members**

Council member Ahbez-Anderson stated, First of all I want to congratulate Council member Eileen Chapman, Council member Yvonne Clayton, and Deputy Mayor Amy Quinn. All of us up here, and all of you, we all love Asbury Park. And when we love Asbury Park that means that we have to stand together, sometimes we are going to have differences. But, if we are in unity then we succeed. When we are divided, we fall, so I stand with all of you as you stand with us and congratulate the three as we work to do what is in the best interest of the city.

Council member Chapman stated, I just want to thank all of the people of Asbury Park who came out and supported Amy and Yvonne and I in our election. I ran for the first time in 2016 with Amy, Yvonne, and John Moor Mayor at the time, it was an exciting time to be here in Asbury Park and be on the council. They had already done so much work and made so much progress in this city that I was grateful to be part of that journey, and then fast forward to now- well it wasn't that fast actually, we had a lot to be done in the meantime. But here we are, we are the same team and when you are the same team, we don't always agree on everything, we all have our own opinions. We come together and talk them through and do what is best for the city and I'm grateful and honored to be serving the residents of Asbury Park with this team. I just want to acknowledge my family that is here tonight, my husband who gives a lot of his own time to the projects that I'm doing. My sister Joan, and her husband Arty who are here, and my daughter Melanie and grandson Jack, they are all very encouraging and very excited about my place here and also very forgiving about the time it takes. Thanks to all of you, and we look forward to continuing this progress.

Council member Clayton stated, I have remarks, but first I want to make an announcement, this Saturday is the MLK day of service and the Asbury Park Fire Prevention and the Red Cross have a day of service where they're going to be distributing smoke detectors and going into homes and knocking on doors, and giving out information. They need volunteers, if you're available please volunteer, the staging area is the Mt. Carmel Parish House on Asbury Avenue and training is at 8:00 AM and the process starts at 9:00 AM. If you have any time this is a very worthy venture. Thank you, Asbury Park, I can't tell you how much I appreciate you, you know I grew up here, I never imagined that I would be sitting here, so to be able to sit here and payback, and to give back to a community that has given me so much gives me so much pleasure. I can't thank you enough for your support, your confidence, and your encouragement, in me. And I promise, my

promise, and my commitment to you is that I will fulfill my duties, and I will do them with honesty, integrity, and with respect for the people I serve. Thank you so much.

Deputy Mayor Quinn stated, I'm going to mimic everybody's thank you as well. You know we could not do this without all of you, and we do this because of you and it means a tremendous amount to us to be able to govern this town of misfit toys that is always our saying on the campaign trail, and in real life. I have to just call out a couple people. Particularly my wife who manages these campaigns that are a ball of chaos, and my son, and my mother, and Jeffrey, and family, Jan Moore for always supporting us, Jackie Sharpe. I want to thank Vin Gopal who took my calls all the time when I was panicked and continued to help in every way that he could help with the campaign. Everybody in this room, anyone watching this on APTV, everybody up here on this council, and as a thank you to all of you, we will buy you all one drink from Taka for putting up with us for six months, knocking on your doors, sending you text messages and mailers. So, a drink on us at Taka after this event. And again, thank you so much, I am extremely lucky to be able to govern with a really amazing team. I'm so lucky to campaign with two inspiring women- just really grateful that I've had that opportunity in life. So, thank you so much. I would be remiss if I did not bring up how supportive and grateful, I am for the mayor of Asbury Park, who continues to be supportive and a character and always keeps us on our toes, and none of this would exist without Mayor John Moor.

### **Comments from Mayor**

Mayor Moor stated, number one, everyone says it is too late to say Happy New Year, it's never too late to me especially with people I haven't seen so, again Happy New Year to all of you, thank you for coming out today. Eileen, Yvonne, Amy, congratulations on your victory. The town made the right decision, looking forward to this year, and hoping it's a great year like past years have been. When Yvonne started her statement about the fire thing, I laughed. I was not laughing about the event, it's a great event, it's just the eighth time I've heard it. And you left out the part where you do not have to bring a screwdriver, you do not have to bring a ladder, the fire department will do all the work. At least it was the short version today, but know it is a great event. Again, thank you all for coming today it's deeply appreciated, and again, people have said it and it's the truth. We're not perfect, we're going to make mistakes here and there. If you don't call us out on them, shame on you. If you see something wrong and you let it sit for two weeks and wait till the council meeting, totally wrong. Bring it to our attention as soon as possible, either through the portal, we all have phone numbers you can call us about it. If we all work together, we can continue to make this town the greatest town in the state of New Jersey. Again, congratulations to all, best of luck to everybody, and again Happy New Year.

### **Public Participation**

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor.

The following members of the public spoke: Jacob Cohen made a comment about the Holy Spirit Church. Thomas Yaklo made a comment about Brookdale Community College upcoming events. Felicia Simmons made a comment about the West Side Community Center. Jesse Ricks, Sylvia Sylvia Cioffi; congratulated Council members Eileen Chapman, Yvonne Clayton, and

Deputy Mayor Amy Quinn. Tom Pavinski made a comment about the Shade Tree Commission. Jan Moore made a comment about her recent move to Asbury Park.

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

### **Adjournment**

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 3:02 PM.

Respectfully submitted by:

Anthony Cucci, Deputy City Clerk

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Anthony Cucci, Deputy City Clerk