



Agenda
Meeting of the Municipal Council
Wednesday, January 25, 2023
REGULAR MEETING 6:00 PM

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

2023-92 Resolution Authorizing a meeting which excludes the public

A. Public Safety

1. Police Monthly Report December 2022

B. Attorney-Client Privilege

C. Contract Negotiations

1. License Agreement 545 Lake Avenue
2. International Federation of Professional and Technical Engineers AFL-CIO (I.F.P.T.E.)
3. License Agreement for 550 Cookman Avenue, Unit 108
4. Potential Sale of Certain Real Property located at 1219 Springwood Avenue

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

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

Items to be Presented:

1. Presentation by Matt Doherty of TAPinto
2. Presentation by Diane Shelton of Interfaith Neighbors - Springwood Avenue Plaque Project

3. Presentation by Monmouth County Prosecutor's Office for Recovery Diversion Program Expansion Asbury Park
4. Presentation by PHM Sunset Square LLC for townhouse development at 205 Sunset Avenue and 1401 Kingsley Street, Block 4205, Lots 2 and 3.

Matters from City Council

Matters from City Manager

Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting January 11, 2023 4:00 PM
- Municipal Council - Regular Meeting - Jan 11, 2023 6:00 PM

C. Consent Agenda Resolutions

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

2023-93 Resolution to Adjust Sewer Charges on Various Accounts

2023-94 Resolution to Appoint a Fund Commissioner

2023-95 Resolution Authorizing Appointments to Code Enforcement/Quality of Life Committee

D. Individual Resolutions

2023-96 Resolution Approving Payment of Bills

2023-97 Resolution Amending Temporary Budget Appropriations for 2023 Budget

2023-98 Resolution Authorizing the Purchase of Lighting Equipment and Supplies for Various Locations

2023-99 Resolution Authorizing the Renewal of Office 365 Software

2023-100 Resolution Authorizing an Annual Service Agreement for Mobile Data Service Coverage

2023-101 Resolution Authorizing Payment to the Mercy Center for Public Facility Upgrades through Community Block Grant (CDBG) Funding

- 2023-102 Resolution Authorizing Funding to Coastal Habitat for Humanity for the Administering of Home Repair and Renovation Program with Community Development Block Grant (CDBG) Funding
- 2023-103 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 RAB Administration
- 2023-104 Resolution Authorizing a Professional Services Contract to The Rodger's Group for Police Accreditation
- 2023-105 Resolution Authorizing Execution Of A Shared Services Agreement With TOSA to Provide Technical Rescue Services
- 2023-106 Resolution Authorizing Execution Of A Shared Services Agreement With Two Rivers Water Reclamation Authority for Technical Rescue Services
- 2023-107 Resolution Amending a Contract with Warshauer Generator for the Installation of a Generator at the WWTP
- 2023-108 Resolution Amending Resolution 2022-425 Authorizing a Contract for the Removal and Replacement of Sanitary Sewer Manholes with Community Development Block Grant (CDBG) Funding
- 2023-109 Resolution Accepting An Agreement Modification Of A Safe Routes to School Grant And Associated Design Assistance From NJDOT And Authorizing Signatories
- 2023-110 Resolution Rescinding Resolution No. 2022-193, And Authorizing The City Of Asbury Park To Enter Into An Updated “Third Memorandum Of Understanding” With SQF, LLC Relating To The Removal And Replacement Of Certain City-Owned Utility Poles
- 2023-111 Resolution Appointing Members To The “CCRB Exploratory Committee”

E. Ordinances

1. Introduction

- 2023-6 Ordinance To Extinguish The Reverter In The Deed For The Property Commonly Known As 900-901 Mattison Avenue, Asbury Park, New Jersey Block 603, Lot 3, aka Block 66, Lot 13

2. Second Reading/Public Hearing

- 2023-1 Ordinance Of The City Of Asbury Park Authorizing The Execution Of A Financial Agreement With K. Hovnanian’s Baltic At Asbury Park Urban Renewal, LLC Concerning Property Located At Block 4003 Lots 1, 2 And 16 On The Tax Map Of The City Of Asbury Park And Granting A Tax Exemption
- 2023-2 Ordinance Of The City Of Asbury Park Authorizing The Execution Of A Financial Agreement With K Hovnanian’s Cove At Asbury Park Urban Renewal, LLC K. Hovnanian’s Aegean At Asbury Park Urban Renewal,

LLC Concerning Property Located At Block 4003 Lots 12, 13 And 14 On The Tax Map Of The City Of Asbury Park And Granting A Tax Exemption

- 2023-3 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Providing For The Special Assessment Of Certain Wastewater, Stormwater, Streetscape, Utility And Other Infrastructure Improvements On Block 4003, Lots 1, 2 And 16 (Baltic) Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof
- 2023-4 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Providing For The Special Assessment Of Certain Wastewater, Stormwater, Streetscape, Utility And Other Infrastructure Improvements On Block 4003, Lots 12, 13 And 14 (Aegean) Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof
- 2023-5 BOND ORDINANCE AMENDING AND SUPPLEMENTING BOND ORDINANCE NUMBER 2018-57 (WHICH PROVIDES FOR ACQUISITION OF AND THE PAYMENT OF THE PURCHASE PRICE OF REAL PROPERTY AND CONSTRUCTION OF A FIRE HOUSE) HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON DECEMBER 27, 2018, TO AMEND THE DESCRIPTION, INCREASE THE APPROPRIATION BY \$18,500,000 AND TO INCREASE THE AUTHORIZATION OF BONDS OR NOTES BY \$17,619,047

F. Adjournment

**RESOLUTION NO. 2023-92****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 25, 2023 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Public Safety

1. Police Monthly Report December 2022

B. Attorney-Client Privilege:**C. Contract Negotiations:**

1. License Agreement 545 Lake Avenue
2. International Federation of Professional and Technical Engineers AFL-CIO (I.F.P.T.E.)
3. License Agreement for 550 Cookman Avenue, Unit 108
4. Potential Sale of Certain Real Property located at 1219 Springwood Avenue

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

GIORDANO, HALLERAN & CIESLA, P.C.

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
WWW.GHCLAW.COM

MICHAEL J. VITIELLO, ESQ.
SHAREHOLDER
MVITIELLO@GHCLAW.COM
DIRECT DIAL: (732) 224-6526

Please Reply To:
125 HALF MILE ROAD
SUITE 300
RED BANK, NJ 07701
(732) 741-3900
FAX: (732) 224-6599

January 17, 2023

Client/Matter No. 16968-0169

VIA OVERNIGHT DELIVERY AND EMAIL

Asbury Park City Council
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712
Attn: Michele Alonso, AICP, PP
Director of Planning and Redevelopment

**Re: Application To Asbury Park City Council
PHM Sunset Square, LLC
1401 Kingsley Street, Asbury Park, NJ
Block 4205, Lots 2 & 3**

Dear Ms. Alonso:

As you are aware, this firm represents PHM Sunset Square, LLC (the “Applicant”), as contract-purchaser of the above-referenced property (the “Property”). The Applicant hereby seeks the Asbury Park City Council’s designation as a subsequent redeveloper of the Property and that the Applicant be authorized to proceed to the Asbury Park Planning Board with a request for site plan approval. In support of the Applicant’s request, enclosed please find the following:

1. Ten (10) copies of the Application for Review by the Redevelopment Agency (the City Council);
2. Ten (10) 11x17 copies of the Site and Layout Plan for the Preliminary and Final Major Site Plan for Sunset Square, prepared by French & Parrello Associates dated August 30, 2022, last revised December 9, 2022, being Sheet 3 of 13;
3. Ten (10) 11x17 copies of the revised architectural plans entitled “Asbury Park, December 7, 2022, Concept Architectural,” prepared by Minno & Wasko, dated December 7, 2022, consisting of 10 sheets;

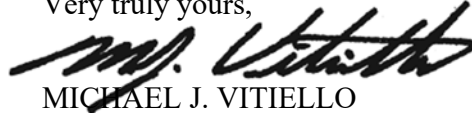
GIORDANO, HALLERAN & CIESLA
A Professional Corporation
ATTORNEYS-AT-LAW

Michele Alonso, AICP, PP
January 17, 2023
Page 2

4. Ten (10) copies of the Narrative Description of Project; and
5. One (1) copy of the Contribution Disclosure of Political Contribution Certifications for the applicable parties.

We understand that this matter has been scheduled on the agenda for the City Council's January 25, 2023 meeting and look forward to presenting this project to the Council at that time. Please do not hesitate to contact me if you require any additional material for this submission. Thank you for your time and consideration.

Very truly yours,



MICHAEL J. VITIELLO

MJV/ac
Enclosures

cc: PHM Sunset Square, LLC (via email w/enc.)
Brian A. Cheripka (via email w/enc.)
Lena Barone, P.E. (via email w/enc.)
Jennifer Phillips Smith, Esq. (via email w/enc.)
Minno Wasko (via email w/enc.)

Docs #6104795-v1



CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712
(732) 775-2100

Application # _____
Date Filed _____/_____/_____
Hearing Date _____/_____/_____

APPLICATION FOR REVIEW BY THE REDEVELOPMENT AGENCY

FILL IN ALL BLANKS

Property Location: 205 Sunset Avenue & 1401 Kingsley Street Block: 4205 Lot(s): 2 & 3

APPLICANT INFORMATION:

1. Name: PHM Sunset Square LLC, Attn: James P. Mullen
Address: 750 U.S. Highway 202, Suite 500, Bridgewater, NJ 08807
Phone # 908-848-2032 Fax: 908-647-3167
Email: jim.mullen@pultegroup.com

2. ATTORNEY INFORMATION:

Name: Michael Vitiello, Esq., Giordano, Halleran & Ciesla, P.C.
Address: 125 Half Mile Road, Suite 300, Red Bank, NJ 07701
Phone #: 732-741-3900 Fax: 732-224-6599
Email: mvitiello@ghclaw.com

3. ARCHITECT INFORMATION:

Name: Pulte Group, Inc. Northeast, Attn: Alexander Ovejas, AIA
Address: 750 U.S. Highway 202, Suite 500, Bridgewater, NJ 08807
Phone #: 908-204-4645 Fax: 908-647-3167
Email: alexander.ovejas@pultegroup.com

4. ENGINEER INFORMATION:Name: **French & Parello Associates, Attn: Lena Balorda-Barone**Address: **1800 Route 34, Suite 101, Wall, NJ 07719**Phone #: **732-312-9800** Fax: **732-312-9801**Email: **lena.barone@pfengineers.com**TRAFFIC ENGINEER INFORMATION:Name: **French & Parello Associates, Attn: Lena Balorda-Barone**Address: **1800 Route 34, Suite 101, Wall, NJ 07719**Phone #: **732-312-9800** Fax: **732-312-9801**

Email: _____

5. PRESENT OWNER (If not applicant)Name: AP Ten Property Holdings, LLC and Asbury Partners, LLC, Attn: Brian Cheripka, Senior V.P.Address: c/o iStar, 1114 6th Avenue, New York, NY 10036Phone #: 212-930-9400 Fax: 212-930-9494Email: bcheripka@istar.com6. Interest of applicant, if other than owner: Contract Purchaser7. Existing Use: Vacant LandBlock 4205 Lots 2 & 38. Primary Zone WPRA Infill Zone _____ Other _____9. Property is located in zone WPRA as per Asbury Park Land Development Ordinance.10. Property ___ is X is not located in a Historical District.

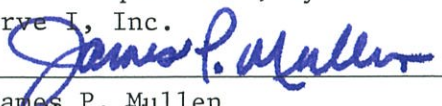
Historic District _____.

11. Lot Size 33,600 Sq. ft. Size of Structure(s) see plans total sq. ft.12. Percentage of Impervious area see plans % Total # of Units 28Building Height 44' +/- Stories 3

13. Proposed Amendment(s) to plan:

NONE

PHM Sunset Square LLC, by its sole member
Preserve I, Inc.

By: 

James P. Mullen
Applicant Signature

Division Director of Land Planning &
Development

CHECKLIST FOR APPLICATION¹ TO REDEVELOPMENT AGENCY

C	N	N/A	ALL PLANS MUST BE FOLDED AND COLLATED
<u>X</u>	___	___	1. Twenty (20) copies of the application form.
<u>X</u>	___	___	2. Twenty (20) copies of Concept Site Plan.
<u>X</u>	___	___	3. Twenty (20) copies of Elevations of Building (4 sides).
<u>X</u>	___	___	4. Twenty (20) copies of Proposed Floor Plans (not construction plans).
<u>X</u>	___	___	5. Twenty (20) copies of Detail information sufficient to describe architectural character, material and colors.
<u>X</u>	___	___	6. Twenty (20) copies of Roof Top Detail (Vertical Detail & Surface Layout).
<u>X</u>	___	___	7. Contribution Disclosure Statement.

C=Complete N=Incomplete N/A=Not Applicable

***Per discussion with Michele Alonso, this application is accompanied by the following materials (10 reduced size copies, unless otherwise noted): Narrative Project Description, Site Plan, Elevations, Renderings showing Architectural Design, Floor Plans, and (1) Political Disclosure Statements.*

All architectural engineering prints must be folded and collated.

Please note, further submission to the Planning Board and/or the Redevelopment Agency will require additional submissions and more detailed application forms.

Requirements of the Waterfront Redevelopment Plan of the City of Asbury Park and any applicable sections of the Revised General Ordinances of the City of Asbury Park Volume II, Chapter 30 Land Development Regulations.

¹Adopted by Ordinance #2684 by the City of Asbury Park May 19, 2004

²Adopted by Ordinance #2680 by the City of Asbury Park April 7 2004

Disclosure of Political Contributions Certification

I, James P. Mullen, of full age does hereby certify

(Name)

1. I am the Division Director of Land Planning & Entitlements for Preserve I, Inc., the Sole Member of PHM Sunset Square LLC, the applicant, which entity has made an application

(applicant's name)

to the Asbury Park (Planning Board) for

site plan and variances associated with the construction of 28 stacked townhouses

(site plan, variance, subdivision)

(proposed use(s))

located at 205 Sunset Ave & 1401 Kingsley St Block 4205, Lots 2 & 3, Asbury Park, New Jersey,

(address)

owned by iStar to represent said Applicant in this matter.

(owner)

2. Neither I nor the Applicant have ever made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application.

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by me is willfully false I am subject to punishment.


 For the Applicant PHM Sunset Square LLC
 By: Preserve I, Inc., its Sole Member

James P. Mullen, Division Director of Land Planning and Entitlements

Dated 9.12.22

Disclosure of Political Contributions Certification

I, Jelena Balorda-Barone, of full age does hereby certify

(Name)

1. I am the Senior Project Manager at French & Parrello Associates, the engineer for Pulte Homes of NJ LP, which entity has made an application

(applicant's name)

to the Asbury Park (Planning Board) for

site plan and variances associated with the construction of 28 stacked townhouses

(site plan, variance, subdivision)

(proposed use(s))

located at 205 Sunset Ave & 1401 Kingsley St Block 4205, Lots 2 & 3, Asbury Park, New Jersey,

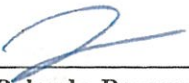
(address)

owned by iStar to represent said Applicant in this matter.

(owner)

2. Neither I nor the Applicant have ever made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application.

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by me is willfully false I am subject to punishment.



Jelena Balorda-Barone, Senior Project Manager for
French & Parrello Associates

Dated 9/7/2022

Disclosure of Political Contributions Certification

I, Michael J. Vitiello, Esq., of full ages does hereby certify
(Name)

1. I am the ~~applicant or (Engineer, Architect, Planner, Attorney at Law, of the State of New~~
Jersey engaged by PHM Sunset Square, LLC), which entity has made an application
(applicant's name)
to the Asbury Park (Planning Board ~~or Zoning Board of Adjustment~~) for
site plan and variances associated with the construction of 28 stacked townhouses
(site plan, variance, subdivision) (proposed use(s))

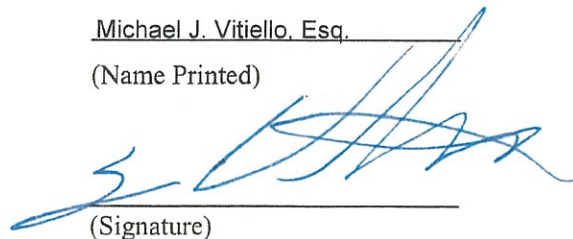
located at 205 Sunset Avenue & 1401 Kingsley Street Block 4205, Lots 2 & 3, Asbury Park, New Jersey,
(address)
owned by iStar to represent said Applicant in this matter.
(owner)

2. I have never made any political contributions to any elected official of the City of Asbury Park in
conjunction with this Application or any other Application (or I have made the following
contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following
statements made by be is willfully false I am subject to punishment.

Michael J. Vitiello, Esq.

(Name Printed)


(Signature)

Dated September 12, 2022

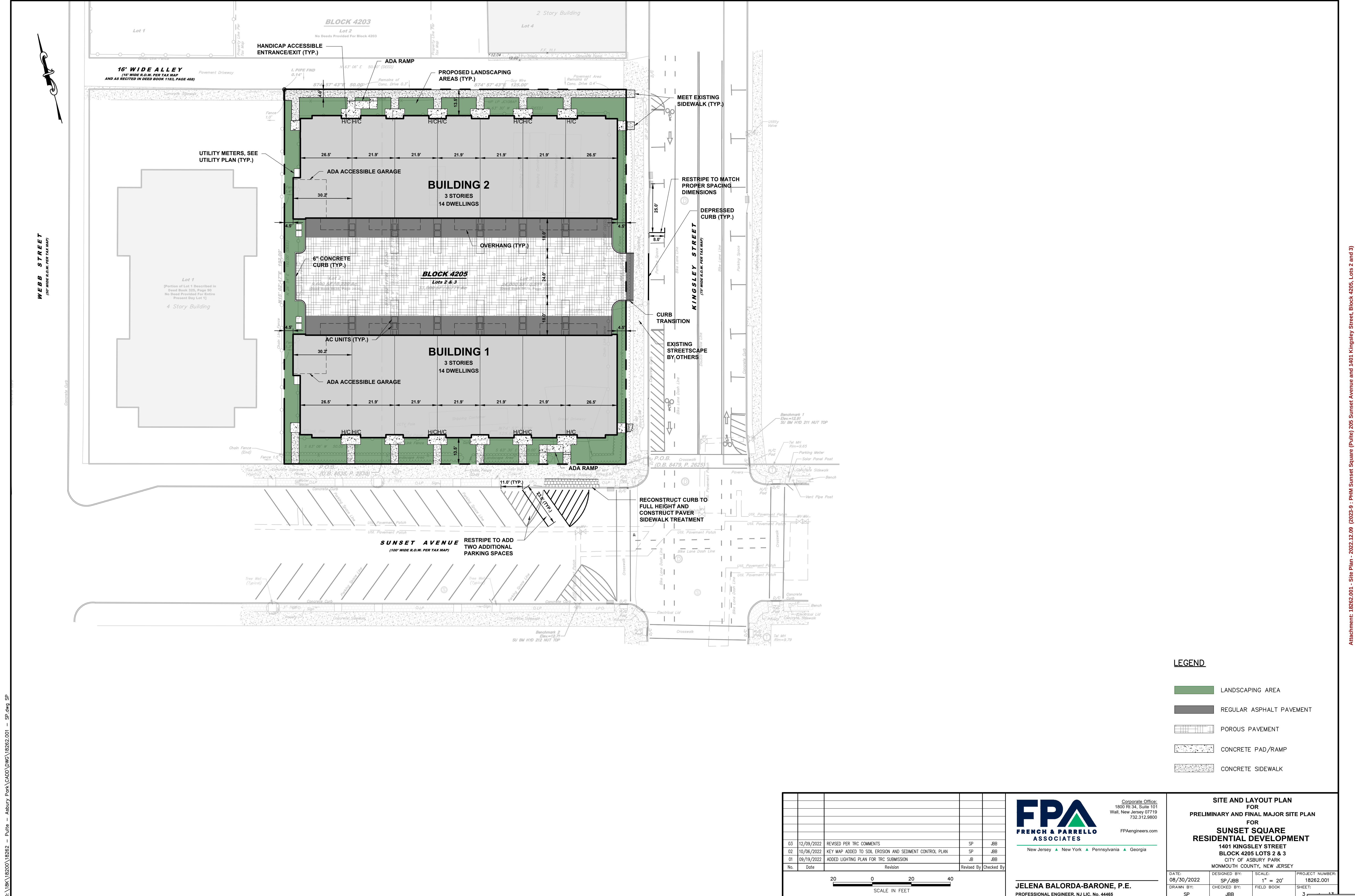
NARRATIVE DESCRIPTION OF PROJECT INCLUDING ZONING ANALYSIS

NARRATIVE OF DESCRIPTION OF PROJECT

Applicant proposes to redevelop and repurpose an existing vacant lot into a residential Community consisting of twenty-eight (28) market-rate, for-sale, stacked townhouses in 2 buildings, with each townhome having a one car garage and individual driveway space. Applicant intends to offer four (4) different townhouse models including:

- Bowery = 1,004 square feet
- Murray Hill = 1,238 square feet
- Union = 1,654 square feet
- Greenwich = 1,930 square feet

The Project will be offered to all interested purchasers and will not be restricted to any group or groups on the basis of age or income. Copies of the floor plans of the above-described townhouses are attached hereto as Exhibit 8(a). The Applicant also proposes to improve the Property with customary site improvements, including landscaping, lighting, stormwater facilities, etc. Applicant confirms that it will comply with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A:-1 et seq. with respect to the proposed project, including the requirement that the Project residents will not be restricted on the basis of age, income, or any other factor. Importantly, as currently designed, the Project would not require any variances, deviations, waivers or other relief from the Waterfront Redevelopment Plan.





ASBURY PARK

December 7, 2022

CONCEPT ARCHITECTURAL

SHEET INDEX

CS	COVER SHEET
A-1	ARCHITECTURAL SITE PLAN
A-2	TYPICAL BUILDING PLANS
A-3	TYPICAL BUILDING PLANS
A-4	TYPICAL BUILDING PLANS
A-5	TYPICAL UNIT PLANS
A-6	TYPICAL UNIT PLANS
A-7	CONCEPT BUILDING ELEVATIONS
A-8	CONCEPT BUILDING ELEVATIONS
A-9	ILLUSTRATIVE VIEW

PREPARED FOR:



150 ALLEN ROAD, SUITE 303
BASKING RIDGE, NJ 07920

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102

BLOCK 4205 (193) LOTS 2 & 3

ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



ARCHITECTURAL SITE PLAN
SCALE: 1/16" = 1'-0"

A-1
CONCEPT BUILDING PLANS
DATE: 12/07/2022



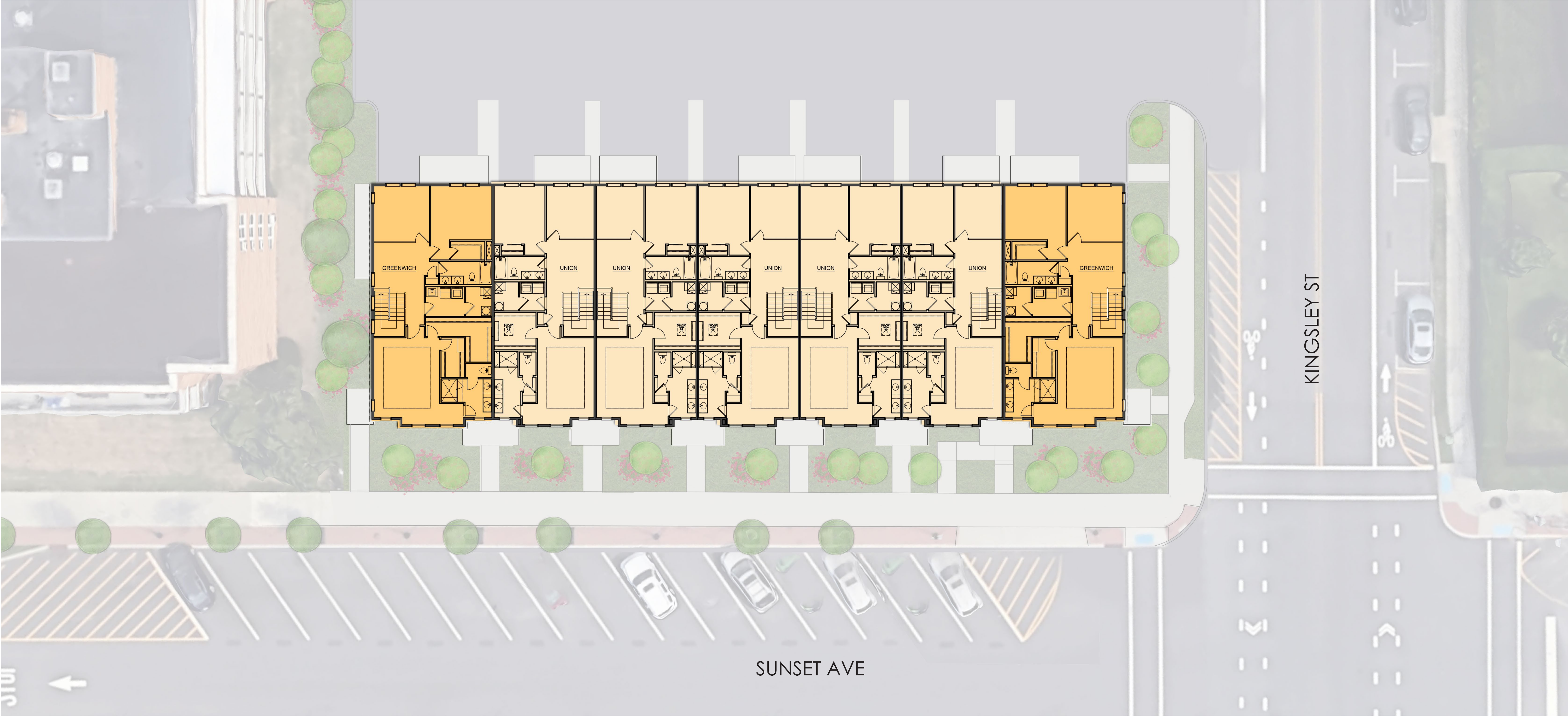
FIRST FLOOR PLAN
SCALE: 1" = 10'-0"

A-2
CONCEPT BUILDING PLANS
DATE: 12/07/2022



SECOND FLOOR PLAN
SCALE: 1" = 10'-0"

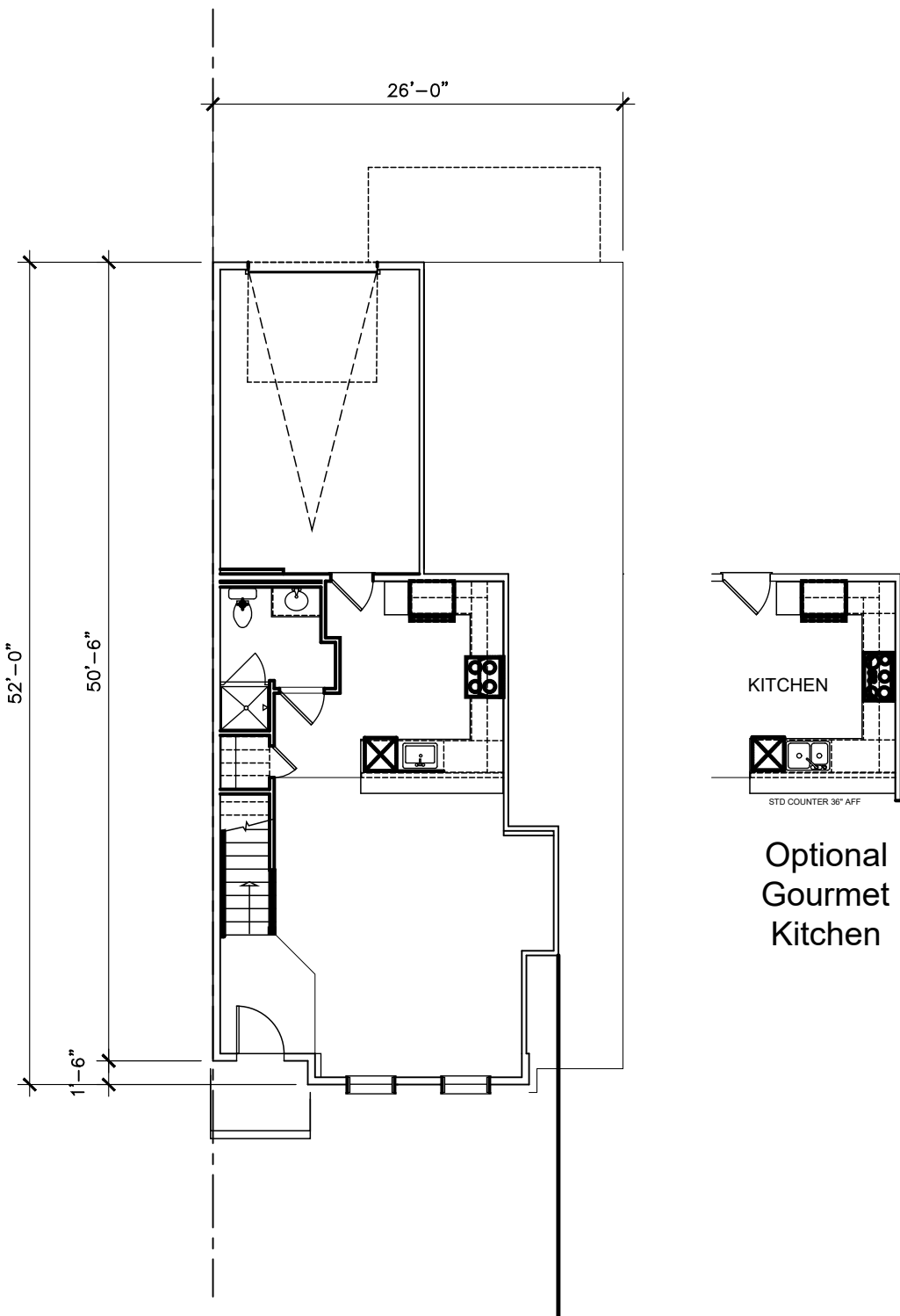
A-3
CONCEPT BUILDING PLANS
DATE: 12/07/2022



THIRD FLOOR PLAN

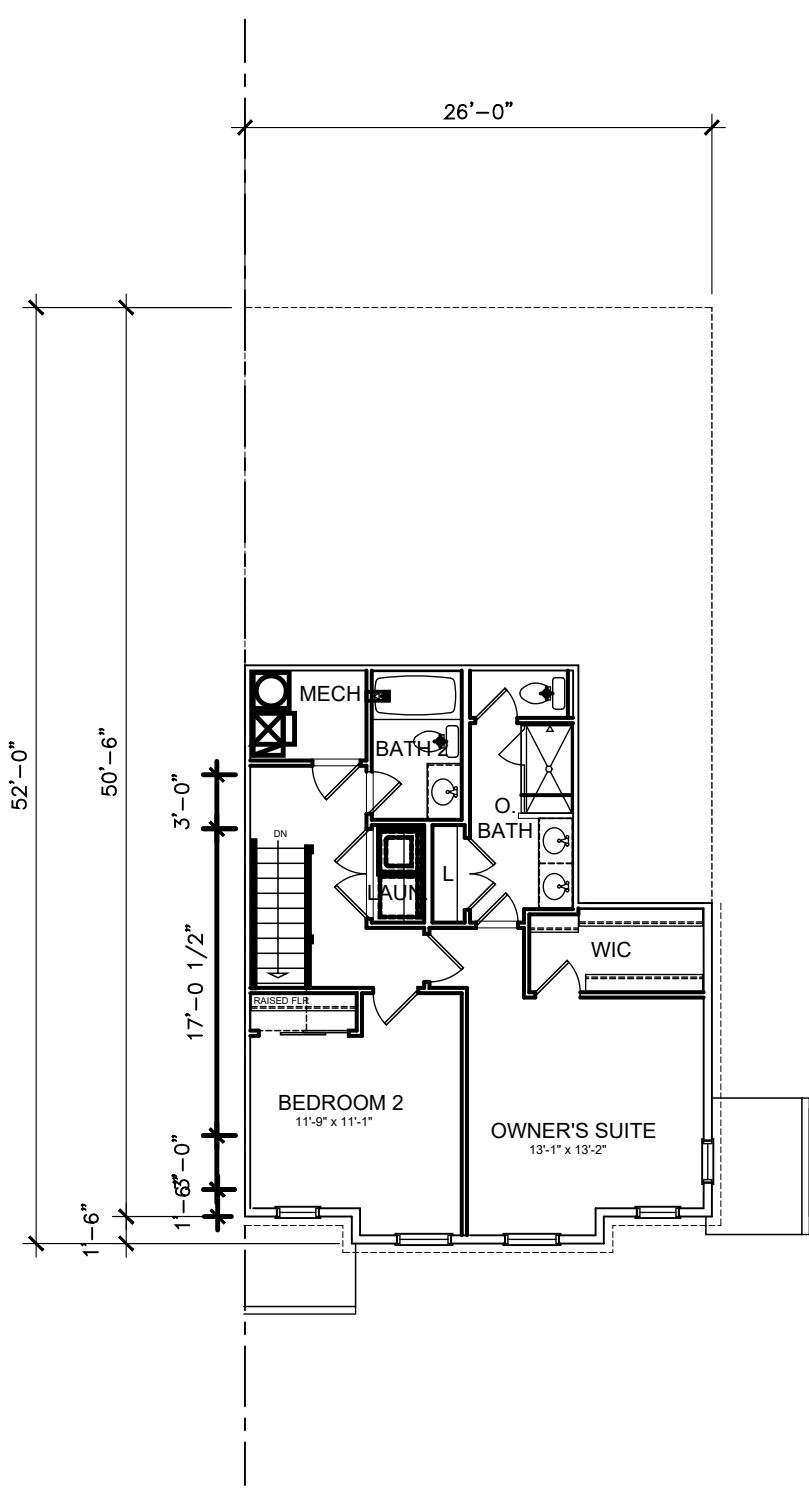
SCALE: 1" = 10'-0"

A-4
CONCEPT BUILDING PLANS
DATE: 12/07/2022



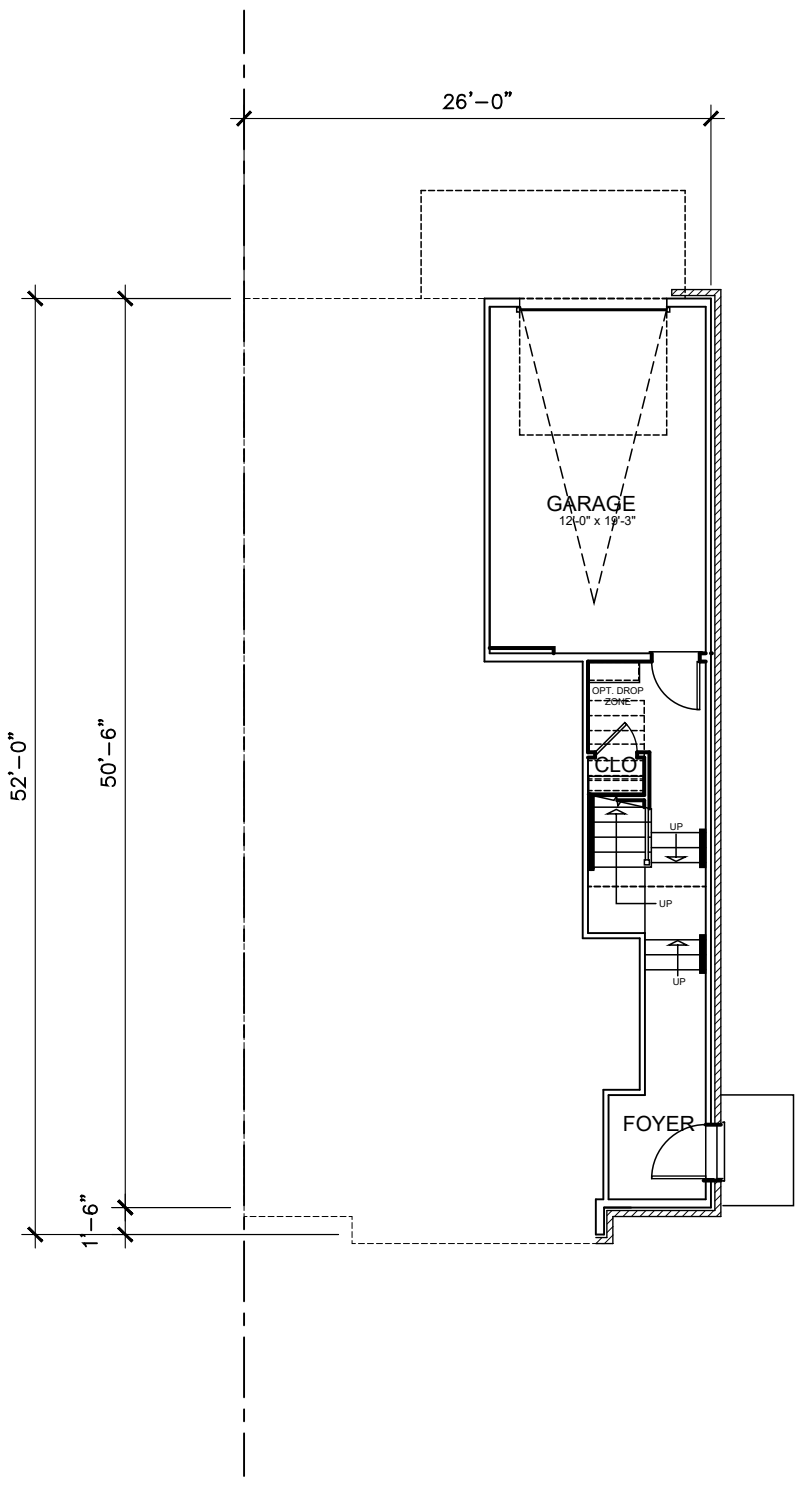
01 - GROUND FLOOR PLAN

SCALE: 3/32" = 1'-0"



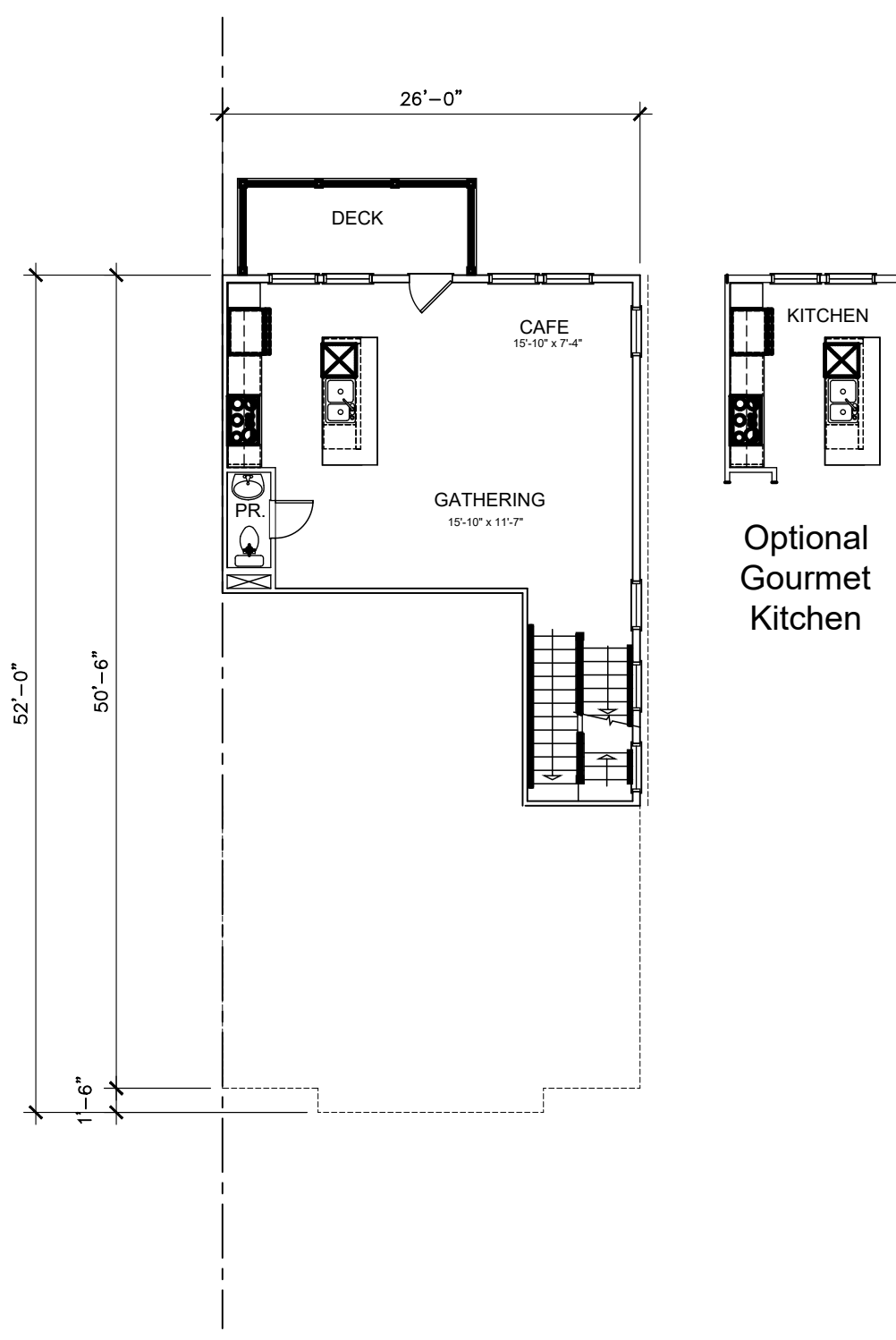
02 -- SECOND FLOOR PLAN

SCALE: 3/32" = 1'-0"



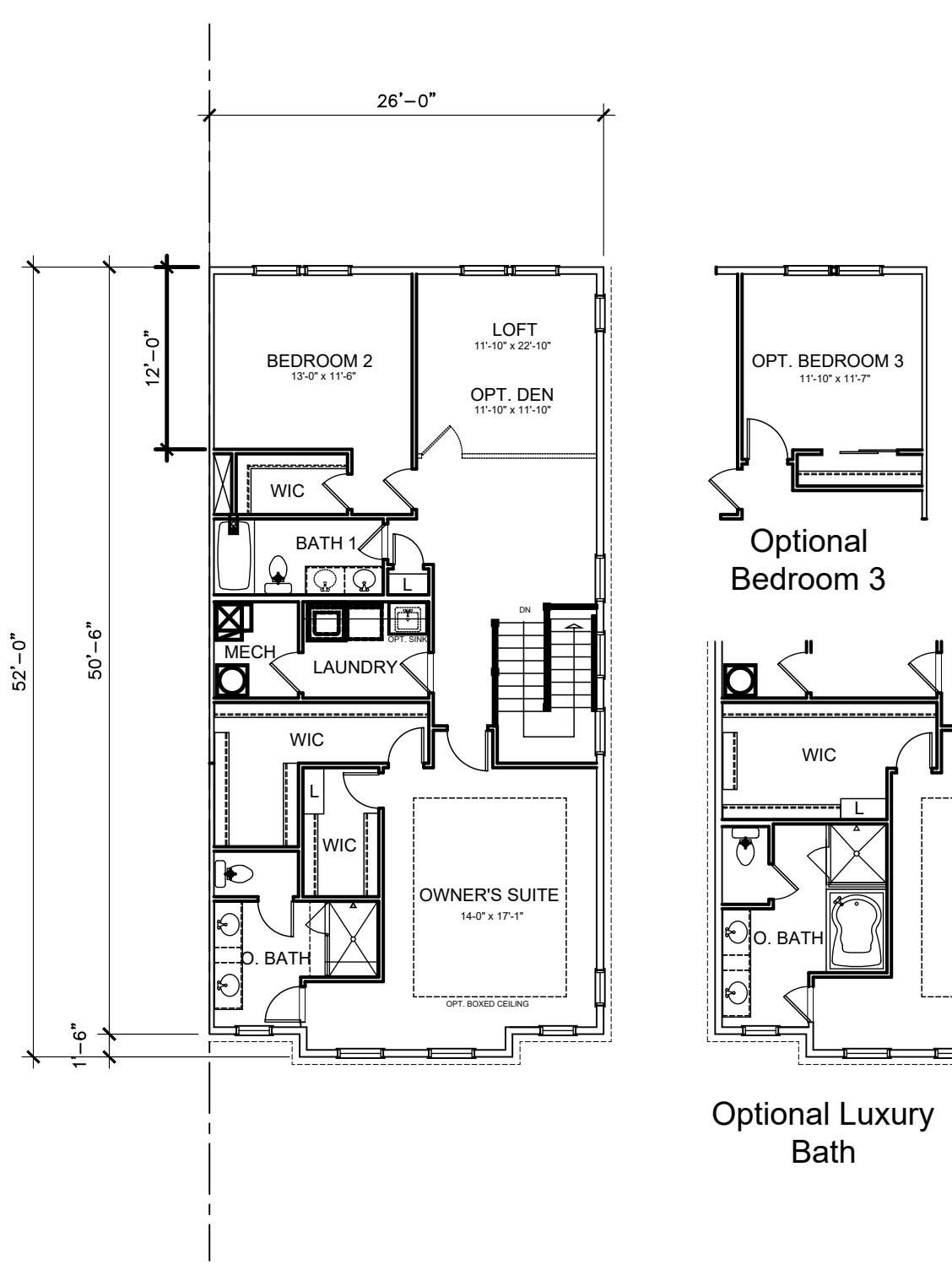
01 - GROUND FLOOR PLAN

SCALE: 3/32" = 1'-0"



02 - SECOND FLOOR PLAN

SCALE: 3/32" = 1'-0"



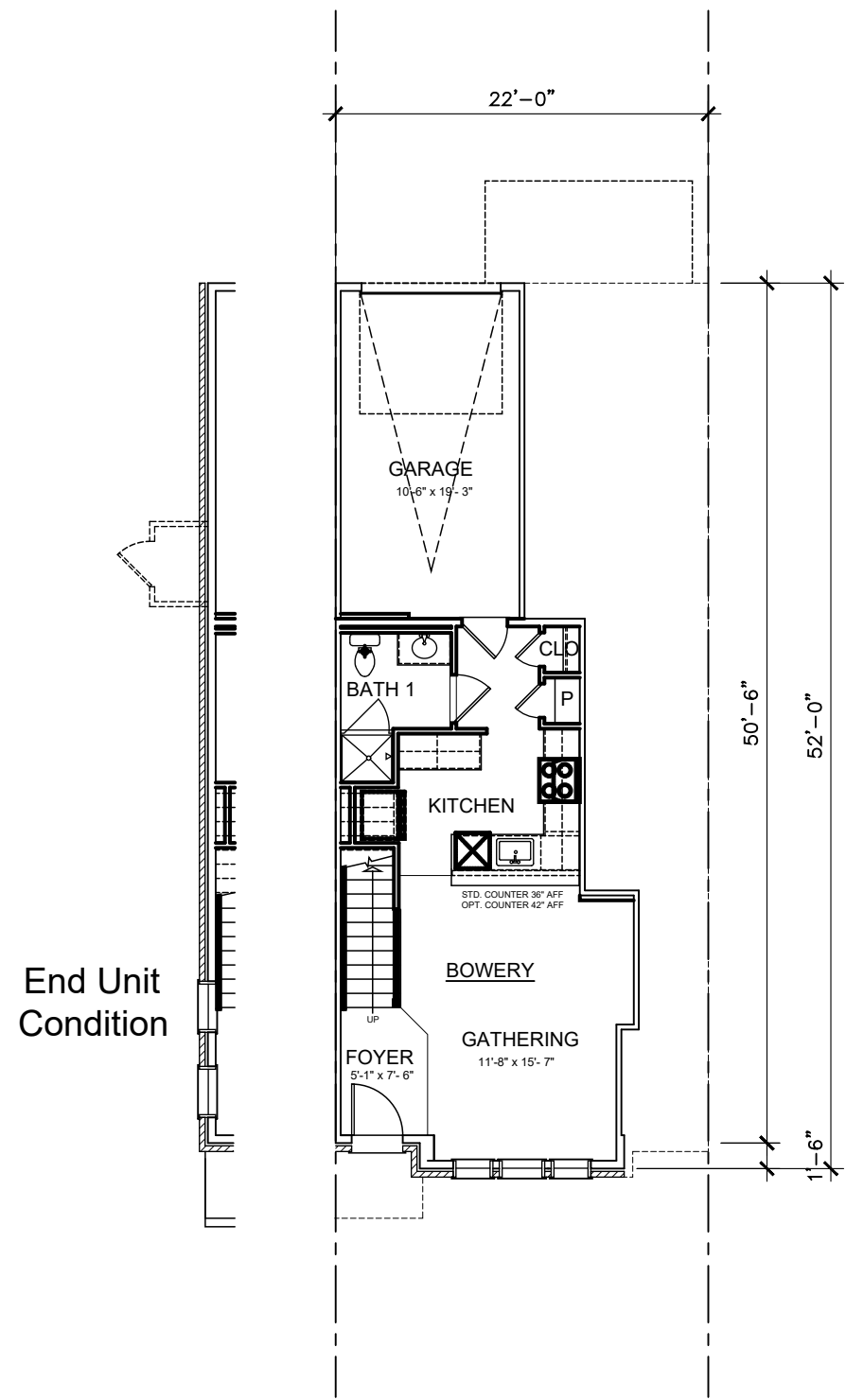
03 - THIRD FLOOR PLAN

SCALE: 3/32" = 1'-0"

MURRAY HILL

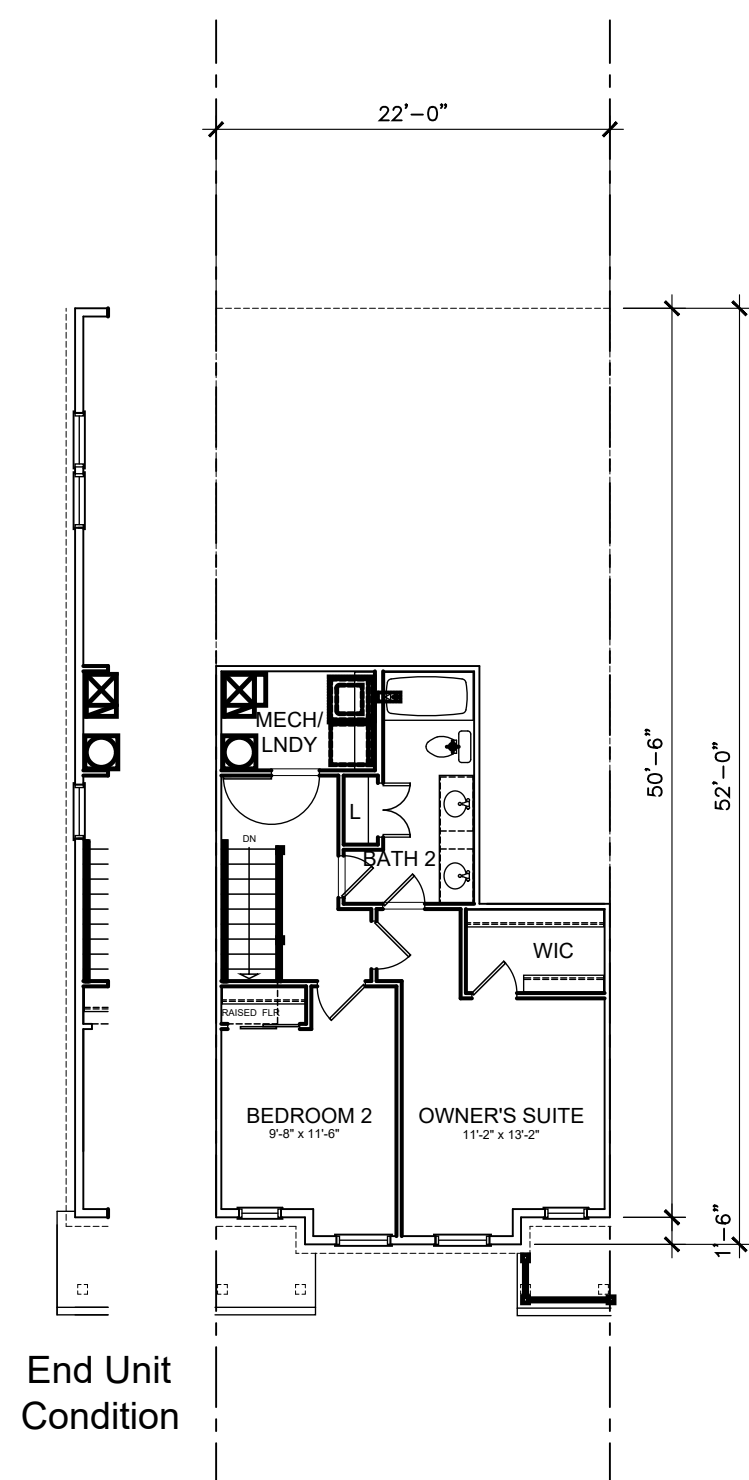
GREENWICH

A-5
TYPICAL UNIT PLANS
DATE: 12/07/2022



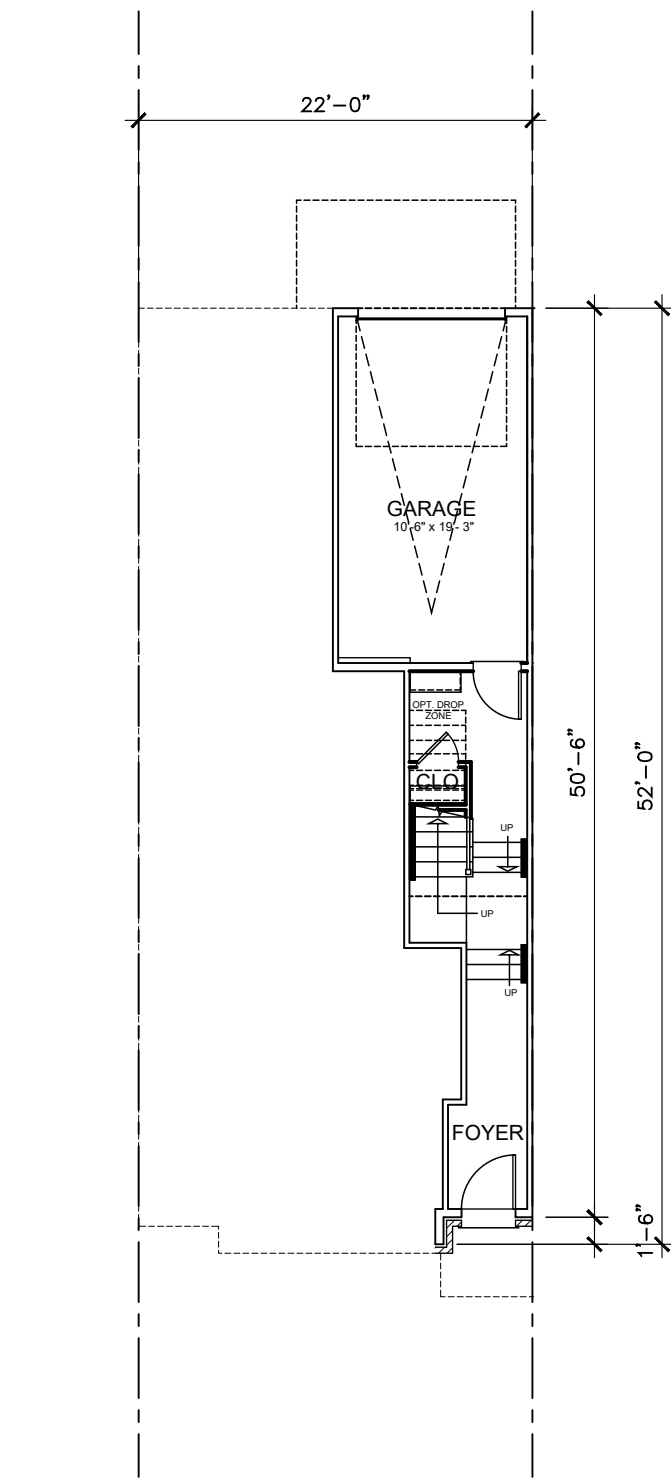
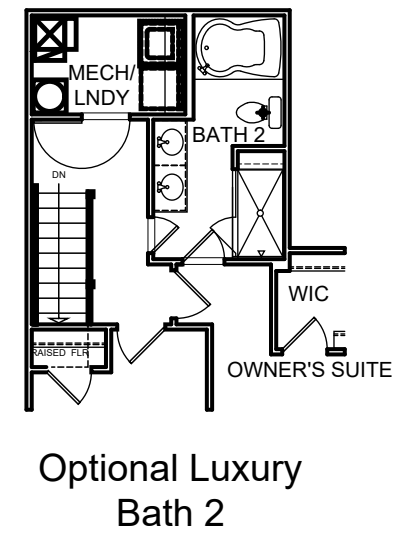
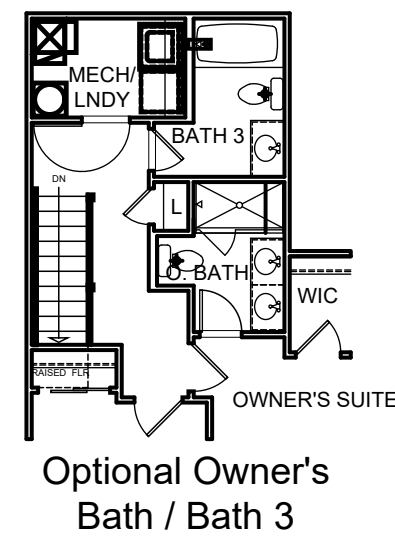
01 - GROUND FLOOR PLAN

SCALE: 3/32" = 1'-0"



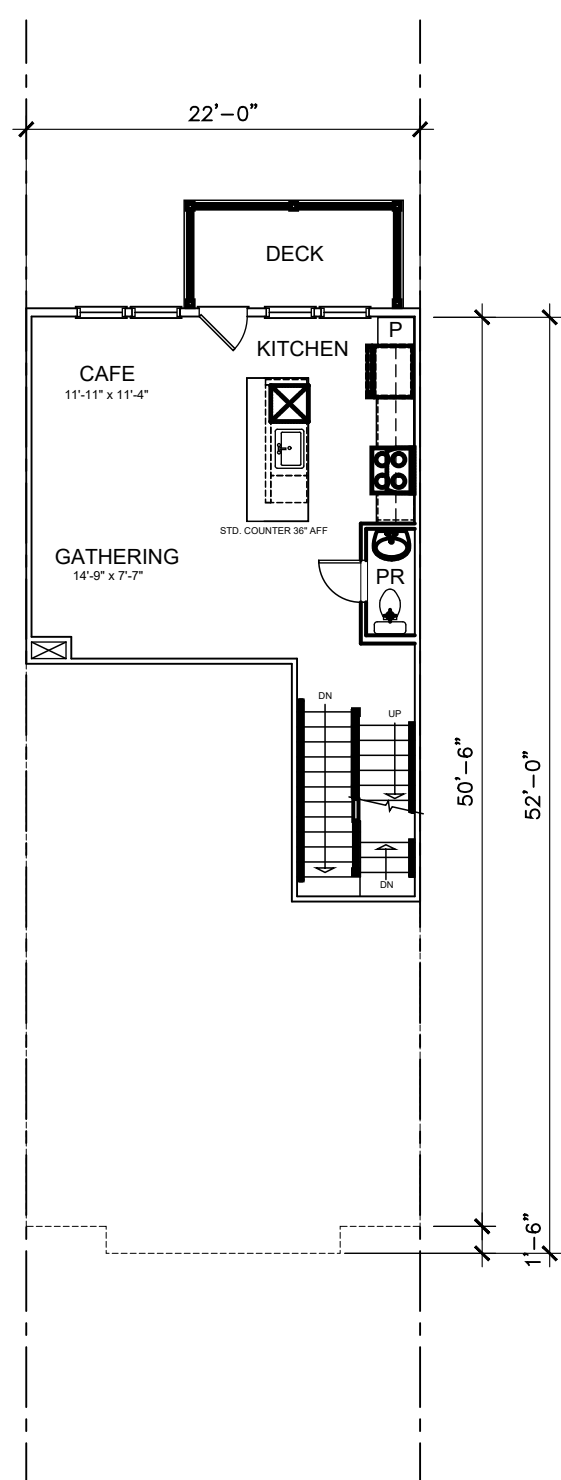
02 - SECOND FLOOR PLAN

SCALE: 3/32" = 1'-0"



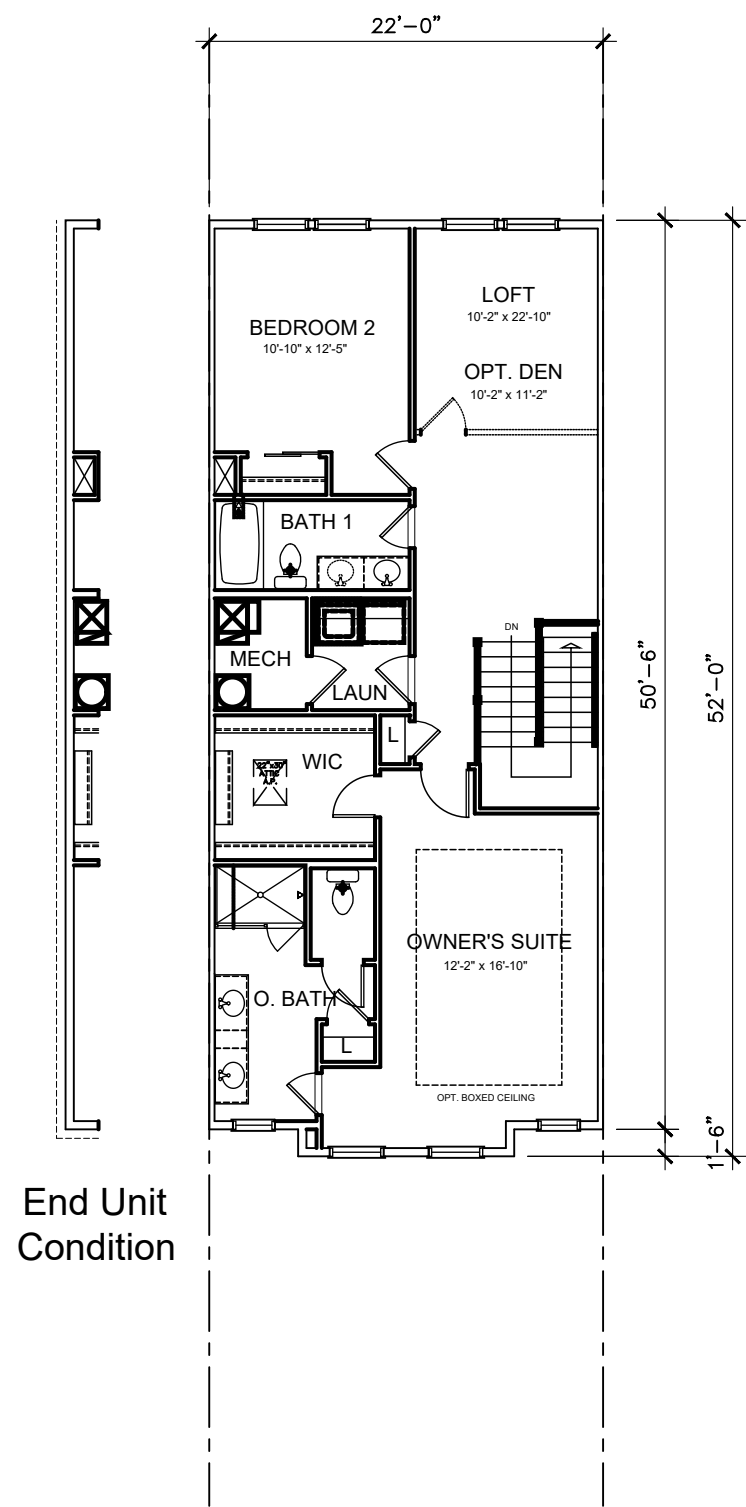
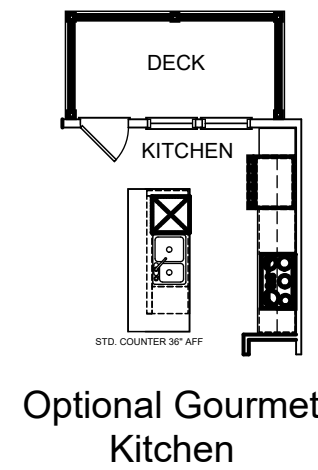
01 - GROUND FLOOR PLAN

SCALE: 3/32" = 1'-0"



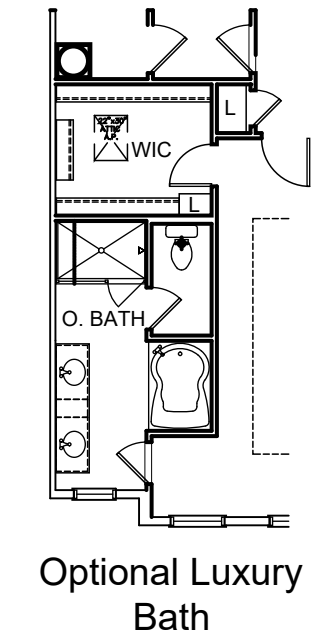
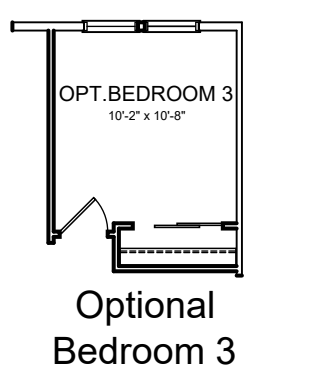
02 - SECOND FLOOR PLAN

SCALE: 3/32" = 1'-0"



03 - THIRD FLOOR PLAN

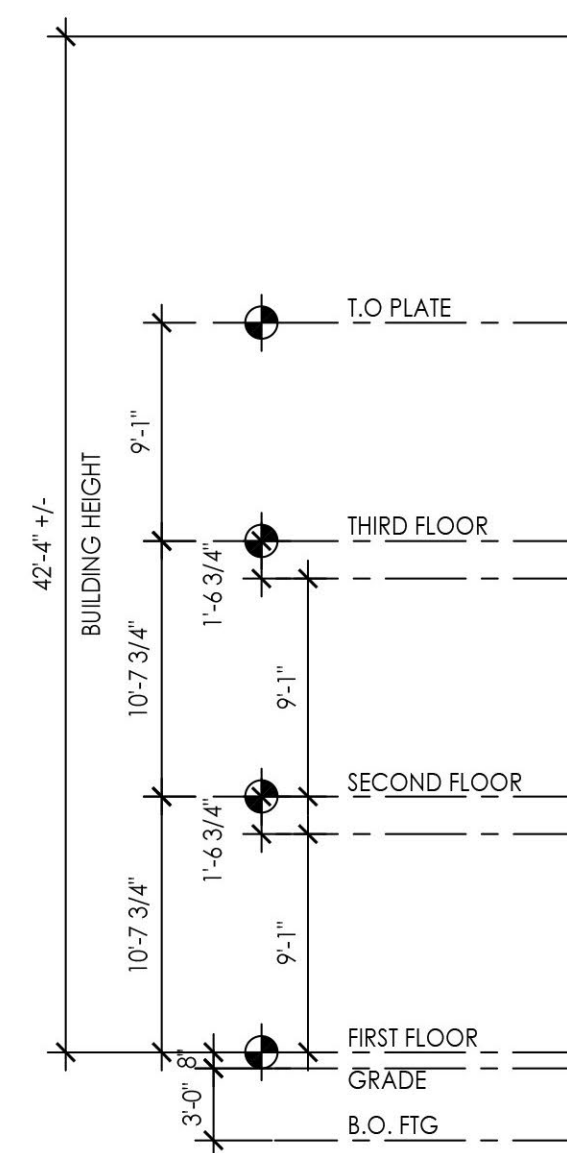
SCALE: 3/32" = 1'-0"



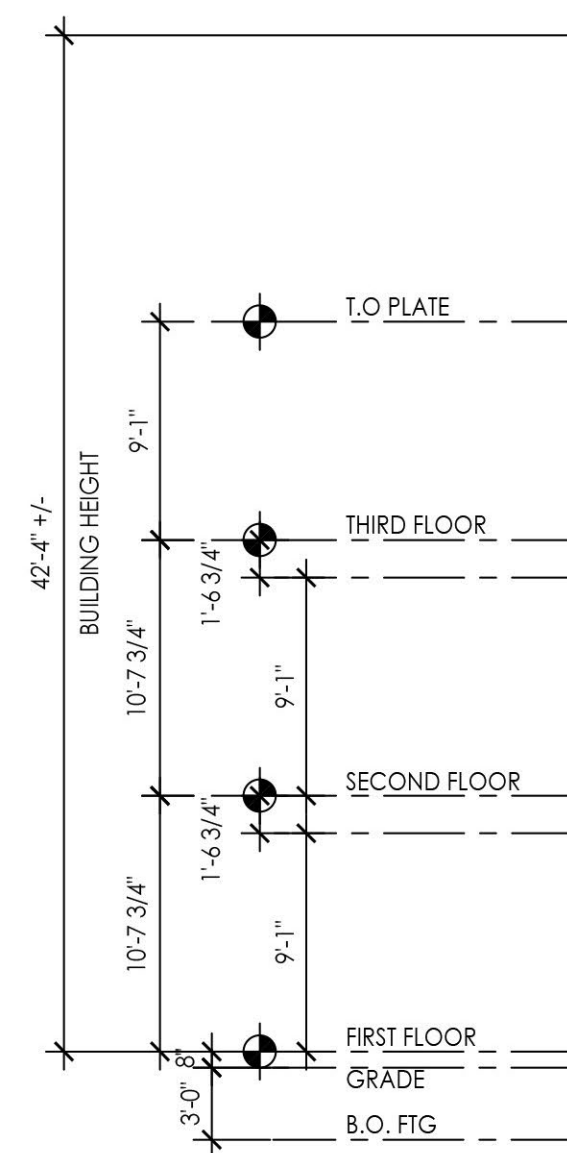
BOWERY

UNION

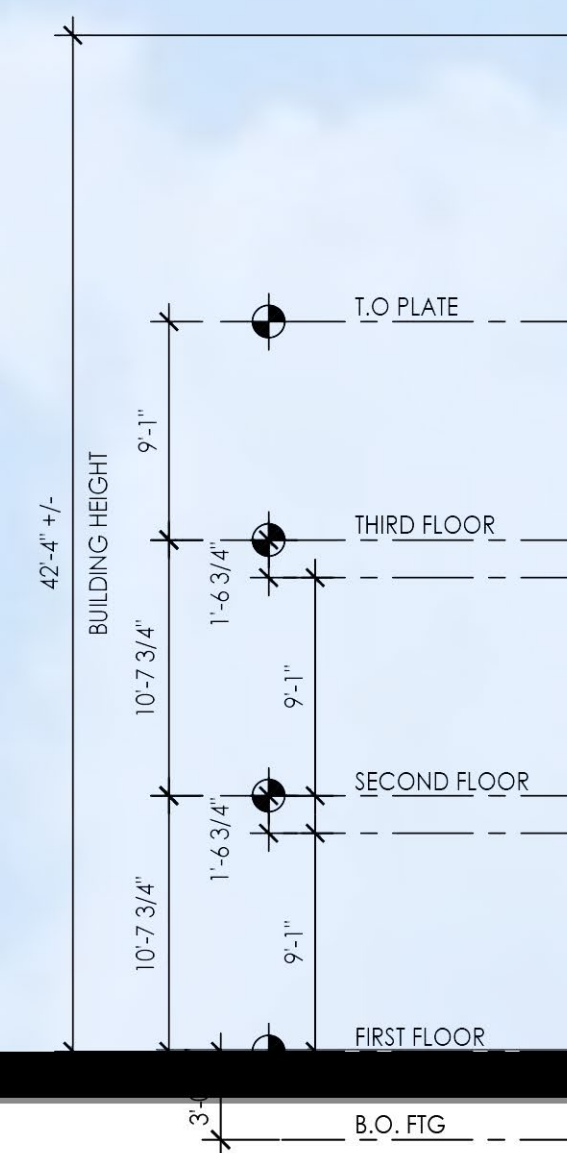
A-6
TYPICAL UNIT PLANS
DATE: 12/07/2022



01 - SUNSET AVENUE/ ALLEY ELEVATION
SCALE: 1/8" = 1'-0"



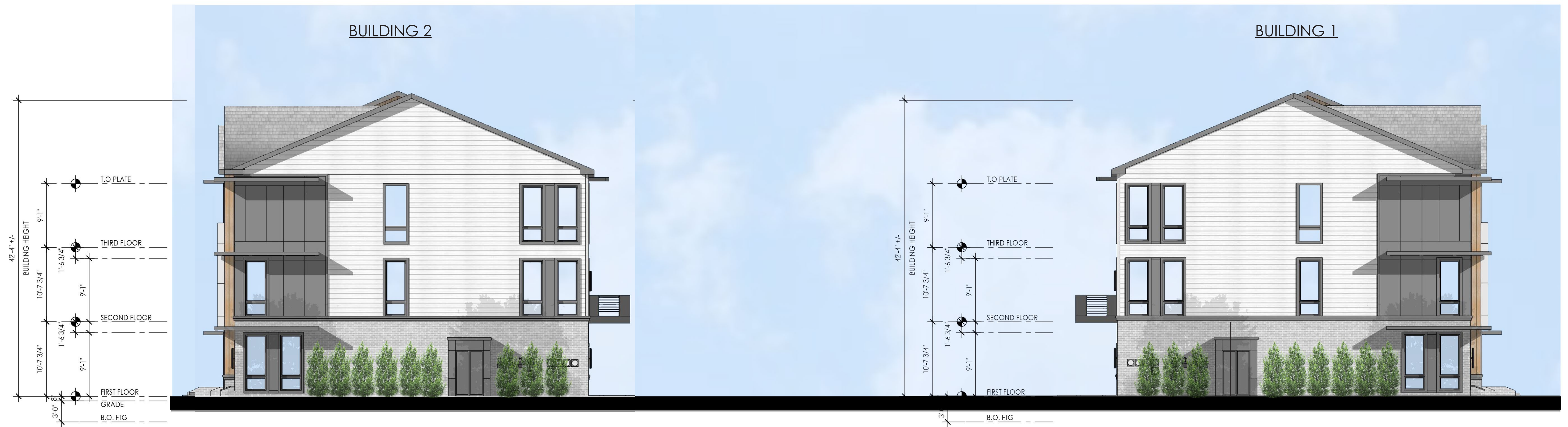
02 - EAST ELEVATION (KINGSLEY STREET)
SCALE: 1/8" = 1'-0"



A-7
CONCEPT BUILDING ELEVATIONS
DATE: 12/07/2022



03 - REAR ELEVATION (GARAGE)
SCALE: 1/8" = 1'-0"



04 - WEST ELEVATION
SCALE: 1/8" = 1'-0"

A-8
CONCEPT BUILDING ELEVATIONS
DATE: 12/07/2022



PERSPECTIVE VIEW FROM INTERSECTION OF SUNSET AVENUE & KINGSLEY AVENUE

SCALE: N.T.S.

A-9
ILLUSTRATIVE VIEWS
DATE: 12/07/2022

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

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JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
ANGELA AHBEZ-ANDERSON, COUNCILMEMBER
EILEEN CHAPMAN, COUNCILMEMBER
YVONNE CLAYTON, COUNCILMEMBER

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

Technical Review Committee

To: Mayor and Municipal Council

From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment on behalf of the Technical Review Committee

CC: Joseph Maraziti, Redevelopment Counsel
Michael Vittiello, Counsel for Developer

Date: January 17, 2023

Re: TRC REVIEW
1408 Kingsley Street
Block 4205, Lots 2 and 3

The TRC met on October 20, 2022 to review the application for 28 townhouses on at 1408 Kingsley Street. Present members of the TRC were Michael Nelson, Architect from CCH, Michael Sullivan, Planner from CCH, Jason Fitcher, Board Engineer from Insite Engineering, Yvonne Clayton Councilwoman, and Brian Cherpka, Master Developer. City Staff present were Michele Alonso and Cassandra Dickerson.

The 28 townhouse project fronts on Sunset Avenue, Kingsley Street and on an alley on a lot of 33,600 square feet. There will be two structures with 14 units in each. The two buildings will face Sunset Avenue and the existing alley along the north property line. Access to the garages is provided via a curb cut to the rear garages of the townhouses on Kingsley. The applicant has built similar townhouses in Somerville and Wood-Ridge, New Jersey. The precedent for this type of development in Asbury Park is the Vive. There is a variety of dwelling unit types with two-bedroom, two bedroom with den and three-bedroom units. Some units have a second-floor deck at the rear of the building. There is no common recreational space.

Each townhouse building will have a string of units facing Sunset Avenue or the Alley and a second string of units facing the interior of the property, but all have doors either fronting the street or the Alley. All parking will be provided at the rear of the structures facing the interior driveway. Each unit will have one space in an internal garage and one in front of the garage. EV parking Make Ready facilities will be provided in each garage.

The applicant has applied to CAFRA for a conformance review with the current CAFRA permit.

All utility service will be from Kingsley Street. Bike parking shall be in the garages. The HVAC condensers shall be located adjacent to the garages. The bus stop at Kingsley street will not be affected by this development.

Landscaping will conform with the plan. Plantings will be four seasons and mostly native. Landscape architect agreed to work with CCH on appropriate plant species. Stormwater will conform with local requirements and CAFRA requirements.

Each townhouse will have a gable roof. Only a few windows will be operational. Fiber cement siding will be used. Proposed colors are grays, whites and blacks – a contemporary color palette. A waiver is requested for the balconies as they project off of the façade. Full balconies were desired as they will look out upon Atlantic Square Park.

It was discussed that the project should have a presence on Kingsley Street. The applicant agreed to enhance the building elevations along Kingsley Street by adding windows, entries and architectural details. A few members requested that the parking entrance not be located along Kingsley Street. A few members also requested for the applicant to reorient the building so that no units are facing the alley along the northern property line.

There was discussion among members of the TRC pertaining to the roof line. A few members stated that the gable roof is not prominent in the waterfront and not encouraged in the redevelopment plan. The applicant said they will examine and evaluate potential modifications to the roof line.

On December 20, 2022, the applicant submitted revised plans in response to a few of TRC's comments and suggestions. The building elevations along Kingsley Street were modified to include residential entries, additional glazing and other architectural detail. In addition, utility meters were relocated from the front yard area along Kingsley Street to a side yard location.

Design Waivers requested

The proposed project conforms in minimum lot area, building height, parking. Various design waivers are required for architectural design. The intent of the design guidelines is to execute Mediterranean Revival, Arts and Crafts and Moderne styles. Existing buildings are to be used as design context and applicants are expected to provide documentation of the block facades on both sides of the street with the proposed building shown within urban context. In addition, attached is the final report of CCH dated January 12, 2023. based on the last plan submission which outlines the design waivers and other design matters. The following design waivers are required:

Openings – Configuration. Windows shall be single, double, triple-hung, or operable casements. Openings shall be rectangular with a vertical or square proportion. Multiple windows in the same rough opening shall be separated by a 4-inch minimum post. The centerline of the window sash shall align within the centerline of the wall (there shall be no flush mounted windows).

Some windows are inoperable. Additionally, windows are flush mounted and multiple windows are not separated by a 4-inch post.

Building Frontages - New buildings shall be harmonious with the block face on both sides of its street. The existing buildings will provide the design context unless they are non-conforming.

The architectural style of the proposed buildings is a hybrid of contemporary elements capped with a more traditional pitched roof and uses vertical and horizontal simulated wood siding and brick and does not use materials such as the prevalent red brick and Mediterranean Revival style of the nearby Berkeley Oceanfront Hotel, Convention Hall and Asbury Hotel.

Building Parts - 1. Wall finish (including walls, chimneys and other appurtenances) shall be primarily smooth stucco or its visual equivalent. Materials at the base shall be more durable and easier to repair than those at the middle and top.

The applicant has stated the buildings will consist of fiber cement siding and panels in a wood finish.

Building Parts - 3. The openings on a frontage must remain within a void to-solid ratio of no more than 45 percent with each facade measured independently.

The plans needs to include a calculation to verify this ratio.

Building Parts - 4. The minimum requirement for fenestration on facades shall be 20 percent.

The plans need include a calculation to verify this requirement, however the Kingsley Street façades appear to be far below this requirement.

Building Parts - 12. Under no circumstances shall the windows be installed flush with the outer surface of the facade. In the elevation drawings, windows appear to be recessed slightly from the outer surface of the façade, however the plan view does not represent this recess.

The applicant has stated the window design will be “setback with a contemporary frame.” A detail of the window design will be required to ensure conformity with this requirement.

Building Parts - 13. Windowsills should be provided, and lintels may be shown. The windowsill should slightly overlap the width of the window opening.

The windows are flush mounted, but a few windows appear to be trimmed in a way to mimic a sill. The applicant should clarify the design of this element.

Building Articulation 3. Articulation is a compositional technique tied to its meaningful relationship to an urban condition. One such articulation may acknowledge the corner of a block; another may emphasize an entrance; yet another may receive the visual axis of an adjacent street.

Although the plans have been revised to place an entry on the Kingsley Street side of each building, the design of the façade still exemplifies a side view, with no emphasis on the unit entrance. Overall, the buildings do not acknowledge the hierarchy of locations with the urban fabric, particularly the significance of the Sunset and Kingsley street corner

Building Elements – Walls – Configuration: Building Walls- Materials shall change only along a horizontal line, with the heavier material below the lighter.

The design of the buildings' façades exhibit materials changes both horizontally and vertically.

Building Elements – Walls – Configuration: Building Walls shall show no more than two materials in addition to the basement or undercroft.

The street facing façades of the proposed buildings exhibit at least three materials; horizontal and vertical siding are used as well as fiber cement panels and siding and brick on the front and rear façades.

Attached Elements 5 – Façade colors shall be selected from a single quadrant of the color wheel. This technique, without specifying particular colors, allows a range that is automatically harmonious. In addition to white, the designated quadrant shall be the lighter saturations of the yellow-to-red quadrant. This encompasses the cream, ochre, pink, terra cotta, range. Trim and attached elements may be white or a darker or lighter saturation of the wall color. Awnings, signage, doors and shutters may be any color, however, dark blues, greens and reds are traditional.

The building colors are a little unclear, but the architectural renderings show the use of white siding in combination with natural or cedar tone wood, white and gray fiber cement accent panels and gray trim and brick. The complementary color to wood siding depicted would be in the blue family, rather than gray.

Building Frontages - Base frontages are, in descending order of their positive pedestrian contribution; (a) a gallery or arcade; (b) a shopfront with awning; (c) a residential stoop; (d) a fence and porch; (e) a landscaped front yard; (f) a blank wall; (g) an unbuffered parking structure; and (h) an open parking lot. The latter three types shall be avoided. The allocation and expense of building should reflect this hierarchy.

The Kingsley Street façades have been revised to exhibit a landscaped front yard.

Building Parts 7. Balconies are best used as a single, continuous element at the location of the upper or lower expression lines. They may also be used singly as a periodic element of the facade composition. Multiple balconies, if required, shall be confined to the rear and side elevations unless, at the build out of the block, they would not remain permanently visible.

The proposed buildings contain cantilevered balconies on the front façade. On the third floor, these occur on each bay, and on the second floor they occur on alternating bays and are not supported by brackets.

TRC comments and recommendations:

There was much discussion among the TRC concerning the orientation of one building facing the alley and that the parking lot has an entrance on Kingsley and that this configuration is not ideal. The parking lot on Kingsley is a gap in the street wall. Units facing a service alley is not ideal as the alley will remain a service alley. It was requested of the applicant to look into redesigning the project. However, the applicant is presenting the same configuration as to the TRC and would like this project considered to the Council and Planning Board.

The applicant should continue to de-emphasize the driveway on Kingsley Street by examining reducing the curb cut and considering additional plantings.

The applicant should continue exploring architectural elements that make the building elevations on Kingsley Street look like a frontage.

The applicant should be aware that the alley is a service alley and that there will be trucks traveling and loading and unloading in the alley. No parking shall be permitted in the alley.

The applicant needs to clarify all building materials and color scheme.

U shaped bicycle racks need to be added to the amenity plan.

The applicant should explore making elements of the architecture more compatible with the architecture of the area.

A revised landscape plan needs to be submitted that uses non-invasive plant species and shows the street tree dictated in the redevelopment plan.

Clarke Caton Hintz

Architecture
Planning
Landscape Architecture

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MEMORANDUM

To: Asbury Park Technical Review Committee

From: Michael Sullivan, ASLA, AICP
Donna Miller, AICP, PP, CFM

Re: **PHM Sunset Square, LLC
Concept Plan**
1401 Kingsley Street
Block 4205, Lots 2 and 3
Waterfront Redevelopment Area / Prime Renewal Area

Date: January 12, 2023

1.0 Project Summary and Site Description

1.1 Applicant's Proposal: The applicant proposes to construct a three-story, 28-unit multi-family development on an 33,600 sq. ft. tract of land in the Prime Renewal Area of the Waterfront Redevelopment Area. The site is bounded by Kingsley Street, Sunset Avenue and an unnamed alley that bisects the block. The proposal consists of two "stacked townhouse" buildings, with units facing Sunset Avenue and the alley, separated by a central driveway with off-street parking accessed from Kingsley Street. There are no indoor or outdoor recreational/open space, or recreational facilities, proposed.

1.2 Primary Concerns: *The project does not fully conform with requirements of the WRP in terms of building orientation, the building's contemporary architectural style and the Plan's architectural design guidelines in general. It is recommended that the building design and orientation be revisited by the applicant.*

- a. The orientation and configuration of the proposed buildings conflict with the WRP design guidance. One of the buildings faces the alley with the other facing Sunset Avenue, resulting in the ends of the buildings facing Kingsley Street. The building oriented to the alley, faces a service area and parking and refuse collection for adjoining commercial and multi-family uses.
- b. The orientation of the buildings minimizes the building facades oriented to Kingsley Street, in favor of presenting a large gap in the "street wall". This gap is created between the two buildings to provide vehicular access and parking for the buildings. The access drive results in a gap that is

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George Hibbs, AIA
Brian Slaugh, AICP
Michael Sullivan, AICP
Michael Hanrahan, AIA
Mary Beth Lonergan, AICP

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wider than either of the two building elevations fronting on Kingsley Street. The proposed configuration would permit the parking, garage doors and rear building façades to be plainly visible in either direction along Kingsley Street.

- c. In an effort to provide activity and interest on Kingsley Street the plans have been revised to place a single entry door on the Kingsley Street frontage of each building and enhance the materials and design of the façade. This change does not result in the building articulation and interest called for in the WRP, such that the overall appearance of these building elevations does not suggest an inviting and lively use.
- d. The architectural style reflects a confusing hybrid of design approaches; whereby contemporary elements are capped with a more traditional pitched roof and uses color and materials which are not preferred by the Plan.

It is recommended that the primary building facades be oriented to face Kingsley Street and Sunset Avenue, with the alley utilized for vehicular and service access. The buildings should have design elements which accentuate the corner of Sunset Avenue and Kingsley Street and create a strong visual terminus for the ends of the buildings, not just a change of roof style, but of the body and base as well, rather than the repeating pattern of recessed windows and bays.

- 1.3 **Summary of Required Relief:** The plans have been reviewed for general conformance with the design objectives of the WRP. Additional relief may be required once the applicant has provided complete development plans. Ultimately, the applicant will need Preliminary and Final Major Site Plan approval. At this time numerous design exceptions from the WRP's architectural Design Guidelines are required as enumerated below:

- a. Lack of Street Address on Principal Building Facade.
- b. Openings – Configuration. Use of Non-operable Windows, Multiple Windows Not Separated by 4-inch Post and Flush Mounted Windows.
- c. Building Frontages 3. New buildings shall be harmonious with the block face on both sides of its street.
- d. Building Frontages - 5. Use of Transition Line to Differentiated Middle from the Top.
- e. Building Articulation
- f. Building Parts - 1. Wall finish shall be primarily smooth stucco or its visual equivalent.

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- g. Ratio of Voids and Solids-Applicant should provide calculations to verify extent of relief necessary.
 - h. Minimum Fenestration- Applicant should provide calculations to verify extent of relief necessary.
 - i. Building Parts - 12. Use of Flush Windows.
 - j. Building Parts - 13. Lack of Window Sills
 - k. Building Elements – Walls – Configuration: Building Walls- Materials
 - l. Building Elements – Walls – Configuration: Building Walls s- Number of materials
 - m. Attached Elements 5 – Façade colors
 - n. Building Frontages 6.- Base frontages positive pedestrian contribution
 - o. Building Parts 7. Depth and Location of Balconies
 - p. Building Parts 8 - Balconies not Supported by Brackets
- 1.4 Property Description:** The subject property is located within the block bounded by Kingsley Street, Sunset Avenue and a 16-foot-wide unnamed alley between Sunset Avenue and Sixth Avenue. The property contains 33,600 sf, consisting of two of the three tax lots within the block. The property is currently vacant. The Sunset Avenue frontage has been improved with streetscape improvements, including new sidewalks with decorative pavers, street trees and street lighting. There is an existing curb cut serving the property at the corner of Sunset Avenue and Kingsley Street. The Kingsley Street frontage has not received streetscape improvements. The alley frontage is in poor condition and has been fenced along the southerly side of the right-of-way, with the adjoining restaurant using part of the alley for outdoor dining.
- 1.5 Neighborhood Context:** Immediately adjoining the property to the west is a four-story multi-family building which has its main entrance on the alley. Across Kingsley Street to the east is the Berkeley hotel. Across Sunset Avenue to the south is Atlantic Square Park, Bradley Park and Sunset Lake Park. North of the alley is Kim Marie's restaurant and a parking lot and refuse storage area for Kim Marie's and the Kingsley Terrace Apartments.
- 1.6 Development Details:** The proposed development consists of two, three-story buildings containing stacked townhouses. There are a variety of dwelling unit types with two-bedroom, two-bedroom with den or three-bedroom units. Each dwelling unit has a one-car garage. Some units have a second floor deck on the rear of the building. There is no common recreation space.

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- 1.7 **Parking:** There are one-car garages located on either side of a two-way driveway; one surface parking space is available in front of each garage for a total of 56 spaces.
- EV Parking:** The applicant has stipulated that Make Ready EV facilities will be provided in each unit garage.
 - On-street Parking:** Two on-street parking spaces on Kingsley Street will be lost to the creation of the development's driveway, however two new spaces will be created on Sunset Avenue where an existing driveway will be removed.
 - Bicycle Parking:** No provisions are noted for bicycle parking either on- or off-site, although the applicant has stated it will provide bicycle parking within the garages of each unit.

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2.0 Conformance with the Waterfront Redevelopment Plan

- 2.1 Use: *Conforms*.** WRP contains all the zoning and development controls for the Waterfront Redevelopment Area. Section 3.8 of the Plan lists the principal uses permitted in the redevelopment area. Multi-family residential apartments are permitted principal uses within the Prime Renewal Area.
- 2.2 Bulk Requirements:** The *Development Control Plan*¹ and the *Allowable Building Envelope*² (also referred to in the WRP also as *Proposed Building Height Map*) of the WRP provide the overriding bulk control for all buildings that are to be developed in the Prime Renewal Area. Although no building setbacks are required, there are requirements for lot area and frontage.
- a. Anticipated Block Development. The development control plan of the WRP contemplates Block 193 (current Block 4205 and 4203) to be redeveloped as a unified block bounded by Sunset Avenue, Sixth Avenue, Kingsley Street and Webb Street, by eliminating the existing alley and construction of new buildings ranging from three stories facing Webb Street, to eight stories on Sunset and Sixth Avenues, with up to 135 dwelling units and a parking structure with approximately 380 parking spaces. As the proposed lot is approximately 20% of the block area, the proposed development intensity is far less than projected by the plan. Although the residential density is consistent with the lot area, the smaller development size cannot support the development of public parking facilities envisioned by the Plan.
- While this is not a control or a cap, it is highlighted in order to gauge the relative development intensity of the block itself and the overall progression of development in the WRA relative to the plan.
- b. Lot Requirements. *Conforms.* The minimum lot area in the Prime Renewal Area is 15,000 sf with minimum lot frontage of 100 feet. The total lot area of the subject property is 33,600 sf and has 175 feet of lot frontage on Sunset Avenue and 192 feet on Kingsley Street.
- c. Building Height-Number of Stories: *Conforms.* The WRP states, “Under no circumstances shall a development block exceed the height depicted on the *Development Control Plan*. The maximum permitted height of

¹ *Development Control Plan* on page 71-72 WRP.

² *Allowable Building Envelope*, p. 70, WRP.

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buildings for this block varies along each street frontage, from four (4) to eight (8) stories³. The proposed buildings are three stories each.

- 2.3 **Off-street Parking: *Complies*.** The WRP requires 1.5 parking spaces for each residential dwelling unit. The proposed development requires 42 off-street parking spaces. The proposed garage and adjoining parking spaces total 56 spaces.
- 2.4 **Affordable Housing: *Complies*.** The WRP requires the Prime Redeveloper to provide affordable housing units for low and moderate income households equal to five percent (5%) of the new housing units built within the Prime Renewal Area⁴. In-lieu payments to the City would also satisfy this requirement. **The applicant has stipulated an in-lieu contribution will be made.**
- 2.5 **Architectural Design: *Does not Conform*.** The purposes of the Architectural Design Guidelines of the Waterfront Redevelopment Plan are to encourage the design of building frontages that support pedestrian activity and support the regional architectural vernacular of the New Jersey shore area in a contemporary way. The intent is to, appropriately, execute the Mediterranean Revival, Arts & Crafts, and Moderne styles. Other styles with a significant historical development are permitted, but should strictly adhere to a documented and substantiated stylistic format. Existing buildings are to be used as design context and applicants are expected to provide documentation of the block faces on both sides of the property's streets with the proposed building shown within its urban context.
- 2.6 **Architectural Context:** Although there are non-contributing buildings and undeveloped land in the adjoining the subject property, there are examples of historic architectural styles in the immediate vicinity. The Berkeley Hotel, The Asbury Hotel and Convention Hall are noteworthy examples within sight of the property. These buildings represent more traditional masonry buildings of various eras (consistent with the architectural guidelines), and have exteriors clad, primarily, with red brick along with white cast stone or limestone trim and accents. In the case of Convention Hall, terra cotta ornamentation is used.

³ Story - That portion of a building included between the surface of any floor and the surface of the floor next above it; or if there is no floor above it, then the space between the floor and ceiling next above it. WRP, P. 92

⁴ Section 4.3, WRP. P82

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The Berkley Hotel



The Asbury Hotel



Asbury Park Convention Hall

Architecturally Significant Buildings

- 2.7 **Proposed Architectural Design:** The proposed buildings consist of a continuous string of townhouse units, with almost indiscernible difference, and minimal distinguishing characteristics to punctuate the end or provide a distinctive central feature. The architectural style is an unusual combination of neo-traditional elements with more contemporary facades. The front façades are composed in vertical modules creating a slight articulation in the façade. The buildings are clad with horizontal fiber cement siding panels which simulate wood clapboard and fiber cement vertical panels with a wood finish, and a brick watertable. There are many design elements which do not comply with the individual criteria of the Architecture Design Guidelines, as follows:
- Postal Numbers shall be placed on the principal building facades and on the alley and rear lane. **Although no street numbering is apparent in the plans, the applicant has stated it will provide street numbering at each unit entry.**
 - Openings – Configuration. Windows shall be single, double, triple-hung, or operable casements. Openings shall be rectangular with a vertical or square proportion. Multiple windows in the same rough opening shall be separated by a 4-inch minimum post. The centerline of the window sash shall align within the centerline of the wall (there shall be no flush mounted windows). **The plans do not specify if all the windows are**

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Front Elevation Rendering



Rear Elevation Rendering



Sunset Rendering



Kingsley Street Elevation

Architectural Renderings of Proposed Building

operable, but it appears that there may be fixed panes in the design. Additionally, windows are flush mounted and multiple windows are not separated by a 4-inch post.

- c. Building Frontages 3. New buildings shall be harmonious with the block face on both sides of its street. The existing buildings will provide the design context unless they are non-conforming. **The architectural style of the proposed buildings is a hybrid of contemporary elements capped with a more traditional pitched roof and uses vertical and horizontal simulated wood siding and brick as opposed to the prevalent red brick and Mediterranean Revival style of the nearby Berkeley Oceanfront Hotel, Convention Hall and Asbury Hotel.**
- d. Building Frontages - 5. The middle of the building shall be differentiated from the base by a transition line at the top of the first, second or third floor. The transition line's specific location is determined primarily by the overall height of the building and that of the adjacent buildings. **The design does not provide a transition line which differentiates the middle from the top of the proposed buildings.**

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- e. Building Parts - 1. Wall finish (including walls, chimneys and other appurtenances) shall be primarily smooth stucco or its visual equivalent. Materials at the base shall be more durable and easier to repair than those at the middle and top. **The architectural plans do not specify the proposed building materials however the applicant has stated the buildings will consist of fiber cement siding and panels in a wood finish.**
- f. Building Parts - 3. The openings on a frontage must remain within a void-to-solid ratio of no more than 45 percent with each facade measured independently. **The plans should include a calculation to verify this ratio.**
- g. Building Parts - 4. The minimum requirement for fenestration on facades shall be 20 percent. **The plans should include a calculation to verify this requirement, however the Kingsley Street façades appear to be far below this requirement.**
- h. Building Parts - 12. Under no circumstances shall the windows be installed flush with the outer surface of the facade. **In the elevation drawings, windows appear to be recessed slightly from the outer surface of the façade, however the plan view does not represent this recess. The applicant has stated the window design will be “setback with a contemporary frame”. A detail of the window design will be required to ensure conformity with this requirement.**
- i. Building Parts - 13. Window sills should be provided, and lintels may be shown. The window sill should slightly overlap the width of the window opening. The elevation drawings give the impression that there is a window sill in combination with a partial belt course below some of the windows on the second and third floors and like the comment regarding whether the windows are flush mounted, others appear to be trimmed in a way that look like a sill. **The applicant should clarify the design of this element.**
- j. Building Articulation 3. Articulation is a compositional technique tied to its meaningful relationship to an urban condition. One such articulation may acknowledge the corner of a block; another may emphasize an entrance; yet another may receive the visual axis of an adjacent street. **Although the plans have been revised to place an entry on the Kingsley Street side of each building, the design of the façade still exemplifies a side view, with no emphasis on the unit entrance. Overall, the buildings do not acknowledge the hierarchy of locations with the urban fabric, particularly the significance of the Sunset and Kingsley street corner.**

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- k. Building Elements – Walls – Configuration: Building Walls- Materials shall change only along a horizontal line, with the heavier material below the lighter. **The design of the buildings' façades exhibit materials changes both horizontally and vertically.**
- l. Building Elements – Walls – Configuration: Building Walls shall show no more than two materials in addition to the basement or undercroft. **The street facing façades of the proposed buildings exhibit at least three materials; horizontal and vertical siding are used as well as fiber cement panels and siding and brick on the front and rear façades.**
- m. Attached Elements 5 – Façade colors shall be selected from a single quadrant of the color wheel. This technique, without specifying particular colors, allows a range that is automatically harmonious. In addition to white, the designated quadrant shall be the lighter saturations of the yellow-to-red quadrant. This encompasses the cream, ochre, pink, terra-cotta, range. Trim and attached elements may be white or a darker or lighter saturation of the wall color. Awnings, signage, doors and shutters may be any color, however, dark blues, greens and reds are traditional. **The building colors have not been specified but the architectural renderings show the use of white siding in combination with natural or cedar tone wood, white and gray fiber cement accent panels and gray trim and brick. The complementary color to wood siding depicted would be in the blue family, rather than gray.**
- n. Building Frontages 6.- Base frontages are, in descending order of their positive pedestrian contribution; (a) a gallery or arcade; (b) a shopfront with awning; (c) a residential stoop; (d) a fence and porch; (e) a landscaped front yard; (f) a blank wall; (g) an unbuffered parking structure; and (h) an open parking lot. The latter three types shall be avoided. The allocation and expense of building should reflect this hierarchy. **The Kingsley Street façades have been revised to exhibit a landscaped front yard.**
- o. Building Parts 7. Balconies are best used as a single, continuous element at the location of the upper or lower expression lines. They may also be used singly as a periodic element of the facade composition. Multiple balconies, if required, shall be confined to the rear and side elevations unless, at the build out of the block, they would not remain permanently visible. **The proposed buildings contain cantilevered, Juliet-type balconies on the front façade. On the third floor, these occur on each bay, and on the second floor they occur on alternating bays.**

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- p. Building Parts 8. Cantilevered balconies shall be no deeper than three feet and shall be visibly supported by brackets. In the case of balconies that are nearly flush with the facade and associated with inwardly swinging doors (French balconies), there may be as many balconies as there are doors. Being co-planar with the façade, such balconies do not dematerialize the facade. **The proposed cantilevered balconies are not supported by brackets.**

3.0 Project Design

- 3.1 **Overall Layout and Design:** The plans include a building that orients its front façade to an existing east-west alley running between Kingsley Street and Webb Street that has a width of 16 feet. This public alley currently provides access to service/trash and off-street parking for adjacent uses. The WRP considers façades that face alleys to not constitute a building frontage and as such do not require the design attention and sensitivity that a street facing façade would command:

Building Frontages 2. The frontage of a building is a primary contribution to pedestrian activity. The frontage is that elevation which faces a public street or public open space. Frontages are sometimes called facades. Elevations to interior side and rear property lines (including those facing alleys) shall not constitute frontages.



Architectural Elevation of Rear Building Façade and Garage Doors from Kingsley

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The WRP describes the anticipated function of alleys as providing thoroughfares for service and utilitarian access in the context of the Waterfront:

Alley: A narrow vehicular access way to the rear of more urban lots providing service areas, parking access, and utility easements. Alleys, as they are used by trucks and must accommodate dumpsters, should be paved from building face to building face, with drainage by inverted crown at the center.

The WRP does not contemplate orienting the primary frontage of buildings on alleys. It strives to meld high-quality architecture with the public street frontages to create engaging and vibrant public streets that are largely defined by well-articulated and properly-scaled “street walls”. This proposal does not do so along the Kingsley Street frontage.



Instead of laying out a building(s) that properly addresses the frontages of Sunset Avenue and Kingsley Street—two very prominent and important streets—the applicant has determined, unilaterally, that it is more appropriate to orient a building to an existing service alley. There is no provision in the WRP that supports this configuration: The Development Control Plan and the Thoroughfare Designation Plan do not classify this unnamed alley nor are there

PHM SUNSET SQUARE, LLC | CONCEPT PLAN

any provisions for how to address it in terms of building height, access or transformation to some other type of thoroughfare.

The proposed building configuration results in a large gap between the two buildings along Kingsley Street. The gap allows views of the parking, garage doors and rear building façades from Kingsley Street. The “street wall” is incomplete in this location. While one could extend walls or some plantings to visually screen the gap, it would not have the same impact as a lively building façade activated by the activity of residents.



The WRP speaks to the intent to limit gaps in the street walls through its regulations:

Openings – Configuration - Garage Doors facing a frontage shall be a maximum of 9 feet wide.

This provision in the building design regulations limits the width of driveways and reflects the goal of establishing relatively continuous buildings along the public street frontages. As a comparison, the driveway for this application is 24 feet in width and the total gap between the buildings is 60 feet. The proposed configuration is grossly out of sync with the urban design principles of the WRP.

During the Technical Review Committee (TRC) meeting, the applicant expressed their idea to transform the character of the existing alley with their building and with future development of the block. At this point, we are unaware of any holistic approaches to redevelopment of this block that would include the applicant’s tract along with the remainder of the block. Absent any comprehensive approach that would be developed, along with the City’s input and consideration, this office sees no rationale for the proposed building orientation towards the alley, and the resulting compromises to the Kingsley Street frontage.

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If the applicant cannot adapt their dwelling unit prototype to reflect the urban design as prescribed by the WRP, an alternative dwelling type should be pursued. The Development Control Plan allows for eight (8) stories along Kingsley Street and Sunset Avenue. The applicant's plan does not take advantage of the maximum permitted building heights. Additionally, the WRP permits apartment dwellings. These provisions should allow the developer the flexibility to create an alternative multi-family residential building(s) that reflects the WRP urban design principles while also making the project feasible.

This property represents a prominent corner at the intersection of two prominent streets. The location of this property adjacent to Sunset Park influenced the WRP to provide the ability to create an eight (8) story building facing the park, a setting where a tall building would fit in. Furthermore, the higher densities anticipated in the plan for this block reflect its location that is roughly a block from the beach. Therefore, it would be entirely appropriate for the applicant to pivot to a higher density, multi-family building that maxes out the building height at this location.

- 3.2 **Streetscape:** The site plan has been revised to be more conceptual, lacking specific details of improvements to the alley and Kingsley Street, and does not propose any new street furnishings or amenities along Kingsley Street. Although Sunset Avenue has received new curbs, sidewalks, lighting and street trees, there are no bicycle racks, trash receptacles or benches, and none have been proposed.
- 3.3 **Lighting:** A lighting plan had previously been provided which uses fixtures with a color temperature of 3,000°K and are located to contribute spillage beyond the property line of at least 0.5 fc. The lighting plan does not model any building mounted fixtures at the dwelling unit doors or decks. Additional detail is required to fully assess conformance with the lighting regulations, but it is recommended that the applicant revise the lighting plan to comply with the requirements of §30-56.4.
- 3.4 **Utilities:** The plans do not indicate whether existing utility poles located on the north side of the property near the alley are to remain, be removed or relocated. Both the architectural and site plans have been revised to indicate the electric and gas meters are to be grouped on the westerly façade of the proposed buildings. Architectural screening is recommended to be supplemented with screen plantings. The plans should stipulate that all utilities serving the development will be underground.
- 3.5 **Planting Design:** The previously provided landscape plan proposed invasive and overused plant species (fountain grass and liriopse) as well as plant materials which are not suited to the location where they are to be planted (viburnum and dogwood shrubs as foundation plantings) and street trees which are not

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recommended in the Plan. A revised landscape plan has not been provided. We continue to recommend a more varied plant design using native, salt and drought tolerant plants that have a habit and size that is appropriate to the site conditions.

4.0 Materials Reviewed

- 4.1 Application and supporting documentation, dated September 21, 2022.
- 4.2 *Preliminary and Final Major Site Plan*, prepared by Jelena Balorda-Barone, PE, French and Parello Associates, dated August 30, 2022 and last revised September 19, 2022, consisting of 13 sheets.
- 4.3 *Site and Layout Plan*, prepared by Jelena Balorda-Barone, PE, French and Parello Associates, unsigned and unsealed, dated August 30, 2022 and last revised December 9, 2022, consisting of one sheet.
- 4.4 *Boundary and Topographic Survey*, prepared by Thomas J. Ertle, PLS, French and Parello Associates, unsigned, unsealed, dated January 17, 2022, consisting of one sheet.
- 4.5 *Concept Architectural*, prepared by Minno Wasko, unsigned and unsealed, dated July 19, 2022, consisting of six sheets.
- 4.6 *Concept Architectural*, prepared by Minno Wasko, unsigned and unsealed, dated December 7, 2022, consisting of 10 sheets.

5.0 Applicant / Owner / Professionals

- 5.1 **Applicant:** PHM Sunset Square, LLC, James P. Mullen, 150 Allen Road, Suite 303, Basking Ridge, NJ 07920. Telephone: 908-848-2032. Email: j.mullen@pultegroup.com
- 5.2 **Owner:** AP Ten Property Holdings, LLC and Asbury Partners, LLC, c/o iStar, 1114 Avenue of the Americas, NY, NY 10036. Email: bcheripka@istar.com
- 5.3 **Attorney:** Michael Vitiello, Esq., Giordano Halleran and Ciesla, 125 Half Mile Road, Suite 300, Red Bank, NJ 07701. Telephone: 732-741-3900. Email: mvitiello@ghclaw.com
- 5.4 **Architect:** David Minno, AIA, Minno Wasko Architects and Planners, 80 Lambert Lane, Suite 205, Lambertville, NJ 08530. Telephone: 609-397-9009. Email: fdminno@minnowasko.com
- 5.5 **Engineer:** Jelena Balorda-Barone, PE, French and Parello Associates, 1800 Route 34, Suite 100, Wall, NJ 07719. Telephone: 732-312-9800. Email: lena.barone@pfaengineers.com



Clarke Caton Hintz

PHM SUNSET SQUARE, LLC | CONCEPT PLAN

- C. Michele Alonso, Director of Planning and Redevelopment
PHM Sunset Square, LLC, Applicant
AP Five Property Holdings, LLC, Owner
Michael Vitiello, Esq., Applicant's Attorney
David Minno, AIA, Applicant's Architect
Lena Barone, PE, Applicant's Engineer

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Minutes
Meeting of the Municipal Council
Wednesday, January 11, 2023
REGULAR MEETING

Executive Session - 4:00 p.m.

2023-68 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

Director of Recreation, Leesha Floyd presented special events applications to Mayor and Council.

Minutes Acceptance: Minutes of Jan 11, 2023 6:00 PM (Minutes)

ITEMS TO BE PRESENTED:

1. Presentation by Eric Nemeth and Ezio Altamura of the NJIIF Safety Incentive Award

Matters from City Council

Council member Ahbez-Anderson stated, good evening everyone. I know it's a little chilly out there but it's nice to see all of your beautiful warm faces.

Council member Chapman stated, I just wanted to let everyone know that the Boys & Girls Club will be holding swimming lessons on Saturdays from January 14th through February 18th. For adults and children, the fee is \$25 per person. To sign up you can get in touch with Leesha Floyd at City Hall.

Council member Clayton stated, good evening. I just want to remind everyone that this weekend we celebrate Martin Luther King and his accomplishments. This is an opportunity, there are a number of programs throughout the community and the county. This is an opportunity to observe his anniversary, and there are also there are a number of opportunities to volunteer.

Deputy Mayor Quinn stated, I'm just going to follow up on what Eileen said and thank the Recreation Committee and Leesha. I know this is our second time doing the swimming lessons in Asbury Park, greatly, greatly appreciated that you guys are doing it again.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Donna Vieiro had no matters at this time.

Matters from City Attorney

City Attorney, Frederick Raffetto had no matters at this time.

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Kerri Martin made a comment about removal of bollards in streets; Michael Christian made a comment about bollards and snow storms; Rita Marano made a comment about a historical society ordinance, city employees, and a payment of bills resolution; and Kerry Butch made a comment about asburyparkreporter.com, and Madison Asbury Retail default.

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

1. Municipal Council- Executive Meeting December 21, 2022 4:00 PM

2. Municipal Council - Regular Meeting - Dec 21, 2022 6:00 PM **Accepted**
3. Municipal Council - Organizational Meeting - Jan 1, 2023 12:00 PM **Accepted**

INDIVIDUAL RESOLUTIONS

2023-69 Resolution Approving Special Event Applications

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, Amy Quinn
ABSTAIN:	John Moor

2023-70 Resolution Authorizing Membership with the Keystone Purchasing Network Cooperative Purchasing Program

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

2023-71 Resolution Authorizing the Purchase of an Electronic Digital Message Center Sign for City Sunset Park

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

2023-72 Resolution Authorizing the Purchase of Various Computers and Accessories Needed for City Wide Computer Replacement

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

2023-73 Resolution Authorizing Purchase of Firearms Equipment and Supplies for the Police Department

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

2023-74 Resolution Authorizing the Purchase of a Steam Cleaner for the Wastewater Treatment Plant

Minutes Acceptance: Minutes of Jan 11, 2023 6:00 PM (Minutes)

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

2023-75 Resolution Authorizing the Purchase a Surf Rake for the Beach Department

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

2023-76 Resolution Authorizing the Purchase of a Ravo Street Sweeper

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

2023-77 Resolution Authorizing the Purchase of Additional Parking Pay Stations

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

2023-78 Resolution Authorizing the Purchase of Three Police Vehicles and Related Equipment Needed

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

2023-79 Resolution Awarding of a Contract to Millennium Communications Group for Camera Replacement at Adams Street

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

2023-80 Resolution Authorizing an Agreement with Mazza Recycling for the Processing and Disposition of Recyclable Materials

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

2023-81 Resolution Authorizing the Outfall Repairs Needed at Wesley Lake

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

2023-82 Resolution Authorizing the Replacement of a Hanging Heater at the Department of Public Works

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

2023-83 Resolution Amending a Contract with Warshauer Generator for the Installation of a Generator at the WWTP

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

2023-84 Resolution Authorizing the Execution of A Shared Services Agreement With The Township Of Neptune For Geese Management of Wesley Lake

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

2023-85 Resolution Entering an Memorandum of Understanding for Trap, Neuter and Release Program with Monmouth County SPCA

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

2023-86 Resolution Of The Mayor And City Council Of The City Of Asbury Park Authorizing The City Of Asbury Park To Enter Into An Amendment To Subsequent Developer Agreement With Asbury Partners LLC And K. Hovnanian Holdings NJ, LLC (Including K. Hovnanian's Baltic At Asbury Park Urban Renewal, LLC And K. Hovnanian's Aegean At Asbury Park Urban Renewal, LLC, The Urban Renewal Entities Formed Pursuant To The Long Term Tax Exemption Law)

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSTAIN:	Angela Ahbez-Anderson

2023-87 Resolution of the Mayor and City Council of The City of Asbury Park to Enter into a Second Amendment of the Subsequent Developer Agreement with AP Block 4001 Venture Urban Renewal, LLC to Extend the Outside Approvals Date in connection with

the Development of Property Located at Block 4001, Lots 2-15 (Currently Block 4001, Lots 2.01, 2.02 and 2.03)

RESULT:	ADOPTED [3 TO 1]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Amy Quinn
ABSTAIN:	Angela Ahbez-Anderson

2023-88 Resolution Of The Mayor And City Council Of Asbury Park Authorizing The City Of Asbury Park To Enter Into A Supplemental Subsequent Developer Agreement With Asbury Partners, LLC And 200-210 5th Ave Venture Urban Renewal, LLC To Erect And Use Certain Tent Structures And A Storage Structure At The Asbury Hotel, Located On Block 4104, Lot 13 And Referring The Matter To The Planning Board For Appropriate Approvals

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

2023-89 Resolution Of The Mayor And City Council Of The City Of Asbury Park To Authorize Default Notices To Madison Asbury Retail, LLC With Respect To The Casino Building And Power Plant Building For Failure To Meet Its Obligations Under The Subsequent Developer Agreement Between The City Of Asbury Park, Madison Asbury Retail, LLC And Asbury Partners, LLC Dated June 1, 2010 And The Easement Agreement Between The City Of Asbury Park, The New Jersey State Historic Preservation Office, And Asbury Partners, LLC Dated January 15, 2004

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

2023-90 Resolution Authorizing Appointments to the Sunset Lake Commission

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

2023-91 Resolution Authorizing Appointments to the Wesley Lake Commission

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

2022-492 Resolution Of The Mayor And City Council Of Asbury Park Authorizing The City Of Asbury Park To Enter Into A Subsequent Developer Agreement With Asbury Partners, LLC And Somerset Asbury Park Urban Renewal, LLC Regarding Residential

Minutes Acceptance: Minutes of Jan 11, 2023 6:00 PM (Minutes)

Development On Block 4105, Lots 1, 3 And 4 And Referring The Matter To The Planning Board For Appropriate Approvals

RESULT:	ADOPTED [3 TO 2]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, John Moor
NAYS:	Angela Ahbez-Anderson, Amy Quinn

ORDINANCES

Introduction

- 2023-1 Ordinance Of The City Of Asbury Park Authorizing The Execution Of A Financial Agreement With K. Hovnanian's Baltic At Asbury Park Urban Renewal, LLC Concerning Property Located At Block 4003 Lots 1, 2 And 16 On The Tax Map Of The City Of Asbury Park And Granting A Tax Exemption

RESULT:	INTRODUCED [4 TO 0]
	Next: 1/25/2023 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSTAIN:	Angela Ahbez-Anderson

- 2023-2 Ordinance Of The City Of Asbury Park Authorizing The Execution Of A Financial Agreement With K Hovnanian's Cove At Asbury Park Urban Renewal, LLC K. Hovnanian's Aegean At Asbury Park Urban Renewal, LLC Concerning Property Located At Block 4003 Lots 12, 13 And 14 On The Tax Map Of The City Of Asbury Park And Granting A Tax Exemption

RESULT:	INTRODUCED [4 TO 0]
	Next: 1/25/2023 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSTAIN:	Angela Ahbez-Anderson

- 2023-3 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Providing For The Special Assessment Of Certain Wastewater, Stormwater, Streetscape, Utility And Other Infrastructure Improvements On Block 4003, Lots 1, 2 And 16 (Baltic) Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof

RESULT: **INTRODUCED [4 TO 0]**

Next: 1/25/2023 6:00 PM

MOVER: Eileen Chapman, Councilmember

SECONDER: Yvonne Clayton, Councilmember

AYES: Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor

ABSTAIN: Angela Ahbez-Anderson

2023-4 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Providing For The Special Assessment Of Certain Wastewater, Stormwater, Streetscape, Utility And Other Infrastructure Improvements On Block 4003, Lots 12, 13 And 14 (Aegean) Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof

RESULT: **INTRODUCED [4 TO 0]**

Next: 1/25/2023 6:00 PM

MOVER: Eileen Chapman, Councilmember

SECONDER: Amy Quinn, Deputy Mayor

AYES: Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor

ABSTAIN: Angela Ahbez-Anderson

2023-5 BOND ORDINANCE AMENDING AND SUPPLEMENTING BOND ORDINANCE NUMBER 2018-57 (WHICH PROVIDES FOR ACQUISITION OF AND THE PAYMENT OF THE PURCHASE PRICE OF REAL PROPERTY AND CONSTRUCTION OF A FIRE HOUSE) HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON DECEMBER 27, 2018, TO AMEND THE DESCRIPTION, INCREASE THE APPROPRIATION BY \$18,500,000 AND TO INCREASE THE AUTHORIZATION OF BONDS OR NOTES BY \$17,619,047

RESULT: **INTRODUCED [UNANIMOUS]**

Next: 1/25/2023 6:00 PM

MOVER: Amy Quinn, Deputy Mayor

SECONDER: Eileen Chapman, Councilmember

AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 6:45 PM

A motion to close the meeting was made by Council member Chapman and seconded Deputy Mayor Quinn. Meeting adjourned at 6:45 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-93

Resolution to adjust sewer charges on various accounts due to errors in NJ American Water's reported usage.



RESOLUTION NO. 2023-93

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

RESOLUTION TO ADJUST SEWER CHARGES ON VARIOUS ACCOUNTS

WHEREAS, Pursuant to N.J.S.A 40A: 5-17 the governing body of a Municipality may adopt a resolution authorizing the tax collector to make adjustments to a property owners account, and;

WHEREAS, the Tax Collector has verified with the NJ American Water Company's billing records usage for various accounts; and

WHEREAS, the Tax Collector requests to adjust sewer charges for various accounts that were not reported accurately by NJ American Water; and

THEREFORE, LET IT BE RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to do the following:

1. Bill open charges in the amount of \$92.45 for 3,000 gallons for 2022 Q4 onto account # 21000682-0, 600 Heck St, Unit 10, assessed to Zuckerman, Robert & Neumann, Grant and make due on May 1, 2023.
2. Bill open charges in the amount of \$109.05 for 7,000 gallons for 2022 Q4 onto account # 21000683-0, 600 Heck St, Unit 11, assessed to Pacheco, Thomas Paul & Cheryl Ann and make due on May 1, 2023.

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. 2023-93 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-94

Appointment of Fund Commissioner to Central Jersey Insurance Fund: Denise Callery and Donna Vieiro.

**RESOLUTION NO. 2023-94**

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

RESOLUTION TO APPOINT A FUND COMMISSIONER

BE IT RESOLVED BY the City of Asbury Park, that **Donna Vieiro** be and is hereby appointed as FUND Commissioner to the **Central Jersey Health Insurance Fund** to represent the City of Asbury Park; and

BE IT FURTHER RESOLVED THAT Denise Callery be and is hereby appointed as Alternate Fund Commissioner to the **Central Jersey Health Insurance Fund** effective **January 1, 2023**.

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. 2023-94 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-95

Appointment to Code Enforcement/Quality of Life Committee: Stephanie Ackerman



RESOLUTION NO. 2023-95

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

RESOLUTION AUTHORIZING APPOINTMENTS TO CODE ENFORCEMENT/QUALITY OF LIFE COMMITTEE

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Code Enforcement/Quality of Life Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to study existing code enforcement and quality of life issues within the City and to provide consultative and advisory assistance to Mayor and Council concerning such issues; and

WHEREAS, the Committee shall provide advice to the Mayor and Council as to short-term and long-term recommendations; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall begin January 1, 2023 and shall expire December 31, 2023; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

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

1. A “Code Enforcement/Quality of Life Committee” (the “Committee”) is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
Stephanie Ackerman	12/31/2023
3. A certified copy of this Resolution shall be provided to each member appointed and Donna Vieiro, City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-95 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-96

Payment of Bills.



RESOLUTION NO. 2023-96

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$11,773,330.26

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

CURRENT VOUCHERS	\$ 10,448,376.26
BOARD OF EDUCATION	\$ <u>1,324,954.00</u>
 TOTAL VOUCHERS	 \$ <u>11,773,330.26</u>

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-96 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK

January 18, 2023
11:54 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
2-01-20-100-000-202	ADMINISTRATION Office Supplies					
WBMASON W.B.MASON CO., INC.	22-03609 Office Supplies			59.97	0.00	
2-01-20-100-000-209	ADMINISTRATION Professional Services					
SUREN005 SURENIAN, EDWARDS & NOLAN LLC	22-03530 November 2022 RCA Fees			2,840.57	0.00	
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	22-03567 Invoice 3831 545 Lake Ave.			497.00	0.00	
BURGI005 BURGIS ASSOCIATES INC.	22-03592 Invoice 41607 Housing Plan			375.00	0.00	
				3,712.57		
2-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR KEPWEL SPRING WATER	23-00044 ACCT #117290 DECEMBER 2022			444.00	0.00	
2-01-20-100-000-244	ADMINISTRATION Quality of Life Comm.					
MAKME MR. HAPPY PARTY RENTALS	22-02842 Entertainment for QOL Event			832.00	0.00	
	Extd Total: ADMINISTRATION			5,048.54		
	Department Total: ADMINISTRATION			5,048.54		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
2-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
CRAPRI CRAFTMASTER PRINTING, INC.	22-03423 COUNCIL MEMBER NAME PLATE			22.30	0.00	
WBMASON W.B.MASON CO., INC.	22-03498 OFFICE SUPPLIES NEEDED			206.47	0.00	
				228.77		
2-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK ASBURY PARK PRESS	22-03553 APP #5517421, 5517447, 5517778			221.16	0.00	
THECOA THE NEW COASTER, LLC	22-03558 Coaster #59540			25.54	0.00	
ASBPAK ASBURY PARK PRESS	22-03563 APP #5518950			52.60	0.00	
ASBPAK ASBURY PARK PRESS	23-00105 #5534270 ORD 2022-16 12/25/22			87.80	0.00	
ASBPAK ASBURY PARK PRESS	23-00106 #5534246 ORD #2022-15 12/25/22			77.24	0.00	
				464.34		
2-01-20-120-000-238	MUNICIPAL CLERK Contractual					
PARKE005 PARKER MCCAY, PA	23-00109 INV #3156385 & 3156386 DEC '22			594.50	0.00	
	Extd Total: MUNICIPAL CLERK			1,287.61		
	Department Total: MUNIC CLERK			1,287.61		

Attachment: Bill List 1-25-23 (2023-96 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
2-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	22-02668	Finance Supplies	269.19	0.00	
WBMASON	W.B.MASON CO., INC.	22-03386	COPIER PAPER 8 1/2 X 11	413.94	0.00	
				<u>683.13</u>		
2-01-20-130-000-206	FINANCE Copier					
ATLTOM	ATLANTIC TOMORROWS OFFICE	23-00051	Contract #91908 10/1-12/31	685.11	0.00	
2-01-20-130-000-223	FINANCE Condo Reimbursements					
MONCOU9	MONMOUTH COUNCIL NO.9 CIVIL	23-00060	4th Quarter Trash Reimburse.	1,124.74	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			2,492.98		
	Department Total: FINANCE			2,492.98		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
2-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV	CDW GOVERNMENT LLC	22-03395	1c978L8 & 1c978LC PAL GYM	687.12	0.00	
AMAZO005	AMAZON.COM SERVICES	22-03403	Dec 2022 IT Accessories	428.80	0.00	
CDWGOV	CDW GOVERNMENT LLC	22-03554	Q#1C9DJGT City Manager Toner	402.62	0.00	
				<u>1,518.54</u>		
2-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
FILEB005	FILE BANK, INC.	22-03551	Oct/Nov 2022	8,177.79	0.00	
PDQCO005	PDQ.COM CORPORATION	22-03601	2022 PDQ Renewal	1,050.00	0.00	
FILEB005	FILE BANK, INC.	22-03608	INV#0115049 Dec 2022	6,257.32	0.00	
				<u>15,485.11</u>		
2-01-20-140-000-226	COMPUTER DATA PROC. Verizon Connect					
VERIZ015	VERIZON CONNECT	23-00137	INV#619000036372 DEC 2022	2,554.05	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			19,557.70		
	Department Total: COMPUTER MIS			19,557.70		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
2-01-20-145-000-209	TAX REV ADMIN Fees					
ROKIND	R.O.K. INDUSTRIES, INC.	22-03427	ONLINE TAX SALE	11,850.00	0.00	
2-01-20-145-000-216	TAX REV ADMIN Supplies-Compu.					
WBMASON	W.B.MASON CO., INC.	22-03376	Tax collector supplies 11.23	389.72	0.00	
2-01-20-145-000-217	TAX REV ADMIN Ads&Promotion					
THECOA	THE NEW COASTER, LLC	22-03131	TAX SALE ADS 11/23 & 12/1/22	80.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			12,319.72		
	Department Total: TAX REV ADMIN			12,319.72		

Attachment: Bill List 1-25-23 (2023-96 : Payment of Bills)

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Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TAX ASSESSOR Extd: TAX ASSESSOR						
2-01-20-150-000-209	TAX ASSESSOR Fees					
SHAIN005 SHAIN SCHAFFER, PC		22-03595	#10713 OCT 2022 TAX APPEAL	743.00	0.00	
	Extd Total: TAX ASSESSOR			743.00		
	Department Total: TAX ASSESSOR			743.00		
Department: DIRECTOR OF COMMUNICATIONS Extd: DIRECTOR OF COMMUNICATIONS						
2-01-20-151-000-203	DIRECTOR OF COMMUNICATIONS Calendar					
CRAPRI CRAFTMASTER PRINTING, INC.		22-03418	2023 Calendar Printing	11,429.25	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			11,429.25		
	Department Total: DIRECTOR OF COMMUNICATIONS			11,429.25		
Department: LEGAL SERVICES Extd: LEGAL SERVICES						
2-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL MARAZITI FALCON, LLP		22-03509	PROFESSIONAL SERVICES RENDERED	7,630.00	0.00	
LAWOF005 LAW OFFICE OF GENE J ANTHONY		23-00031	#20977 DECEMBER RENT LEVELING	497.10	0.00	
GENBUR GENOVA BURNS LLC		23-00147	Invoice 487306 General File	3,910.50	0.00	
				12,037.60		
	Extd Total: LEGAL SERVICES			12,037.60		
	Department Total: LEGAL SERVICES			12,037.60		
Department: APTV Extd: CABLE TV ADVISORY COMMITTEE						
2-01-20-162-000-202	APTV Equipment					
CRAPRI CRAFTMASTER PRINTING, INC.		22-03313	APTV shirts/stickers	1,473.60	0.00	
CDWGOV CDW GOVERNMENT LLC		22-03336	Memory card	89.38	0.00	
				1,562.98		
	Extd Total: CABLE TV ADVISORY COMMITTEE			1,562.98		
	Department Total: APTV			1,562.98		
Department: ENGINEER SERV Extd: ENGINEERING SERVICES						
2-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO T & M ASSOCIATES		23-00054	LAF435310 General Engineering	14,303.55	0.00	
	Extd Total: ENGINEERING SERVICES			14,303.55		
	Department Total: ENGINEER SERV			14,303.55		
	CAFR Total:			80,782.93		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
2-01-21-180-000-201	PLANNING BOARD General Plant					
CLACAN CLARKE CATON HINTZ PC	22-03590 CCH December invoices			1,285.00	0.00	
Extd Total: PLANNING BOARD				1,285.00		
Department Total: PLANNING BOARD				1,285.00		
CAFR Total:				1,285.00		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
2-01-22-200-000-202	CONSTRUCTION CODE Office Supplies					
CRAPRI CRAFTMASTER PRINTING, INC.	22-03058 BUSINESS CARDS			135.00	0.00	
Extd Total: CONSTRUCTION CODE OFFICIAL				135.00		
Department Total: CONST CODE				135.00		
CAFR Total:				135.00		
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
2-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM PMA MANAGEMENT CORPORATION	23-00008 Dec 2022 Billing Statement			49,071.76	0.00	
Extd Total: LIABILITY INSURANCE				49,071.76		
Department Total: LIAB INSURANCE				49,071.76		
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
2-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM PMA MANAGEMENT CORPORATION	23-00008 Dec 2022 Billing Statement			44,715.60	0.00	
Extd Total: WORKER'S COMPENSATION				44,715.60		
Department Total: WORKERS COMP				44,715.60		
CAFR Total:				93,787.36		
Department: POLICE						
Extd: POLICE DEPARTMENT						
2-01-25-240-000-202	POLICE Office Supplies					
CRAPRI CRAFTMASTER PRINTING, INC.	22-02977 holiday cards			245.47	0.00	
2-01-25-240-000-203	POLICE Motor Vehicle					
MELCOR AP CARWASH AND OIL CHANGE	23-00035 PD CAR WASHES 10/6 - 1/6/23			1,251.25	0.00	
2-01-25-240-000-205	POLICE Animal Control Services					
SPCA MONMOUTH COUNTY SPCA	22-03479 #2020244 OCTOBER 2022 SERVICES			4,700.00	0.00	
SPCA MONMOUTH COUNTY SPCA	22-03577 #2020801 NOVEMBER 2022 SERVICE			4,700.00	0.00	
				9,400.00		

Attachment: Bill List 1-25-23 (2023-96 : Payment of Bills)

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CITY OF ASBURY PARK
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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-25-240-000-206	POLICE Purchase of Equipment					
LAWSUP	LAWMEN SUPPLY CO. OF N.J.	22-02642	monoshock battering rams	1,041.00	0.00	
LANASO	LANIGAN ASSOCIATES. INC.	22-03494	Roadway Safety Flares for PD	<u>2,370.00</u>	0.00	
				3,411.00		
2-01-25-240-000-207	POLICE Clothing Allowance					
LANASO	LANIGAN ASSOCIATES. INC.	22-03528	SLEO 2 uniforms new hire	2,500.00	0.00	
LANASO	LANIGAN ASSOCIATES. INC.	22-03535	3 new fulltime hires	<u>4,500.00</u>	0.00	
				7,000.00		
2-01-25-240-000-211	POLICE HR Testing					
INSPSY	INSTITUTE FOR FORENSIC	22-03600	Evaluations-Psycs New Hire	1,575.00	0.00	
2-01-25-240-000-212	POLICE Dues,Subscript.					
OPTIMUM	OPTIMUM	22-03589	07866-182313-01-5 12/8 - 1/7	288.03	0.00	
2-01-25-240-000-214	POLICE Pest Control					
TERPES	THE TERMINIX INTERNATIONAL CO	22-03578	inv#427542147 pest control	219.00	0.00	
2-01-25-240-000-216	POLICE Supplies-Compu.					
MILCOM	MILLENNIUM COMMUNICATIONS	22-02359	Replacement P1447-LE	2,077.40	0.00	
2-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM	WIRELESS COMMUNICATIONS &	22-03353	#M61240 NOVEMBER 2022	1,220.00	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	22-03480	#M61267 DECEMBER 2022	<u>1,220.00</u>	0.00	
				2,440.00		
2-01-25-240-000-221	POLICE Ammunition					
EAGPOI	EAGLE POINT GUN	22-00849	AMMUNITION	14,014.80	0.00	B
2-01-25-240-000-223	POLICE Undercover					
THOWES	THOMSON WEST CUSTOMER SERVICE	22-03580	#847448575 NOV 2022 SOFTWARE	246.00	0.00	
2-01-25-240-000-234	POLICE Retirement					
LANASO	LANIGAN ASSOCIATES. INC.	22-03404	Ptl. Christie ret. badge	200.00	0.00	
	Extd Total: POLICE DEPARTMENT			42,367.95		
	Department Total: POLICE			42,367.95		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
2-01-25-265-000-202	FIRE DEPT. Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	22-01552	EST#11372 TICKET BOOKS	536.65	0.00	
2-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
MOTOR005	MOTOROLA SOLUTIONS, INC C/O	22-02387	QTE:Q51722-MR-0816-1850968	1,273.80	0.00	
GRAING	GRAINGER, INC.	22-03428	Q:2052647483 SUPPLIES NEEDED	<u>74.24</u>	0.00	
				1,348.04		
2-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
MUNIC005	MUNICIPAL EMERGENCY SERVICES	22-01452	2022 Cloth Allow-Condon	897.00	0.00	B

Attachment: Bill List 1-25-23 (2023-96 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-25-265-000-214	FIRE DEPT. Building Maintenance					
NOLGAR	NOLZE GARAGE DOOR LLC	22-02550	BLANKET PO NOT TO EXCEED	195.00	0.00	B
GRAING	GRAINGER, INC.	22-03428	Q:2052647483 SUPPLIES NEEDED	1,375.04	0.00	
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	22-03508	Q#2007826 EXTINGUISHER INSPECT	407.00	0.00	
ECOLAB	ECOLAB USA INC.	22-03568	Disinfectant Concentrate	326.76	0.00	
FISONS	FIS on Site Service LLC	22-03569	EST:E1001-8389 EGR Valve	327.29	0.00	
THEHAR	THE HARDWARE STORE	22-03572	BLANKET PO DO NOT TO EXCEED	69.99	0.00	B
				<u>2,701.08</u>		
2-01-25-265-000-222	FIRE DEPT. Training					
RESCU005	RESCUE PRODUCTS INTERNATIONAL	22-02521	NFPA 1670 TRENCH RESCUE COURSE	5,795.00	0.00	
PMCASSOC	PMC ASSOCIATES	22-02726	Quote:463763-Ambulance Radio	2,887.36	0.00	
ASHIA005	ASHI ACQUISITION COMPANY	22-03248	QUOTE#137363 CPR CERTIFICATION	169.58	0.00	
FISONS	FIS on Site Service LLC	22-03569	EST:E1001-8389 EGR Valve	1,000.00	0.00	
				<u>9,851.94</u>		
2-01-25-265-000-229	FIRE DEPT. Medical Sup.					
TEALIF	TEAM LIFE, INC.	22-02406	QUOTE# 12547 AED	1,704.00	0.00	
VERALP	V.E. RALPH & SON, INC.	22-03311	Q# 100358 GAUZE, ABD PADS, ETC	2,156.72	0.00	
TEALIF	TEAM LIFE, INC.	22-03468	Q#12937 ADULT AEDS	2,360.00	0.00	
				<u>6,220.72</u>		
2-01-25-265-000-235	FIRE DEPT. Emp.New Hires					
INSPSY	INSTITUTE FOR FORENSIC	23-00141	I#17933 L. INNOCENT EVALUATION	525.00	0.00	
2-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005	CORONIS HEALTH RCM, LLC dba	22-03541	Invoice CHRCM7379 November	6,848.16	0.00	
2-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
FIRONE	FIREFIGHTER ONE LIMITED	22-02407	QTE:00000771-SCBA Testing	1,400.00	0.00	
GRAING	GRAINGER, INC.	22-03428	Q:2052647483 SUPPLIES NEEDED	429.38	0.00	
ASBAUT	ASBURY AUTO TOPS, INC.	22-03507	Q#0562 REPAIR 8356 SEAT COVER	100.00	0.00	
				<u>1,929.38</u>		
	Extd Total: FIRE DEPARTMENT			30,857.97		
	Department Total: FIRE DEPT.			30,857.97		
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
2-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	22-03559	prosecutor fees dec 2023	4,550.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			4,550.00		
	Department Total: PROSECUTOR			4,550.00		
	CAFR Total:			77,775.92		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
2-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
ALLDIE	ALLIED DIESEL SERVICE, INC.	22-00748	various truck parts	616.47	0.00	B
PARSTE	PARK STEEL & IRON COMPANY	22-01951	WELDING SUPPLIES AS NEEDED	300.00	0.00	B

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-26-290-000-203	STREETS & ROAD	Motor Vehicle	Continued			
CHEVAL	CHEVAL	CHERRY VALLEY TRACTOR SALES	22-02057 AUTOPARTS BLANKET	1,048.35	0.00	
EASAUT	EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-02593 NEW BLANKET FOR VARIOUS PARTS	285.24	0.00	B
CENTJER	CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	22-02605 NEW BLANKET FOR VARIOUS PARTS	329.75	0.00	B
SEAFOR	SEAFOR	SEA BREEZE FORD INC.	22-02674 NEW BLANKET FOR VARIOUS PARTS	478.55	0.00	B
SEAFOR	SEAFOR	SEA BREEZE FORD INC.	22-03106 NEW BLANKET FOR VARIOUS PARTS	933.91	0.00	B
WETIMM	WETIMM	W.E. TIMMERMAN COMPANY, INC.	22-03391 ELGIN SWEEPER REPAIRS NEEDED	7,334.10	0.00	
VERME005	VERME005	VERMEER NORTH ATLANTIC SALES &	22-03537 DPW WOOD CHIPPER CUTTING BLADE	263.60	0.00	
ALTIND	ALTIND	ALTEC INDUSTRIES, INC.	22-03548 DPW #12 BUCKET BOOM EXT.SWITCH	97.89	0.00	
ALLDIE	ALLDIE	ALLIED DIESEL SERVICE, INC.	22-03581 PARTS FOR SALT SPREADER DPW51	1,103.70	0.00	
EASAUT	EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-03596 VARIOUS PARTS	1,418.89	0.00	B
WARGEN	WARGEN	WARSHAUER GENERATOR, LLC	22-03598 #82836 SERVICE ON GENERATOR	202.00	0.00	
MELCOR	MELCOR	AP CARWASH AND OIL CHANGE	23-00034 DPW CAR WASHES 10/21 - 12/29	43.75	0.00	
SEAWEL	SEAWEL	SEABOARD WELDING SUPPLY, INC.	23-00131 CYLINDER/HAZMAT CHARGES	331.50	0.00	
				14,787.70		
2-01-26-290-000-205	STREETS & ROAD	Snowstorm Expenses				
MONM0015	MONM0015	MONMOUTH COUNTY PUBLIC WORKS &	23-00126 INV# 003-2022-01 12/15/22	300.01	0.00	
2-01-26-290-000-215	STREETS & ROAD	Misc. Hardware				
RILOUT	RILOUT	RILEIGHS OUTDOOR DECOR	22-02768 Christmas Lights	1,433.00	0.00	
2-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
ALFIRE	ALFIRE	ALLIED FIRE & SAFETY	22-03116 INV #SM99283 SPRINKLER INSPECT	855.00	0.00	
PRESPE	PRESPE	PREVENTION SPECIALISTS, INC.	22-03552 INVOICE #33120 TESTING 12/1/22	102.00	0.00	
CINCOR	CINCOR	CINTAS CORPORATION NO 2	22-03555 restock medical cabinet	86.86	0.00	
TERPES	TERPES	THE TERMINIX INTERNATIONAL CO	22-03576 monthly pest control	378.00	0.00	
OPTIMUM	OPTIMUM	OPTIMUM	22-03579 #07866-197754-01-4 12/15-1/14	156.51	0.00	
				1,578.37		
2-01-26-290-000-222	STREETS & ROAD	Training				
ROBBIA	ROBBIA	ROBERT BIANCHINI	22-03575 reimbursement hotel NJLM	173.00	0.00	
2-01-26-290-000-234	STREETS & ROAD	Road Supplies				
RILOUT	RILOUT	RILEIGHS OUTDOOR DECOR	22-03301 c-7 Cool white Lightbulbs	595.00	0.00	
		Extd Total: STREETS & ROADS MAINTENANCE		18,867.08		
		Department Total: STREETS & ROAD		18,867.08		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
2-01-26-305-000-209	SOLID WASTE	Fees				
MASREC	MASREC	MAZZA RECYCLING SERVICES, LTD.	22-03470 INVOICE #649066 & #649437	13,124.32	0.00	
OHAG	OHAG	OHAGAN NURSERY COMPOST DIVISIO	22-03471 #AP11252022 LEAF DISPOSAL	822.00	0.00	
OHAG	OHAG	OHAGAN NURSERY COMPOST DIVISIO	22-03503 DISPOSAL OF LEAVES BLANKET NTE	5,866.00	0.00	B
DELDEM	DELDEM	DELISA DEMOLITION, INC.	22-03519 CONSTRUCTION DEBRI 12/5 & 12/7	3,592.80	0.00	
DELDEM	DELDEM	DELISA DEMOLITION, INC.	22-03556 haul fee, const /bulk	3,672.45	0.00	
DELDEM	DELDEM	DELISA DEMOLITION, INC.	22-03562 tipping fees Dec. 1- 15, 2022	26,812.87	0.00	

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-26-305-000-209	SOLID WASTE Fees		Continued			
DELDEM DELISA DEMOLITION, INC.		22-03587	CONSTRUCTION DEBRIS 12/16/22	<u>2,101.50</u>	0.00	
				55,991.94		
	Extd Total: SOLID WASTE COLLECTION			55,991.94		
	Department Total: SOLID WASTE			55,991.94		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
2-01-26-310-000-202	BUILDING & GND Janitorial Supplies					
ATRAJ005 ATRA JANITORIAL SUPPLY CO. INC		22-02817	janitorial supplies City Hall	2,674.45	0.00	
2-01-26-310-000-203	BUILDING & GND Misc. Hardware					
THEHAR THE HARDWARE STORE		22-02971	Misc Shop Supplies	171.34	0.00	B
2-01-26-310-000-204	BUILDING & GND Building Supplies					
KEMFLA KEMPTON FLAG LLC		23-00089	INVOICE #22029 FLAGS 12/19/22	479.84	0.00	
2-01-26-310-000-218	BUILDING & GND Contract.Serv.					
DOOJOC DOOR JOCKEY, INC.		22-03492	Open PO Reception Door Repair	2,765.00	0.00	
SEAFIR SEABOARD FIRE & SAFETY EQUIP.		23-00130	#19905473 EXTINGUISHER INSP	<u>440.00</u>	0.00	
				3,205.00		
	Extd Total: BUILDINGS & GROUNDS			6,530.63		
	Department Total: BUILDING & GND			6,530.63		
	CAFR Total:			81,389.65		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
2-01-27-345-000-212	SOCIAL SERVICES Dues & Subscriptions					
CRAPRI CRAFTMASTER PRINTING, INC.		22-03489	Business Cards	314.00	0.00	
2-01-27-345-000-218	SOCIAL SERVICES Contract Services					
VISNUR VISITING NURSES ASSN. OF CENTR		22-03515	Nursing Services Sept & Oct	13,940.00	0.00	
	Extd Total: SOCIAL SERVICES:			14,254.00		
	Department Total: PUBLIC ASST			14,254.00		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
2-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
OPTIMUM OPTIMUM		22-03566	Cable #07866-196932-01-7	8.34	0.00	
2-01-27-350-000-205	SENIOR CENTER Recreation & Social					
BODYB005 BODY BY BEY		22-03061	4th Quarter Oct,Nov, Dec 2022	225.00	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-27-350-000-205 TARFEE TARA FEELEY ENTERTAINMENT	SENIOR CENTER Recreation & Social 22-03261 Holiday Party Entertainment	Continued		300.00 525.00	0.00	
	Extd Total: SENIOR CENTER			533.34		
	Department Total: SENIOR CENTER			533.34		
	CAFR Total:			14,787.34		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
2-01-28-370-000-012 GRAING GRAINGER, INC.	RECREATION Seasonal 22-03604 water station for boxing gym			1,267.14	0.00	
2-01-28-370-000-206 SAHSAM SAHARA SAMS OASIS & OUTDOOR	RECREATION Summer Camp 22-01685 summer camp			1,499.40	0.00	
2-01-28-370-000-211 FITLIF FITNESS LIFESTYLES	RECREATION Police Athletic League 22-03438 boxing gym equipment			3,249.00	0.00	
CDWGOV CDW GOVERNMENT LLC	22-03455 boxing gym COMPUTER			2,060.41	0.00	
FITLIF FITNESS LIFESTYLES	22-03497 boxing gym flooring			9,796.25	0.00	
				15,105.66		
2-01-28-370-000-213 ADPIMP ADPRO IMPRINTS, INC.	RECREATION Ambassador Program 22-03605 balance due- summer camp shirt			27.55	0.00	
2-01-28-370-000-294 WBMASON W.B.MASON CO., INC.	RECREATION Vehicle Maint. 22-03209 office supplies			277.51	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			18,177.26		
	Department Total: RECREATION			18,177.26		
	CAFR Total:			18,177.26		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
2-01-31-435-435-299 NJNATU N.J. NATURAL GAS CO.	LIGHT, HEAT & POWER Misc. 22-03610 #07-3132-2420-30 11/10-12/13			3,668.17	0.00	
NJAMER N.J. AMERICAN WATER CO.	23-00053 #1018-210043098429 12/3-1/4			1,712.56	0.00	
JCPL JCPL	23-00056 #100 015 500 489 10/25-12/27			8,965.17	0.00	
NJAMER N.J. AMERICAN WATER CO.	23-00133 #1018-210024807240 12-3-1/4			945.98	0.00	
NJAMER N.J. AMERICAN WATER CO.	23-00153 #1018-210025994611 12/3-1/4			99.30	0.00	
				15,391.18		
	Extd Total: LIGHT,HEAT,POW			15,391.18		
Extd: STREET/TRAFFIC						
2-01-31-435-436-299 JCPL JCPL	STREET&TRAFFIC LIGHTING Misc. 22-03571 #100 013 520 380 11/18-12/16			19,319.52	0.00	
JCPL JCPL	22-03607 #100 101 775 961 11/23-12/21			1,278.38	0.00	
JCPL JCPL	23-00016 #200 000 001 293 MASTER ACCT			1,012.56	0.00	

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2-01-31-435-436-299 JCPL JCPL	STREET&TRAFFIC LIGHTING Misc.	23-00056	Continued #100 015 500 489 10/25-12/27	7,202.97 28,813.43	0.00	
	Extd Total: STREET/TRAFFIC			28,813.43		
	Department Total: LIGHTING			44,204.61		
Department: TELEPHONE						
Extd: TELEPHONE						
2-01-31-440-000-299	TELEPHONE Misc.					
MONINT	MONMOUTH INTERNET CORPORATION	22-03446	INVOICE #337155-M DEC 2022	3,556.62	0.00	
ATLLC	AT&T MOBILITY LLC	22-03583	#287315151017 11/12-12/11	493.08	0.00	
ATLLC	AT&T MOBILITY LLC	22-03588	#287284936037 11/12-12/11	946.28	0.00	
ATLLC	AT&T MOBILITY LLC	22-03591	#287284651437 11/12-12/11	3,373.39	0.00	
VERIZON	VERIZON WIRELESS	23-00132	#342269861-00001 12/5-1/4	1,899.21 10,268.58	0.00	
	Extd Total: TELEPHONE			10,268.58		
	Department Total: TELEPHONE			10,268.58		
Department: GASOLINE						
Extd: GASOLINE						
2-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	22-03557	2,708.5 gal unleaded fuel	6,119.04	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	22-03586	#23887 DIESEL FUEL 12/1/22	2,314.77	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	23-00083	DPW FUEL CHARGES	9,512.67	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	23-00127	#12373 & #26822 FUEL	7,512.81 25,459.29	0.00	
	Extd Total: GASOLINE			25,459.29		
	Department Total: GASOLINE			25,459.29		
	CAFR Total:			79,932.48		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
2-01-43-490-000-212	MUNIC COURT Dues,Subscript.					
LAWDIA	LAWYERS DIARY AND MANUAL LLC	22-01832	lawyers diary 2023	125.25	0.00	
2-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	22-03561	spanish court interpreter	206.25	0.00	
	Extd Total: MUNICIPAL COURT			331.50		
	Department Total: MUNIC COURT			331.50		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PUBLIC DEFEND. Extd: PUBLIC DEFENDER						
2-01-43-495-000-021	Fees					
THELA010	THE LAW OFFICE OF MATTHEW SAGE	22-03560	public defender fees dec 2023	1,500.00	0.00	
	Extd Total: PUBLIC DEFENDER			1,500.00		
	Department Total: PUBLIC DEFEND.			1,500.00		
	CAFR Total:			1,831.50		
CAFR: CURRENT FUND NON BUDGET ACCTS: Department: TAXES PAYABLE: Extd: TAXES PAYABLE:						
2-01-55-001-000-011	ACCOUNTS PAYABLE					
EAGPOI	EAGLE POINT GUN	20-03248	Ammunition Needed For Firearms	352.00	0.00	B
2-01-55-001-000-023	RAB PILOT - Due to Trustee					
USBANK	US BANK OPERATIONS CTR.	23-00038	4th Qtr RAB PILOT DUE TRUSTEE	206,250.68	0.00	
	Extd Total: TAXES PAYABLE:			206,602.68		
	Department Total: TAXES PAYABLE:			206,602.68		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			206,602.68		
	Fund Total: CURRENT			656,487.12		
Fund: BEACH Department: UTILITY OE Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
2-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	22-03571	#100 013 520 380 11/18-12/16	232.30	0.00	
NJAMER	N.J. AMERICAN WATER CO.	23-00053	#1018-210043098429 12/3-1/4	319.12	0.00	
JCPL	JCPL	23-00056	#100 015 500 489 10/25-12/27	94.46	0.00	
				645.88		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			645.88		
	Department Total: UTILITY OE			645.88		
2-05-55-546-000-905	BEACH UTILITY O/E: Boardwalk Repairs					
CAPEL005	CAPELA CONSTRUCTION, INC.	22-01316	BOARDWALK DECKING & REMOVAL	642,960.00	0.00	B
	Extd Total:			642,960.00		
	Department Total:			642,960.00		
	CAFR Total:			643,605.88		
	Fund Total: BEACH			643,605.88		
Fund: TRANSPORTATION UTILITY: BUDGET: Department: UTILITY OE Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
2-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
KEPSPR	KEPWEL SPRING WATER	23-00044	ACCT #117290 DECEMBER 2022	12.00	0.00	

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2-06-55-502-000-207 OPTIMUM OPTIMUM	TRANS.UTILITY O/E: Internet	23-00075	#07866-196915-01-3 12/15 -1/14	141.39	0.00	
2-06-55-502-000-208 PASPOR PASSPORT LABS, INC. PASPOR PASSPORT LABS, INC.	TRANS.UTILITY O/E: Parking Permits	22-03602 23-00062	INV1035224 NOV 2022 PERMITS INV1035542 Dec 2022 Permits	183.50 308.80 <u>492.30</u>	0.00 0.00	
2-06-55-502-000-212 IPSGRO IPS GROUP, INC.	TRANS.UTILITY O/E: Parking Meter Supply	23-00064	INV79832 12/22 DMS Fees	7,557.00	0.00	
2-06-55-502-000-213 PAYBY005 PAYBYPHONE TECHNOLOGIES, INC. PARKM005 PARKMOBILE USA, LLC PAYBY005 PAYBYPHONE TECHNOLOGIES, INC. PARKM005 PARKMOBILE USA, LLC	TRANS.UTILITY O/E: Mobile App Fees	22-03573 22-03574 23-00063 23-00148	INV5512 Nov22 Transactions INV31184 End User Fees Nov22 INV5825 12-2022 Transactions INV31584 ParkMobile 12/22	103.14 4,827.60 100.98 <u>4,790.00</u> 9,821.72	0.00 0.00 0.00 0.00	
2-06-55-502-000-226 WARSH005 WARSHAUER ELECTRIC SUPPLY	TRANS.UTILITY OE Park Lighting	22-00276	SUNSET PARK COMPLETE LIGHTS	68,333.33	0.00	
2-06-55-502-000-228 DYNAM005 DYNAMIC TRAFFIC, LLC	TRANSPORT. UTILITY OE Engineering Fees	22-03584	Reso 2022-50 traffic projects	6,122.50	0.00	B
2-06-55-502-000-229 ATRAJ005 ATRA JANITORIAL SUPPLY CO. INC	TRANSPORT. UTILITY OE JANITORIAL	22-02854	Janitorial supplies Trans Cent.	1,502.72	0.00	
Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:				93,982.96		
Department Total: UTILITY OE				93,982.96		
CAFR Total:				93,982.96		
Fund Total: TRANSPORTATION UTILITY: BUDGET:				93,982.96		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
2-07-55-502-000-205 PILELE PILOT ELECTRIC COMPANY, INC. DEREXC DERASMO EXCAVATING LLC	SEWER UTILITY O/E: Repairs	22-03420 22-03544	Seal kits for Boiler Pumps sewer repair broken 6" Main	1,370.00 <u>5,500.00</u> 6,870.00	0.00 0.00	
2-07-55-502-000-209 LYONS005 LYONS ENVIRONMENTAL SERVICES	SEWER UTILITY O/E: Fees	22-03453	#APSA1122 WWTP TESTING	870.00	0.00	
2-07-55-502-000-211 NJNATU N.J. NATURAL GAS CO. NJAMER N.J. AMERICAN WATER CO. JCPL JCPL	SEWER UTILITY O/E: Light & Power	22-03610 23-00053 23-00056	#07-3132-2420-30 11/10-12/13 #1018-210043098429 12/3-1/4 #100 015 500 489 10/25-12/27	13,827.59 953.10 <u>30,172.15</u> 44,952.84	0.00 0.00 0.00	
2-07-55-502-000-218 TMASSO T & M ASSOCIATES GENINC GENSERVE, LLC	SEWER UTILITY O/E: Contract Services	22-00453 22-02677	WWTP GAS GENERATOR SERVICES #0307552-IN EMER. SERVICE 8/31	5,516.37 <u>1,050.00</u>	0.00 0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-07-55-502-000-218 KEPSPR KEPWEL SPRING WATER	SEWER UTILITY O/E: Contract Services Continued	23-00044	ACCT #117290 DECEMBER 2022	12.00 6,578.37	0.00	
2-07-55-502-000-220 NJAMER N.J. AMERICAN WATER CO.	SEWER UTILITY O/E: Accounting	22-03565	Data Usage 4000249220	396.38	0.00	
NJAMER N.J. AMERICAN WATER CO.		23-00145	Data usage 4000251301 NOV 2022	398.60 794.98	0.00	
2-07-55-502-000-224 PASVAL PASSAIC VALLEY SEWERAGE COM.	SEWER UTILITY O/E: Sludge Removal	22-03506	INVOICE #521252 NOVEMBER 2022	10,591.00	0.00	
2-07-55-502-000-230 UNIVAR UNIVAR SOLUTIONS USA, INC.	SEWER UTILITY O/E: Hypochlorite	22-03585	INVOICE #50798665 DEC 2022	1,400.80	0.00	
UNIVAR UNIVAR SOLUTIONS USA, INC.		23-00121	INVOICE #50813771 DECEMBER '22	4,105.35 5,506.15	0.00	
2-07-55-502-000-234 TMASSO T & M ASSOCIATES	UTILITY OE ARP Funds	22-00452	MEMORIAL DR SEWER REPLACEMENT	1,260.06	0.00	B
ENG005 ENGENUITY INFRASTRUCTURE		22-00828	WWTP REVIEW & ALTERNATIVES	37,157.15	0.00	B
TMASSO T & M ASSOCIATES		22-02631	LSRP SERVICES SEWER PLANT UST	2,243.00 40,660.21	0.00	B
2-07-55-502-000-242 WARGEN WARSHAUER GENERATOR, LLC	SEWER UTILITY O/E: Capital Outlay	22-00450	500KW GAS GENERATOR @ SEWER	49,000.00	0.00	B
WARGEN WARSHAUER GENERATOR, LLC		22-02010	INSTALLATION OF GENERATOR WWTP	297,160.00 346,160.00	0.00	B
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				462,983.55		
Department Total: UTILITY OE				462,983.55		
CAFR Total:				462,983.55		
Fund Total: SEWER UTILITY: BUDGET:				462,983.55		
Year Total:				1,857,059.51		
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
3-01-20-100-000-212 ASCAP ASCAP	ADMINISTRATION Dues, Licenses	23-00026	#100006019207 License Fee 2023	420.00	0.00	
Extd Total: ADMINISTRATION				420.00		
Department Total: ADMINISTRATION				420.00		
Department: MAYOR/COUNCIL						
Extd: MAYOR & COUNCIL						
3-01-20-110-000-299 NJCONF NJ CONFERENCE OF MAYOR'S	MAYOR & COUNCIL Misc.	23-00108	Mayor Moor NJCM 2023 Dues	510.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-110-000-299	MAYOR & COUNCIL Misc.		Continued			
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	23-00110 ORIENTATION FOR MUN. OFFICIALS			130.00	0.00	
				640.00		
	Extd Total: MAYOR & COUNCIL			640.00		
	Department Total: MAYOR/COUNCIL			640.00		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
3-01-20-120-000-212	MUNICIPAL CLERK Dues,Licenses					
REGASO REGISTRARS' ASSOCIATION OF NJ	23-00071 NJRA 2023 Dues			50.00	0.00	
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	23-00081 INV #13MLK23 2023 MEMBERSHIP			1,200.00	0.00	
				1,250.00		
3-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA THE NEW COASTER, LLC	23-00107 INVOICE #59624 1/5/23 ADS			232.86	0.00	
3-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC GRANICUS, LLC	23-00069 INVOICE #160426 JANUARY 2023			706.20	0.00	
	Extd Total: MUNICIPAL CLERK			2,189.06		
	Department Total: MUNIC CLERK			2,189.06		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
3-01-20-130-000-202	FINANCE Office Supplies					
WBMASON W.B.MASON CO., INC.	23-00002 8.5 X 11 COPY PAPER			689.90	0.00	
3-01-20-130-000-205	FINANCE Ads					
ASBPAK ASBURY PARK PRESS	23-00020 2023 PRINTING SERVICES NTB			67.56	0.00	
3-01-20-130-000-206	FINANCE Copier					
MUNCAP MUNICIPAL CAPITAL CORPORATION	23-00022 PAYMNET 2 OF 6 TAX COPIER			230.74	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	23-00024 PAYMNET 3 OF 6 TAX COPIER			230.74	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	23-00048 #40109271 Contract #2 of 60			318.73	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE	23-00051 Contract #91908 10/1-12/31			400.00	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	23-00135 #40044558 Contract 59 OF 60			3,106.08	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	23-00151 #40110340 Contract #2 OF 60			461.48	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	23-00152 #40109271 Contract #3 of 60			318.73	0.00	
				5,066.50		
3-01-20-130-000-209	FINANCE Fees					
GREFIN GREATAMERICA FINANCIAL SVCS.	23-00018 #32905956 & 33108105 JAN & FEB			679.00	0.00	
3-01-20-130-000-212	FINANCE Dues,Subscript.					
MONTAX01 MONMOUTH & OCEAN COUNTIES TAX	23-00073 2023 Membership Dues J. BOOS			80.00	0.00	

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3-01-20-130-000-212	FINANCE Dues,Subscript.		Continued			
GFOA	G.F.O.A. OF NJ	23-00111	2023 Membership Dues J. BOOS	90.00	0.00	
				170.00		
	Extd Total: FINANCIAL ADMINISTRATION			6,672.96		
	Department Total: FINANCE			6,672.96		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
3-01-20-145-000-212	TAX REV ADMIN Dues,Subscript.					
TCTAMEM	TCTANJ MEMBER SERVICES	23-00010	MICHAEL J. SCHNURR MEMBERSHIP	100.00	0.00	
MONTAX01	MONMOUTH & OCEAN COUNTIES TAX	23-00085	2023 MEMBERSHIP MJS, PM, & CC	240.00	0.00	
TCTAMEM	TCTANJ MEMBER SERVICES	23-00086	MEMBERSHIP PATRICIAMARTUSCELLI	100.00	0.00	
				440.00		
	Extd Total: TAX REVENUE ADMINISTRATION			440.00		
	Department Total: TAX REV ADMIN			440.00		
	CAFR Total:			10,362.02		
Department: Planning Department						
Extd: Planning Department						
3-01-21-179-000-207	PLANNING DEPT. Training/Cert.					
NJPLAN	THE NJ PLANNING OFFICIALS,INC.	23-00007	NJPO dues 2023 and class	370.00	0.00	
3-01-21-179-000-210	PLANNING DEPT. Zoning Board Fees					
NJPLAN	THE NJ PLANNING OFFICIALS,INC.	23-00007	NJPO dues 2023 and class	127.00	0.00	
NJPLAN	THE NJ PLANNING OFFICIALS,INC.	23-00117	082022963 Class Michael Goonan	127.00	0.00	
				254.00		
	Extd Total: Planning Department			624.00		
	Department Total: Planning Department			624.00		
	CAFR Total:			624.00		
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
3-01-23-210-000-209	LIABILITY INSURANCE Fees					
NJINT	NJ INTERGOVERNMENTAL INS. FUND	23-00144	February Liability Ins. Prem.	221,672.85	0.00	
	Extd Total: LIABILITY INSURANCE			221,672.85		
	Department Total: LIAB INSURANCE			221,672.85		
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
3-01-23-215-000-209	WORKER'S COMPENSATION Fees					
NJINT	NJ INTERGOVERNMENTAL INS. FUND	23-00144	February Liability Ins. Prem.	99,592.15	0.00	
	Extd Total: WORKER'S COMPENSATION			99,592.15		
	Department Total: WORKERS COMP			99,592.15		
	CAFR Total:			321,265.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: POLICE						
Extd: POLICE DEPARTMENT						
3-01-25-240-000-203	POLICE Motor Vehicle					
MELCOR	AP CARWASH AND OIL CHANGE	23-00035	PD CAR WASHES 10/6 - 1/6/23	87.50	0.00	
	Extd Total: POLICE DEPARTMENT			87.50		
	Department Total: POLICE			87.50		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
3-01-25-265-000-214	FIRE DEPT. Building Maintenance					
THEHAR	THE HARDWARE STORE	23-00068	INV#1572387 OIL MULTI-PURPOSE	7.29	0.00	
3-01-25-265-000-270	FIRE DEPT. Pest Control					
WESPE	WESTERN PEST SERVICES	23-00070	INV# 8162545 JANUARY 2023	120.00	0.00	
	Extd Total: FIRE DEPARTMENT			127.29		
	Department Total: FIRE DEPT.			127.29		
	CAFR Total:			214.79		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
3-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
NORSWE	NORTHEAST SWEEPERS & RENTALS,	23-00003	PARTS NEEDED RAVO ST. SWEEPER	333.40	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	23-00006	POLICE CAR #19 AND #83	266.01	0.00	
				599.41		
3-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
CINCOR	CINTAS CORPORATION NO 2	23-00076	#9206374464 JAN AED AGREEMENT	99.00	0.00	
SCHELE	SCHINDLER ELEVATOR CORP.	23-00128	#8106144235 01/01/23-03/31/23	452.63	0.00	
				551.63		
	Extd Total: STREETS & ROADS MAINTENANCE			1,151.04		
	Department Total: STREETS & ROAD			1,151.04		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
3-01-26-310-000-204	BUILDING & GND Building Supplies					
OPTIMUM	OPTIMUM	23-00142	#07866-183188-01-1 1/8-2/7	31.25	0.00	
3-01-26-310-000-205	BUILDING & GND Electrical Supplies					
MONARCH	MONARCH ELECTRIC COMPANY	23-00079	TRANPORTATION CENTER -ELECTRIC	24.43	0.00	
	Extd Total: BUILDINGS & GROUNDS			55.68		
	Department Total: BUILDING & GND			55.68		
	CAFR Total:			1,206.72		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TELEPHONE						
Extd: TELEPHONE						
3-01-31-440-000-299	TELEPHONE Misc.					
MONINT	MONMOUTH INTERNET CORPORATION	23-00011	INVOICE #337995-M JANUARY 2023	3,583.32	0.00	
VERZON	VERIZON BUSINESS	23-00015	#152 069 551 0001 78 1/4-2/3	124.99	0.00	
				3,708.31		
	Extd Total: TELEPHONE			3,708.31		
	Department Total: TELEPHONE			3,708.31		
	CAFR Total:			3,708.31		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
3-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	23-00030	January 2023 School Tax	1,324,954.00	0.00	
3-01-55-001-000-011	ACCOUNTS PAYABLE					
MUNIC005	MUNICIPAL EMERGENCY SERVICES	21-01117	2021 Cloth Allow-Stephens	898.14	0.00	B
EAGPOI	EAGLE POINT GUN	21-01209	Ammunition for Firearms	7,136.30	0.00	B
				8,034.44		
	Extd Total: TAXES PAYABLE:			1,332,988.44		
	Department Total: TAXES PAYABLE:			1,332,988.44		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			1,332,988.44		
	Fund Total: CURRENT			1,670,369.28		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
3-06-55-502-000-204	TRANS.UTILITY O/E: Copy/Reproduction					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	23-00135	#40044558 Contract 59 OF 60	161.68	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			161.68		
	Department Total: UTILITY OE			161.68		
3-06-55-599-000-299	ACCRUED INTEREST ON BONDS & NOTES					
DEPTRU	DEPOSITORY TRUST COMPANY	23-00037	BAN Payment DUE - 01/19/23	65,000.00	0.00	
	Extd Total:			65,000.00		
	Department Total:			65,000.00		
	CAFR Total:			65,161.68		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			65,161.68		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
3-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment					
MCMCAR	MCMASTER-CARR SUPPLY CO.	23-00005	#90768845 LITHIUM D BATTERIES	359.53	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-07-55-502-000-209	SEWER UTILITY O/E: Fees					
NJEIT NJ ENVIRON.INFRA.TRUST		23-00028	NJEIT-Principal/Interest/Admin	9,742.50	0.00	
3-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
CERID005 CERIDA INVESTMENT CORP.		23-00077	#127-23774 JANUARY 2023	164.43	0.00	
THECOA THE NEW COASTER, LLC		23-00107	INVOICE #59624 1/5/23 ADS	63.36	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		23-00135	#40044558 Contract 59 OF 60	82.58	0.00	
				310.37		
3-07-55-502-000-242	SEWER UTILITY O/E: Capital Outlay					
WARGEN WARSHAUER GENERATOR, LLC		22-02010	INSTALLATION OF GENERATOR WWTP	4,000.00	0.00	B
3-07-55-502-000-259	SEWER UTILITY O/E: Pmt.of Bond Principal					
NJEIT NJ ENVIRON.INFRA.TRUST		23-00028	NJEIT-Principal/Interest/Admin	237,509.57	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			251,921.97		
	Department Total: UTILITY OE			251,921.97		
3-07-55-599-000-299	ACCRUED INTEREST ON BONDS & NOTES					
NJEIT NJ ENVIRON.INFRA.TRUST		23-00028	NJEIT-Principal/Interest/Admin	45,211.52	0.00	
DEPTRU DEPOSITORY TRUST COMPANY		23-00037	BAN Payment DUE - 01/19/23	5,855.09	0.00	
				51,066.61		
	Extd Total:			51,066.61		
	Department Total:			51,066.61		
	CAFR Total:			302,988.58		
	Fund Total: SEWER UTILITY: BUDGET:			302,988.58		
	Year Total:			2,038,519.54		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-007	Section 20 Soft Costs					
TMASSO T & M ASSOCIATES		22-03021	2022 VARIOUS ROADWAYS & SIDE-	12,368.00	0.00	B
ACAFGI ACACIA FINANCIAL GROUP, INC.		22-03593	2022 Bond Sale Fees	2,109.97	0.00	
				14,477.97		
	Extd Total: Ord. 2017-2 Various Capital Improvements			14,477.97		
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001	Section 20 Costs					
SHOPOI SHORE POINT ARCHITECTURE,PA		21-01208	ENGINEERING SERVICES NEW FIRE	34,642.20	0.00	B
TMASSO T & M ASSOCIATES		21-02853	FIRE DEPARTMENT HEADQUARTERS	12,551.82	0.00	B
				47,194.02		
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			47,194.02		
Extd:	Ord. 2021-36 Various Capital Improv.					
C-04-55-998-182-004	IT Equipment					
NEWIRON NEWARK IRONBOUND ELECTRICAL		22-03098	City Hall Sign Electrical	1,312.39	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-04-55-998-182-005	Police Equipment and Vehicles					
EASTC	EAST COAST EMERGENCY LIGHTING, 21-03197 LIGHTING, INSTALLATION, PAINT			34,466.06	0.00	
	Extd Total: Ord. 2021-36 Various Capital Improv.			35,778.45		
	Department Total:			97,450.44		
	CAFR Total:			97,450.44		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			97,450.44		
Fund:	SEWER CAPITAL FUND BUDGET:					
C-08-55-001-000-001	BOND ANTICIPATION NOTES PROCEEDS					
DEPTRU	DEPOSITORY TRUST COMPANY 23-00037 BAN Payment DUE - 01/19/23			585,510.00	0.00	
	Extd Total:			585,510.00		
	Department Total:			585,510.00		
	CAFR Total:			585,510.00		
	Fund Total: SEWER CAPITAL FUND BUDGET:			585,510.00		
Fund:	PARKING CAPITAL					
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES 20-03383 Reso 2020-303 Memorial Dr.			2,246.66	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			2,246.66		
	Department Total: Ord. 2020-8 Memorial Drive Paving			2,246.66		
Department:	Ord. 2020-24 Bond Street Improvements					
Extd:	Ord. 2020-24 Bond Street Improvements					
C-09-17-907-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES 20-03381 Reso 2020-302 Bond St. Improv			12,469.98	0.00	B
ACAFGI	ACACIA FINANCIAL GROUP, INC. 22-03593 2022 Bond Sale Fees			10,390.03	0.00	
				22,860.01		
	Extd Total: Ord. 2020-24 Bond Street Improvements			22,860.01		
	Department Total: Ord. 2020-24 Bond Street Improvements			22,860.01		
Department:	Ord. 2022-8 Various Rd. Improvements					
Extd:	Ord. 2022-8 Various Rd. Improvements					
C-09-17-909-000-904	Section 20 Costs					
TMASSO	T & M ASSOCIATES 22-01654 MONROE, COMSTOCK & EIGHT ROADS			39,383.11	0.00	B
	Extd Total: Ord. 2022-8 Various Rd. Improvements			39,383.11		
	Department Total: Ord. 2022-8 Various Rd. Improvements			39,383.11		
	CAFR Total:			64,489.78		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-09-55-001-000-001	BOND ANTICIPATION NOTES PROCEEDS					
DEPTRU	DEPOSITORY TRUST COMPANY	23-00037	BAN Payment DUE - 01/19/23	6,500,000.00	0.00	
	Extd Total:			6,500,000.00		
	Department Total:			6,500,000.00		
	CAFR Total:			6,500,000.00		
	Fund Total: PARKING CAPITAL			6,564,489.78		
	Year Total:			7,247,450.22		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-014-214	Recycling Tonnage Program - 2014					
CRAPRI	CRAFTMASTER PRINTING, INC.	22-03418	2023 Calendar Printing	3,809.75	0.00	
	Extd Total:			3,809.75		
	Department Total:			3,809.75		
G-02-43-950-021-200	Clean Communities Grant					
ADPIMP	ADPRO IMPRINTS, INC.	23-00036	#41075 EMBROIDERED NAME &TITLE	21.00	0.00	
	Extd Total:			21.00		
	Department Total:			21.00		
G-02-43-956-022-202	Senior Center Grant					
CDWGOV	CDW GOVERNMENT LLC	22-03339	Computers for Senior Center	5,330.36	0.00	
HALBRA	HALO BRANDED SOLUTIONS, INC.	22-03378	Bags for Seniors	760.51	0.00	
4IMPRINT	4IMPRINT	22-03432	Shirts for the Sr Ctr	341.42	0.00	
				6,432.29		
G-02-43-956-022-203	Mental Health Grant					
HOMDRU	HOME DRUG PHARMACY	22-03294	Diabetes Meters	30.00	0.00	
G-02-43-956-022-204	Redeveloper's Contribution Police					
INSPSY	INSTITUTE FOR FORENSIC	22-03600	Evaluations-Psycs New Hire	3,800.00	0.00	
G-02-43-956-022-206	ARP Funding					
ARCAR005	ARCARI & IOVINO ARCHITECTS, PC	22-00891	TRANSPORTATION RENOVATIONS	2,460.00	0.00	B
G-02-43-956-022-213	Safe Routes to Transit Grant					
TMASSO	T & M ASSOCIATES	22-02806	SAFE ROUTES TO TRANSIT	2,427.00	0.00	B
	Extd Total:			15,149.29		
	Department Total:			15,149.29		
	CAFR Total:			18,980.04		
	Fund Total: GRANT FUND BUDGET:			18,980.04		
	Year Total:			18,980.04		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2021 CDBG B21MC340100 CFDA 14.218					
T-17-80-850-850-001	2021 Administration					
SHORIT	SAKER SHOPRITE, INC.	22-03513	Refreshments Meal Kit Event	202.79	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-17-80-850-850-001	2021 Administration		Continued			
WBMASON	W.B.MASON CO., INC.	22-03603	office supplies	29.52	0.00	
AMAZO005	AMAZON.COM SERVICES	22-03612	Cleaner for Chaffing Dishes	24.97	0.00	
MONCLE	MONMOUTH COUNTY CLERK	23-00017	Discharge of Mortgage fees	64.00	0.00	
NATCOM	NATIONAL COMMUNITY DEVELOPMENT	23-00021	Membership Dues 7-2022-6-2023	550.00	0.00	
				871.28		
T-17-80-850-850-005	Police Security Cameras					
MILCOM	MILLENNIUM COMMUNICATIONS	22-01692	Camera Project	26,420.00	0.00	
	Extd Total: 2021 CDBG B21MC340100 CFDA 14.218			27,291.28		
	Department Total:			27,291.28		
	CAFR Total:			27,291.28		
Extd:	2022 CDBG B-22-MC-34-0100					
T-17-81-850-850-005	Community Events					
MAKME	MR. HAPPY PARTY RENTALS	22-02871	Entertainment for Fall Event	1,581.00	0.00	
ATTHE	AT THE TABLE LLC	23-00080	Black History Month Luncheons	5,119.20	0.00	
				6,700.20		
	Extd Total: 2022 CDBG B-22-MC-34-0100			6,700.20		
	Department Total:			6,700.20		
	CAFR Total:			6,700.20		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			33,991.48		
Fund:	TRUST OTHER					
T-20-56-850-878-801	Reserve for Recreation					
SIXFLA	SIX FLAGS GREAT ADVENTURE LLC	22-01682	summer camp	8,484.54	0.00	
MAKME	MR. HAPPY PARTY RENTALS	22-02156	fun day rides 8/4/22	2,723.00	0.00	
				11,207.54		
	Extd Total:			11,207.54		
	Department Total:			11,207.54		
	CAFR Total:			11,207.54		
	Fund Total: TRUST OTHER			11,207.54		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-380-000-299	649 MATTISON AVENUE(649 MATTISON, LLC)					
CLACAN	CLARKE CATON HINTZ PC	22-03547	CCH PB inv# 83478	362.50	0.00	
	Extd Total:			362.50		
	Department Total:			362.50		
T-21-00-412-000-299	527 BANGS AVENUE(LINUS HOLDINGS CORP)					
CLACAN	CLARKE CATON HINTZ PC	22-03590	CCH December invoices	152.50	0.00	
	Extd Total:			152.50		
	Department Total:			152.50		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-526-000-299	527 BANGS-INSPECTIONS (PEARLBUD REALTY)					
TMASSO T & M ASSOCIATES		23-00057	LAF435312 Pearlbud Realty	957.00	0.00	
	Extd Total:			957.00		
	Department Total:			957.00		
T-21-00-549-000-299	929 ASBURY/1000 1ST(PARTNER PROP.,LLC)					
CLACAN CLARKE CATON HINTZ PC		22-03590	CCH December invoices	362.50	0.00	
	Extd Total:			362.50		
	Department Total:			362.50		
T-21-00-550-000-299	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP)					
CLACAN CLARKE CATON HINTZ PC		22-03284	CCH PB invoices - somerset AP	6,369.90	0.00	
	Extd Total:			6,369.90		
	Department Total:			6,369.90		
T-21-00-553-000-299	412 2ND AVENUE(CHRISTIN A. JOYNER)					
CLACAN CLARKE CATON HINTZ PC		22-03590	CCH December invoices	72.50	0.00	
	Extd Total:			72.50		
	Department Total:			72.50		
T-21-00-556-000-299	300 6TH AVENUE(JAMES DUNN)					
CLACAN CLARKE CATON HINTZ PC		22-03590	CCH December invoices	72.50	0.00	
	Extd Total:			72.50		
	Department Total:			72.50		
T-21-00-560-000-299	614 COOKMAN AVENUE(614 COOKMAN, LLC)					
CLACAN CLARKE CATON HINTZ PC		22-03590	CCH December invoices	362.50	0.00	
	Extd Total:			362.50		
	Department Total:			362.50		
T-21-00-561-000-299	1205 PINE STREET(SCOTT BARNETT)					
CLACAN CLARKE CATON HINTZ PC		22-03590	CCH December invoices	441.25	0.00	
	Extd Total:			441.25		
	Department Total:			441.25		
T-21-00-566-000-299	807 MEMORIAL DR.(BREAKWATER TREATMENT)					
CLACAN CLARKE CATON HINTZ PC		22-03590	CCH December invoices	435.00	0.00	
	Extd Total:			435.00		
	Department Total:			435.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-575-000-299 CLACAN CLARKE CATON	1509-1511 KINGSLEY(AP LUXURY APARTMENTS) HINTZ PC	22-03590	CCH December invoices	336.00	0.00	
	Extd Total:			336.00		
	Department Total:			336.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			9,924.15		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			9,924.15		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-819 MARFAL MARAZITI FALCON, LLP	5TH AVE.PAVILION(MADISON ASBURY RETAIL)	22-03536	#52431: 5TH AVE PAVILION	2,145.00	0.00	
T-48-56-850-000-826 MARFAL MARAZITI FALCON, LLP	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)	22-03525	PROFESSIONAL SERVICES RENDERED	6,727.50	0.00	
T-48-56-850-000-837 MARFAL MARAZITI FALCON, LLP	BONDABLE/INFRASTRUCTURE(ISTAR/ASB.PART.)	22-03509	PROFESSIONAL SERVICES RENDERED	97.50	0.00	
T-48-56-850-000-850 MARFAL MARAZITI FALCON, LLP	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC)	22-03509	PROFESSIONAL SERVICES RENDERED	6,305.00	0.00	
T-48-56-850-000-857 MARFAL MARAZITI FALCON, LLP	201 6TH/KINGLSEY(AP LUXURY APTS.&RESORT)	22-03509	PROFESSIONAL SERVICES RENDERED	195.00	0.00	
	Extd Total:			15,470.00		
	Department Total:			15,470.00		
	CAFR Total:			15,470.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			15,470.00		
	Year Total:			70,593.17		
Total Charged Lines: 564 Total List Amount: 11,232,602.48 Total Void Amount:				0.00		

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	2-01	656,487.12	0.00	0.00	656,487.12
BEACH	2-05	643,605.88	0.00	0.00	643,605.88
TRANSPORTATION UTILITY: BUDGET:	2-06	93,982.96	0.00	0.00	93,982.96
SEWER UTILITY: BUDGET:	2-07	462,983.55	0.00	0.00	462,983.55
Year Total:		1,857,059.51	0.00	0.00	1,857,059.51
CURRENT	3-01	1,670,369.28	0.00	0.00	1,670,369.28
TRANSPORTATION UTILITY: BUDGET:	3-06	65,161.68	0.00	0.00	65,161.68
SEWER UTILITY: BUDGET:	3-07	302,988.58	0.00	0.00	302,988.58
Year Total:		2,038,519.54	0.00	0.00	2,038,519.54
GENERAL CAPITAL FUND BUDGET:	C-04	97,450.44	0.00	0.00	97,450.44
SEWER CAPITAL FUND BUDGET:	C-08	585,510.00	0.00	0.00	585,510.00
PARKING CAPITAL	C-09	6,564,489.78	0.00	0.00	6,564,489.78
Year Total:		7,247,450.22	0.00	0.00	7,247,450.22
GRANT FUND BUDGET:	G-02	18,980.04	0.00	0.00	18,980.04
COMMUNITY DEVELOPMENT BLK GRANT BUDGET:	T-17	33,991.48	0.00	0.00	33,991.48
TRUST OTHER	T-20	11,207.54	0.00	0.00	11,207.54
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	9,924.15	0.00	0.00	9,924.15
CITY OF ASBURY PARK REDEVELOPMENT ESC:	T-48	15,470.00	0.00	0.00	15,470.00
Year Total:		70,593.17	0.00	0.00	70,593.17
Total of All Funds:		11,232,602.48	0.00	0.00	11,232,602.48

January 25 , 2023 Council Meeting

Balance Brought Forward from Total List Amount	\$ 11,232,602.48
CMRS-FP (Postage)	\$ 2,500.00
Dolan & Dean Consulting	\$ 2,687.50
Ronald P. Mondello	\$ 2,161.25
Treas. State of NJ/727 Fund, NJDEP, Trust Fund Management	\$ 21,055.07
Lager Glass Co. (22-02757)	\$ 1,080.00
NJSHBP	\$ 511,243.96

Total:	<u>\$ 11,773,330.26</u>
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Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-97

Increase to temporary budget prior to budget adoption.

	from	to
Current Fund:		
Interest on Bonds	\$ 0	\$388,000
Liability Insurance	363,563	563,563
Workers Compensation Insurance	429,440	629,440
Code Enforcement OE	2,790	5,290



RESOLUTION NO. 2023-97

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2023 BUDGET

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

WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2023 budget.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2023 be adopted and a certified copy of this resolution be provided to the City's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

	<u>From</u>	<u>To</u>
Current Fund:		
Interest on Bonds	\$ 0	\$388,000
Liability Insurance	363,563	563,563
Workers Compensation Insurance	429,440	629,440
Code Enforcement OE	2,790	5,290

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. 2023-97 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-98

Resolution authorizing the purchase of lighting equipment and supplies utilizing Capital Funds totaling \$915,835.09. Lake & Grand = \$136,548.55; Convention Center = \$83,092.81; Boardwalk = \$177,187.50 Cookman = \$78,337.50; and Ocean = \$440,668.73.



RESOLUTION NO. 2023-98

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

RESOLUTION AUTHORIZING THE PURCHASE OF LIGHTING EQUIPMENT AND SUPPLIES FOR VARIOUS LOCATIONS

WHEREAS, the City of Asbury Park ("City") has a need to purchase lighting equipment and supplies for various locations Citywide; and

WHEREAS, the City has obtained the attached quotes from Warshauer Electric Supply totaling \$915,835.09 off of the Hunterdon County Educational Services Commission (HCESC) Co-op Contract #HCESC-Cat-19-07, in which the City is a member; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for these purchases to Warshauer Electric Supply in the amount of \$915,835.09; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account C-04-55-998-183-002 and C-10-55-101-103-002. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of lighting equipment and supplies for various locations Citywide in the amount of \$915,835.09 from Warshauer Electric Supply and a copy of this Resolution shall be provided to the Director of Capital Projects and Public Facilities Superintendent of Public Works, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-98 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK

City of Asbury Park
2023 Light Replacement Program

Location	Quote	Notes
Lake Ave	\$136,548.55	New Poles & Heads (Gooseneck) - Labor & 10-Year Warranty Inc.
Convention Hall	\$83,092.81	New Poles & Heads (Gooseneck) - Labor & 10-Year Warranty Inc.
Boardwalk	\$177,187.50	New Acrylic Heads on Existing Poles - Labor & 10-Year Warranty Inc.
Cookman	\$78,337.50	New Heads on Existing Poles - Labor & 10-Year Warranty Inc.
Ocean Ave	\$440,668.73	Asbury Ave to 7th - New Poles & Heads (Gooseneck) - Labor & 10-Year Warranty Inc.
TOTAL		\$915,835.09



Electric Supply

Expiration Date: 02/16/23

Quotation

TO:

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

Project Info:

Project: CITY OF ASBURY - LAKE AND GRAND
Job #: 15377
Bid Date: 08/09/22
Bid Time: 05:00 PM EDT
Quoter: Eric Deslonde x5223

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext f
	0		HCESC CO-OP MEMBER 34HUNCCP HCESC-CAT-19-07 LED LIGHTING SUPPLIES & EQUIPMENT			
A	12	HOLOPHAN	GSLFP6040KMVOLTASYQSMBZBCR30IN1AT NQSMBZRHA16F5J18DC06BZABGASSY1491 7			
LABOR	1		LABOR CHARGE			

From:

WARSHAUER ELECTRIC SUPPLY NB
732-843-6400
21 HOME NEWS ROW
NEW BRUNSWICK, NJ 08901
Printed By: Eric Deslonde x5223

Total

136,548.55

Notes

* Tax not included. Freight where applicable.
All subject to approval.



Expiration Date: 01/27/25

Quotation

TO:

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

Project Info:

Project: ASBURY PARK CONVENTION CTR
Job #: 15313
Bid Date: 12/28/22
Bid Time: 05:00 PM EST
Quoter: Eric Deslonde x5223

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
	0	Stock	HCESC CO-OP MEMBER 34HUNCCP HCESC-CAT-19-07 LED LIGHTING SUPPLIES & EQUIPMENT			
	0		INCLUDES 10 WARRANTY ON HEAD			
FIXTURE	14	HOLOPHAN	GylB3P2030KMVOLTLC3QSMBK			
ARM	7	HOLOPHAN	EVC28IN2ATNQSMBK			
BANNER ARM	14	HOLOPHAN	BA24IN1ABOSL6BL075PBK			
POLE	7	HOLOPHAN	NYA14SL617DCO5BKLABRP162AFGIULBKBA 075P24IN1ABOSL6BLBKBA075P24IN1ABOSL 6BLBKASSY1462B			
LABOR	1		LABOR CHARGE TO INSTALL FIXTURES			

From:

WARSHAUER ELECTRIC SUPPLY NB
732-843-6400
21 HOME NEWS ROW
NEW BRUNSWICK, NJ 08901
Printed By: Eric Deslonde x5223

Total**83,092.81****Notes**

* Tax not included. Freight where applicable.
All subject to approval.

12/28/2022 11:46:43 AM



Expiration Date: 01/27/2023

Quotation

TO:

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

Project Info:

Project: ASBURY PARK BOARDWALK ACY
Job #: 17038
Bid Date: 12/28/22
Bid Time: 05:00 PM EST
Quoter: Eric Deslonde x5223

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
	0		HCESC CO-OP MEMBER 34HUNCCP HCESC-CAT-196-07 LED LIGHTING SUPPLY & EQUIPMENT			
105	105	HOLOPHAN	AWDE3P4040KMVOLTLSAL5BKFRBMSTTBK PR7PCLLUA			
	0		INCLUDES 10 YEAR WARRANTY			
1	1	WARSHAUE	LABOR CHARGE			
	0		LABOR CHARGE TO INCLUDE HEAD ONLY INSTALL			

From:

WARSHAUER ELECTRIC SUPPLY NB
732-843-6400
21 HOME NEWS ROW
NEW BRUNSWICK, NJ 08901
Printed By: Eric Deslonde x5223

Total**177,187.50****Notes**

* Tax not included. Freight where applicable.
All subject to approval.

12/28/2022 12:23:40 PM

19  54

Electric Supply

Expiration Date: 01/27/2

Quotation

TO:

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

Project Info:

Project: ASBURY PARK COOKMAN - HOLOPHA
Job #: 15619
Bid Date: 08/29/22
Bid Time: 05:00 PM EDT
Quoter: Eric Deslonde x5223

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext
	0		HCESC CO-OP MEMBER 34HUNCCP HCESC-CAT-19-07 LED LIGHTING SUPPLIES & EQUIPMENT			
	26	HOLOPHAN	DCLDP50G140KMVOLTMS5LSBKAOVCOC			
	0		THIS ITEM IS DLC AND MAY QUALIFY FOR A 125.00 REBATE PER HEAD			
	0		MAY QUALIFY FOR A 3250.00 DOLLAR REBATE			
	0		10 YEAR WARRANTY ON THE HEADS			
LABOR	1		LABOR CHARGE			

From:

WARSHAUER ELECTRIC SUPPLY NB
732-843-6400
21 HOME NEWS ROW
NEW BRUNSWICK, NJ 08901
Printed By: Eric Deslonde x5223

Total

78,337.50

Notes

* Tax not included. Freight where applicable.
All subject to approval.



Expiration Date: 01/27/25

Quotation

TO:

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

Project Info:

Project: ASBURY PARK OCEAN AVE
Job #: 17046
Bid Date: 12/28/22
Bid Time: 05:00 PM EST
Quoter: Eric Deslonde x5223

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
	0		HCESC CO-OP MEMBER 34HUNCCP HCESC-CAT-196-07 LED LIGHTING SUPPLY & EQUIPMENT			
SINGLE HEAD	73	HOLOPHAN	GSFL3P6040KMVOLTASYQSMBZBCR30IN1A TNQSMBZRHA16F5J18DC06BZABGASSY149 17			
DOUBLE HEAD	10	HOLOPHAN	GSFL3P6040KMVOLTASYQSMBZBCR30IN2A TNQSMBZRHA16F5J18DC06BZABGASSY164 78			
	0		INCLUDES 10 YEAR WARRANTY			
LABOR	1		LABOR CHARGE TO INSTALL FIXTURES			

From:

WARSHAUER ELECTRIC SUPPLY NB
732-843-6400
21 HOME NEWS ROW
NEW BRUNSWICK, NJ 08901
Printed By: Eric Deslonde x5223

Total**440,668.73****Notes**

* Tax not included. Freight where applicable.
All subject to approval.

12/28/2022 3:40:45 PM

Packet Pg. 100

Attachment: WARSHAUER ELECTRIC SUPPLY - LIGHTING QUOTES (2023-98 : Purchase of Lighting Equipment & Supplies for Various



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-99

Resolution authorizing the renewal of Office 365 software subscription in the amount of \$33,819.64 utilizing Computer Data funds.



RESOLUTION NO. 2023-99

**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 \$33,819.64 off of Sourcewell Contract 081419-CDW Tech

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$33,819.64; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 3-01-20-140-000-222. 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 \$33,819.64 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. 2023-99 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

JOE DELLARAGIONE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NDJC535	12/20/2022	OFFICE 365 RENEWAL	0876500	\$33,819.64

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Exchange Online Plan 2G - subscription license - 1 user Mfg. Part#: AAA-11628-CCD-12MO UNSPSC: 43233501 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW) Electronic distribution - NO MEDIA	310	3679004	\$96.00	\$29,760.00
Microsoft Office 365 (Plan G1) - subscription license - 1 user Mfg. Part#: AAA-11646-CCD-12MO UNSPSC: 43231513 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW) Electronic distribution - NO MEDIA	5	3678974	\$111.00	\$555.00
GOV MS MPSA G365 PF3GC P U Mfg. Part#: AAA-11670-CCD-12mo Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW) Electronic distribution - NO MEDIA	74	5930738	\$47.36	\$3,504.64

SUBTOTAL	\$33,819.64
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$33,819.64

PURCHASER BILLING INFO

DELIVER TO

Attachment: CDW-G OFFICE 365 (2023-99 : Authorizing the Renewal of Office 365 Software)

Billing Address:

CITY OF ASBURY PARK NJ

ACCTS PAYABLE

1 MUNICIPAL PLZ

VOUCHER

ASBURY PARK, NJ 07712-7026

Phone: (732) 775-2100

Payment Terms: Net 30 Days-Govt State/Local

Shipping Address:

CITY OF ASBURY PARK

JOE DELLARAGIONE

1 MUNICIPAL PLZ

INFORMATION TECHNOLOGY

ASBURY PARK, NJ 07712-7026

Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government

75 Remittance Drive

Suite 1515

Chicago, IL 60675-1515

**Sales Contact Info**Joe Rewick | (855) 822-1196 | josrewi@cdw.com**Need Help?**

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Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-100

Resolution authorizing an annual service contract for Mobile Data Service Coverage with Wireless Communications & Electronics under NJ State Contract #20-TELE-00910, billed at \$1,220.00 per month.



RESOLUTION NO. 2023-100

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

RESOLUTION AUTHORIZING AN ANNUAL SERVICE AGREEMENT FOR MOBILE DATA SERVICE COVERAGE

WHEREAS, Wireless Communications & Electronics has provided the City with an annual service agreement for Mobile Data Service Coverage for Panasonic Toughbooks, Arbitrators and Body Worn Cameras at the Police Department; and

WHEREAS, the City has previously purchased all Panasonic products from Wireless Communications & Electronics off of NJ State Contract #20-TELE-00910; and

WHEREAS, the City has obtained the attached quote totaling \$14,640.00 from Wireless Communications & Electronics; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 3-01-25-240-000-218. The maximum dollar value of this purchase is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the annual service agreement for mobile data service coverage with Wireless Communications & Electronics in the total amount of \$14,640.00; and

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

I, 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. 2023-100 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-101

Authorizing Payment to the Mercy Center for Public Facility Upgrades through Community Block Grant (CDBG) Funding



RESOLUTION NO. 2023-101

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

RESOLUTION AUTHORIZING PAYMENT TO THE MERCY CENTER FOR PUBLIC FACILITY UPGRADES THROUGH COMMUNITY BLOCK GRANT (CDBG) FUNDING

WHEREAS, the Mercy Center, located at 1106 Main Street, Asbury Park, is a non-profit agency that applied for Fiscal Year 2022 CDBG Funds, and the City of Asbury Park has agreed to provide funding for the public facility upgrades; and

WHEREAS the Mercy Center provides emergency services for low-and moderate-income (LMI) persons from Asbury Park with the following services:

- ☐ Food & personal care items
- ☐ Clothing
- ☐ Temporary shelter/housing
- ☐ Assistance with utility bills and rent
- ☐ Referrals based on client needs

WHEREAS, the City of Asbury Park received pricing from SJF Material Handling Equipment, Gannon Building & Remodeling and Briteage for the following public facility upgrades for the Mercy Center:

- ☐ Sealing Driveway & Painting of Lines
- ☐ Painting Cement Wall on side of Building
- ☐ Fencing Replacement on front of Pantry and 1106 Main Street
- ☐ Additional Wiring for Pantry
- ☐ Cardboard Composter Boxes

WHEREAS, the Mercy Center will receive funding in the amount of \$31,449.13 for public facility upgrades with Community Development Block Grant (CDBG) funding which will aid in the increase capacity and enhance the quality of services; and

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

T-17-81-850-008 of the official budget to which the reimbursement will be officially charged; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the payment of \$31,449.13 for public facility upgrades to the Mercy Center with Community Development Block Grant funds.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-101 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK

Estimate

19 Preakness Dr
Monroe, NJ 08831

Date	Estimate #
10/3/2022	181

Name / Address
Mercy Center Dawn Dellomo 1106 Main Street Asbury Park, NJ 07712

			Project
Description	Qty	Cost	Total
Reimbursement Charges	2	10.39	20.78
2-Port Keystone Jack Wall Plate in White			
10-Pack Low Profile 2-Port Keystone Jack Wall Plate in White.			
2 M-Labor	1	2,900.00	2,900.00
Labor for Terminating, testing and labeling 48 Cat5 cables at patch panel and end point locations. Installation of wall rack, deployment of networking equipment.			
		Subtotal	\$3,807.28
		Sales Tax (8.875%)	\$0.00
		Total	\$3,807.28

Signature _____

Estimate

19 Preakness Dr
Monroe, NJ 08831

Date	Estimate #
10/3/2022	181

Name / Address
Mercy Center Dawn Dellomo 1106 Main Street Asbury Park, NJ 07712

			Project
Description	Qty	Cost	Total
Reimbursement Charges 9UWRCR9U61001 Carbon Series 9 RU Wall Mount Rack Enclosure.	1	369.00	369.00
Reimbursement Charges 6EPD90CMPTWHT_48pc Cat6 Punch Down Keystone Jack Unshielded.	2	95.69	191.38
Reimbursement Charges PC-100A AC POWER STRIP Power Unit is constructed with 10 120v 3-prong Edison sockets and a built in 15-amp circuit breaker that provide lasting power to your devices.	1	47.25	47.25
Reimbursement Charges 1U Universal Rack Shelf 10" Deep, for 19" equipment racks. Heavy-Duty 2.4mm Cold Rolled Steel, 60lbs Capacity.	1	39.99	39.99
Reimbursement Charges 48 Port Patch Panel - 2U Black Box High-Density Blank Multimedia Keystone Patch Panel - 2U	1	118.41	118.41
Reimbursement Charges Cat 6 Ethernet Cable 1 ft (50-Pack) Cat 6, ANSI/TIA-568-C.2 compliant, ETL verified, Ethernet LAN Patch Cable, pre-terminated with RJ45 connectors.	1	66.98	66.98
Reimbursement Charges Cat 6 Ethernet Cable 5 ft (24-Pack) Cat 6, ANSI/TIA-568-C.2 compliant, ETL verified, Ethernet LAN Patch Cable, pre-terminated with RJ45 connectors.	1	53.49	53.49
		Subtotal	
		Sales Tax (8.875%)	
		Total	

Signature

(320) 485-4972

Wishlist



Enter a search term



Pre-Black
Friday Sale

Cardboard
Balers



Bramidan
Balers

Ver-Tech
Balers

Cantilever
Racking -
Structural



Crank-Out
Cantilever
Racking

Carts



Conveyor -
Power



Conveyor -
Gravity



Dock
Equipment



Model B5W (small, wide)

Bramidan

Now: \$11,791.85

(No reviews yet)

[Write a Review](#)

SKU: PVB21419

Weight: 1,325.00 LBS

Model: * **PVB21419**

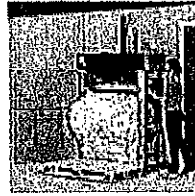
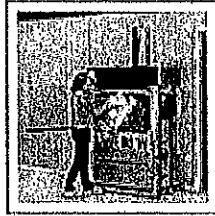
Quantity: **1**

ADD TO CART

SAVE
TO
WISHLIST

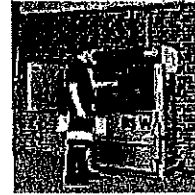


LIVE CHAT - Live Chat

Drum
HandlingForklift
Accessories

Hoppers

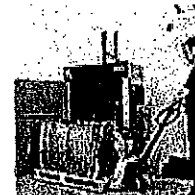
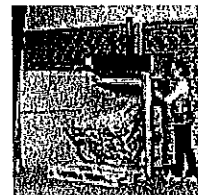
Ladders

Lift
Equipment

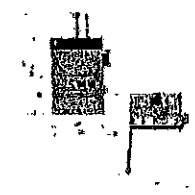
Packaging

Pallet Jacks

Pallet Racking



Racks

Safety
Equipment

Scales

Shelving

**Pricing & availability is subject to change without notice. Product may vary slightly from photos.*

Storage
Cabinets

Totes/Bins/Baskets

Wire Deck
and ProductsWork
Benches

Wrapping

OVERVIEW

REVIEWS

PRODUCT DESCRIPTION

This unit has been designed for users with smaller amounts of waste, but who still need a baler that can handle bulky materials. The B5W(ide) has a very wide opening (approx 39") which is advantageous when handling larger cardboard boxes. The entire chamber has rows of barbs that keep the material back and help to ensure optimal filling.

This machine outputs bale sizes approximately:

[LIVE CHAT - live chat](#)



This baler has a full-indicator, which tells you when the chamber is full and ready for baling, while an efficient and silent ejecting system ensures easy handling of the compressed bale. Integrated strapping rolls are easy to replace at the front of the machine. Baler Strapping can be integrated into the unit on included strapping spools. The recommended size of strapping for this unit is 3/8" flat strap and will give you approximately 70 bales per roll.

Product features:

- Simple and safe operation
- Full indicator tells when chamber is full and ready to bale
- Easy to replace strap rolls
- Efficient, silent ejection system allows easy output of bale onto pallet or skid

Technical details:

- Press force: 11,000 lb.
- Power supply: 110V 1-phase 60Hz 20A
- Motor: 1.8 HP
- Noise level: 65-68 dB
- Cycle time: 39 sec.
- Dimensions: 54"W x 36"D x 94"H
- Weight: 1,325 lb.
- Feed opening: 39"W x 21"H
- Load height: 36"
- Chamber height: 51"
- Stroke: 30"
- Bale size: 39"W x 28"D x 31"H
- Bale weight OCC: 175 to 245 lb.
- Bale weight plastic: 200 to 290 lb.
- Number of Ties: 3
- Type of Tying: Twine

All Bramidan Balers are delivered including:

- GSM modem (excluding SIM card and dataplan)
- Full bale indicator light
- Front bale ejection system w/o use of chain
- Safe 2-handed auto bale ejector
- Starter kit for binding
- Knife for cutting the baling strap
- 10 feet long cable
- Plug (1phase)
- User manual in English and Spanish
- QR code for instruction video



LIVE CHAT - Live Chat

PH: 732-988-9500
FAX: 732-775-5264
www.gannonbuilding.com



WILLIAM P. GANNON III

108 S. MAIN STREET
OCEAN GROVE, NJ 07756
NJ License # 13VH00043600

Mercy Center Corporation
1106 Main Street
Asbury Park NJ 07712

PROPOSAL FOR EXTERIOR WORK

November 22, 2022

Reseal exterior asphalt parking lot and restripe 10 parking spaces at 1108 Main Street.
Reseal exterior asphalt parking lot and restripe 15 parking spaces at 1104 Main Street.
Paint Entry concrete slabs (not treads) on 1104-1106 & 1108 with exterior masonry paint -color by owner.
Replace Entry fence gate at 1104 & 1106 Main Street with matching fencing gates. Gates to match North gate - existing locks to be reused.

Owner responsible for Clearing Lots for Resealing :
Owner responsible for any and all permit fees if necessary .

Total Labor and Material : \$15,850.00

Thank you,

Paul Gannon



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-102

Authorizing Funding to Coastal Habitat for Humanity for the Administering of Home Repair and Renovation Program with Community Development Block Grant (CDBG) Funding



RESOLUTION NO. 2023-102

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

RESOLUTION AUTHORIZING FUNDING TO COASTAL HABITAT FOR HUMANITY FOR THE ADMINISTERING OF HOME REPAIR AND RENOVATION PROGRAM WITH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

WHEREAS, Coastal Habitat for Humanity, located at 1105 Memorial Drive, Asbury Park, applied for Fiscal Year 2022 CDBG Funds, and the City of Asbury Park has agreed to provide funding to administer the Home Repair and Renovation Program to “income eligible” Homeowners of Asbury Park; and

WHEREAS, Coastal Habitat for Humanity will receive funding in the amount of \$81,850 to provide the Home Repair and Renovation Program that incorporates three smaller programs: Love Your Neighbor, Aging in Place, and A Bush with Kindness. These programs focus on serving Asbury Park homeowners in need of assistance with upkeep and alterations that allow them to remain safe, and in affordable housing; and

WHEREAS, assisted families are most often seniors who live on a fixed income and/or people with disabilities who require alterations or repairs to their homes; and

WHEREAS, projects may include ramps, repairs to rotted porches and steps, repair/installation of railings and grab bars, painting, general upkeep, yard work, plumbing, heating, electrical work and door and window replacement; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Trust Account T-17-81-850-850-007 of the official budget to which will be officially charged.

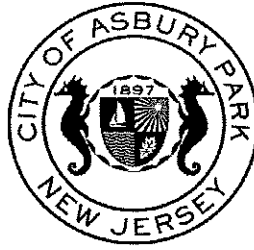
NOW THEREFORE, BE IT RESOLVED, by the City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the payment of \$81,850 for the administering of the Home Repair and Renovation program by Coastal Habitat for Humanity with Community Development Block Grant funds.

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

NO. 2023-102 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK



CITY OF ASBURY PARK
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PROJECT AGREEMENT

PROJECT TITLE:	HOME REPAIR & RENOVATION PROGRAM
SUB-RECIPIENT:	COASTAL HABITAT FOR HUMANITY
PROJECT NUMBER:	2022-03
ALLOCATION:	\$81,850

THIS AGREEMENT, entered into this 24th day of October 2022, with Coastal Habitat for Humanity ("SUB-RECIPIENT").

WHEREAS, THE City has applied for and received grant funds from the U.S. Department of Housing and Urban Development under Title I of the Housing and Urban-Rural Recovery Act of 1983, as amended, and

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to between the parties, it is hereby agreed as follows:

I. SCOPE OF SERVICES

Coastal Habitat for Humanity (Sub-Recipient) will be responsible for the administration of project entitled Home Repair & Renovation Program and will utilize \$81,850. Funds available under this Agreement will be applied toward the following specific PROJECT:

- Home Repair & Renovation Program

LOCATION: 1105 Memorial Drive

II. CITY-SUB-RECIPIENT RELATIONSHIP

N/A

III. PROJECT PERFORMANCE

- The services shall commence on or about the 15th day of November 2022 and shall terminate no later than the 31st day of December 2023.
- Each funded project will be reviewed by the Monmouth County's staff for progress. If a Sub-Recipient's project is found not to be making significant forward progress the COUNTY retains the right to take any and all action which, in its opinion, is necessary and in the best interests of the residents to implement and complete the project in a timely and expeditious manner.

IV. COMPENSATION

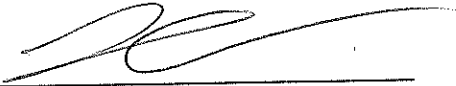
It is expressly agreed and understood that the total compensation to be paid under this agreement for the above services shall not exceed \$81,850.

V. METHOD OF PAYMENT

The CITY agrees to pay the VENDOR under the Direct Payment method. The CITY agrees to pay the amount not to exceed the amount set forth in Paragraph (IV) upon the submission of a bona-fide City voucher together with the information necessary to document the bill submitted for payment.

WITNESS THEREOF, the City have executed this Agreement of the date first above written.

CITY OF ASBURY PARK



Lisa Esposito, City Clerk



BY: Donna M. Vieiro, City Manager

10/24/22

Date

ATTEST



Signature of Witness

10/24/22

Date



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-103

Resolution of the Mayor & City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group (PRAG) for the Provision of RAB Administration including the Baltic & Aegean Development Projects totaling \$15,000.



RESOLUTION NO. 2023-103

**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 RAB ADMINISTRATION

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Act”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the City of Asbury Park (the “City”) has designated certain redevelopment projects, including the Baltic & Aegean Development Projects, as within the City’s Redevelopment Area Bond (“RAB”) program; and

WHEREAS, the City desires to retain a financial advisor to provide administrative services related to the Baltic & Aegean Development Projects within the City’s RAB program; and

WHEREAS, a proposal, dated January 5, 2023 from Wendell G. Gaertner, Senior Managing Director, Public Resources Advisory Group (“PRAG”), attached hereto and made a part hereof, with principal offices located at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, was submitted to provide these services; and

WHEREAS, the City of Asbury Park has reviewed the proposal submitted and has determined that the PRAG proposal, attached hereto and made a part of, meets the needs of the City; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40:11-1 et seq.) authorizes contracts for the provision of “Professional Services,” which may be awarded without public advertising and competitive bidding, provided a brief notice of the nature, duration, service and amount of contract is published, and that the Resolution and contract are kept on file and available for public inspection; and

WHEREAS, the City desires to engage Public Resources Advisory Group (“PRAG”) as an independent municipal advisor to perform administrative services related to the City’s Redevelopment Area Bond (“RAB”) program upon the satisfaction of all conditions set forth under the several trust indentures and special assessment agreements; and

WHEREAS, financial services are professional services, exempt from the requirement for public bidding, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) requires that notice of the award of contracts for “Professional Services” without competitive bidding must be published in a local newspaper; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Asbury Park,

1. The Mayor of the City of Asbury Park, in the County of Monmouth (the "Mayor" and together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized and directed, upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, to execute the Agreement in the form attached hereto with Public Resources Advisory Group (“PRAG”), with offices at 150 Second Avenue North, Suite 400, St. Petersburg, Florida, 33701, to provide financial advisory services related to the City’s Redevelopment Area Bond (“RAB”) program, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) without further authorization, and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor’s sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor’s consent to any such changes thereto.

2. The term of this contract shall expire December 31, 2023, subject to annual renewal by resolution of the Municipal Council of the City of Asbury Park.

3. This contract is being awarded pursuant to the procedures of the State Pay-to-Play Law (N.J.S.A. 19:44A-20.5) and pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(a)(i)).

4. Sufficient funds, for the purpose set forth herein above, are available pursuant to the City’s Redevelopment Area Bond (RAB) documents and the Special Assessment documents.

5. A fully executed copy of this Agreement shall be maintained on file in the Office of the City Clerk, and shall be made available for public inspection.

6. A notice of this action shall be published in the newspaper authorized by law to publish a legal advertisement and as required by law within ten (10) days of the adoption of this Resolution.

7. This resolution shall take effect upon satisfaction of all conditions set forth under the several trust indentures and special assessment agreements, and as provided by law.

I, 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. 2023-103 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK



January 5, 2023

Donna Vieiro, City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

Re: City of Asbury Park Waterfront Redevelopment Area; Redevelopment Area Bonds Administrative Services – Baltic Development Project

Dear Ms. Vieiro,

The purpose of this engagement letter (the "Agreement") is to document the relationship between Public Resources Advisory Group, Inc. ("PRAG") and the City of Asbury Park ("the City") specific to the issuance of Redevelopment Area Bonds ("RABs"). The City's Redevelopment Area Bonds, Series 2023A (Waterfront Redevelopment Area Infrastructure Project Non-Recourse) is currently expected to close on March 31, 2023. As you are aware, separately the City retains PRAG to perform administrative services in calculating annual special assessments and PILOTs for existing completed projects within the City's Waterfront Redevelopment Area ("WRA"). We understand the City is in process of entering the WRA's next phase with the Baltic Development Project, consisting of 17 residential condominium/townhome units, located at Block 4003, Lots 1,2, and 16 within the City. The City desires to utilize PRAG as an independent municipal advisor to perform services related to the City's issuance of RABs.

PRAG

PRAG is an independent financial advisory firm and a leading national financial advisor, having advised issuers on over \$1 trillion of financings for a variety of purposes, including redevelopment projects and tax increment financing. Since the firm's inception in 1985, PRAG has continuously provided independent and in-depth financing advice to state and local governments, authorities, and agencies nationwide. PRAG is registered as a Municipal Advisor with the Securities Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

Scope of Services

PRAG's scope of services to the City for this engagement will include the following:

- a. Assist the City with the review of the Private Placement Memorandum ("PPM") that will accompany RAB issuance(s);
- b. Review the executed Special Assessment Agreement and Financial Agreement related to the Baltic Development Project;
- c. Review the special assessment methodology and analysis report (the "Special Assessment Report") that is expected to be completed by an outside consultant as part of RAB issuance(s);



Scope of Services (continued)

- d. Review the outside consultant's assumptions included within their Special Assessment Report;
- e. Verify that the Pledged Portion and Unpledged Portion special assessment calculations within the Special Assessment Report are performed in accordance with the formulas defined in the Special Assessment Agreement and Financial Agreement related to the RABs;
- f. Other services as directed by the City; and,
- g. Attend in-person meetings and conference calls at the request of the City; however, it is expected that PRAG's work will be performed off-site.

Plan of Engagement

I will serve as Project Supervisor and Mickey Johnston will serve as Project Manager. It is anticipated that most of the work will be performed at the Project Manager level.

Compensation

PRAG will be paid \$7,500 for each RAB series the City issues. PRAG will not charge the City for any clerical functions performed by PRAG's internal administrative staff. If the Scope of Services must expand, we will promptly communicate this to the City.

While PRAG expects to perform its work off-site, PRAG may charge the City for certain expenses incurred. Expenses shall include, but are not limited to, travel, hotel, and meals, air freight and courier charges, teleconferencing charges, allocation of computer software and information services. In no event will expenses exceed \$500 without the approval of the City.

Term

Unless extended in writing by both parties, this Agreement specific to Baltic Development RABs will terminate upon the closing of the RABs or upon earlier written notice by the City.

Required Disclosures

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal events or disciplinary history material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, PRAG has provided Appendix A attached hereto which includes the required disclosures.



We look forward to continuing our relationship with the City and working with you on the RAB project(s).

Sincerely,
PUBLIC RESOURCES ADVISORY GROUP, INC.

A handwritten signature in black ink, appearing to read "Wendell G. Gaertner".

Wendell G. Gaertner
Senior Managing Director

Accepted:
The City of Asbury Park

Signature: _____
Printed Name: _____
Title: _____



APPENDIX A

Disclosure of Conflicts of Interest and Legal or Disciplinary Events (G-42)

Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, among other things, conflicts of interest and any legal or disciplinary events of Public Resources Advisory Group, Inc. ("PRAG") and its associated persons. Accordingly, PRAG makes the following general disclosures with respect to conflicts of interest.

Conflicts of Interest (G-42)

Compensation-Based Conflicts: PRAG's compensation may include a single or a variety of fee structures. Each of these arrangements may create a conflict as defined by MSRB Rule G-42. PRAG's fees may be based on the size of the issue, and the payment of such fees may be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive for PRAG to recommend unnecessary financings or financings that are disadvantageous to the client.

PRAG may also charge fees in a fixed amount as a retainer for services or as a transaction fee, and this arrangement could provide PRAG an incentive to recommend less time-consuming alternatives or fail to do a thorough analysis of the alternatives. In addition, fees may be paid based on hourly fees of PRAG's personnel, with the aggregate amount equaling the number of hours worked by such personnel times agreed-upon hourly billing rate(s). This presents a potential conflict of interest because PRAG may have the incentive to spend more time than necessary on an engagement. If the hourly fees are subject to a maximum amount, the potential conflict of interest arises because of the incentive for PRAG to fail to do a thorough analysis of alternatives and/or recommend alternatives that would be less time-consuming for PRAG staff.

Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another PRAG client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.

With respect to all of the conflicts disclosed above, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the client, which includes a duty of loyalty to the in performing all municipal advisory activities. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with you and to act in your best interests without regard to PRAG's financial or other interests.

If PRAG becomes aware of any additional potential or actual conflict of interest prior to, or during an engagement, PRAG will disclose the detailed information in writing within a timely manner.

Disclosure of Legal or Disciplinary Events (G-42)

PRAG has no legal or disciplinary events to disclose.

Other Required Disclosure (G-10)

The MSRB website at www.msrb.org, includes the Municipal Advisory client brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.



January 5, 2023

Donna Vieiro, City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

Re: City of Asbury Park Waterfront Redevelopment Area; Redevelopment Area Bonds Administrative Services – Aegean Development Project

Dear Ms. Vieiro,

The purpose of this engagement letter (the "Agreement") is to document the relationship between Public Resources Advisory Group, Inc. ("PRAG") and the City of Asbury Park ("the City") specific to the issuance of Redevelopment Area Bonds ("RABs"). The City's Redevelopment Area Bonds, Series 2023B (Waterfront Redevelopment Area Infrastructure Project Non-Recourse) is currently expected to close in the third quarter of the calendar year 2023. As you are aware, separately the City retains PRAG to perform administrative services in calculating annual special assessments and PILOTs for existing completed projects within the City's Waterfront Redevelopment Area ("WRA"). We understand the City is in process of entering the WRA's next phase with the Aegean Development Project, consisting of 27 residential condominium/townhome units, located at Block 4003, Lots 12, 13, and 14 within the City. The City desires to utilize PRAG as an independent municipal advisor to perform services related to the City's issuance of RABs.

PRAG

PRAG is an independent financial advisory firm and a leading national financial advisor, having advised issuers on over \$1 trillion of financings for a variety of purposes, including redevelopment projects and tax increment financing. Since the firm's inception in 1985, PRAG has continuously provided independent and in-depth financing advice to state and local governments, authorities, and agencies nationwide. PRAG is registered as a Municipal Advisor with the Securities Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

Scope of Services

PRAG's scope of services to the City for this engagement will include the following:

- a. Assist the City with the review of the Private Placement Memorandum ("PPM") that will accompany RAB issuance(s);
- b. Review the executed Special Assessment Agreement and Financial Agreement related to the Aegean Development Project;
- c. Review the special assessment methodology and analysis report (the "Special Assessment Report") that is expected to be completed by an outside consultant as part of RAB issuance(s);



Scope of Services (continued)

- d. Review the outside consultant's assumptions included within their Special Assessment Report;
- e. Verify that the Pledged Portion and Unpledged Portion special assessment calculations within the Special Assessment Report are performed in accordance with the formulas defined in the Special Assessment Agreement and Financial Agreement related to the RABs;
- f. Other services as directed by the City; and,
- g. Attend in-person meetings and conference calls at the request of the City; however, it is expected that PRAG's work will be performed off-site.

Plan of Engagement

I will serve as Project Supervisor and Mickey Johnston will serve as Project Manager. It is anticipated that most of the work will be performed at the Project Manager level.

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While PRAG expects to perform its work off-site, PRAG may charge the City for certain expenses incurred. Expenses shall include, but are not limited to, travel, hotel, and meals, air freight and courier charges, teleconferencing charges, allocation of computer software and information services. In no event will expenses exceed \$500 without the approval of the City.

Term

Unless extended in writing by both parties, this Agreement specific to Aegean Development RABs will terminate upon the closing of the RABs or upon earlier written notice by the City.

Required Disclosures

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal events or disciplinary history material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, PRAG has provided Appendix A attached hereto which includes the required disclosures.



We look forward to continuing our relationship with the City and working with you on the RAB project(s).

Sincerely,
PUBLIC RESOURCES ADVISORY GROUP, INC.

A handwritten signature in black ink that reads "Wendell G. Gaertner".

Wendell G. Gaertner
Senior Managing Director

Accepted:
The City of Asbury Park

Signature: _____
Printed Name: _____
Title: _____



APPENDIX A

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Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-104

Resolution authorizing a professional service contract to The Rodgers Group, LLC for Police Accreditation. Year 3 of 3 of the accreditation cycle in the amount of \$11,797.00 from the Police O&E budget.



RESOLUTION NO. 2023-104

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO THE RODGER'S GROUP FOR POLICE ACCREDITATION

WHEREAS, the City has a need for professional service for the Accreditation Service and Maintenance for the Police Department; and

WHEREAS, the City has obtained the attached invoice from the Rodger's Group totaling \$11,797.00; and

WHEREAS, this professional service is exempt from public bidding as per N.J.S.A. 40A:11-5(1)(a)(1) Professional Services; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 3-01-25-240-000-237; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related to the Police Accreditation to The Rodger's Group in a not-to-exceed amount of \$11,797.00; and

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-104 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK



Invoice

POLICE1) CORRECTIONS1)
FIRE/RESCUE1) EMS1) GOV1)

Date 12/1/2022
Invoice # INVLHI689
Terms Net 30
Due Date 12/31/2022
PO #

Bill To

Asbury Park Police Department
1 Municipal Plz
Asbury Park, NJ 07712

End User

Asbury Park Police Department

Contract Term

1/1/2023 to 12/31/2023

Item	Amount
TRG State Accreditation Maintenance One year service and maintenance of all Asbury Park Police Department policies related to the New Jersey State Association of Chiefs of Police accreditation standards. Service and Maintenance to include: Maintaining with consistency, a Rodgers Group LLC/Lexipol Project Manager who will maintain regular contact with the Asbury Park Police Department related to accreditation. Notifying the Asbury Park Police Department of all updates and rewriting any policies affected by those updates. Maintaining, updating and modifying all Asbury Park Policy Department policies related to accreditation so as to ensure they continue to meet the Asbury Park Police Department business needs and state accreditation standards. Providing specific guidance and oversight to the agencies Accreditation Manager regarding the compilation of "Proofs" related to maintaining accreditation files. Conducting quarterly assessments of the agency's accreditation files to ensure compliance with NJSACOP Standards. This is the third of three annual installments in this 3 year reaccreditation cycle. *Please note that this invoice contains a 2% increase.	11,797.00

Phone: 844-312-9500
Email: receivables@lexipol.com

PNC Bank
249 Fifth Avenue
Pittsburgh, PA 15222
Routing Number: 083000108
Account Number: 3009096751
Payment Notice to
receivables@lexipol.com

Invoice Total 11,797.00
Amount Due \$11,797.00

Please Make Checks Payable to:
The Rodgers Group LLC
2611 Internet Blvd, Suite 100
Frisco, Tx 75034-9085

Attachment: THE RODGERS GROUP - POLICE ACCREDITATIONS (2023-104 : Authoring a professional services contract to The Rodger's



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-105

Shared Services Agreement With TOSA for Technical Rescue Services



RESOLUTION NO. 2023-105

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

RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH TOSA TO PROVIDE TECHNICAL RESCUE SERVICES

WHEREAS, the “Uniform Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1, et seq. (the “Act”), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the City of Asbury Park and TOSA have determined that it would advantageous for the City of Asbury park to enter into an agreement for various shared services with TOSA to provide technical rescue services; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Parties have negotiated a Shared Services Agreement (the “Agreement”), which sets forth the terms and conditions associated with this undertaking, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Mayor and City Council wish to authorize the City to enter into this Agreement, or one which is substantially similar thereto and which meets with the approval of the Municipal Attorney, and to authorize the Mayor and City Clerk to execute same on behalf of the City.

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

1. The Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Agreement, or one which is substantially similar thereto and which meets with the approval of the Municipal Attorney, on behalf of the City.
2. The City of Asbury Park shall bill for costs upon adoption of the services rendered.
3. This Agreement shall be effective through December 31, 2026.
4. That a certified copy of this Resolution and a copy of the attached Agreement

shall be provided to each of the following:

- a. Donna Vieiro, City Manager
- b. Kevin Keddy, Fire Chief
- c. Frederick C. Raffetto, Esq., Municipal Attorney
- d. JoAnn Boos, 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. 2023-105 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK

Shared Services Agreement - Emergency Services

W I T N E S S E T H :

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, the City and TOSA wish to enter into an Agreement whereby the City will provide Technical Rescue Services, to TOSA for the years 2023 through 2026; and

WHEREAS, the within Agreement has been duly authorized by appropriate resolutions of the City and TRWRA.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, County of Monmouth and State of New Jersey that the City of Asbury Park shall enter into a shared service agreement with the TOSA.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. This Agreement shall be in effect for the 2023 through 2026 calendar years. The City, via its fire department will provide emergency response capabilities with trained/equipped members “off the floor.” A minimum initial response shall consist of at least a five-man crew (1 officer, 4 firefighters) with the Department’s technical rescue vehicle for any technical rescue incidents, accidents, etc. involving TOSA employees/equipment/locations.
2. To accomplished same, the City’s fire department will be the designated “rescue service” for permit-required confined spaces in TOSA locations.
3. The City’s fire department will drill, at minimum, one time per year on-site at TOSA location(s), in consultation/coordination with TOSA management. Training will be conducted and administered by fire department Technical Rescue Team members.
4. FEE SCHEDULE:

In order to cover APFD costs for above, the following annual fee schedule is proposed:

- 90 man-hours of on-site drills per year \$8,000

- City of Asbury Park administrative fee \$5,000
 - Equipment replacement/replenishment \$5,000
- Total Annual Fee (2023): \$18,000

*A 2% year-to-year increase for multi-year agreements.

**Emergency responses will be invoiced separately for man-hours and any equipment broken/lost/beyond repair

5. PAYMENT SCHEDULE:

The City shall bill for costs upon adoption of the services rendered.

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

Ocean Township Sewer Authority

ATTEST:

Ocean Township Sewer Authority

Executive Director

ATTEST:

Lisa Esposito, City Clerk

John Moor, Mayor



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-106

Shared Services Agreement With Two Rivers Water Reclamation Authority for Technical Rescue Services



RESOLUTION NO. 2023-106

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

RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH TWO RIVERS WATER RECLAMATION AUTHORITY FOR TECHNICAL RESCUE SERVICES

WHEREAS, the “Uniform Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1, et seq. (the “Act”), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the City of Asbury Park and Two Rivers Water Reclamation Authority (“TRWRA”) have determined that it would advantageous for the City of Asbury park to enter into an agreement for various shared services with TRWRA; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Parties have negotiated a Shared Services Agreement (the “Agreement”), which sets forth the terms and conditions associated with this undertaking, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Mayor and City Council wish to authorize the City to enter into this Agreement, or one which is substantially similar thereto and which meets with the approval of the Municipal Attorney, and to authorize the Mayor and City Clerk to execute same on behalf of the City.

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

1. The Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Agreement, or one which is substantially similar thereto and which meets with the approval of the Municipal Attorney, on behalf of the City.
2. The City of Asbury Park shall bill for costs upon adoption of the services rendered.
3. This Agreement shall be effective through December 31, 2026.

4. That a certified copy of this Resolution and a copy of the attached Agreement shall be provided to each of the following:
 - a. Two Rivers Water Reclamation Authority
 - b. Donna Vieiro, City Manager
 - c. Kevin Keddy, Fire Chief
 - d. Frederick C. Raffetto, Esq., Municipal Attorney
 - e. JoAnn Boos, 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. 2023-106 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK

Shared Services Agreement - Emergency Services

W I T N E S S E T H :

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, the City and TRWRA wish to enter into an Agreement whereby the City will provide Technical Rescue Services, to TRWRA for the years 2023 through 2026; and

WHEREAS, the within Agreement has been duly authorized by appropriate resolutions of the City and TRWRA.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, County of Monmouth and State of New Jersey that the City of Asbury Park shall enter into a shared service agreement with the TRWRA.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. This Agreement shall be in effect for the 2023 through 2026 calendar years. The City, via its fire department will provide emergency response capabilities with trained/equipped members “off the floor.” A minimum initial response shall consist of at least a five-man crew (1 officer, 4 firefighters) with the Department’s technical rescue vehicle for any technical rescue incidents, accidents, etc. involving TRWRA employees/equipment/locations.
2. To accomplished same, the City’s fire department will be the designated “rescue service” for permit-required confined spaces in TRWRA locations.
3. The City’s fire department will drill, at minimum, one time per year on-site at TRWRA location(s), in consultation/coordination with TRWRA management. Training will be conducted and administered by fire department Technical Rescue Team members.
4. FEE SCHEDULE:

In order to cover APFD costs for above, the following annual fee schedule is proposed:

- 90 man-hours of on-site drills per year \$8,000

- City of Asbury Park administrative fee \$5,000
 - Equipment replacement/replenishment \$5,000
- Total Annual Fee (2023): \$18,000

*A 2% year-to-year increase for multi-year agreements.

**Emergency responses will be invoiced separately for man-hours and any equipment broken/lost/beyond repair

5. PAYMENT SCHEDULE:

The City shall bill for costs upon adoption of the services rendered.

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

Two Rivers Water Reclamation Authority

ATTEST:

**TWO RIVERS WATER
RECLAMATION AUTHORITY**

Executive Director

ATTEST:

Lisa Esposito, City Clerk

John Moor, Mayor



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-107

Resolution authorizing the amendment of a contract with Warshauer Generator for the installation of the new generator at the Wastewater Treatment Plant. Resolution #2022-236 was approved for \$391,000 and resolution #2023-83 Change Order #1 for \$4,000. Change Order #2 in the amount of \$4,775.00 is for the installation of a new remote annunciator panel, e-stop button conduit, wire and labor.



RESOLUTION NO. 2023-107

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

RESOLUTION AMENDING A CONTRACT WITH WARSHAUER GENERATOR FOR THE INSTALLATION OF A GENERATOR AT THE WWTP

WHEREAS, the City of Asbury Park adopted Resolution #2022-326 on July 13, 2022 awarding a contract to Warshauer Generator for the installation of a new generator at the Wastewater Treatment Plant; and

WHEREAS, the original contract amount approved by the City Council was in the sum not-to-exceed three hundred ninety-one thousand dollars and 00/100 cents (\$391,000.00); and

WHEREAS, the City has approved via Resolution 2023-83 Change Order #2 in the amount of \$4,000.00 and increases the contract in the sum not-to-exceed \$395,000.00; and

WHEREAS, the Warshauer Generator is requesting Change Order #2 in the amount of \$4,775.00; and

WHEREAS, Change Order #2 reflects costs associated with the installation of a new remote annunciator, remote e-stop push button, conduit, wire and labor; and

WHEREAS, the execution of Change Order No. 2 will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding; and

WHEREAS, the execution of Change Order No. 2 will not cause the originally awarded contract price to be exceeded by more than 20% ;and

WHEREAS, the Chief Financial Officer has provided to the Governing Body a certificate in writing pursuant to N.J.A.C. 5:34-2 that funds are available to pay for the subject matter of this Resolution; and funds are available in account 3-07-55-502-000-218 and the maximum dollar value of the pending change order is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury

Park, County of Mayor and State of New Jersey that the this Change Order #2 shall not exceed the contract amount by \$4,775.00; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 2 on behalf of the Governing Body.

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

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

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, Warshauer Generator, City Manager and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-107 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK

Change Order # 2



800 Shrewsbury Avenue
Tinton Falls, New Jersey 07724

(732) 741-6400 * Fax: (732) 741-3866

Number: 55659

Quote Date: 1/9/2023

Bill to: CITY OF ASBURY PARK
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

Service at: ASBURY PARK WATER TREATMENT
1700 KINGSLEY ST
ASBURY PARK, NJ 07712

Customer ID: 10065

Description:

-

Items	Quantity	Unit	Unit Price	Total Price
Change Order # 2 - INSTALL NEW REMOTE ANNUNCIATOR, REMOTE E-STOP PUSH BUTTON CONDUIT, WIRE, AND LABOR	1.00		\$4,775.00	\$4,775.00

Subtotal: \$4,775.00

Estimated Tax: \$0.00

Amount: \$4,775.00

Additional Details:

Authorized Signature

NOTE: Applicable sales tax will be added to the amount shown when the job is billed.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-108

Amending Resolution 2022-425: Authorizing the removal and replacement of six (6) Sanitary Sewer Manholes



RESOLUTION NO. 2023-108

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

RESOLUTION AMENDING RESOLUTION 2022-425 AUTHORIZING A CONTRACT FOR THE REMOVAL AND REPLACEMENT OF SANITARY SEWER MANHOLES WITH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

WHEREAS, the City of Asbury Park adopted Resolution #2022-425 on October 21st 2022 awarding a contract to L&L Paving Company authorizing the removal and replacement of six (6) Sanitary Sewer Manholes totaling \$42,750; and

WHEREAS, the City of Asbury Park received a revised notice from L&L Paving Company with an increased amount for the project due to an increase in material cost, for an additional \$6,000.00 for a grand total of \$48,750; 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 accounts T-17-78-850-850-002 and T-17-78-850-850-012. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the amendment of a contract with L&L Paving Company in the amount of \$48,750, which includes an increase for materials. A copy of this Resolution shall be provided to the City Manager, CFO, Director of Capital Projects & Public Facilities and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-108 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK

Cassandra Dickerson

From: Lance Redaelli <lance@llpaving.com>
Sent: Tuesday, January 10, 2023 10:43 AM
To: Cassandra Dickerson
Subject: [EXTERNAL] Re: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] Re: PO 22-03038

Yes, so to price increases.
It's about \$1,000.00 per structure.
\$6,000.00

Lance

On Jan 10, 2023, at 10:37 AM, Cassandra Dickerson <Cassandra.Dickerson@cityofasburypark.com> wrote:

Good morning Lance.

Robert spoke to me this morning and said there will be a price increase. Can you tell me what the total cost would be?

I may need to get Mayor & Council approval for any additional increases.

Hoping to hear from you soon.
Cassandra



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-109

This Resolution accepts the modification of the Safe Routes to School Grant's scope from Roundabouts to raised intersections and accepts additional funding for the completion of preliminary engineering.



RESOLUTION NO. 2023-109

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

RESOLUTION ACCEPTING AN AGREEMENT MODIFICATION OF A SAFE ROUTES TO SCHOOL GRANT AND ASSOCIATED DESIGN ASSISTANCE FROM NJDOT AND AUTHORIZING SIGNATORIES

WHEREAS, the City received notification from the New Jersey Department of Transportation that the City was awarded \$500,000.00 from the Safe Routes to School Federal program (Federal Project No. TAP-D00S(415)) for the installation of traffic calming, bike and pedestrian safety upgrades along Third and Fourth Avenues in Asbury Park; and

WHEREAS, the City also received notification from the New Jersey Department of Transportation that the Federal Highway Administration (FHWA) authorized funding up to an amount of \$153,678.87 for Design Assistance for the project; and

WHEREAS, the City, NJDOT and NV5 have agreed on a scope of work and budget to conduct Preliminary Engineering (PE) activities for the project, which the authorization of funding is based upon; and

WHEREAS, The City adopted Resolution 2021-173 on April 14, 2021 accepting the grant; and

WHEREAS, The City received notification of the FHWA's authorization of additional funding in the amount of \$8,237.76 to complete Preliminary Engineering Activities; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey accepts the grant agreement modification for an \$8,237.76 in addition to the total amount of \$500,000.00 and the authorization of funding for Design Assistance for Preliminary Engineering in the amount of \$153,678.87.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor, City Manager and City Clerk are hereby authorized to sign any and all documents associated with the grant.

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-109 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-110

Approval for placement of nine 5 G smart poles along and in the vicinity of Ocean Avenue and attach lighting. Existing light poles will be removed to allow for the hybrid poles.



RESOLUTION NO. 2023-110

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

RESOLUTION RESCINDING RESOLUTION NO. 2022-193, AND AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO AN UPDATED “THIRD MEMORANDUM OF UNDERSTANDING” WITH SQF, LLC RELATING TO THE REMOVAL AND REPLACEMENT OF CERTAIN CITY-OWNED UTILITY POLES

WHEREAS, the City of Asbury Park (the “City”) is a party to a Rights-Of-Way Use Agreement (the “ROW Agreement”) with SQF, LLC, d/b/a Tilson (“SQF”), dated November 16, 2017, which provides SQF with the non-exclusive right to utilize the public rights-of-way within the City for the purpose of owning, constructing, installing, operating and maintaining telecommunications and Wi-Fi facilities; and

WHEREAS, following the execution of the ROW Agreement, the City and SQF (collectively referenced as the “Parties”) have entered into a First Memorandum of Understanding and Second Memorandum of Understanding, each of which memorialize the scope of work and activities associated with the removal and replacement of certain specific existing City-owned utility poles located at various sites (the “prior sites”) within the City; and

WHEREAS, the prior sites involved the removal and replacement of utility poles at specific locations along Springwood Avenue, Ocean Avenue and Cookman Avenue within the City; and

WHEREAS, at current, SQF wishes to remove and replace nine (9) additional existing City-owned utility poles located at various sites along Ocean Avenue; and

WHEREAS, the specific locations and design of the proposed replacement poles have been reviewed and approved by relevant City staff members; and

WHEREAS, the City previously adopted Resolution No. 2022-193 on April 13, 2022, which authorized the City to enter into a Third Memorandum of Understanding with SQF relating to this matter; and

WHEREAS, following the adoption of Resolution No. 2022-193, the Third Memorandum of Understanding was never executed by the Parties because the City determined that slight locational adjustments relating to several of the proposed pole coordinates were warranted; and

WHEREAS, since that time, the Parties have engaged in a cooperative process to revise the coordinate locations of several of the proposed new poles; and

WHEREAS, the City believes that the new coordinate locations are better suited to the needs of the City; and

WHEREAS, the updated pole locations required that certain revisions be made to the Third Memorandum of Understanding; and

WHEREAS, a copy of the updated Third Memorandum of Understanding is attached hereto and made a part hereof; and

WHEREAS, given the revised pole locations, the City wishes to rescind Resolution 2022-193, and adopt the within Resolution which authorizes the City to execute the updated Third Memorandum of Understanding, which contains the amended locations of the affected poles.

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 Resolution No. 2022-193, adopted on April 13, 2022, is hereby rescinded.
2. That the City Manager is hereby authorized to execute the attached updated Third Memorandum of Understanding between the City and SQF relating to the removal and replacement of nine (9) existing City-owned utility poles located at various sites along Ocean Avenue, as more specifically set forth in the attached.
3. That all City officials and employees are hereby authorized and directed to undertake all activities that are necessary in order to further the intentions of the within Resolution.
4. That a certified copy of the within Resolution shall be provided to each of the following:
 - a. SQF, LLC;
 - b. Heather Carlisle, Esq., Sr. Counsel, Siting and Real Estate, Tilson;
 - c. Donna M. Vieiro, City Manager;
 - d. Michele Alonso, Director of Planning and Redevelopment;
 - e. James Bonanno, Transportation Director;
 - f. Robert Bianchini, Director of Capital Projects and Public Facilities;
 - and
 - g. Frederick C. Raffetto, Esq., 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. 2023-110 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK

Third Memorandum of Understanding

SQF, LLC

and

The City of Asbury Park, New Jersey

This Memorandum of Understanding (MOU) sets forth the terms and understanding between SQF, LLC, with an address of 16 Middle Street, 4th Floor, Portland, Maine 04101 (“SQF” or “Licensee”), and the City of Asbury Park, New Jersey (“City” or “Licensor”) to allow Licensee to remove certain existing City-owned utility poles and replace them with new SQF-owned utility poles at the same locations.

1. Background.

SQF has partnered with New York SMSA Limited Partnership d/b/a Verizon Wireless, to provide infrastructure for wireless telecommunications services to Verizon Wireless’s customers. Verizon Wireless wishes to place a small network node on certain utility poles owned by City, that, according to Licensee, are structurally insufficient to accommodate the small network node. Licensee has obtained a right-of-way license agreement from the City allowing it to own infrastructure in the public right-of-way. SQF wishes to remove the structurally insufficient utility poles and replace them with new utility poles that will accommodate the existing attachments, as well as a new Verizon Wireless small network node. The City has agreed to this proposal pursuant to the terms and conditions set forth in this MOU.

2. Scope of Work.

This MOU will evidence the understanding between Licensee and the Licensor of the scope of work and activities that will take place in the replacement of these utility poles:

SQF will remove nine (9) existing City-owned utility poles located at or about the following locations (collectively referred to herein as the “Sites” or “Property”):

- (1) 800 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.21827 , -74.00108, (ASBURY PARK 01); and
- (2) 900 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.219439 , -74.000601, (ASBURY PARK BOARDWALK 02); and
- (3) 950 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.220217 , -74.000328, (ASBURY PARK BOARDWALK 03); and
- (4) 1050 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.221131, -73.999996, (ASBURY PARK BOARDWALK 04); and
- (5) 1101 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.222368 , -73.999836, (ASBURY PARK BOARDWALK 05); and

- (6) 101 5th AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.223771, -74.000551, (ASBURY PARK BOARDWALK 06); and
- (7) 1400 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.22464, -73.998852, (ASBURY PARK BOARDWALK 07); and
- (8) 1470 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.225476, -73.998525, (ASBURY PARK BOARDWALK 08); and
- (9) 1501 OCEAN AVE, ASBURY PARK, NJ 07712,
GPS coordinates 40.226886, -73.998078, (ASBURY PARK BOARDWALK 10).

Licensee represents and warrants that it has inspected the Property for all risks and hazards and finds the Sites suitable for Licensee's intended purpose.

Licensee will remove, perform waste classification and dispose of the utility poles in accordance with all NJDEP requirements at its own cost and expense unless otherwise directed by the City. Licensee will install a new hybrid utility pole at each location and will install the Verizon Wireless small network node as shown on Exhibit A to this MOU on each new pole. Licensee will assume ownership of each new hybrid utility pole, including all liability and all responsibility for future maintenance.

The terms and conditions contained in the Right of Way Use Agreement executed by the Licensor and Licensee, dated November 17, 2017, are hereby incorporated into the MOU as if set forth at length herein. In particular, Licensee shall comply with all existing Ordinances of the Licensor as may be amended from time to time and with all future Ordinances as may be enacted by the Licensor in the future. Additionally, Licensee agrees to remove and replace any of the new poles that are being installed pursuant to the within MOU with "Smart Poles" as that term is defined in the Licensor's Ordinance No. 2022-3 (as may be amended from time to time), per the direction of the Licensor if there is a request for additional collocators on Licensee's pole.

3. Liability Insurance, Hold Harmless, and Indemnification Provisions.

Licensee agrees to indemnify, defend, release and hold harmless Licensor and NJIIF and their respective employees, officials, commissioners, agents, and volunteers from and against any and all liabilities, losses, damages or claims arising out the acts or omissions of Licensee, their agents, employees, shareholders, affiliates, partners, subsidiaries, contractors, arising out of or in any way associated with Licensee's access to, activities upon, in or under or use of the Property, including but not limited to any claims of bodily injury or physical damage to the Property or any person.

4. Insurance.

Prior to its first entry on the Property and no later than January 1 of each year following execution of this Agreement while said Agreement is in effect, Licensee shall provide Licensor and the NJ Intergovernmental Insurance Fund, with address c/o Eric J. Nemeth, PC, 55 Madison Ave, Suite 400, Morristown NJ 07960 ("NJIIF"), with certificates of insurance ("COI's")

naming the City of Asbury Park and NJIIF as “additional insureds” and establishing to the satisfaction of the NJIIF that Licensee is maintaining the following insurance policies and minimum coverage limits with carriers licensed to conduct business in the State of New Jersey: not less than \$2MM per claim/\$5MM aggregate for General Liability and Auto Liability and Completed Operations. Said COIs shall also evidence that statutory Workers Compensation coverage is in place.

5. Reporting.

SQF will notify the City prior to undertaking the removal and replacement of the poles, and provide the date(s) and time(s) that the activity will take place.

6. Contact Information.

SQF, LLC
 Attention: Joshua Broder
 16 Middle St., 4th Floor Portland, ME 04101
 Phone: (207) 358-7402
 Fax: (207) 772-3427
 Email: jbroder@tilsontech.com

City of Asbury Park
 Attention: City Manager
 One Municipal Plaza Asbury Park, NJ 07712
 Phone: (732) 775-2100
 Email: Donna.Vieiro@cityofasburypark.com

7. Choice of Law and Venue.

This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey. The Parties agree that any litigation regarding this Agreement or any claim arising from Licensee’s access to, work on or about or use of the Property will be venued in a court of appropriate jurisdiction in the State of New Jersey.

8. Entire Agreement; Agreement May Be Executed in Counterparts.

This MOU embodies the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, oral or written, with respect to the subject matter hereof. This MOU may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile and/or electronically scanned signatures shall be deemed original for all purposes.

9. Binding Effect.

The obligations and duties set forth in this MOU shall be binding upon the parties and their successors and permitted assigns, and the rights of this MOU shall inure to the benefit of permitted successors and assigns. The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this MOU as of the _____ day of _____, 2022.

By: _____

Joshua Broder

SQF, LLC

Date: _____

By: _____

Donna Vieiro

City Manager, Asbury Park

Date: _____

EXHIBIT A

Attachment: Third Memorandum of Understanding Between SQF LLC the City of Asbury Park (11021731-2xA1E35) (2023-110 : Updated Third

EXHIBIT A

Attachment: EXHIBIT A Cover sheet (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned Utility



SITE NAME:
ASBURY PARK BOARDWALK 01

SITE LOCATION:
[NEAREST TO] 800 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY



APPLICABLE BUILDING CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
[INTERNATIONAL BUILDING CODE (IBC), 2018 AS ADOPTED BY NEW JERSEY]

ELECTRICAL CODE:
[NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 - 2017, NATIONAL ELECTRICAL CODE, AS ADOPTED BY NEW JERSEY]

LIGHTNING PROTECTION CODE:
[NFPA 780 - 2006, LIGHTNING PROTECTION CODE]

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST APPROVED OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, FIFTEENTH EDITION, AISC 360, SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS

TIA-222-H, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES, TIA 607 COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

AMERICAN WELDING SOCIETY (AWS) D1.1 (2004), STRUCTURAL WELDING CODE - STEEL

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE C2 NATIONAL ELECTRIC SAFETY CODE (NEC) 2012

TELCORDIA GR-1275 GENERAL INSTALLATION REQUIREMENTS

AMERICAN ASSOCIATION OF STATE AND HIGHWAY TRANSPORTATION OFFICIAL (AASHTO) ROADSIDE DESIGN GUIDE, 4TH EDITION AND ROADWAY LIGHTING DESIGN GUIDE.

THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION (DOT) DESIGN MANUAL 2015

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

PROJECT SUMMARY:

SITE NAME: ASBURY PARK BOARDWALK 01

NEAREST TO: 800 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

APPLICANT/OWNER: VERIZON NEW JERSEY, INC
657 FLORIDA GROVE RD.
HOPE LAWN, NJ 08861

TELCO PROVIDER: VERIZON

ELECTRIC PROVIDER: JCP&L

APPLICANT: SMSA PARTNERSHIP
D/B/A VERIZON WIRELESS
180 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07921

LATITUDE: 40.21827N (NAD83)
LONGITUDE: 74.00108W (NAD83)
ELEVATION: 9' (NAVD 88)

POLE NUMBER: G39

ROW OWNER: MUNICIPAL

BLOCK AND LOT: N/A [IN R.O.W.] (NEAREST TO 4502/1.05)

POLE TYPE: CONCEALFAB

ENGINEER: COLLEEN CONNOLLY
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

ENGINEERING CONTACT: ANTHONY REKOSIK
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

APPROVALS

		APPROVED	APPROVED AS NOTED	DISAPPROVED/ REVISE
CONSTRUCTION MANAGER:	DATE	☐	☐	☐
RF ENGINEER:	DATE	☐	☐	☐
PROJECT MANAGER:	DATE	☐	☐	☐
APPLICANT:	DATE	☐	☐	☐
APPLICANT AGENT:	DATE	☐	☐	☐
SITE OWNER/OWNER REP:	DATE	☐	☐	☐

SCOPE OF WORK:

- INSTALLATION OF (4) PROPOSED ANTENNAS AND (2) RRH UNITS ON A CONCEALFAB POLE.
- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
- FACILITY HAS NO PLUMBING OR REFRIGERANTS
- THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REGULATORY REQUIREMENTS
- ALL NEW MATERIAL SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR UNLESS NOTED OTHERWISE. CABINETS, ANTENNAS/RRU AND CABLES FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR
- ASSOCIATED AC POWER TELECOMMUNICATION AND RF CABLING

FLOOD ZONE:

MAP NUMBER: 34025C0334F

FLOOD ZONE TYPE: VE

BASE FLOOD ELEVATION: 10'

LOCATION MAP
NOT TO SCALE

DWG.	DWG. TITLE
C1	COVER PAGE
GN1	GENERAL NOTES
S1	SITE PLAN AND ELEVATION
S2	STRUCTURAL DETAILS
S3	DETAILS
S4	DETAILS
S5	ONE LINE DIAGRAMS
G1	GROUNDING DETAILS

(TYPICAL DRAFTING STANDARDS FOR ALL SHEETS)

Existing	Light, Upper And Lower Case Lettering When Labeling Existing Features
PROPOSED	BOLD, UPPER CASE LETTERING WHEN LABELING PROPOSED FEATURES
	Light Lines Represent Existing Features
	DARK LINES REPRESENT PROPOSED FEATURES



3.D.15.c

Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2513 Fax 908.323.2525

NJ PROFESSIONAL ENGINEER # 24GE04133700
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APPLICANT:



CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE THAT THEY HAVE THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS.

1	DESIGN UPDATE	05/23/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DAT

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 01

[NEAREST TO]
800 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

COVER PAGE

DRAWING NO.: PAGE NO.:

C1

GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR SAFETY DURING CONSTRUCTION. SCHERER DESIGN GROUP HAS NO RESPONSIBILITY FOR OR CONTROL OVER SAFETY AT ANY TIME.
2. THE NOTES CONTAINED HEREIN ARE NOT PROJECT SPECIFIC. THE CONTRACTOR SHALL UTILIZE ALL THE NOTES WHICH PERTAIN TO THE WORK DEPICTED IN THIS DOCUMENT.
3. THE CONTRACTORS SHALL CONTACT SDG TO VERIFY THAT THEY HAVE BEEN ISSUED THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS PRIOR TO THE START OF CONSTRUCTION.
4. ALL DIMENSIONS AND INFORMATION SHOWN IN THE DRAWINGS ARE APPROXIMATE, DERIVED FROM LIMITED FIELD OBSERVATIONS, MADE FOR THIS PROJECT BY THE CONTRACTOR. DETAILED INFORMATION WAS COLLECTED FOR SPECIFIC WORK AREAS, WHERE NOTED. THIS INFORMATION IS TO BE USED FOR THE WORK SHOWN ON THESE PLANS ONLY.
5. UNLESS SPECIFICALLY REQUESTED BY THE CLIENT OR REQUIRED TO PROCEED WITH THE CREATION OF THE CONSTRUCTION DOCUMENTS, STRUCTURAL PROBES HAVE NOT BEEN PERFORMED. UTILITY POLE AND ASSOCIATED HARDWARE CONFIGURATION AND CONDITION NOT OTHERWISE VISIBLE BENEATH SURFACE FINISHES, MAY VARY AND SHALL BE CONFIRMED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES, WHETHER IN CONFIGURATION OR CONDITION SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP.
6. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & FIELD CONDITIONS PRIOR TO THE START OF CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP. THE CONSEQUENCES OF PROCEEDING WITH CONSTRUCTION AFTER DISCOVERING A FIELD CONDITION DISCREPANCY AND WITHOUT THE APPROVAL OR RECOMMENDATIONS OF SCHERER DESIGN GROUP, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
8. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PERMITS AND INSPECTIONS TO COMPLETE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL INSPECTIONS REQUIRED BY THE AUTHORITY HAVING JURISDICTION, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL, PLUMBING, FIRE PROTECTION AND STRUCTURAL.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY SCHERER DESIGN GROUP OF CONSTRUCTION STAGES WHICH REQUIRE SPECIAL OR CONTROLLED INSPECTIONS WITH A MINIMUM OF 48 HOURS (BUSINESS DAYS) NOTICE. THESE INSPECTIONS INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE REINFORCEMENT, CONCRETE POURING, STRUCTURAL STEEL ERECTION/BOLTING, WELDING AND THE INSTALLATION OF EPOXY ANCHORS. FAILURE TO COORDINATE THESE INSPECTIONS WITH SCHERER DESIGN GROUP MAY PROHIBIT SIGNOFF WITH THE AUTHORITY HAVING JURISDICTION.
10. SCHERER DESIGN GROUP HAS NOT PERFORMED AN INSPECTION FOR HAZARDOUS MATERIALS. THESE DRAWINGS ARE NOT MEANT TO DEPICT OR IMPLY THE PRESENCE OR ABSENCE OF SUCH MATERIALS WITHIN THE PROPOSED WORK AREAS.
11. TRUE NORTH SHALL BE DETERMINED BY CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR PROPER AZIMUTH ALIGNMENT.
12. THE CONTRACTOR SHALL CONTACT THE TELECOMMUNICATIONS CARRIER TO ACQUIRE THE LATEST RF DATA SHEET PRIOR TO THE START OF CONSTRUCTION. RF INFORMATION ISSUED BY THE TELECOMMUNICATIONS CARRIER SUPERSEDES INFORMATION CONTAINED HEREIN. CONTACT SCHERER DESIGN GROUP IMMEDIATELY IF DESIGN CHANGED ARE REQUIRED.
13. ROUTING IS DIAGRAMMATIC AND CONTRACTOR IS TO UTILIZE BEST POSSIBLE ROUTING TO EXPEDITE CONSTRUCTION PROCESS, CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING FIELD CHANGES WITH THE AHJ AND JCP&L.
14. ALL DISTURBED AREAS SHALL BE RESTORED TO THEIR PREVIOUS CONDITION UPON COMPLETION OF EACH PHASE OF WORK.
15. CONTRACTOR SHALL KEEP SITE CLEAN AND ORDERLY AT ALL TIMES.
16. GROUNDING INSTALLATION TO BE COMPLETED IN ONE SHIFT. CONTRACTOR IS RESPONSIBLE FOR PEDESTRIAN PROTECTION AROUND TRENCH.
17. CONTRACTOR SHALL COORDINATE WITH THE AUTHORITY HAVING JURISDICTION OF THE ADJACENT ROADWAY TO DETERMINE IF PERMITS ARE REQUIRED TO WORK IN THE RIGHT OF WAY AND IF TRAFFIC CONTROL IS REQUIRED. CONTRACTOR SHALL OBTAIN AND COMPLY WITH ANY REQUIRED PERMITS.

MATERIAL NOTES:

1. ALL EQUIPMENT, CONDUCTORS, AND DEVICES SHALL COMPLY WITH NESC (LATEST EDITION) REQUIREMENTS, FCC APPROVALS, AND LOCAL UTILITY SPECIFICATIONS.
2. ALL EQUIPMENT, RACEWAY, CABLES, AND CONDUCTORS SHALL BE PROPERLY ATTACHED TO THE UTILITY POLE OR LIGHTING FIXTURE PER NESC REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS
3. ALL GROUNDS SHALL BE IN ACCORDANCE WITH NESC REQUIREMENTS AND JCP&L SPECIFICATIONS. GROUND CONDUCTORS SHALL NOT BE SMALLER THAN #6 AWG COPPER, UNLESS OTHERWISE SPECIFIED
4. BOLT HOLES SHALL BE PUNCHED OR DRILLED. FLAME CUT HOLES ARE NOT ACCEPTABLE.
5. INSTALL ALL EQUIPMENT AND DEVICES PLUMB AND LEVEL, ACCURATELY FITTED, AND FREE FROM DISTORTIONS AND/OR DEFECTS NOT TO CAUSE ANY INCREASED HAZARD TO THE GENERAL PUBLIC OR TO TRAFFIC FLOW
6. NOTIFY JCP&L PRIOR TO FIELD CUTTING OR MODIFYING APPROVED EQUIPMENT.
7. ALL BOLTS, ANCHORS, AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 - ZINC COATING (HOT-DIP) OR IRON AND STEEL HARDWARE.
8. ALL ELECTRICAL EQUIPMENT SHALL BE HOUSED IN NEMA 3R ENCLOSURES.

CONCRETE AND REINFORCING STEEL NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE PROJECT SPECIFICATIONS.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE
3. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60. DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS.

CONCRETE CAST AGAINST EARTH.....	3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER	
#6 AND LARGER.....	2 IN.
#5 AND SMALLER & WWF.....	1 1/2IN.
CONCRETE NOT EXPOSED TO EARTH OR WEATHER	
OR NOT CAST AGAINST THE GROUND.	
SLAB AND WALL.....	3/4 IN.
BEAMS AND COLUMNS.....	1 1/2 IN.
5. A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
6. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S WRITTEN RECOMMEND PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE. EXPANSION BOLTS SHALL BE PROVIDED BY RAMSET/REDHEAD OR APPROVED EQUAL.

OPERATIONAL SAFETY PROCEDURES

1. INTERFERENCE WITH ANY JCP&L COMMUNICATION OR DISTRIBUTION AUTOMATION RADIO SYSTEM WILL NOT BE PERMITTED. THE RADIO SYSTEM IS THE PRIMARY COMMUNICATION FOR EMPLOYEES OF JCP&L AND IS ESSENTIAL FOR RESPONSE TO EMERGENCIES. THIS NON-INTERFERENCE CLAUSE SHALL APPLY EVEN IF THE JCP&L RADIO EQUIPPED VEHICLE OR HANDHELD UNIT IS TEMPORARILY LOCATED NEAR THE ANTENNA SYSTEM WHILE PERFORMING WORK.
2. THE LICENSEE IS RESPONSIBLE FOR PLACING A SIGN ON THE POWER SUPPLY INDICATING A 24 HOUR CONTACT TELEPHONE NUMBER IN CASE OF EMERGENCY. THE PHONE NUMBER MUST BE VISIBLE FROM THE GROUND AND THE SIGN MUST BE MADE FROM A NON-METALLIC, EASILY READABLE, ULTRA VIOLET (UV) RESISTANT MATERIAL.
3. A NOTICE SIGN IS TO BE PLACED ON THE POWER SUPPLY BY THE LICENSEE REGARDING RF EMISSIONS IN ACCORDANCE WITH IEEE C95.2-2005, VIZ: 29 C.F.R.OSHA § 1910.268(p)(2), AND CONSISTENT WITH THE REQUIREMENTS OUTLINED IN THE RF STUDY INCLUDED WITH THIS SUBMITTAL.
4. THE LICENSEE'S POWER SUPPLY MUST BE EQUIPPED WITH AN EXTERNAL, PADLOCK-ABLE, AC/BATTERY COMBO, DISCONNECT SWITCH BETWEEN THE POWER SOURCE AND THE TRANSCEIVER. THE LICENSEE'S PADLOCK-ABLE, AC/BATTERY, DISCONNECT SWITCH MUST CUTOFF AC POWER TO THE TRANSCEIVER AND BACKUP BATTERY POWER (IF APPLICABLE). THE POWER SUPPLY/TRANSCEIVER CABINET WILL BE EQUIPPED WITH AN EXTERNAL INDICATOR LIGHT AND A PROVISIONAL TEST POINT THAT WILL VERIFY THE ANTENNA SYSTEM HAS BEEN RENDERED INOPERABLE. ALL ASPECTS OF THE TOTAL INSTALLATION SHALL BE IN ADHERENCE TO CURRENT EDITIONS OF BOTH THE NESC AND THE NEC.



APPLICANT:



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0	ISSUED FOR CONSTRUCTION	02/19/
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PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 01

[NEAREST TO]
800 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED

DATE: 02/19/21

DRAWING TITLE:

GENERAL NOTES

DRAWING NO.:

PAGE NO.:

GN1

Packet Pg. 173



Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2513 Fax 908.323.2525



COLLEEN CONNOLLY
NJ PROFESSIONAL ENGINEER #24GE04133700
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ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

SITE PLAN
AND ELEVATION

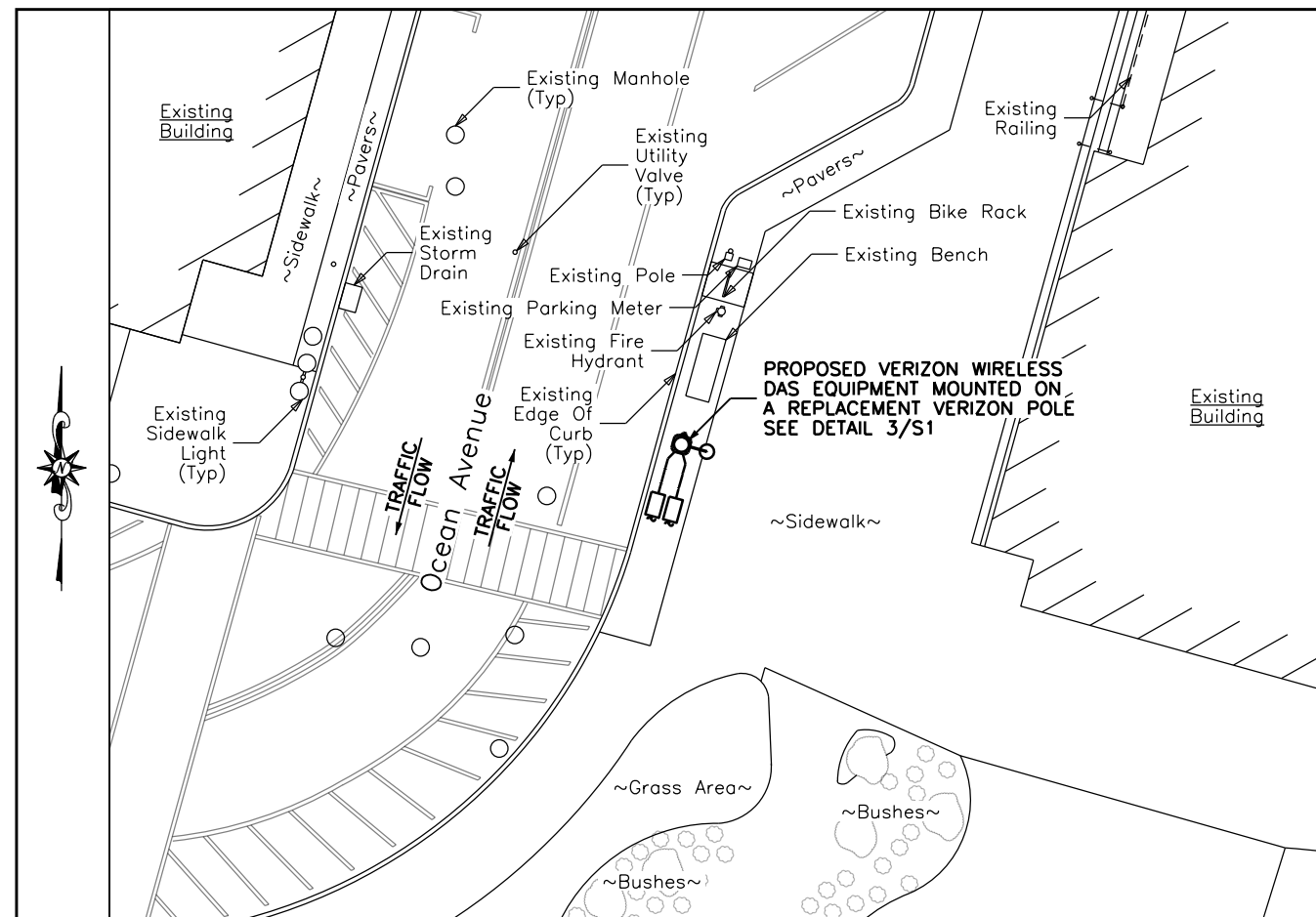
DRAWING NO.: PAGE NO.:

S1

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NOTES:

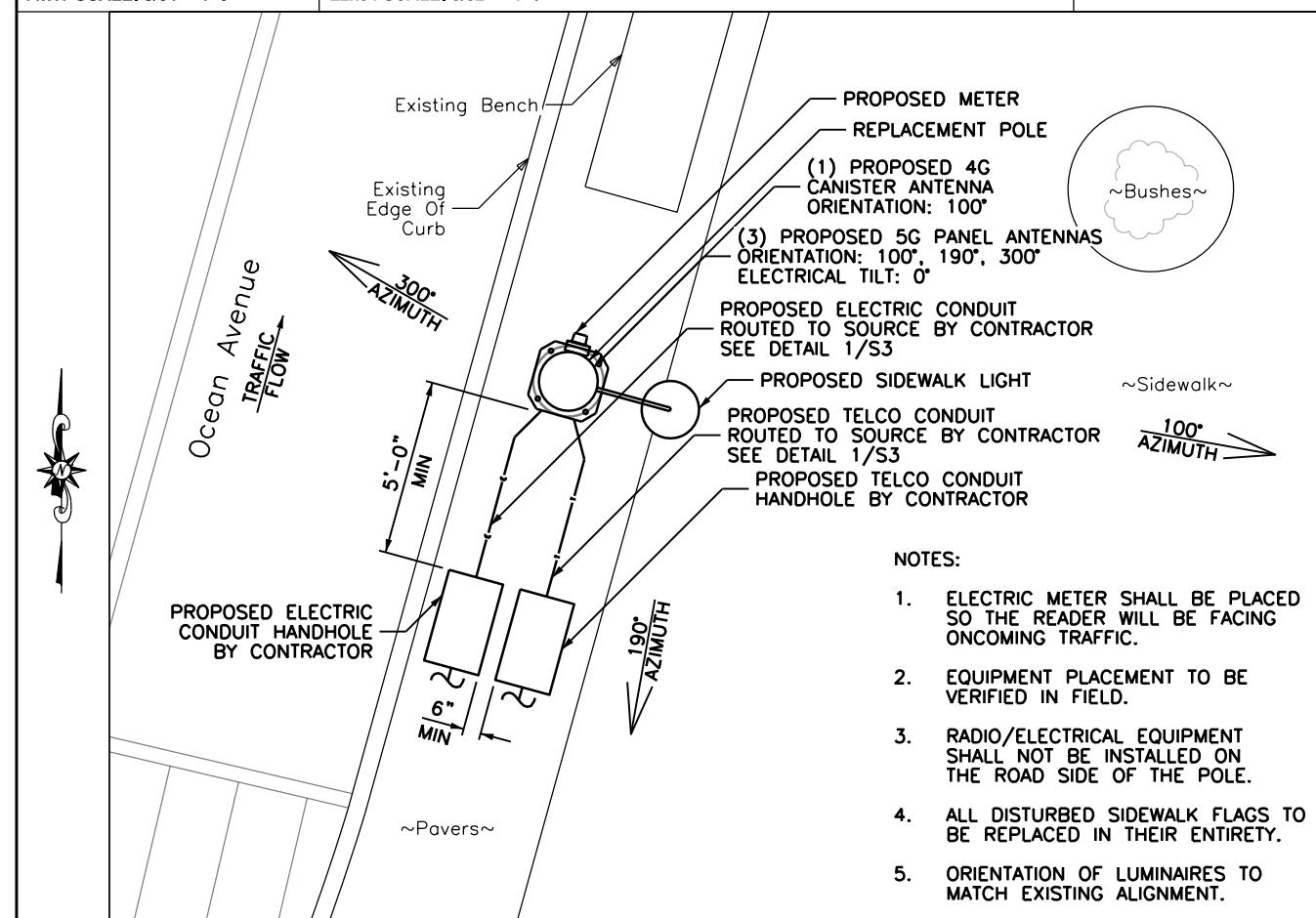
- EXISTING 14'-1" +/- POLE TO BE REPLACED WITH 25'-0" +/- POLE.
- PROPOSED POLE TO BE A CONCEALFAB HIGH CAPACITY POLE. FINAL DESIGN INCLUDING FOUNDATION TO BE DESIGNED BY OTHERS AND APPROVED BY SDG.



1 OVERALL SITE PLAN

11x17 SCALE: 3/64" = 1'-0" 22x34 SCALE: 3/32" = 1'-0"

0 10' 20'



NOTES:

- ELECTRIC METER SHALL BE PLACED SO THE READER WILL BE FACING ONCOMING TRAFFIC.
- EQUIPMENT PLACEMENT TO BE VERIFIED IN FIELD.
- RADIO/ELECTRICAL EQUIPMENT SHALL NOT BE INSTALLED ON THE ROAD SIDE OF THE POLE.
- ALL DISTURBED SIDEWALK FLAGS TO BE REPLACED IN THEIR ENTIRETY.
- ORIENTATION OF LUMINAIRES TO MATCH EXISTING ALIGNMENT.

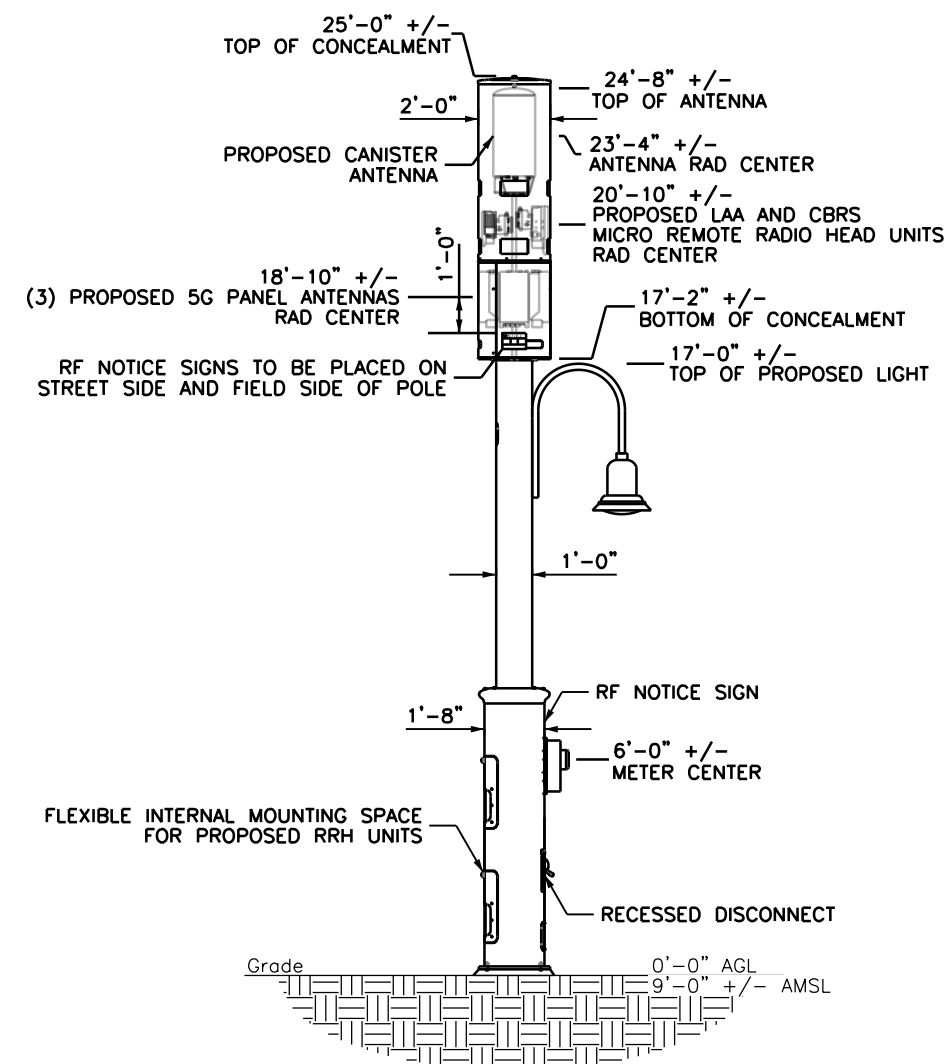
2 SITE PLAN

11x17 SCALE: 3/16" = 1'-0" 22x34 SCALE: 3/8" = 1'-0"

0 3' 6'

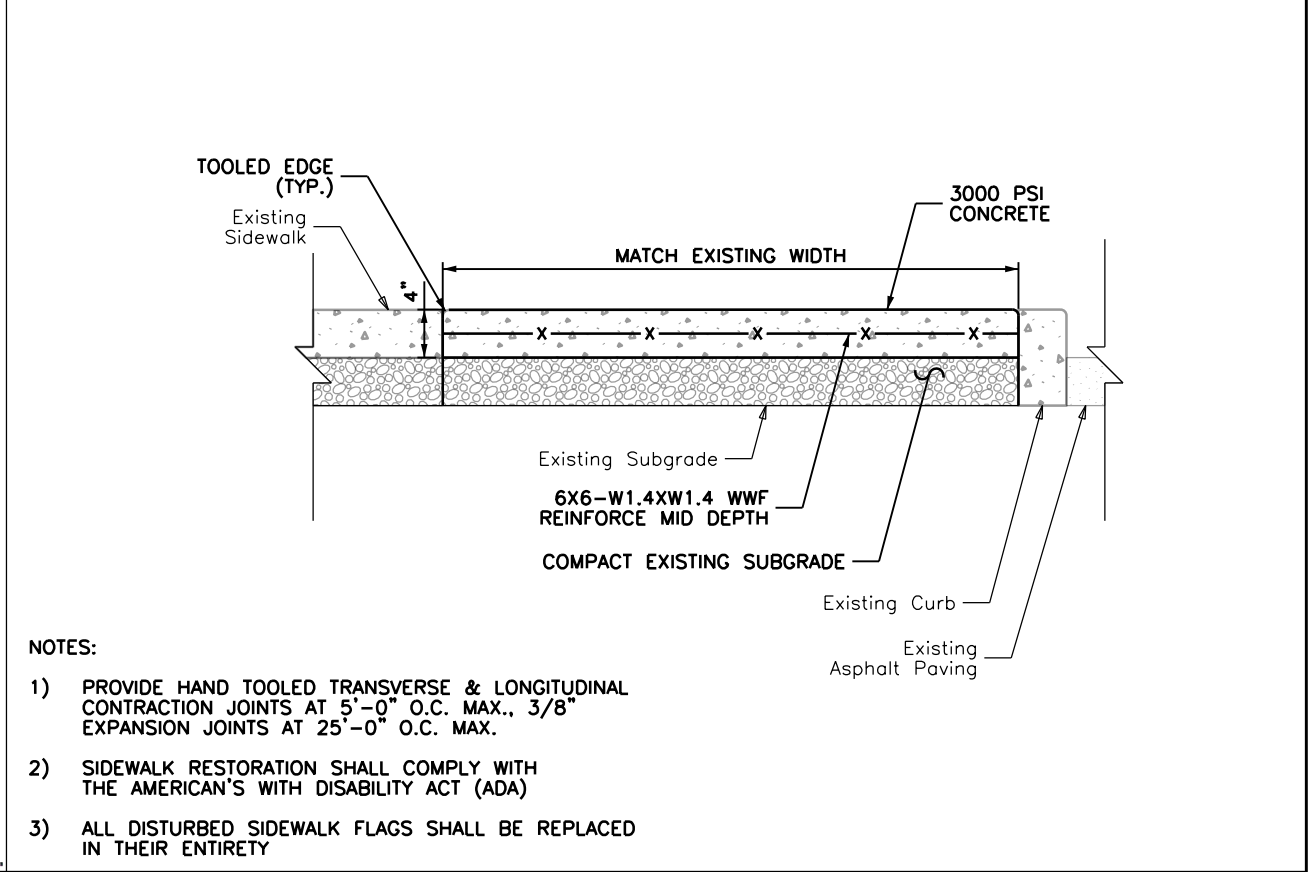
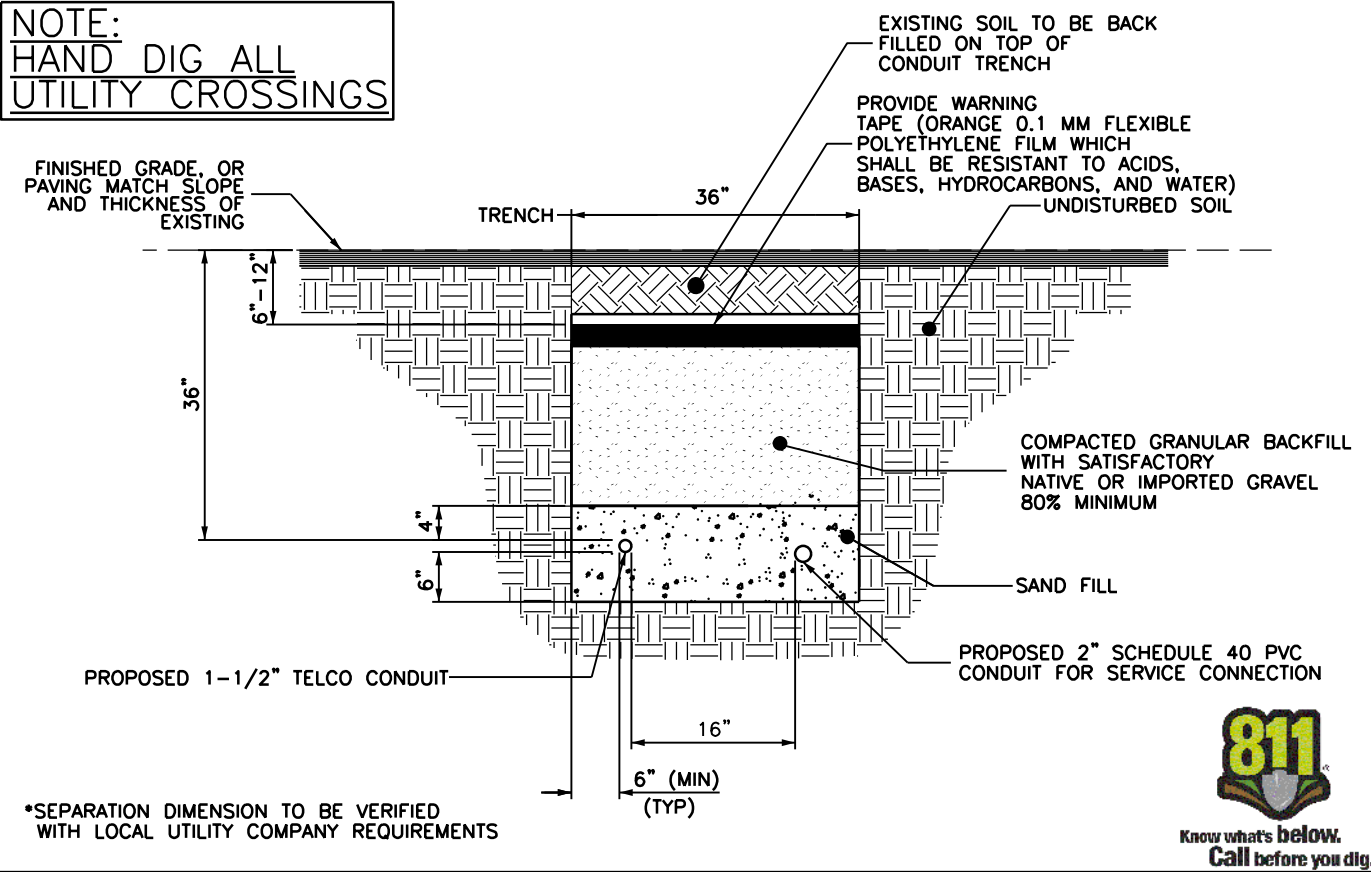
3 POLE ELEVATION

11x17 SCALE: 3/16" = 1'-0" 22x34 SCALE: 3/8" = 1'-0"



0 3' 6'

NOTE:
HAND DIG ALL
UTILITY CROSSINGS



- NOTES:
- 1) PROVIDE HAND TOOLED TRANSVERSE & LONGITUDINAL CONTRACTION JOINTS AT 5'-0" O.C. MAX., 3/8" EXPANSION JOINTS AT 25'-0" O.C. MAX.
 - 2) SIDEWALK RESTORATION SHALL COMPLY WITH THE AMERICAN'S WITH DISABILITY ACT (ADA)
 - 3) ALL DISTURBED SIDEWALK FLAGS SHALL BE REPLACED IN THEIR ENTIRETY

1	TRENCHING DETAIL
11x17 SCALE: NTS	22x34 SCALE: NTS

2	SIDEWALK DETAIL
11x17 SCALE: NTS	22x34 SCALE: NTS

3.D.15.c

SDG

SCHERER DESIGN GROUP, LLC

Shelbourne at Hunterdon
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Ph 908.323.2513 Fax 908.323.2525

NEW JERSEY
Professional Engineer
No. 24GE04133700
ROBERT J. SCHERER
NJ PROFESSIONAL ENGINEER 24GE04133700

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APPLICANT:

verizon

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PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 01

[NEAREST TO]
800 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED

DATE: 02/19/21

DRAWING TITLE:

DETAILS

DRAWING NO.:

PAGE NO.:

S3

Packet Pg. 176

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned

NEW JERSEY
JULIEEN CONNO
No.
24GE04133700

APPLICANT:

verizon

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ASBURY PARK, NJ
MONMOUTH COUNTY

it A

SDG PROJECT #: 19VSC030

SCALE: AS NOTED	DATE: 02/19/21
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DRAWING TITLE:

ONE LINE DIAGRAMS

DRAWING NO.:	PAGE NO.:
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Packet Pg. 178

-
- The diagram illustrates a proposed fiber optic network topology. At the center is a circular node labeled "FOSC".
- Connections to the FOSC include:
- A line from the top left labeled "1 PROPOSED FIBER STRAND FROM FOSC TO LAA RADIO" pointing to a box labeled "LAA MICRO RRH".
 - A line from the top right labeled "1 PROPOSED FIBER PAIR FROM FOSC TO CBRS RADIO" pointing to a box labeled "CBRS MICRO RRH".
 - A line from the middle left labeled "5G PANEL ANTENNA" pointing to a box labeled "5G PANEL ANTENNA".
 - A line from the middle center labeled "5G PANEL ANTENNA" pointing to a box labeled "5G PANEL ANTENNA".
 - A line from the middle right labeled "5G PANEL ANTENNA" pointing to a box labeled "5G PANEL ANTENNA".
 - A line from the bottom left labeled "1 PROPOSED FIBER STRAND FROM FOSC TO RADIO" pointing to a box labeled "4G RRH".
 - A line from the bottom right labeled "1 PROPOSED FIBER STRAND FROM FOSC TO RADIO" pointing to a box labeled "4G RRH".
- Additional labels and connections:
- A line from the left labeled "PROPOSED FIBER LINE TO PROPOSED FOSC AS PER UTILITY COMPANY SPECIFICATIONS" points to the FOSC node.
 - A line from the right labeled "1 PROPOSED FIBER PAIR FROM FOSC TO PROPOSED PANEL ANTENNAS" points to the FOSC node.

11x17 SCALE: NTS	22x34 SCALE: NTS
------------------	------------------

METER
MODEL: MILBANK U2272-RL-5T9-BL
DIMENSIONS (HxWxD): 18.5" X 10" X 4.8"



Diagram illustrating the electrical connections for a 120/240V NEMA 3R single phase distribution panel.

The panel includes the following components and connections:

- Panel Breakers:**
 - SPARE (4)
 - 20A (1)
 - 10A (2)
 - 10A (2)
 - 20A (2)
 - 100A (Main Breaker)
- Panel Outputs:**
 - TO LIGHT
 - 5G PANEL ANTENNA (3)
 - TO RECTIFIER FOR LOW BAND RRH AND CBRS RRH
 - TO RECTIFIER FOR HIGH BAND RRH AND LAA RRH
 - 100A (Ground Bus)
- Grounding:**
 - GROUND BUS
 - GROUND BUS BAR
 - GROUND ROD
 - PROPOSED (1) #6 AWG THHN
- Service and Metering:**
 - 120V/240V (Electric Service)
 - PROPOSED HANDHOLE
 - MILBANK METER BASE 125A 600V AC MOUNTED TO POLE
 - PROPOSED (3) #3 AWG(Cu) THHN
- Other Labels:**
 - PLUG IN CIRCUIT BREAKER (TYP)
 - PROPOSED #12/3 SJOW CABLE (TYP)

11x17 SCALE: NTS	22x34 SCALE: NTS	11x17 SCALE: NTS	22x34 SCALE: NTS
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11x17 SCALE: NTS	22x34 SCALE: NTS
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11x17 SCALE: NTS	22x34 SCALE: NTS
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ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

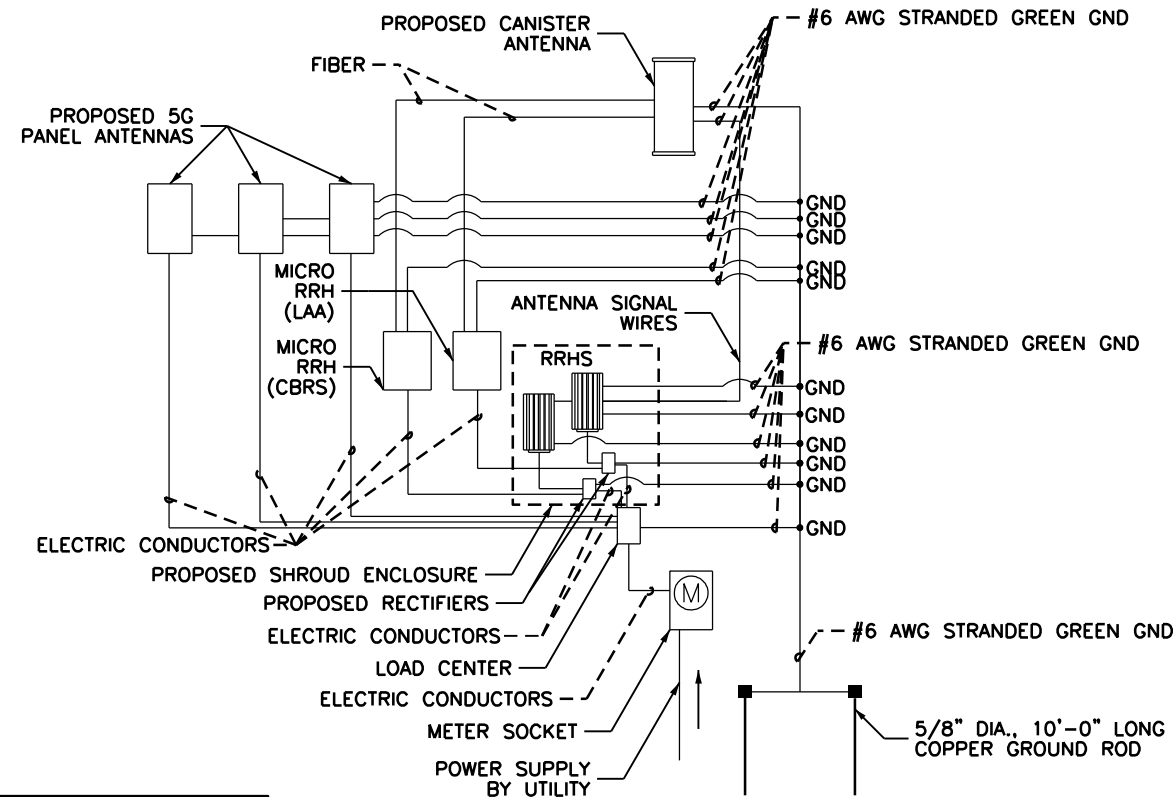
GROUNDING DETAILS

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G1

Packet Pg. 179

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned



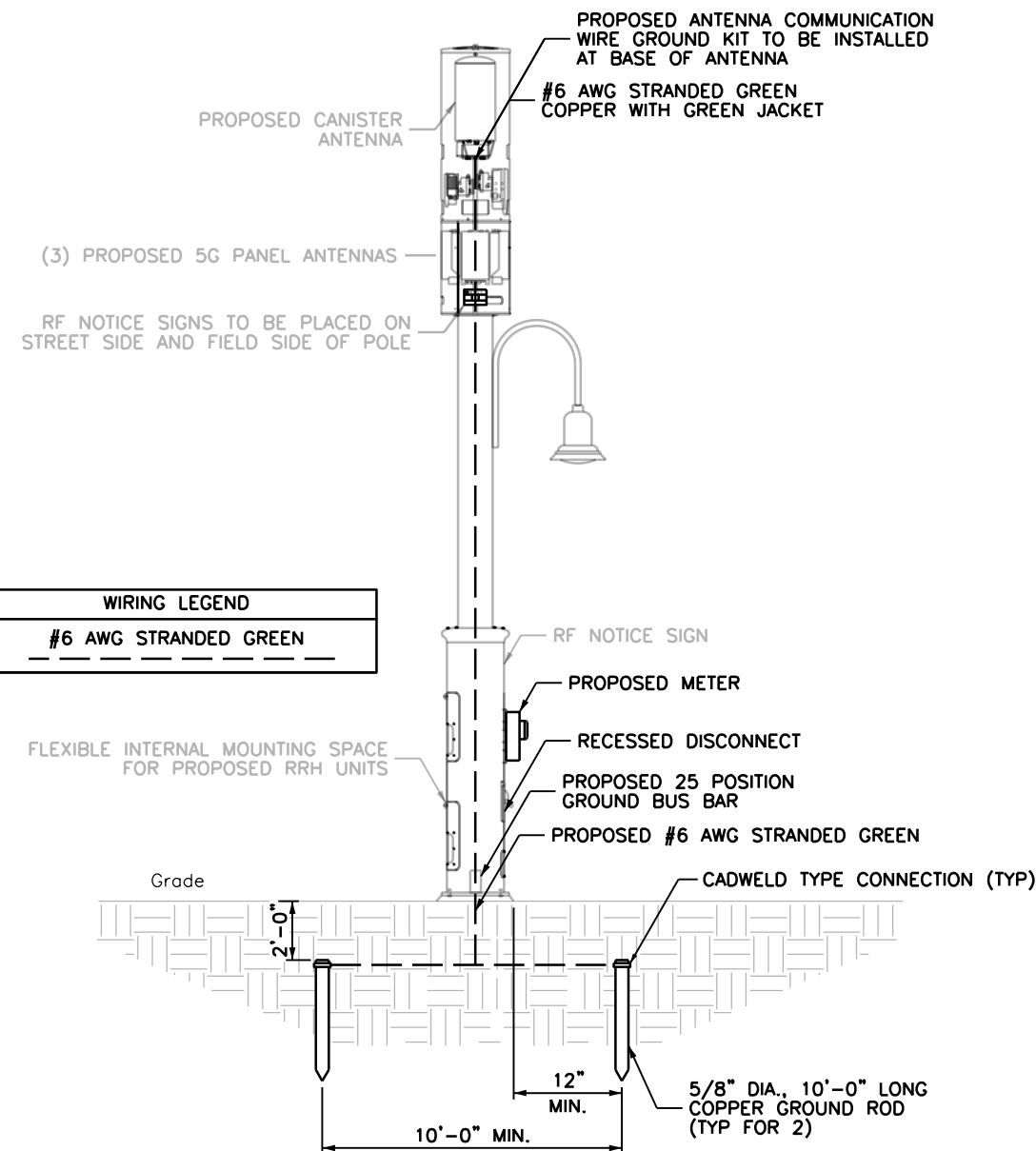
- CADWELD TYPE CONNECTION
- COMPRESSION TYPE CONNECTION

2 GENERAL WIRING DIAGRAM

11x17 SCALE: NTS 22x34 SCALE: NTS

GROUNDING NOTES:

- LICENSEE MUST PROVIDE SEPARATE GROUNDING FOR THEIR EQUIPMENT. LICENSEE WILL NOT BE ALLOWED TO ATTACH TO JCPL'S GROUNDING SYSTEM, EXCEPT FOR A REMOVABLE BONDING JUMPER NEAR THE BASE OF THE POLE. THE REMOVABLE BONDING JUMPER SHALL PERMIT TESTING OF EACH GROUND AND WHEN BONDED TOGETHER ASSURES THAT EACH GROUND IS AT THE SAME POTENTIAL POINT.
- GROUND RODS SHALL BE "COPPER WELD" STEEL, MINIMUM 5/8 INCH DIAMETER, AND 10 FOOT LENGTH WITH THE CAPABILITY TO ADD LENGTH IN ORDER TO DECREASED GROUND IMPEDANCE WHERE SUCH SOIL CONDITIONS REQUIRE IT.
- THE GROUND CONDUCTOR SHALL BE MEDIUM HARD DRAWN, SOLID, INSULATED NO. 6 AWG COPPER AND SHALL MEET THE REQUIREMENTS OF ASTM B2. THE GROUND CONDUCTOR INSULATION THICKNESS SHALL BE 60 MILS OF UNFILLED, BLACK, CROSS LINKED POLYETHYLENE, TESTED IN ACCORDANCE WITH ICEA S-66-524, SECTION 3.7. THE MANUFACTURER'S NAME AND THE YEAR OF MANUFACTURE SHALL BE IMPRINTED ON THE CONDUCTOR AT INTERVALS OF APPROXIMATELY ONE FOOT. LICENSEE'S GROUND CONDUCTOR SHALL BE CLEARLY IDENTIFIED WITH A BRASS TAG OR OTHER ACCEPTABLE MEANS, ATTACHED TO THE CONDUCTOR AT THE BASE OF THE POLE, INDICATING LICENSEE'S IDENTIFICATION.
- ALL CONNECTORS SHALL BE BRASS OF THE DESIGN THAT PERMITS CIRCUMFERENTIAL CLAMPING ON BOTH WIRE AND ROD.
- THE LICENSEE'S GROUNDING SYSTEM SHALL YIELD A GROUND RESISTANCE OF 25 OHMS OR LESS.
- ALL METALLIC PARTS OF THE INSTALLATION ON THE POLE SHALL BE BONDED TOGETHER AND GROUNDED TO THE LICENSEE'S GROUNDING SYSTEM.
- DISSIMILAR METAL CONNECTIONS MUST BE AVOIDED FOR ALL GROUNDING ATTACHMENTS MADE ALONG THE POLE.
- ALL GROUND WIRES THROUGH THE NEUTRAL ZONE DOWN TO THE BASE OF THE POLE, ON SECONDARY POLES, SHALL BE COVERED WITH NON-METALLIC HEAVY WALL MOLDING TO PROVIDE PHYSICAL PROTECTION AND SECURED WITH STAPLES.



1 GROUNDING DETAILS

11x17 SCALE: 3/16" = 1'-0" 22x34 SCALE: 3/8" = 1'-0"

3 GROUNDING NOTES

11x17 SCALE: NTS 22x34 SCALE: NTS



SITE NAME:
ASBURY PARK BOARDWALK 02

SITE LOCATION:
[NEAREST TO] 900 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY



APPLICABLE BUILDING CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
[INTERNATIONAL BUILDING CODE (IBC), 2018 AS ADOPTED BY NEW JERSEY]

ELECTRICAL CODE:
[NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 - 2017, NATIONAL ELECTRICAL CODE, AS ADOPTED BY NEW JERSEY]

LIGHTNING PROTECTION CODE:
[NFPA 780 - 2006, LIGHTNING PROTECTION CODE]

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST APPROVED OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, FIFTEENTH EDITION, AISC 360, SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS

TIA-222-H, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES, TIA 607 COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

AMERICAN WELDING SOCIETY (AWS) D1.1 (2004), STRUCTURAL WELDING CODE - STEEL

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE C2 NATIONAL ELECTRIC SAFETY CODE (NEC) 2012

TELCORDIA GR-1275 GENERAL INSTALLATION REQUIREMENTS

AMERICAN ASSOCIATION OF STATE AND HIGHWAY TRANSPORTATION OFFICIAL (AASHTO) ROADSIDE DESIGN GUIDE, 4TH EDITION AND ROADWAY LIGHTING DESIGN GUIDE.

THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION (DOT) DESIGN MANUAL 2015

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

PROJECT SUMMARY:

SITE NAME: ASBURY PARK BOARDWALK 02

NEAREST TO: 900 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

APPLICANT/OWNER: VERIZON NEW JERSEY, INC
657 FLORIDA GROVE RD.
HOPE LAWN, NJ 08861

TELCO PROVIDER: VERIZON

ELECTRIC PROVIDER: JCP&L

APPLICANT: SMSA PARTNERSHIP
D/B/A VERIZON WIRELESS
180 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07921

LATITUDE: 40.219439N (NAD83)
LONGITUDE: 74.000601W (NAD83)
ELEVATION: 8' (NAVD 88)

POLE NUMBER: G47

ROW OWNER: MUNICIPAL

BLOCK AND LOT: N/A [IN R.O.W.] (NEAREST TO 4501/1.08)

POLE TYPE: CONCEALFAB

ENGINEER: COLLEEN CONNOLLY
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

ENGINEERING CONTACT: ANTHONY REKOSIK
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

APPROVALS

		APPROVED	APPROVED AS NOTED	DISAPPROVED/ REVISE
CONSTRUCTION MANAGER:	DATE	☐	☐	☐
RF ENGINEER:	DATE	☐	☐	☐
PROJECT MANAGER:	DATE	☐	☐	☐
APPLICANT:	DATE	☐	☐	☐
APPLICANT AGENT:	DATE	☐	☐	☐
SITE OWNER/OWNER REP:	DATE	☐	☐	☐

LOCATION MAP
NOT TO SCALE

DWG.	DWG. TITLE
C1	COVER PAGE
GN1	GENERAL NOTES
S1	SITE PLAN AND ELEVATION
S2	STRUCTURAL DETAILS
S3	DETAILS
S4	DETAILS
S5	ONE LINE DIAGRAMS
G1	GROUNDING DETAILS

(TYPICAL DRAFTING STANDARDS FOR ALL SHEETS)	
Existing	Light, Upper And Lower Case Lettering When Labeling Existing Features
PROPOSED	BOLD, UPPER CASE LETTERING WHEN LABELING PROPOSED FEATURES
	Light Lines Represent Existing Features
	DARK LINES REPRESENT PROPOSED FEATURES



SCOPE OF WORK:

- INSTALLATION OF (3) PROPOSED ANTENNAS AND (2) RRH UNITS ON A CONCEALFAB POLE
- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
- FACILITY HAS NO PLUMBING OR REFRIGERANTS
- THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REGULATORY REQUIREMENTS
- ALL NEW MATERIAL SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR UNLESS NOTED OTHERWISE. CABINETS, ANTENNAS/RRU AND CABLES FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR
- ASSOCIATED AC POWER TELECOMMUNICATION AND RF CABLING

FLOOD ZONE:

MAP NUMBER: 34025C0332F

FLOOD ZONE TYPE: VE

BASE FLOOD ELEVATION: 10'

3.D.15.c

Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2513 Fax 908.323.2525

NJ PROFESSIONAL ENGINEER # 24GE04133700
IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DOCUMENT IN ANY WAY. SIGNATURE AND SEAL NOT VALID UNLESS ORIGINAL.

APPLICANT:



CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE THAT THEY HAVE THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS.

1	DESIGN UPDATE	05/23/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DAT

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 02

[NEAREST TO]
900 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

COVER PAGE

DRAWING NO.: PAGE NO.:

C1

Packet Pg. 180

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY DURING CONSTRUCTION. SCHERER DESIGN GROUP HAS NO RESPONSIBILITY FOR OR CONTROL OVER SAFETY AT ANY TIME.
- THE NOTES CONTAINED HEREIN ARE NOT PROJECT SPECIFIC. THE CONTRACTOR SHALL UTILIZE ALL THE NOTES WHICH PERTAIN TO THE WORK DEPICTED IN THIS DOCUMENT.
- THE CONTRACTORS SHALL CONTACT SDG TO VERIFY THAT THEY HAVE BEEN ISSUED THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS PRIOR TO THE START OF CONSTRUCTION.
- ALL DIMENSIONS AND INFORMATION SHOWN IN THE DRAWINGS ARE APPROXIMATE, DERIVED FROM LIMITED FIELD OBSERVATIONS, MADE FOR THIS PROJECT BY THE CONTRACTOR. DETAILED INFORMATION WAS COLLECTED FOR SPECIFIC WORK AREAS, WHERE NOTED. THIS INFORMATION IS TO BE USED FOR THE WORK SHOWN ON THESE PLANS ONLY.
- UNLESS SPECIFICALLY REQUESTED BY THE CLIENT OR REQUIRED TO PROCEED WITH THE CREATION OF THE CONSTRUCTION DOCUMENTS, STRUCTURAL PROBES HAVE NOT BEEN PERFORMED. UTILITY POLE AND ASSOCIATED HARDWARE CONFIGURATION AND CONDITION NOT OTHERWISE VISIBLE BENEATH SURFACE FINISHES, MAY VARY AND SHALL BE CONFIRMED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES, WHETHER IN CONFIGURATION OR CONDITION SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS & FIELD CONDITIONS PRIOR TO THE START OF CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP. THE CONSEQUENCES OF PROCEEDING WITH CONSTRUCTION AFTER DISCOVERING A FIELD CONDITION DISCREPANCY AND WITHOUT THE APPROVAL OR RECOMMENDATIONS OF SCHERER DESIGN GROUP, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
- CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PERMITS AND INSPECTIONS TO COMPLETE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL INSPECTIONS REQUIRED BY THE AUTHORITY HAVING JURISDICTION, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL, PLUMBING, FIRE PROTECTION AND STRUCTURAL.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY SCHERER DESIGN GROUP OF CONSTRUCTION STAGES WHICH REQUIRE SPECIAL OR CONTROLLED INSPECTIONS WITH A MINIMUM OF 48 HOURS (BUSINESS DAYS) NOTICE. THESE INSPECTIONS INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE REINFORCEMENT, CONCRETE POURING, STRUCTURAL STEEL ERECTION/BOLTING, WELDING AND THE INSTALLATION OF EPOXY ANCHORS. FAILURE TO COORDINATE THESE INSPECTIONS WITH SCHERER DESIGN GROUP MAY PROHIBIT SIGNOFF WITH THE AUTHORITY HAVING JURISDICTION.
- SCHERER DESIGN GROUP HAS NOT PERFORMED AN INSPECTION FOR HAZARDOUS MATERIALS. THESE DRAWINGS ARE NOT MEANT TO DEPICT OR IMPLY THE PRESENCE OR ABSENCE OF SUCH MATERIALS WITHIN THE PROPOSED WORK AREAS.
- TRUE NORTH SHALL BE DETERMINED BY CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR PROPER AZIMUTH ALIGNMENT.
- THE CONTRACTOR SHALL CONTACT THE TELECOMMUNICATIONS CARRIER TO ACQUIRE THE LATEST RF DATA SHEET PRIOR TO THE START OF CONSTRUCTION. RF INFORMATION ISSUED BY THE TELECOMMUNICATIONS CARRIER SUPERSEDES INFORMATION CONTAINED HEREIN. CONTACT SCHERER DESIGN GROUP IMMEDIATELY IF DESIGN CHANGES ARE REQUIRED.
- ROUTING IS DIAGRAMMATIC AND CONTRACTOR IS TO UTILIZE BEST POSSIBLE ROUTING TO EXPEDITE CONSTRUCTION PROCESS. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING FIELD CHANGES WITH THE AHJ AND JCP&L.
- ALL DISTURBED AREAS SHALL BE RESTORED TO THEIR PREVIOUS CONDITION UPON COMPLETION OF EACH PHASE OF WORK.
- CONTRACTOR SHALL KEEP SITE CLEAN AND ORDERLY AT ALL TIMES.
- GROUNDING INSTALLATION TO BE COMPLETED IN ONE SHIFT. CONTRACTOR IS RESPONSIBLE FOR PEDESTRIAN PROTECTION AROUND TRENCH.
- CONTRACTOR SHALL COORDINATE WITH THE AUTHORITY HAVING JURISDICTION OF THE ADJACENT ROADWAY TO DETERMINE IF PERMITS ARE REQUIRED TO WORK IN THE RIGHT OF WAY AND IF TRAFFIC CONTROL IS REQUIRED. CONTRACTOR SHALL OBTAIN AND COMPLY WITH ANY REQUIRED PERMITS.

1. ALL EQUIPMENT, CONDUCTORS, AND DEVICES SHALL COMPLY WITH NESC (LATEST EDITION) REQUIREMENTS, FCC APPROVALS, AND LOCAL UTILITY SPECIFICATIONS.
2. ALL EQUIPMENT, RACEWAY, CABLES, AND CONDUCTORS SHALL BE PROPERLY ATTACHED TO THE UTILITY POLE OR LIGHTING FIXTURE PER NESC REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS
3. ALL GROUNDS SHALL BE IN ACCORDANCE WITH NESC REQUIREMENTS AND JCP&L SPECIFICATIONS. GROUND CONDUCTORS SHALL NOT BE SMALLER THAN #6 AWG COPPER, UNLESS OTHERWISE SPECIFIED
4. BOLT HOLES SHALL BE PUNCHED OR DRILLED. FLAME CUT HOLES ARE NOT ACCEPTABLE.
5. INSTALL ALL EQUIPMENT AND DEVICES PLUMB AND LEVEL, ACCURATELY FITTED, AND FREE FROM DISTORTIONS AND/OR DEFECTS NOT TO CAUSE ANY INCREASED HAZARD TO THE GENERAL PUBLIC OR TO TRAFFIC FLOW
6. NOTIFY JCP&L PRIOR TO FIELD CUTTING OR MODIFYING APPROVED EQUIPMENT.
7. ALL BOLTS, ANCHORS, AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 - ZINC COATING (HOT-DIP) OR IRON AND STEEL HARDWARE.
8. ALL ELECTRICAL EQUIPMENT SHALL BE HOUSED IN NEMA 3R ENCLOSURES.

- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE PROJECT SPECIFICATIONS.
- ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE
- REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60. DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.
- THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS.

CONCRETE CAST AGAINST EARTH.....	3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER	
#6 AND LARGER.....	2 IN.
#5 AND SMALLER & WWF.....	1 1/2IN.
CONCRETE NOT EXPOSED TO EARTH OR WEATHER	
OR NOT CAST AGAINST THE GROUND.	
SLAB AND WALL.....	3/4 IN.
BEAMS AND COLUMNS.....	1 1/2 IN.
- A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
- INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S WRITTEN RECOMMEND PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE. EXPANSION BOLTS SHALL BE PROVIDED BY RAMSET/REDHEAD OR APPROVED EQUAL.

1. INTERFERENCE WITH ANY JCP&L COMMUNICATION OR DISTRIBUTION AUTOMATION RADIO SYSTEM WILL NOT BE PERMITTED. THE RADIO SYSTEM IS THE PRIMARY COMMUNICATION FOR EMPLOYEES OF JCP&L AND IS ESSENTIAL FOR RESPONSE TO EMERGENCIES. THIS NON-INTERFERENCE CLAUSE SHALL APPLY EVEN IF THE JCP&L RADIO EQUIPPED VEHICLE OR HANDHELD UNIT IS TEMPORARILY LOCATED NEAR THE ANTENNA SYSTEM WHILE PERFORMING WORK.
2. THE LICENSEE IS RESPONSIBLE FOR PLACING A SIGN ON THE POWER SUPPLY INDICATING A 24 HOUR CONTACT TELEPHONE NUMBER IN CASE OF EMERGENCY. THE PHONE NUMBER MUST BE VISIBLE FROM THE GROUND AND THE SIGN MUST BE MADE FROM A NON-METALLIC, EASILY READABLE, ULTRA VIOLET (UV) RESISTANT MATERIAL.
3. A LOCATION SIGN IS TO BE PLACED ON THE POWER SUPPLY BY THE LICENSEE REGARDING RF EMISSIONS IN ACCORDANCE WITH IEEE C95.2-2005, VIZ: 29 C.F.R.OSHA § 1910.268(p)(2), AND CONSISTENT WITH THE REQUIREMENTS OUTLINED IN THE RF STUDY INCLUDED WITH THIS SUBMITTAL.
4. THE LICENSEE'S POWER SUPPLY MUST BE EQUIPPED WITH AN EXTERNAL, PADLOCK-ABLE, AC/BATTERY COMBO, DISCONNECT SWITCH BETWEEN THE POWER SOURCE AND THE TRANSCEIVER. THE LICENSEE'S PADLOCK-ABLE, AC/BATTERY, DISCONNECT SWITCH MUST CUTOFF AC POWER TO THE TRANSCEIVER AND BACKUP BATTERY POWER (IF APPLICABLE). THE POWER SUPPLY/TRANSCEIVER CABINET WILL BE EQUIPPED WITH AN EXTERNAL INDICATOR LIGHT AND A PROVISIONAL TEST POINT THAT WILL VERIFY THE ANTENNA SYSTEM HAS BEEN RENDERED INOPERABLE. ALL ASPECTS OF THE TOTAL INSTALLATION SHALL BE IN ADHERENCE TO CURRENT EDITIONS OF BOTH THE NESC AND THE NEC.



Shelbourne at Hunterdon
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Ph 908.323.2513 Fax 908.323.2525



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NJ PROFESSIONAL ENGINEER # 24GE04133700
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APPLICANT:



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1	DESIGN UPDATE	05/23/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DAT

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 02

[NEAREST TO]
900 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

SITE PLAN
AND ELEVATION

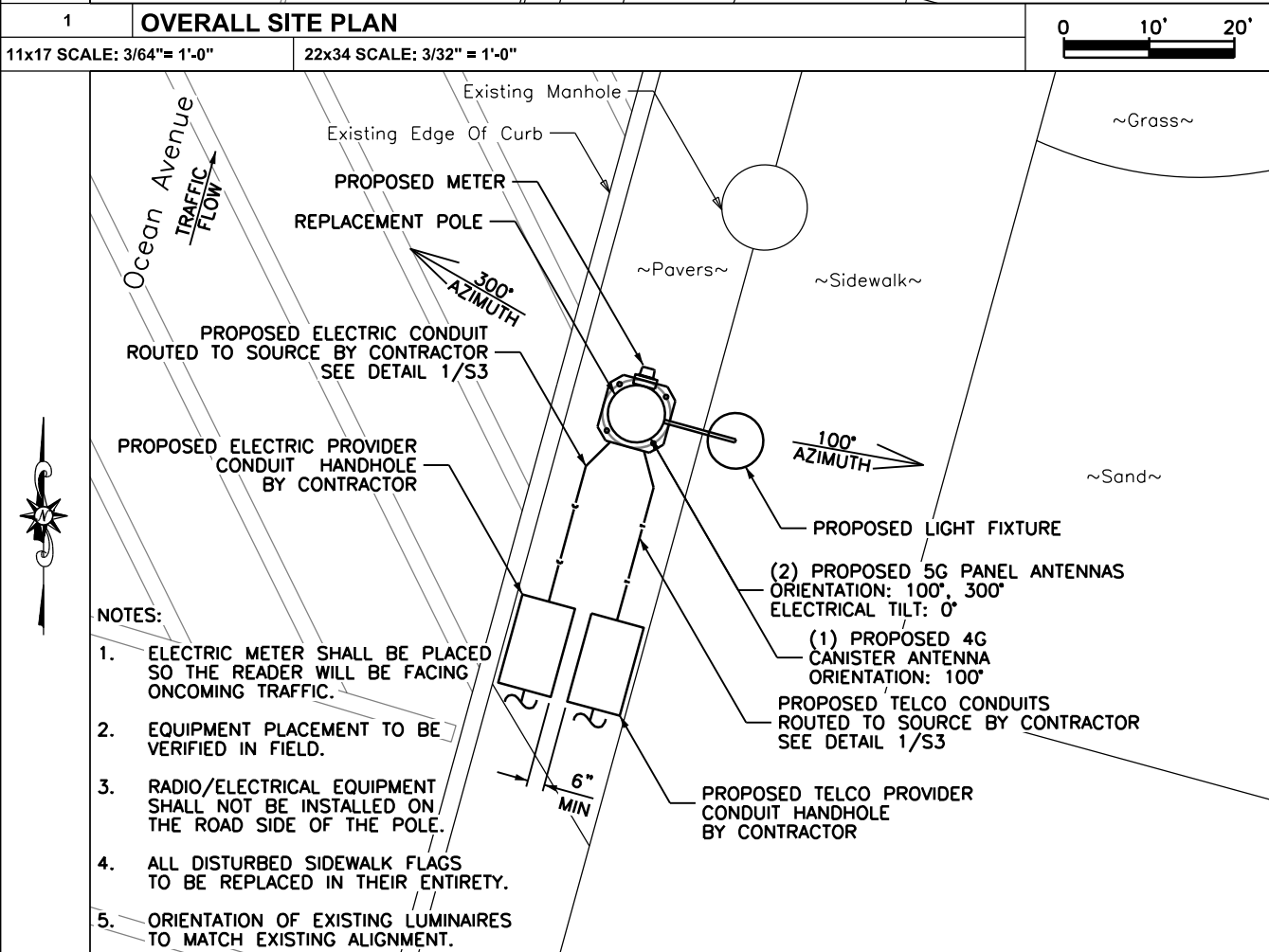
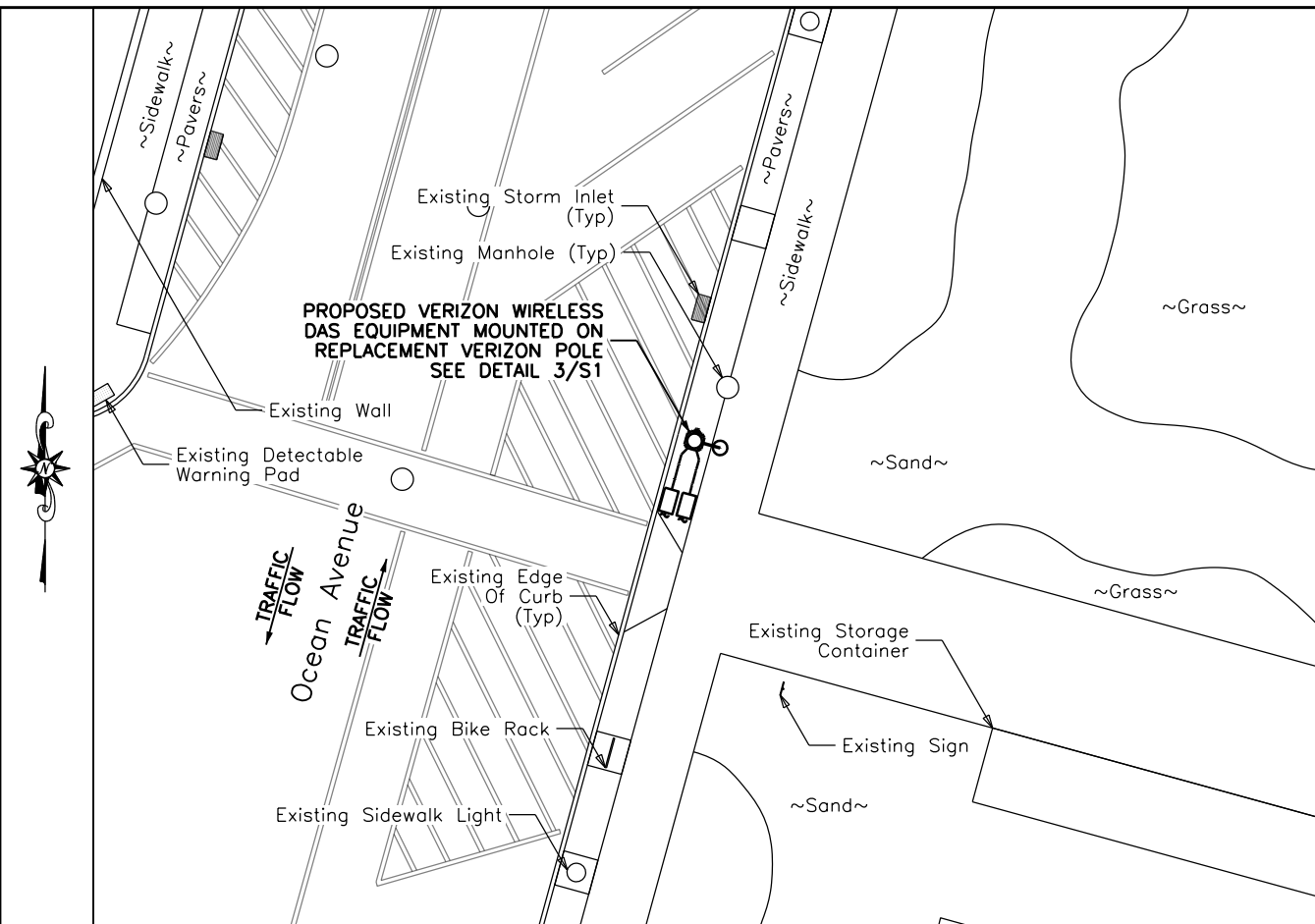
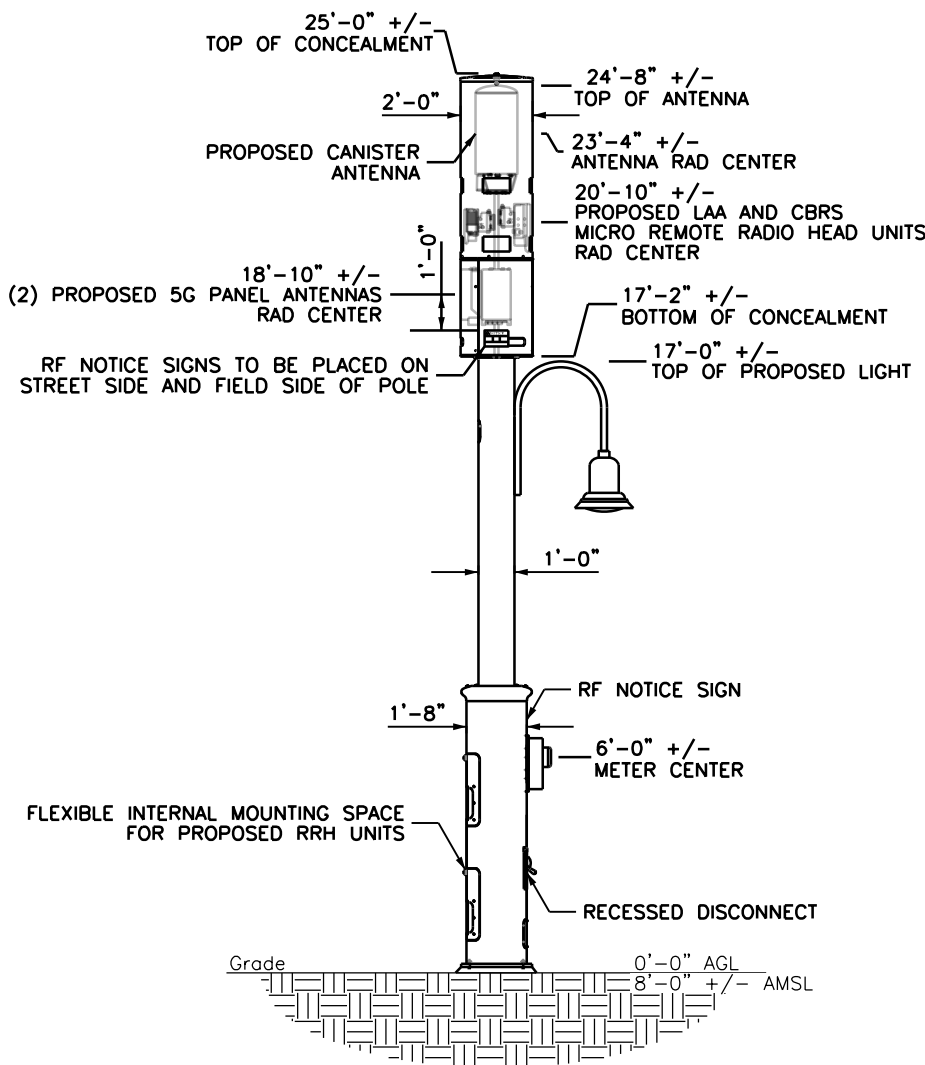
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NOTES:

- EXISTING 14'-0" +/- POLE BE REPLACED WITH 25'-0" +/- POLE.
- PROPOSED POLE TO BE A CONCEALFAB HIGH CAPACITY POLE. FINAL DESIGN INCLUDING FOUNDATION TO BE DESIGNED BY OTHERS AND APPROVED BY SDG.



2 SITE PLAN
11x17 SCALE: 3/16" = 1'-0"
22x34 SCALE: 3/8" = 1'-0"

3 POLE ELEVATION
11x17 SCALE: 3/16" = 1'-0"
22x34 SCALE: 3/8" = 1'-0"



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[Signature]
COLLEEN CONNOLLY
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PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 02

[NEAREST TO]
900 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

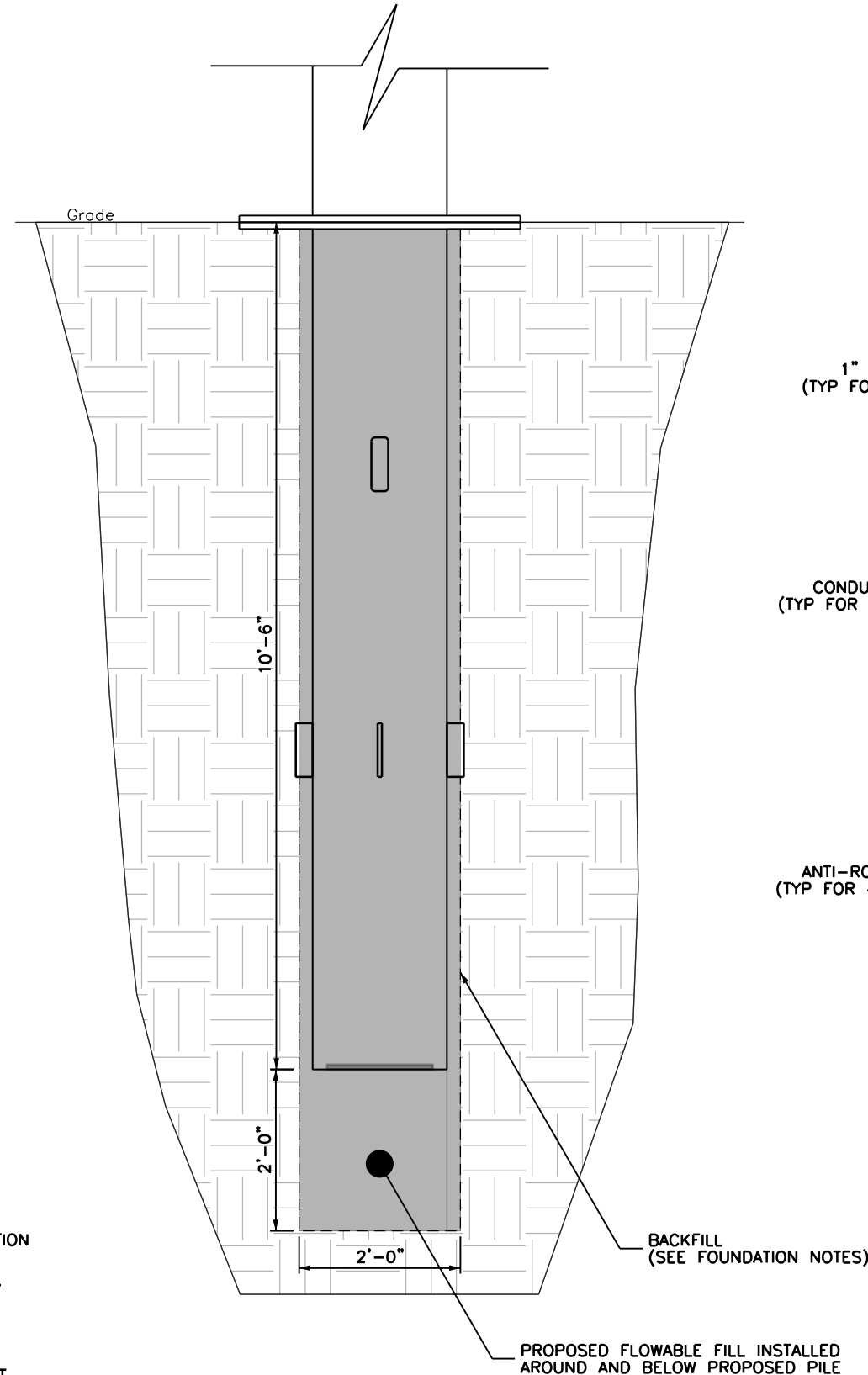
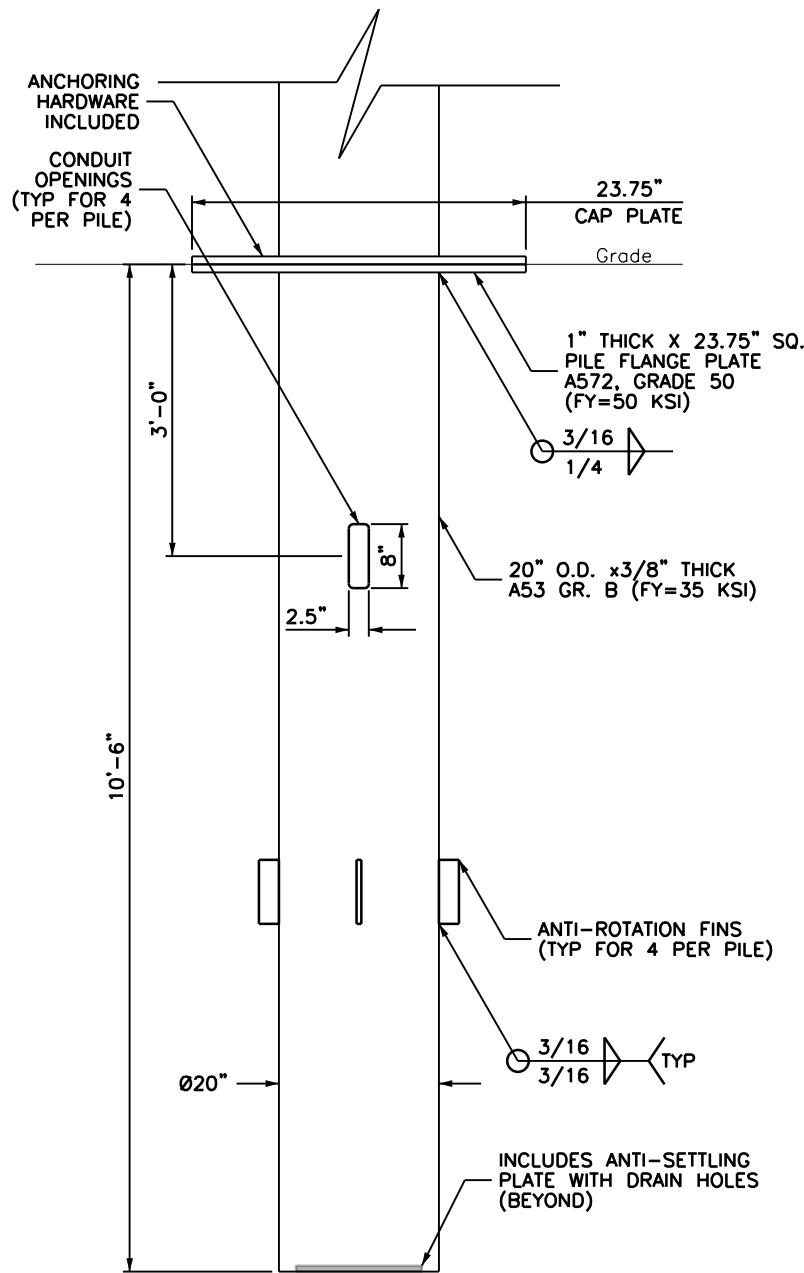
SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

FOUNDATION DETAIL

DRAWING NO.: PAGE NO.:

S2



1" DIA. A325 BOLTS (TYP FOR 4 PER PLATE)

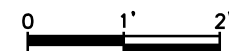
CONDUIT OPENINGS (TYP FOR 4 PER PILE)

ANTI-ROTATION FINS (TYP FOR 4 PER PILE)

NOTES:

- FOUNDATION DESIGN FROM POLE ANALYSIS AND FOUNDATION DESIGN STRUCTURAL CALCULATION PROVIDED BY CONCEALFAB DATED 01/27/2022.
- CONTRACTOR SHALL HIRE A GEOTECHNICAL ENGINEER TO VERIFY ON-SITE CONDITIONS MEET ASSUMED CONDITIONS AS A MINIMUM. IF CONDITIONS ARE NOT ACCEPTABLE, NOTIFY THE ENGINEER ON RECORD FOR A REVISED FOUNDATION DESIGN, AND PROVIDE GEOTECHNICAL RECOMMENDATIONS TO THE ENGINEER ON RECORD.
- STEEL FOUNDATION INCLUDES A GALVANIZED COATING WITH A DURABLE POLYUREA TOP COAT.
- BACKFILL IN THE ANNULAR SPACE AROUND THE EMBEDDED PILE SHALL COMPLY WITH IBC SECTION 1807.7 AND SHALL BE ONE OF THE FOLLOWING:
 - FLOWABLE FILL (CONTROLLED LOW-STRENGTH MATERIAL) PLACED IN ACCORDANCE WITH NJDOT STANDARD SPECIFICATIONS SECTION 652.03.01H. MATERIAL SHALL COMPLY WITH NJDOT STANDARD SPECIFICATIONS SECTION 903.09.
 - WELL GRADED NJDOT-APPROVED BROKEN STONE WITH A MAXIMUM DIAMETER OF 3/4". COMPACT FILL IN 8" LIFTS. BROKEN STONE SHALL MEET THE REQUIREMENTS OF NJDOT STANDARD SPECIFICATIONS SECTION 901.03.01 AND TABLE 01.03.01-1
- CONTRACTOR TO INSTALL ALL PROPOSED CONDUITS PRIOR TO BACKFILLING.
- IF CAVING OCCURS OR IF THE PILE WILL NOT BE IMMEDIATELY SET AFTER AUGURING, THE CONTRACTOR SHALL PROVIDE AND INSERT A STEEL OR CORRUGATED PLASTIC SLEEVE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS AND METHODS OF FOUNDATION INSTALLATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE STABILITY OF EXCAVATION AND PROTECTING ADJACENT STRUCTURES.
- PROPOSED PILE DOES NOT REQUIRE FILL WITHIN THE PILE CAVITY.

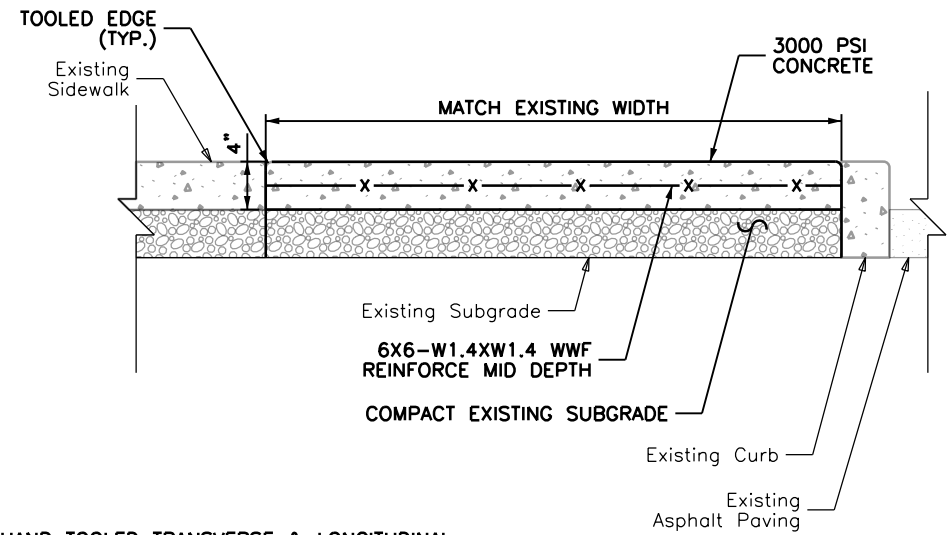
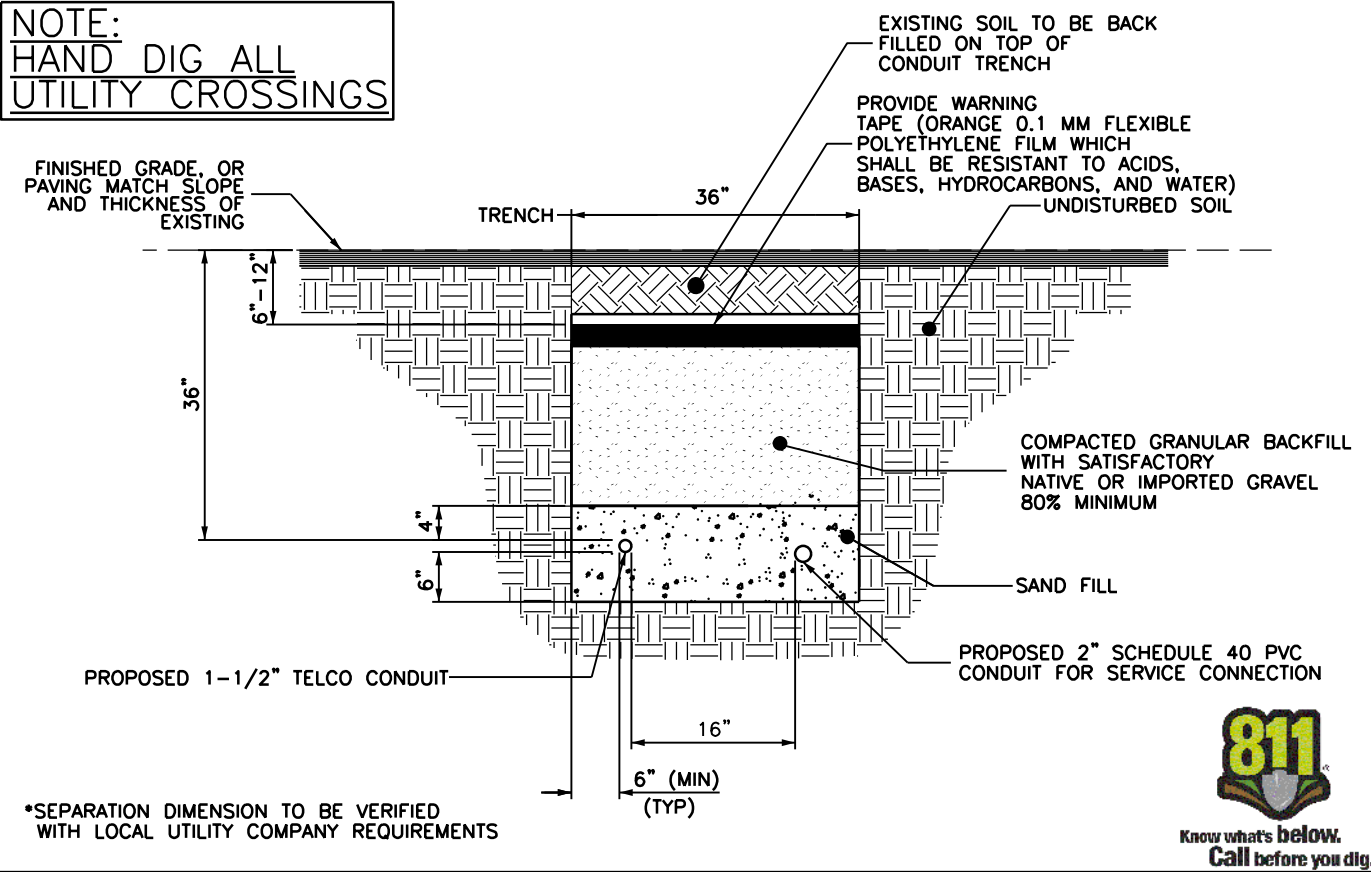
1 FOUNDATION DETAILS



11x17 SCALE: 1/2"= 1'-0"

22x34 SCALE: 1" = 1'-0"

NOTE:
HAND DIG ALL
UTILITY CROSSINGS



- NOTES:
- 1) PROVIDE HAND TOOLED TRANSVERSE & LONGITUDINAL CONTRACTION JOINTS AT 5'-0" O.C. MAX., 3/8" EXPANSION JOINTS AT 25'-0" O.C. MAX.
 - 2) SIDEWALK RESTORATION SHALL COMPLY WITH THE AMERICAN'S WITH DISABILITY ACT (ADA)
 - 3) ALL DISTURBED SIDEWALK FLAGS SHALL BE REPLACED IN THEIR ENTIRETY

1	TRENCHING DETAIL	2	SIDEWALK DETAIL
11x17 SCALE: NTS	22x34 SCALE: NTS	11x17 SCALE: NTS	22x34 SCALE: NTS

3.D.15.c

SDG

SCHERER DESIGN GROUP, LLC

Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2513 Fax 908.323.2525

STATE OF NEW JERSEY
JULIEN CONNOLLY
Professional Engineer
No. 24GE04133700
NJ PROFESSIONAL ENGINEER #24GE04133700

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APPLICANT:

verizon

CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE THAT THEY HAVE THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS.

1	DESIGN UPDATE	05/23/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DAT

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 02

[NEAREST TO]
900 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED

DATE: 02/19/21

DRAWING TITLE:

DETAILS

DRAWING NO.:

PAGE NO.:

S3

Packet Pg. 184

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned

NEW JERSEY
COLLEEN CONNOY
No. 24GE04133700

APPLICANT:

CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE THAT THEY HAVE THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS.

PROJECT TITLE:

CONSTRUCTION DOCUMENT

[NEAREST TO]
100 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SCALE: AS NOTED	DATE: 02/19/21	t: E
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DRAWING TITLE:

ONE LINE DIAGRAMS

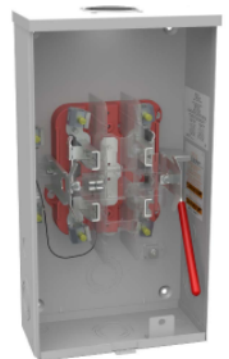
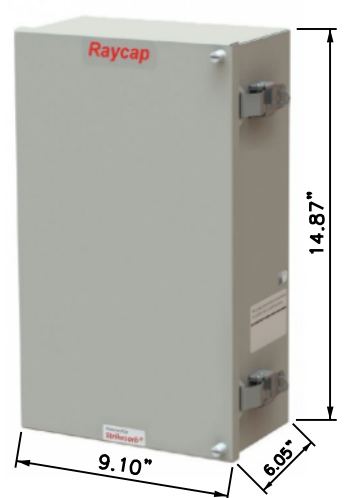
DRAWING NO.:	PAGE NO.:
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S5 Packet Pg. 186

-
- The diagram illustrates a proposed fiber optic network topology. At the center is a circular node labeled "FOSC". A horizontal line on the left, labeled "PROPOSED FIBER LINE TO PROPOSED FOSC AS PER UTILITY COMPANY SPECIFICATIONS", terminates at the FOSC with a bracket. Five lines radiate from the FOSC to various components:
 - Up-left: To a rectangular box labeled "LAA MICRO RRH". The line is labeled "1 PROPOSED FIBER STRAND FROM FOSC TO LAA RADIO".
 - Up-right: To a rectangular box labeled "CBRS MICRO RRH". The line is labeled "1 PROPOSED FIBER PAIR FROM FOSC TO CBRS RADIO".
 - Bottom-left: To a rectangular box labeled "4G RRH". The line is labeled "1 PROPOSED FIBER STRAND FROM FOSC TO RADIO".
 - Bottom-right: To a rectangular box labeled "4G RRH". The line is labeled "1 PROPOSED FIBER STRAND FROM FOSC TO RADIO".
 - Top: To a rectangular box labeled "5G PANEL ANTENNA". The line is labeled "1 PROPOSED FIBER PAIR FROM FOSC TO PROPOSED PANEL ANTENNAS".
 Additionally, a line connects the two "5G PANEL ANTENNA" boxes, and another line connects the two "4G RRH" boxes, suggesting a mesh or backhaul connection between these nodes.

11x17 SCALE: NTS	22x34 SCALE: NTS
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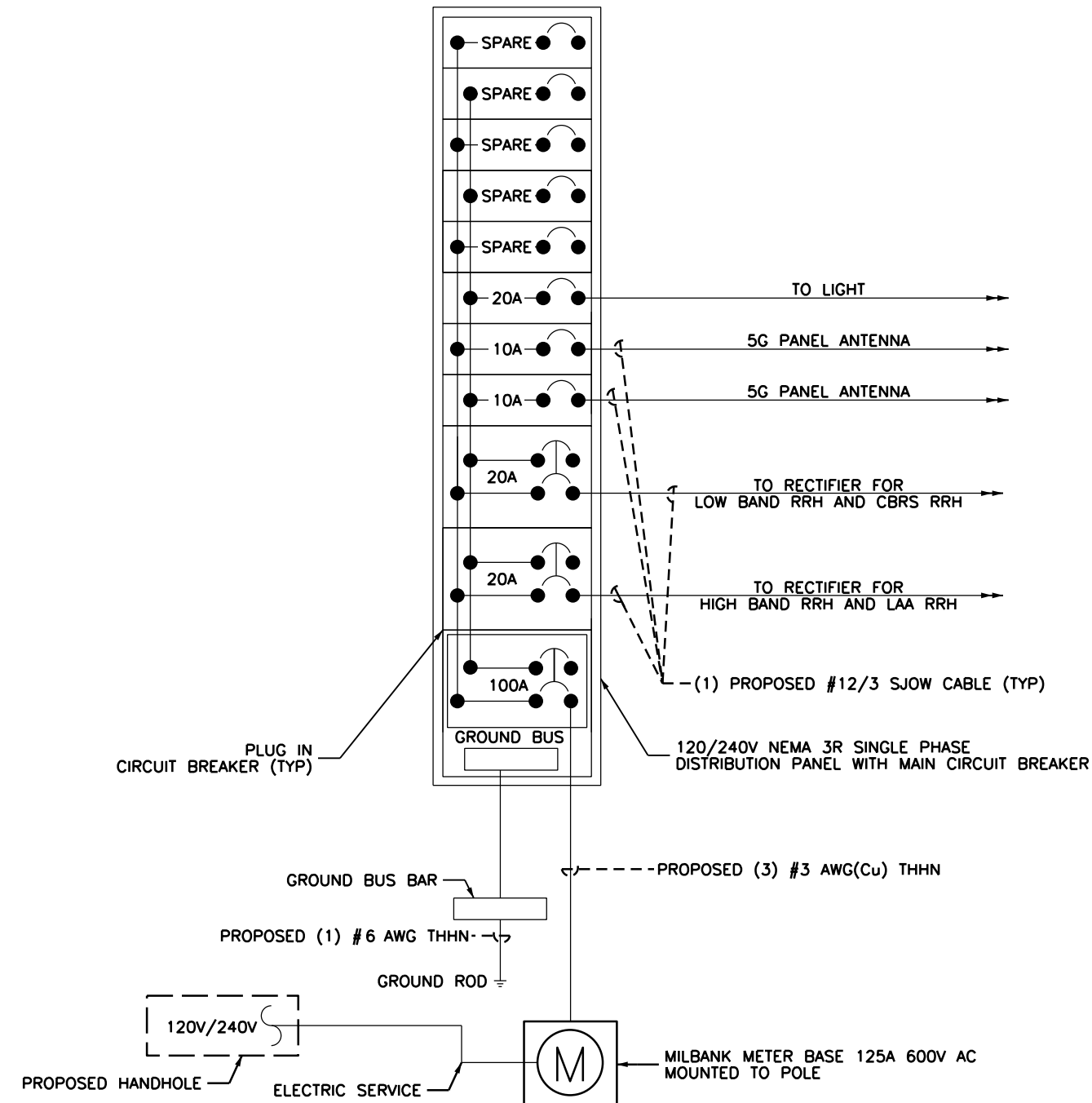
METER
MODEL: MILBANK U2272-RL-5T9-BL
DIMENSIONS (HxWxD): 18.5" X 10" X 4.8"



NOTE:
120VAC LED
INDICATOR LIGHT TO
SHOW ON/OFF STATUS
OF DISCONNECT SWITCH.

11x17 SCALE: NTS	22x34 SCALE: NTS
------------------	------------------

11x17 SCALE: NTS	22x34 SCALE: NTS
------------------	------------------



11x17 SCALE: NTS	22x34 SCALE: NTS
------------------	------------------

11x17 SCALE: NTS	22x34 SCALE: NTS
------------------	------------------

11x17 SCALE: NTS	22x34 SCALE: NTS
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APPLICANT:



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1	DESIGN UPDATE	05/23/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DAT

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 02

[NEAREST TO]
900 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

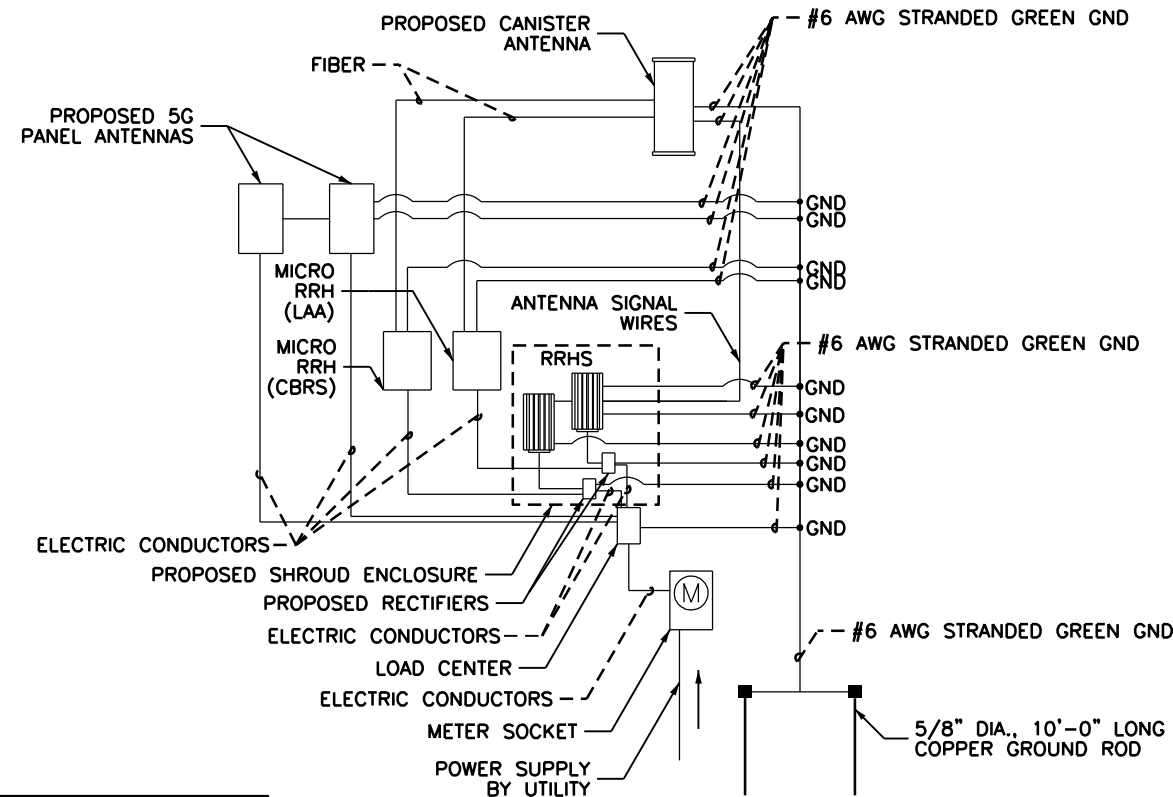
GROUNDING DETAILS

DRAWING NO.: PAGE NO.:

G1

Packet Pg. 187

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned



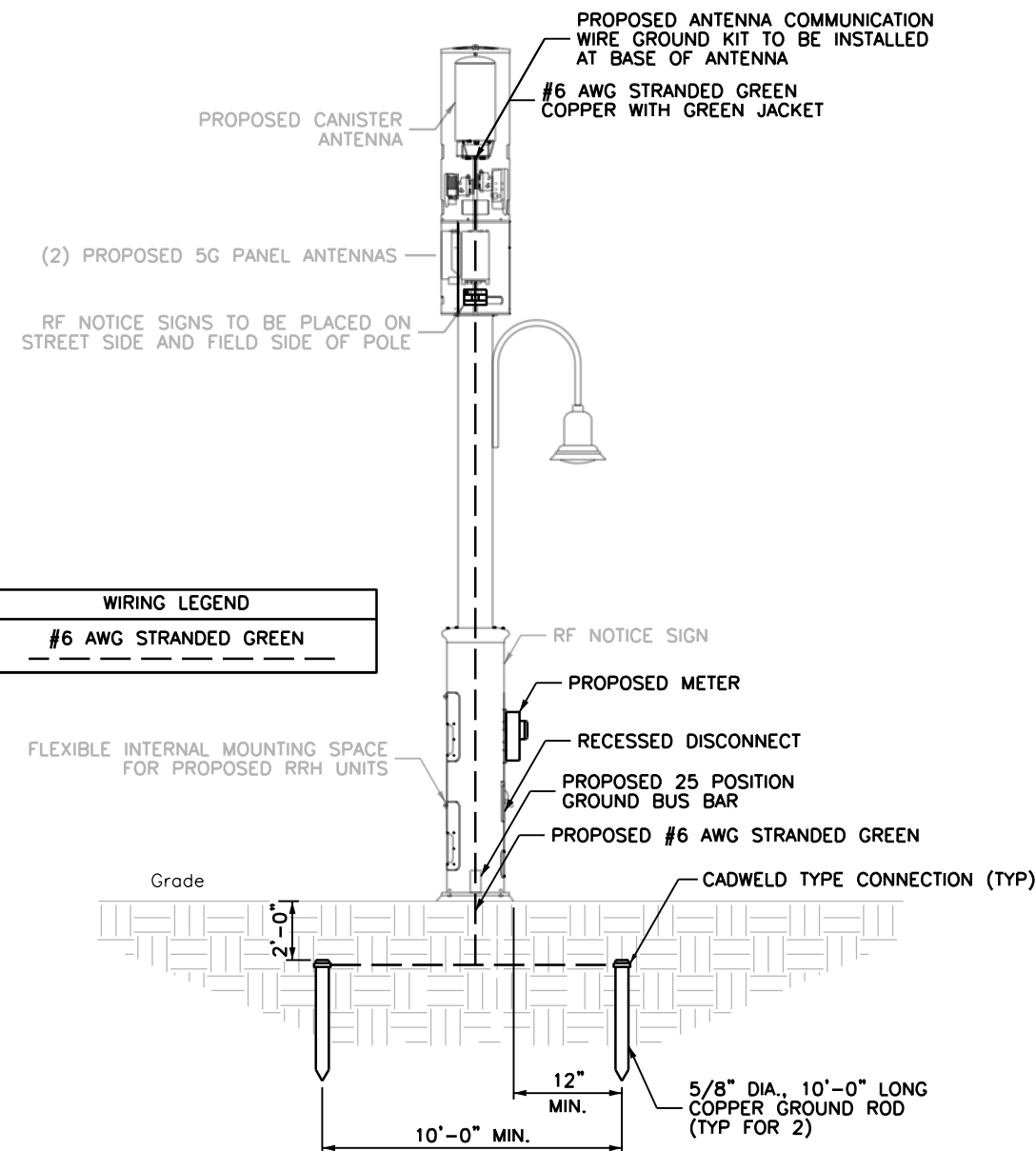
- CADWELD TYPE CONNECTION
- COMPRESSION TYPE CONNECTION

2 GENERAL WIRING DIAGRAM

11x17 SCALE: NTS 22x34 SCALE: NTS

GROUNDING NOTES:

- LICENSEE MUST PROVIDE SEPARATE GROUNDING FOR THEIR EQUIPMENT. LICENSEE WILL NOT BE ALLOWED TO ATTACH TO JCPL'S GROUNDING SYSTEM, EXCEPT FOR A REMOVABLE BONDING JUMPER NEAR THE BASE OF THE POLE. THE REMOVABLE BONDING JUMPER SHALL PERMIT TESTING OF EACH GROUND AND WHEN BONDED TOGETHER ASSURES THAT EACH GROUND IS AT THE SAME POTENTIAL POINT.
- GROUND RODS SHALL BE "COPPER WELD" STEEL, MINIMUM 5/8 INCH DIAMETER, AND 10 FOOT LENGTH WITH THE CAPABILITY TO ADD LENGTH IN ORDER TO DECREASED GROUND IMPEDANCE WHERE SUCH SOIL CONDITIONS REQUIRE IT.
- THE GROUND CONDUCTOR SHALL BE MEDIUM HARD DRAWN, SOLID, INSULATED NO. 6 AWG COPPER AND SHALL MEET THE REQUIREMENTS OF ASTM B2. THE GROUND CONDUCTOR INSULATION THICKNESS SHALL BE 60 MILS OF UNFILLED, BLACK, CROSS LINKED POLYETHYLENE, TESTED IN ACCORDANCE WITH ICEA S-66-524, SECTION 3.7. THE MANUFACTURER'S NAME AND THE YEAR OF MANUFACTURE SHALL BE IMPRINTED ON THE CONDUCTOR AT INTERVALS OF APPROXIMATELY ONE FOOT. LICENSEE'S GROUND CONDUCTOR SHALL BE CLEARLY IDENTIFIED WITH A BRASS TAG OR OTHER ACCEPTABLE MEANS, ATTACHED TO THE CONDUCTOR AT THE BASE OF THE POLE, INDICATING LICENSEE'S IDENTIFICATION.
- ALL CONNECTORS SHALL BE BRASS OF THE DESIGN THAT PERMITS CIRCUMFERENTIAL CLAMPING ON BOTH WIRE AND ROD.
- THE LICENSEE'S GROUNDING SYSTEM SHALL YIELD A GROUND RESISTANCE OF 25 OHMS OR LESS.
- ALL METALLIC PARTS OF THE INSTALLATION ON THE POLE SHALL BE BONDED TOGETHER AND GROUNDED TO THE LICENSEE'S GROUNDING SYSTEM.
- DISSIMILAR METAL CONNECTIONS MUST BE AVOIDED FOR ALL GROUNDING ATTACHMENTS MADE ALONG THE POLE.
- ALL GROUND WIRES THROUGH THE NEUTRAL ZONE DOWN TO THE BASE OF THE POLE, ON SECONDARY POLES, SHALL BE COVERED WITH NON-METALLIC HEAVY WALL MOLDING TO PROVIDE PHYSICAL PROTECTION AND SECURED WITH STAPLES.



1 GROUNDING DETAILS

11x17 SCALE: 3/16" = 1'-0" 22x34 SCALE: 3/8" = 1'-0"

3 GROUNDING NOTES

11x17 SCALE: NTS 22x34 SCALE: NTS



SITE NAME:
ASBURY PARK BOARDWALK 03

SITE LOCATION:
[NEAREST TO] 950 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY



APPLICABLE BUILDING CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
[INTERNATIONAL BUILDING CODE (IBC), 2018 AS ADOPTED BY NEW JERSEY]

ELECTRICAL CODE:
[NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 - 2017, NATIONAL ELECTRICAL CODE, AS ADOPTED BY NEW JERSEY]

LIGHTNING PROTECTION CODE:
[NFPA 780 - 2006, LIGHTNING PROTECTION CODE]

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST APPROVED OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, FIFTEENTH EDITION, AISC 360, SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS

TIA-222-H, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES, TIA 607 COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

AMERICAN WELDING SOCIETY (AWS) D1.1 (2004), STRUCTURAL WELDING CODE - STEEL

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE C2 NATIONAL ELECTRIC SAFETY CODE (NEC) 2012

TELCORDIA GR-1275 GENERAL INSTALLATION REQUIREMENTS

AMERICAN ASSOCIATION OF STATE AND HIGHWAY TRANSPORTATION OFFICIAL (AASHTO) ROADSIDE DESIGN GUIDE, 4TH EDITION AND ROADWAY LIGHTING DESIGN GUIDE.

THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION (DOT) DESIGN MANUAL 2015

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

PROJECT SUMMARY:

SITE NAME: ASBURY PARK BOARDWALK 03

NEAREST TO: 950 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

APPLICANT/OWNER: VERIZON NEW JERSEY, INC
657 FLORIDA GROVE RD.
HOPE LAWN, NJ 08861

TELCO PROVIDER: VERIZON

ELECTRIC PROVIDER: JCP&L

APPLICANT: SMSA PARTNERSHIP
D/B/A VERIZON WIRELESS
180 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07921

LATITUDE: 40.220217N (NAD83)
LONGITUDE: 74.000328W (NAD83)
ELEVATION: 11' (NAVD 88)

POLE NUMBER: H38

ROW OWNER: MUNICIPAL

BLOCK AND LOT: N/A [IN R.O.W.] (NEAREST TO 4501/1.09)

POLE TYPE: CONCEALFAB

ENGINEER: COLLEEN CONNOLLY
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

ENGINEERING CONTACT: ANTHONY REKOSIK
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

APPROVALS

		APPROVED	APPROVED AS NOTED	DISAPPROVED/ REVISE
CONSTRUCTION MANAGER:	DATE	☐	☐	☐
RF ENGINEER:	DATE	☐	☐	☐
PROJECT MANAGER:	DATE	☐	☐	☐
APPLICANT:	DATE	☐	☐	☐
APPLICANT AGENT:	DATE	☐	☐	☐
SITE OWNER/OWNER REP:	DATE	☐	☐	☐

SCOPE OF WORK:

- INSTALLATION OF (3) PROPOSED ANTENNAS AND (2) RRH UNITS ON A CONCEALFAB POLE
- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
- FACILITY HAS NO PLUMBING OR REFRIGERANTS
- THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REGULATORY REQUIREMENTS
- ALL NEW MATERIAL SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR UNLESS NOTED OTHERWISE. CABINETS, ANTENNAS/RRU AND CABLES FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR
- ASSOCIATED AC POWER TELECOMMUNICATION AND RF CABLING

FLOOD ZONE:

MAP NUMBER: 34025C0332F

FLOOD ZONE TYPE: VE

BASE FLOOD ELEVATION: 10'

LOCATION MAP
NOT TO SCALE

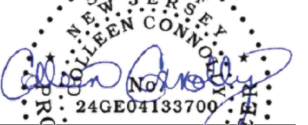
DWG.	DWG. TITLE
C1	COVER PAGE
GN1	GENERAL NOTES
S1	SITE PLAN AND ELEVATION
S2	STRUCTURAL DETAILS
S3	DETAILS
S4	DETAILS
S5	ONE LINE DIAGRAMS
G1	GROUNDING DETAILS

(TYPICAL DRAFTING STANDARDS FOR ALL SHEETS)

Existing	Light, Upper And Lower Case Lettering When Labeling Existing Features
PROPOSED	BOLD, UPPER CASE LETTERING WHEN LABELING PROPOSED FEATURES
	Light Lines Represent Existing Features
	DARK LINES REPRESENT PROPOSED FEATURES



Shelbourne at Hunterdon
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NJ PROFESSIONAL ENGINEER 24GE04133700
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APPLICANT:



CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING
MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE
THAT THEY HAVE THE LATEST REVISION OF THE
CONSTRUCTION DOCUMENTS.

1	DESIGN UPDATE	05/23/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DAT

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 03

[NEAREST TO]
950 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

COVER PAGE

DRAWING NO.: PAGE NO.:

C1 Packet Pg. 188

GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR SAFETY DURING CONSTRUCTION. SCHERER DESIGN GROUP HAS NO RESPONSIBILITY FOR OR CONTROL OVER SAFETY AT ANY TIME.
2. THE NOTES CONTAINED HEREIN ARE NOT PROJECT SPECIFIC. THE CONTRACTOR SHALL UTILIZE ALL THE NOTES WHICH PERTAIN TO THE WORK DEPICTED IN THIS DOCUMENT.
3. THE CONTRACTORS SHALL CONTACT SDG TO VERIFY THAT THEY HAVE BEEN ISSUED THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS PRIOR TO THE START OF CONSTRUCTION.
4. ALL DIMENSIONS AND INFORMATION SHOWN IN THE DRAWINGS ARE APPROXIMATE, DERIVED FROM LIMITED FIELD OBSERVATIONS, MADE FOR THIS PROJECT BY THE CONTRACTOR. DETAILED INFORMATION WAS COLLECTED FOR SPECIFIC WORK AREAS, WHERE NOTED. THIS INFORMATION IS TO BE USED FOR THE WORK SHOWN ON THESE PLANS ONLY.
5. UNLESS SPECIFICALLY REQUESTED BY THE CLIENT OR REQUIRED TO PROCEED WITH THE CREATION OF THE CONSTRUCTION DOCUMENTS, STRUCTURAL PROBES HAVE NOT BEEN PERFORMED. UTILITY POLE AND ASSOCIATED HARDWARE CONFIGURATION AND CONDITION NOT OTHERWISE VISIBLE BENEATH SURFACE FINISHES, MAY VARY AND SHALL BE CONFIRMED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES, WHETHER IN CONFIGURATION OR CONDITION SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP.
6. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & FIELD CONDITIONS PRIOR TO THE START OF CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP. THE CONSEQUENCES OF PROCEEDING WITH CONSTRUCTION AFTER DISCOVERING A FIELD CONDITION DISCREPANCY AND WITHOUT THE APPROVAL OR RECOMMENDATIONS OF SCHERER DESIGN GROUP, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
8. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PERMITS AND INSPECTIONS TO COMPLETE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL INSPECTIONS REQUIRED BY THE AUTHORITY HAVING JURISDICTION, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL, PLUMBING, FIRE PROTECTION AND STRUCTURAL.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY SCHERER DESIGN GROUP OF CONSTRUCTION STAGES WHICH REQUIRE SPECIAL OR CONTROLLED INSPECTIONS WITH A MINIMUM OF 48 HOURS (BUSINESS DAYS) NOTICE. THESE INSPECTIONS INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE REINFORCEMENT, CONCRETE POURING, STRUCTURAL STEEL ERECTION/BOLTING, WELDING AND THE INSTALLATION OF EPOXY ANCHORS. FAILURE TO COORDINATE THESE INSPECTIONS WITH SCHERER DESIGN GROUP MAY PROHIBIT SIGNOFF WITH THE AUTHORITY HAVING JURISDICTION.
10. SCHERER DESIGN GROUP HAS NOT PERFORMED AN INSPECTION FOR HAZARDOUS MATERIALS. THESE DRAWINGS ARE NOT MEANT TO DEPICT OR IMPLY THE PRESENCE OR ABSENCE OF SUCH MATERIALS WITHIN THE PROPOSED WORK AREAS.
11. TRUE NORTH SHALL BE DETERMINED BY CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR PROPER AZIMUTH ALIGNMENT.
12. THE CONTRACTOR SHALL CONTACT THE TELECOMMUNICATIONS CARRIER TO ACQUIRE THE LATEST RF DATA SHEET PRIOR TO THE START OF CONSTRUCTION. RF INFORMATION ISSUED BY THE TELECOMMUNICATIONS CARRIER SUPERSEDES INFORMATION CONTAINED HEREIN. CONTACT SCHERER DESIGN GROUP IMMEDIATELY IF DESIGN CHANGED ARE REQUIRED.
13. ROUTING IS DIAGRAMMATIC AND CONTRACTOR IS TO UTILIZE BEST POSSIBLE ROUTING TO EXPEDITE CONSTRUCTION PROCESS, CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING FIELD CHANGES WITH THE AHJ AND JCP&L.
14. ALL DISTURBED AREAS SHALL BE RESTORED TO THEIR PREVIOUS CONDITION UPON COMPLETION OF EACH PHASE OF WORK.
15. CONTRACTOR SHALL KEEP SITE CLEAN AND ORDERLY AT ALL TIMES.
16. GROUNDING INSTALLATION TO BE COMPLETED IN ONE SHIFT. CONTRACTOR IS RESPONSIBLE FOR PEDESTRIAN PROTECTION AROUND TRENCH.
17. CONTRACTOR SHALL COORDINATE WITH THE AUTHORITY HAVING JURISDICTION OF THE ADJACENT ROADWAY TO DETERMINE IF PERMITS ARE REQUIRED TO WORK IN THE RIGHT OF WAY AND IF TRAFFIC CONTROL IS REQUIRED. CONTRACTOR SHALL OBTAIN AND COMPLY WITH ANY REQUIRED PERMITS.

MATERIAL NOTES:

1. ALL EQUIPMENT, CONDUCTORS, AND DEVICES SHALL COMPLY WITH NESC (LATEST EDITION) REQUIREMENTS, FCC APPROVALS, AND LOCAL UTILITY SPECIFICATIONS.
2. ALL EQUIPMENT, RACEWAY, CABLES, AND CONDUCTORS SHALL BE PROPERLY ATTACHED TO THE UTILITY POLE OR LIGHTING FIXTURE PER NESC REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS
3. ALL GROUNDS SHALL BE IN ACCORDANCE WITH NESC REQUIREMENTS AND JCP&L SPECIFICATIONS. GROUND CONDUCTORS SHALL NOT BE SMALLER THAN #6 AWG COPPER, UNLESS OTHERWISE SPECIFIED
4. BOLT HOLES SHALL BE PUNCHED OR DRILLED. FLAME CUT HOLES ARE NOT ACCEPTABLE.
5. INSTALL ALL EQUIPMENT AND DEVICES PLUMB AND LEVEL, ACCURATELY FITTED, AND FREE FROM DISTORTIONS AND/OR DEFECTS NOT TO CAUSE ANY INCREASED HAZARD TO THE GENERAL PUBLIC OR TO TRAFFIC FLOW
6. NOTIFY JCP&L PRIOR TO FIELD CUTTING OR MODIFYING APPROVED EQUIPMENT.
7. ALL BOLTS, ANCHORS, AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 - ZINC COATING (HOT-DIP) OR IRON AND STEEL HARDWARE.
8. ALL ELECTRICAL EQUIPMENT SHALL BE HOUSED IN NEMA 3R ENCLOSURES.

CONCRETE AND REINFORCING STEEL NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE PROJECT SPECIFICATIONS.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE
3. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60. DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS.

CONCRETE CAST AGAINST EARTH.....	3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER	
#6 AND LARGER.....	2 IN.
#5 AND SMALLER & WWF.....	1 1/2IN.
CONCRETE NOT EXPOSED TO EARTH OR WEATHER	
OR NOT CAST AGAINST THE GROUND.	
SLAB AND WALL.....	3/4 IN.
BEAMS AND COLUMNS.....	1 1/2 IN.
5. A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
6. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S WRITTEN RECOMMEND PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE. EXPANSION BOLTS SHALL BE PROVIDED BY RAMSET/REDHEAD OR APPROVED EQUAL.

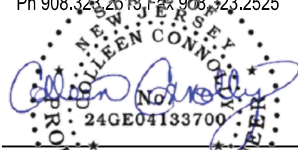
OPERATIONAL SAFETY PROCEDURES

1. INTERFERENCE WITH ANY JCP&L COMMUNICATION OR DISTRIBUTION AUTOMATION RADIO SYSTEM WILL NOT BE PERMITTED. THE RADIO SYSTEM IS THE PRIMARY COMMUNICATION FOR EMPLOYEES OF JCP&L AND IS ESSENTIAL FOR RESPONSE TO EMERGENCIES. THIS NON-INTERFERENCE CLAUSE SHALL APPLY EVEN IF THE JCP&L RADIO EQUIPPED VEHICLE OR HANDHELD UNIT IS TEMPORARILY LOCATED NEAR THE ANTENNA SYSTEM WHILE PERFORMING WORK.
2. THE LICENSEE IS RESPONSIBLE FOR PLACING A SIGN ON THE POWER SUPPLY INDICATING A 24 HOUR CONTACT TELEPHONE NUMBER IN CASE OF EMERGENCY. THE PHONE NUMBER MUST BE VISIBLE FROM THE GROUND AND THE SIGN MUST BE MADE FROM A NON-METALLIC, EASILY READABLE, ULTRA VIOLET (UV) RESISTANT MATERIAL.
3. A NOTICE SIGN IS TO BE PLACED ON THE POWER SUPPLY BY THE LICENSEE REGARDING RF EMISSIONS IN ACCORDANCE WITH IEEE C95.2-2005, VIZ: 29 C.F.R.OSHA § 1910.268(p)(2), AND CONSISTENT WITH THE REQUIREMENTS OUTLINED IN THE RF STUDY INCLUDED WITH THIS SUBMITTAL.
4. THE LICENSEE'S POWER SUPPLY MUST BE EQUIPPED WITH AN EXTERNAL, PADLOCK-ABLE, AC/BATTERY COMBO, DISCONNECT SWITCH BETWEEN THE POWER SOURCE AND THE TRANSCIVER. THE LICENSEE'S PADLOCK-ABLE, AC/BATTERY, DISCONNECT SWITCH MUST CUTOFF AC POWER TO THE TRANSCIVER AND BACKUP BATTERY POWER (IF APPLICABLE). THE POWER SUPPLY/TRANSCIVER CABINET WILL BE EQUIPPED WITH AN EXTERNAL INDICATOR LIGHT AND A PROVISIONAL TEST POINT THAT WILL VERIFY THE ANTENNA SYSTEM HAS BEEN RENDERED INOPERABLE. ALL ASPECTS OF THE TOTAL INSTALLATION SHALL BE IN ADHERENCE TO CURRENT EDITIONS OF BOTH THE NESCS AND THE NEC.

3.D.15.c



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Ph 908.323.2513, Fax 908.323.2525



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0	ISSUED FOR CONSTRUCTION	02/19
NO.	ISSUE OR REVISION	DATE

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 03

[NEAREST TO]
950 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED

DATE: 02/19/21

DRAWING TITLE:

GENERAL NOTES

DRAWING NO.:

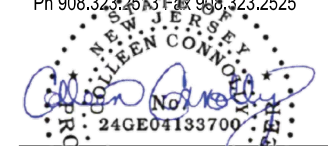
PAGE NO.:

GN1

Packet Pg. 189



Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2525



COLLEEN CONNOLLY
NJ PROFESSIONAL ENGINEER # 24GE04133700
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ENGINEER, TO ALTER THIS DOCUMENT IN ANY WAY.
SIGNATURE AND SEAL NOT VALID UNLESS ORIGINAL.

APPLICANT:



CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING
MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE
THAT THEY HAVE THE LATEST REVISION OF THE
CONSTRUCTION DOCUMENTS.

1	DESIGN UPDATE	05/23/
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ASBURY PARK BOARDWALK 03

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950 OCEAN AVENUE
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SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

SITE PLAN
AND ELEVATION

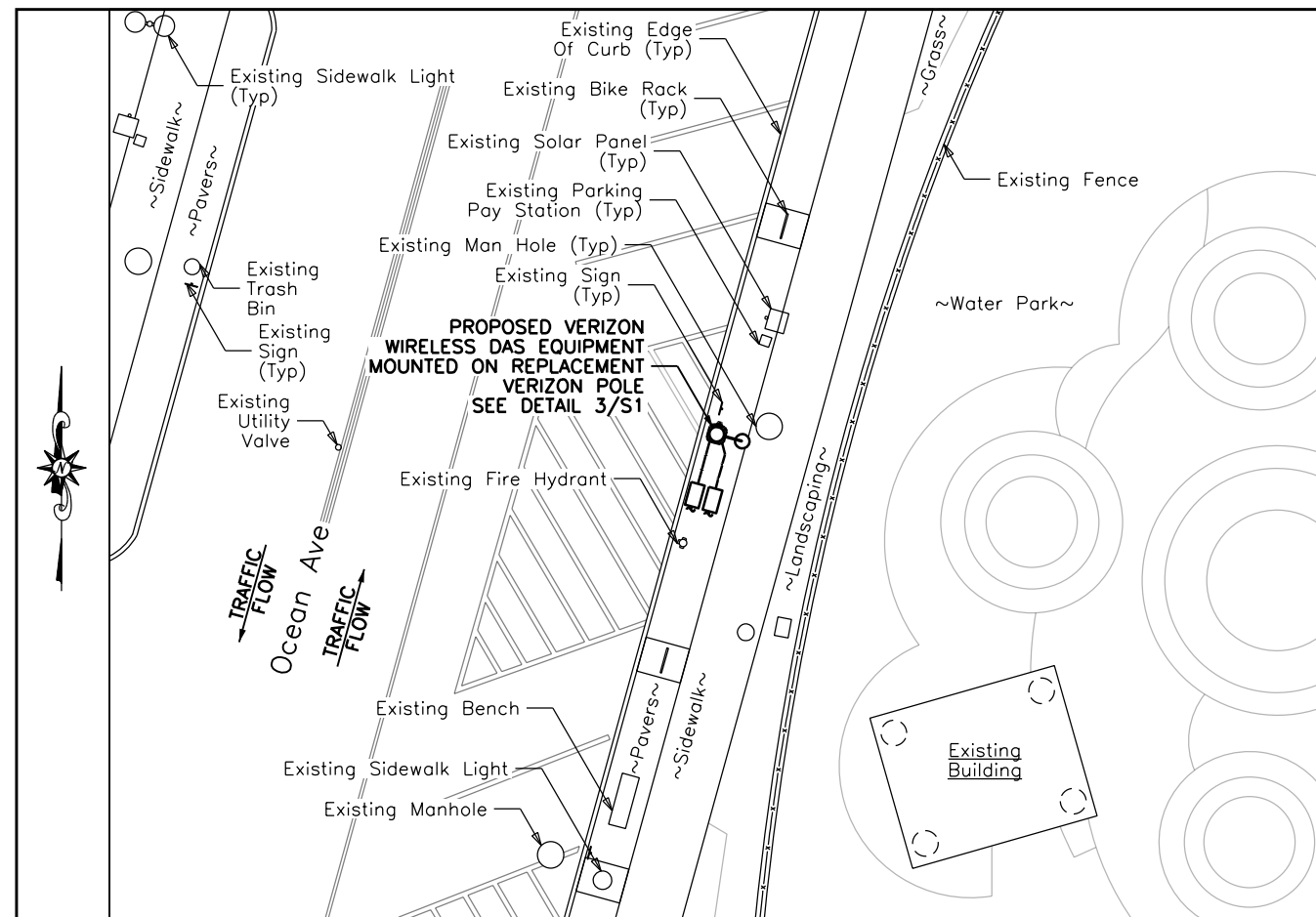
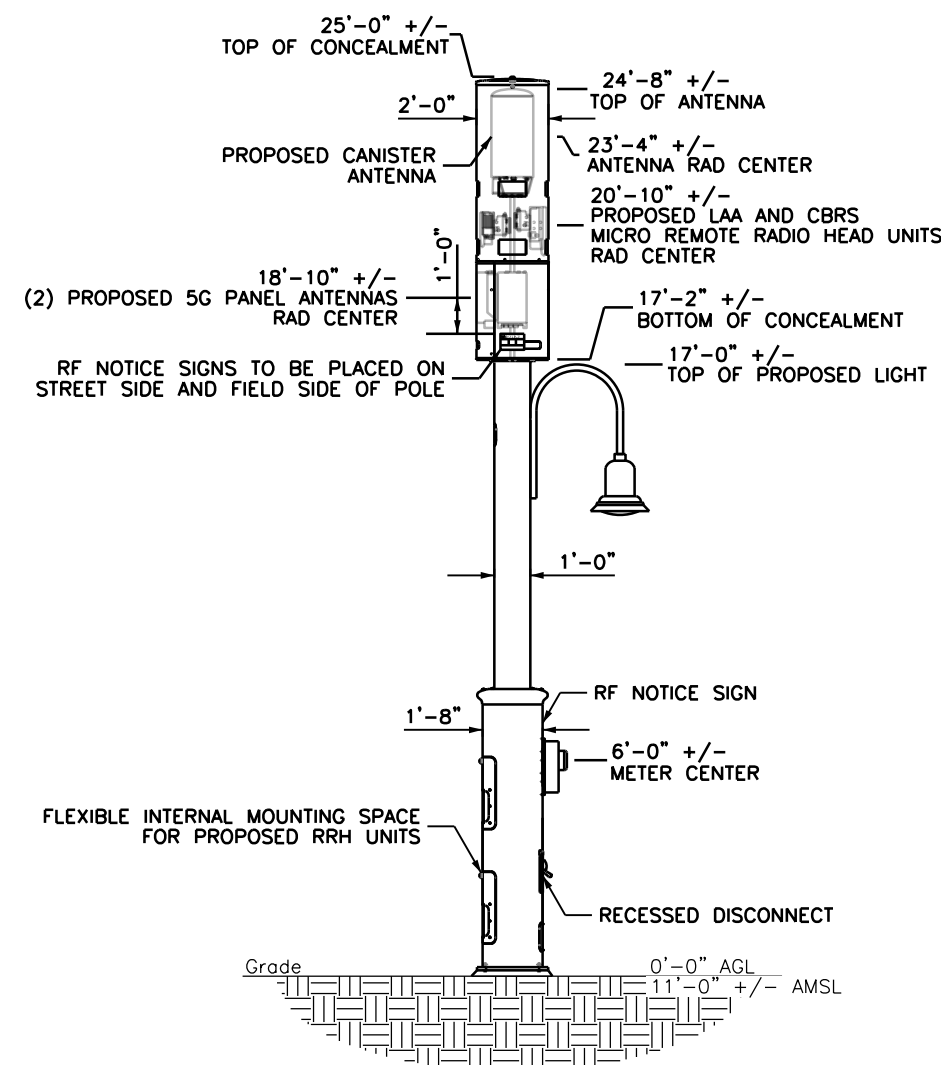
DRAWING NO.: PAGE NO.:

S1

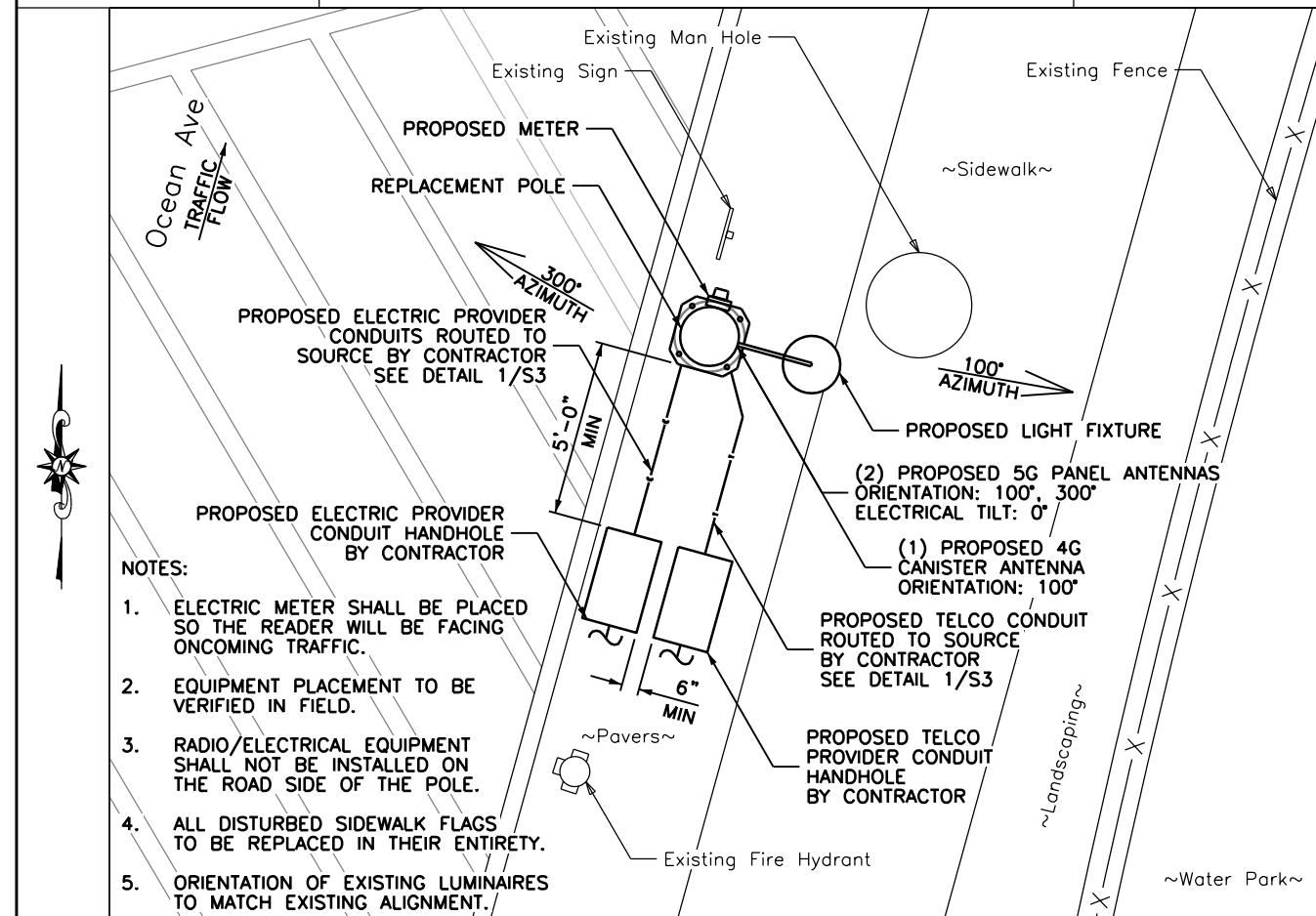
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NOTES:

- EXISTING 14'-0" +/- POLE BE REPLACED WITH 25'-0" +/- POLE.
- PROPOSED POLE TO BE A CONCEALFAB HIGH CAPACITY POLE. FINAL DESIGN INCLUDING FOUNDATION TO BE DESIGNED BY OTHERS AND APPROVED BY SDG.



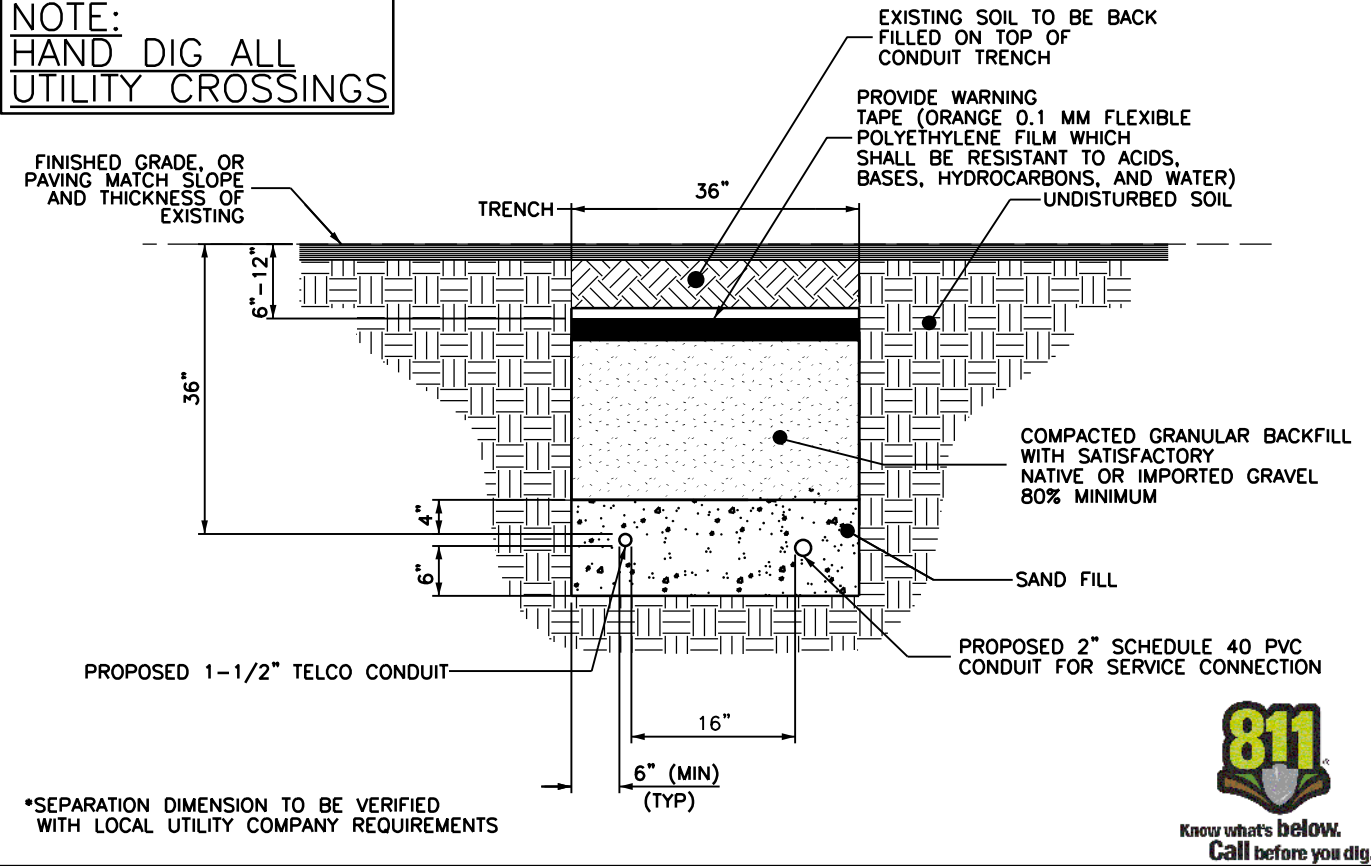
1 OVERALL SITE PLAN
11x17 SCALE: 3/64" = 1'-0"
22x34 SCALE: 3/32" = 1'-0"



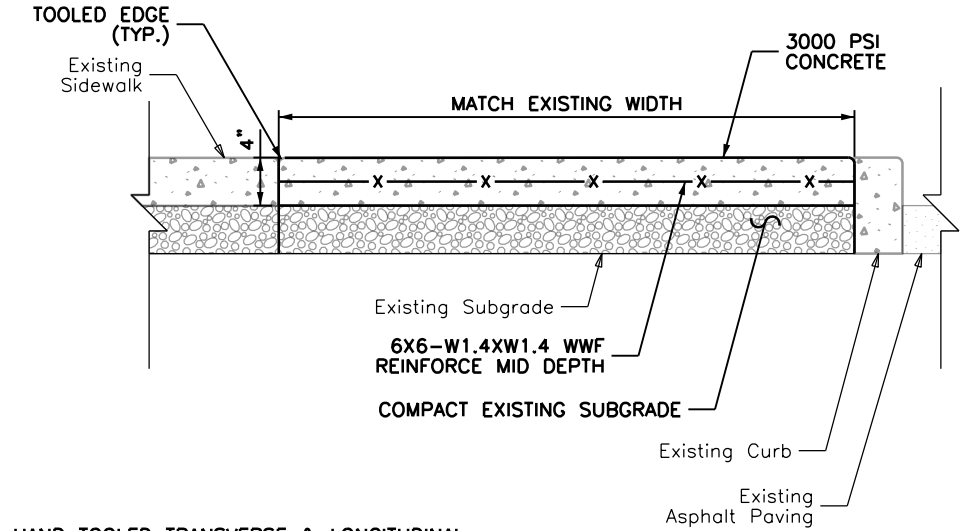
2 SITE PLAN
11x17 SCALE: 3/16" = 1'-0"
22x34 SCALE: 3/8" = 1'-0"

3 POLE ELEVATION
11x17 SCALE: 3/16" = 1'-0"
22x34 SCALE: 3/8" = 1'-0"

NOTE:
HAND DIG ALL
UTILITY CROSSINGS



- NOTES:
- 1) PROVIDE HAND TOOLED TRANSVERSE & LONGITUDINAL CONTRACTION JOINTS AT 5'-0" O.C. MAX., 3/8" EXPANSION JOINTS AT 25'-0" O.C. MAX.
 - 2) SIDEWALK RESTORATION SHALL COMPLY WITH THE AMERICAN'S WITH DISABILITY ACT (ADA)
 - 3) ALL DISTURBED SIDEWALK FLAGS SHALL BE REPLACED IN THEIR ENTIRETY



1	TRENCHING DETAIL
11x17 SCALE: NTS	22x34 SCALE: NTS

2	SIDEWALK DETAIL
11x17 SCALE: NTS	22x34 SCALE: NTS

3.D.15.c

SDG

SCHERER DESIGN GROUP, LLC

Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2511 Fax 908.323.2525

COLLEEN CONNOLLY

NEW JERSEY

PROFESSIONAL ENGINEER

NO. 24GE04133700

EXPIRATION DATE 12/31/2024

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verizon

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PROJECT TITLE:				
CONSTRUCTION DOCUMENT				
SITE NAME: ASBURY PARK BOARDWALK 03 [NEAREST TO] 950 OCEAN AVENUE ASBURY PARK, NJ MONMOUTH COUNTY				
SDG PROJECT #: 19VSC030				
SCALE: AS NOTED	DATE: 02/19/21			
DRAWING TITLE:				
DETAILS				
DRAWING NO.:	PAGE NO.:			
S3	Packet Pg. 192			

6"H NOTICE Transmitting Antenna(s) Radio frequency fields beyond this point MAY EXCEED the FCC General Population exposure limits. Obey all posted signs and site guidelines. Call Verizon at 1-800-254-6620 PRIOR to working beyond this point. Site ID/ PSLC: verizon 7.5"W 1/4" H 2/16" (SMALLEST LETTERS) 1/4" CALIBRE FONT NOTES: 1) ANTENNA SIGNAGE ATTACHED ON: WOOD POLES = SIGN ON ALUMINUM WITH STAINLESS STEEL SCREWS. METAL POLES = ADHESIVE VINYL OR PLACARD STRAPPED WITH STAINLESS STEEL SCREWS. CONCRETE/COMPOSITE = PLACARD STRAPPED WITH STAINLESS STEEL TIES. FIBERGLASS = PLACARD STRAPPED WITH STAINLESS STEEL TIES. 2) AFFIX SIGN TO THE STRUCTURE 8'-0" ABOVE GRADE. 3) SIZE APPROX. 8" x 6".		5" VERIZON WIRELESS SITE ID: _____ Contact 800-254-6620 4" NOTES: 1) SIGN TO BE INSTALLED ON THE SAME POLE NEXT TO THE DISCONNECT. 2) SIGN ON ALUMINUM WITH STAINLESS STEEL SCREW TO THE POLE. 3) THE SIGN MUST BE LOCATED ON BOTH SIDES OF THE POLE SO IT CAN BE RECOGNIZED FROM EITHER APPROACH 4) THE SIGN MUST BE COMPLETELY READABLE FROM OUTSIDE THE DANGER ZONE.		8" NOTICE Transmitting Antenna(s) Radio frequency fields beyond this point MAY EXCEED the FCC General Population exposure limits. Obey all posted signs and site guidelines. Call Verizon at 1-800-254-6620 PRIOR to working beyond this point. Site ID/ PSLC: verizon 5" 5" NOTES: 1) ANTENNA SIGNAGE ATTACHED ON: WOOD POLES = SIGN ON ALUMINUM WITH STAINLESS STEEL SCREWS. METAL POLES = ADHESIVE VINYL OR PLACARD STRAPPED WITH STAINLESS STEEL SCREWS. CONCRETE/COMPOSITE = PLACARD STRAPPED WITH STAINLESS STEEL TIES. FIBERGLASS = PLACARD STRAPPED WITH STAINLESS STEEL TIES. 2) AFFIX SIGN TO THE STRUCTURE AS PER EME REPORT. AFFIX A SECOND SIGN (VINYL ADHESIVE) TO THE POWER SUPPLY BOX. 3) SIZE APPROX. 8" x 5". 4) THE SIGN MUST BE LOCATED ON BOTH SIDES OF THE POLE SO IT CAN BE RECOGNIZED FROM EITHER APPROACH 5) THE SIGN MUST BE COMPLETELY READABLE FROM OUTSIDE THE DANGER ZONE.		7" DANGER ELECTRICAL SERVICE MAIN DISCONNECT 5" NOTES: 1) SIGN TO BE INSTALLED ON DISCONNECT BOX. 2) SIGN ON VINYL WITH ADHESIVE BACKING. 3) NO BACKUP DC POWER SUPPLY IS AVAILABLE FOR THIS SYSTEM.	
1	RF NOTICE SIGN	2	POLE MOUNTED SIGN	3	RF NOTICE SIGN	4	DISCONNECT WARNING SIGN
11x17 SCALE: NTS	22x34 SCALE: NTS	11x17 SCALE: NTS	22x34 SCALE: NTS	11x17 SCALE: NTS	22x34 SCALE: NTS	11x17 SCALE: NTS	22x34 SCALE: NTS
COMMSCOPE NNVVSSP-360S-FM DIMENSIONS (HxW): 28.7" x 12" WEIGHT: 26.7 LBS RF CONFIGURATION ELECTRICAL TILT: 0° MECHANICAL TILT: 0°		SAMSUNG 5G NR AU MAX DIMENSIONS (HxWxD): 18.5" x 9.6" x 6.9" (INCLUDES INTEGRATED RADIO) MAX WEIGHT: 35 LBS RF CONFIGURATION ELECTRICAL TILT: 0° MECHANICAL TILT: 0°		CBRS MICRO RRH (CBRS) DIMENSIONS (HxWxD): 13.91" x 8.55" x 4.15" WEIGHT: 18.64 LBS CONNECTION: 2 CPRI PORTS, 1 PORT FOR EXTERNAL ALARM LAA MICRO RRH (LAA) DIMENSIONS (HxWxD): 9.1" x 8.9" x 3" WEIGHT: 11.0 LBS CONNECTION: 2 CPRI PORTS, 1 PORT FOR EXTERNAL ALARM		RRH (AWS/PCS) RRH (700/850) RRH (AWS/PCS) DIMENSIONS (HxWxD): 15" x 15" x 10" WEIGHT: 84.4 LBS CONNECTION: 8 ANTENNA PORTS, 4 PORTS FOR EXTERNAL ALARM RRH (700/850) DIMENSIONS (HxWxD): 15" x 15" x 8.1" WEIGHT: 70.3 LBS CONNECTION: 4 ANTENNA PORTS, 4 PORTS FOR EXTERNAL ALARM	
5	ANTENNA SPECIFICATION	6	ANTENNA SPECIFICATION	7	MICRO REMOTE UNIT SPECIFICATIONS	8	REMOTE UNIT SPECIFICATIONS
11x17 SCALE: NTS	22x34 SCALE: NTS	11x17 SCALE: NTS	22x34 SCALE: NTS	11x17 SCALE: NTS	22x34 SCALE: NTS	11x17 SCALE: NTS	22x34 SCALE: NTS

3.D.15.c

SDG

SCHERER DESIGN GROUP, LLC

Shelbourne at Hunterdon
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Hampton, NJ 08827
Ph 908.323.2515 Fax 908.323.2525

COLLEEN CONNOLLY

24GE04133700

NJ PROFESSIONAL ENGINEER

24GE04133700

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verizon

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ASBURY PARK BOARDWALK 03

[NEAREST TO]
950 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED

DATE: 02/19/21

DRAWING TITLE:

DETAILS

DRAWING NO.:

PAGE NO.:

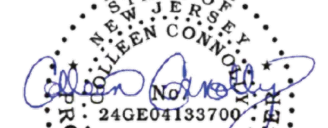
S4

Packet Pg. 193

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned



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[NEAREST TO]
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SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 02/19/21

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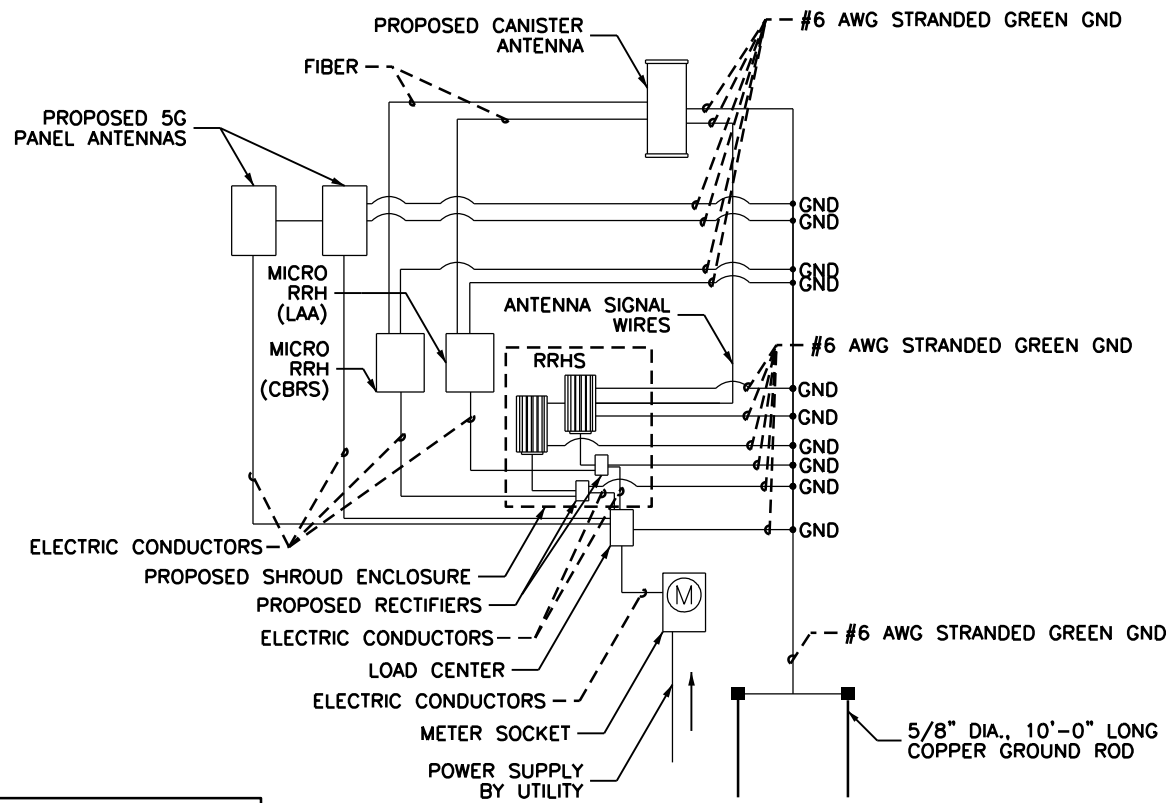
GROUNDING DETAILS

DRAWING NO.: PAGE NO.:

G1

Packet Pg. 195

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned



- CADWELD TYPE CONNECTION
- COMPRESSION TYPE CONNECTION

2 GENERAL WIRING DIAGRAM

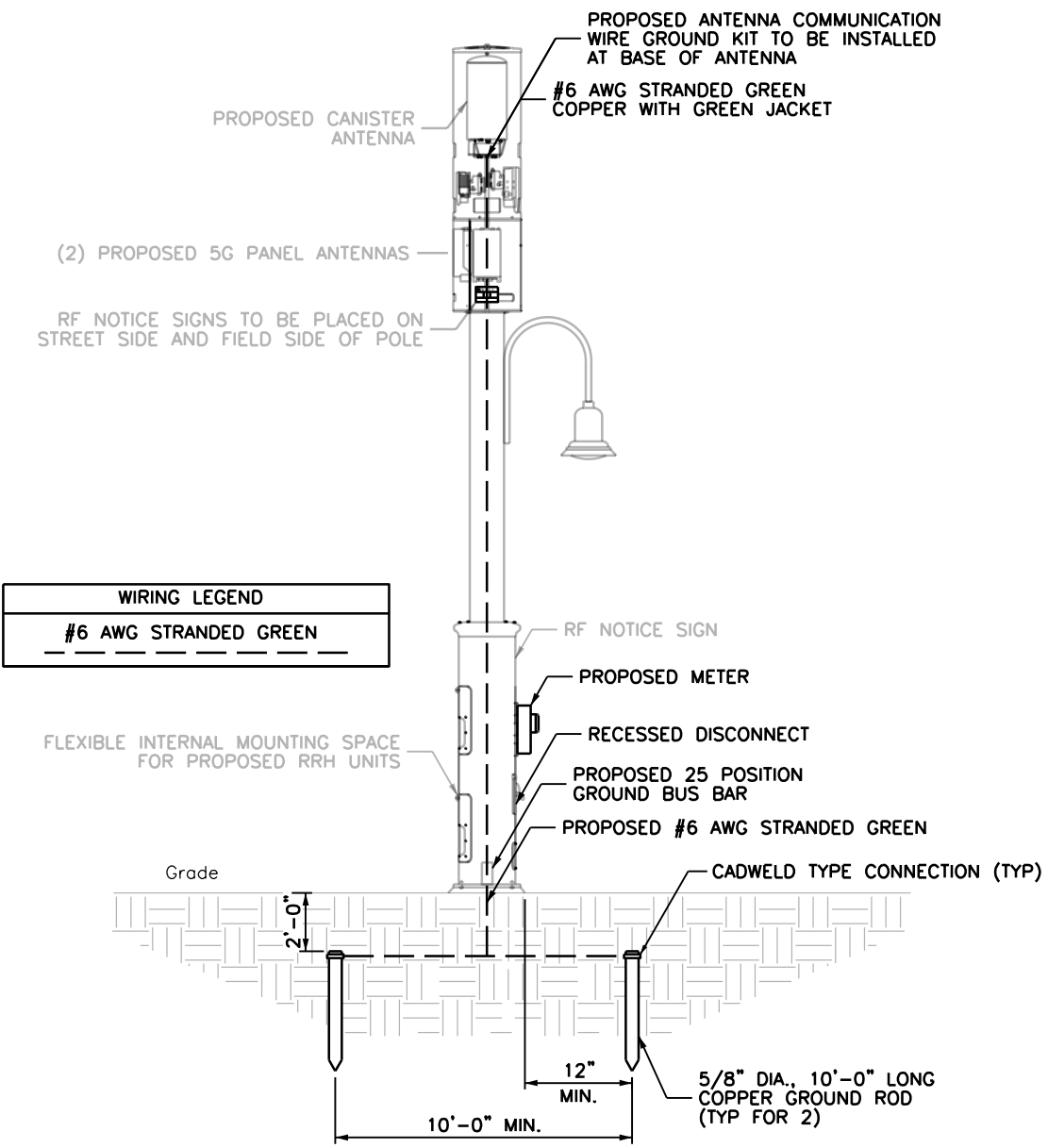
11x17 SCALE: NTS 22x34 SCALE: NTS

GROUNDING NOTES:

- LICENSEE MUST PROVIDE SEPARATE GROUNDING FOR THEIR EQUIPMENT. LICENSEE WILL NOT BE ALLOWED TO ATTACH TO JCPL'S GROUNDING SYSTEM, EXCEPT FOR A REMOVABLE BONDING JUMPER NEAR THE BASE OF THE POLE. THE REMOVABLE BONDING JUMPER SHALL PERMIT TESTING OF EACH GROUND AND WHEN BONDED TOGETHER ASSURES THAT EACH GROUND IS AT THE SAME POTENTIAL POINT.
- GROUND RODS SHALL BE "COPPER WELD" STEEL, MINIMUM 5/8 INCH DIAMETER, AND 10 FOOT LENGTH WITH THE CAPABILITY TO ADD LENGTH IN ORDER TO DECREASED GROUND IMPEDANCE WHERE SUCH SOIL CONDITIONS REQUIRE IT.
- THE GROUND CONDUCTOR SHALL BE MEDIUM HARD DRAWN, SOLID, INSULATED NO. 6 AWG COPPER AND SHALL MEET THE REQUIREMENTS OF ASTM B2. THE GROUND CONDUCTOR INSULATION THICKNESS SHALL BE 60 MILS OF UNFILLED, BLACK, CROSS LINKED POLYETHYLENE, TESTED IN ACCORDANCE WITH ICEA S-66-524, SECTION 3.7. THE MANUFACTURER'S NAME AND THE YEAR OF MANUFACTURE SHALL BE IMPRINTED ON THE CONDUCTOR AT INTERVALS OF APPROXIMATELY ONE FOOT. LICENSEE'S GROUND CONDUCTOR SHALL BE CLEARLY IDENTIFIED WITH A BRASS TAG OR OTHER ACCEPTABLE MEANS, ATTACHED TO THE CONDUCTOR AT THE BASE OF THE POLE, INDICATING LICENSEE'S IDENTIFICATION.
- ALL CONNECTORS SHALL BE BRASS OF THE DESIGN THAT PERMITS CIRCUMFERENTIAL CLAMPING ON BOTH WIRE AND ROD.
- THE LICENSEE'S GROUNDING SYSTEM SHALL YIELD A GROUND RESISTANCE OF 25 OHMS OR LESS.
- ALL METALLIC PARTS OF THE INSTALLATION ON THE POLE SHALL BE BONDED TOGETHER AND GROUNDED TO THE LICENSEE'S GROUNDING SYSTEM.
- DISSIMILAR METAL CONNECTIONS MUST BE AVOIDED FOR ALL GROUNDING ATTACHMENTS MADE ALONG THE POLE.
- ALL GROUND WIRES THROUGH THE NEUTRAL ZONE DOWN TO THE BASE OF THE POLE, ON SECONDARY POLES, SHALL BE COVERED WITH NON-METALLIC HEAVY WALL MOLDING TO PROVIDE PHYSICAL PROTECTION AND SECURED WITH STAPLES.

3 GROUNDING NOTES

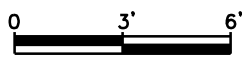
11x17 SCALE: NTS 22x34 SCALE: NTS



WIRING LEGEND
#6 AWG STRANDED GREEN

1 GROUNDING DETAILS

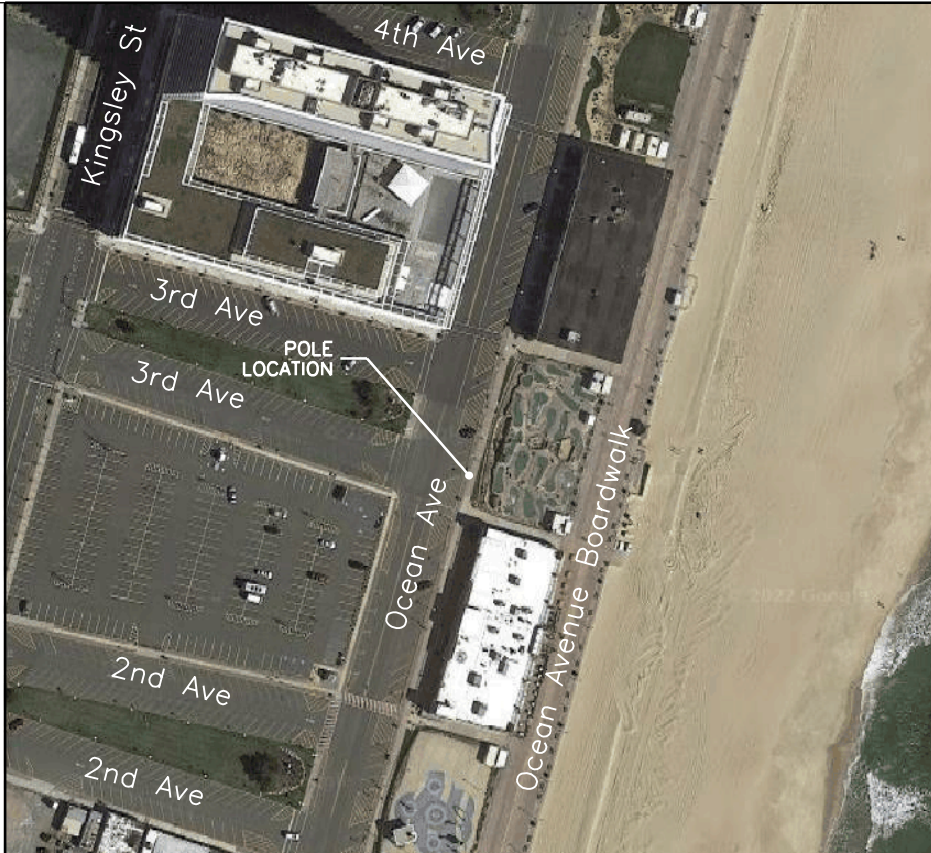
11x17 SCALE: 3/16"= 1'-0" 22x34 SCALE: 3/8" = 1'-0"





SITE NAME:
ASBURY PARK BOARDWALK 04

SITE LOCATION:
[NEAREST TO] 1050 OCEAN AVE
ASBURY PARK, NJ
MONMOUTH COUNTY



APPLICABLE BUILDING CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

1. BUILDING CODE:
[INTERNATIONAL BUILDING CODE (IBC), 2018 AS ADOPTED BY NEW JERSEY]

2. ELECTRICAL CODE:
[NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 - 2017, NATIONAL ELECTRICAL CODE, AS ADOPTED BY NEW JERSEY]

3. LIGHTNING PROTECTION CODE:
[NFPA 780 - 2006, LIGHTNING PROTECTION CODE]

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST APPROVED OF THE FOLLOWING STANDARDS:

4. AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

5. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, FIFTEENTH EDITION, AISC 360, SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS

6. TIA-222-H, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES, TIA 607 COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

7. AMERICAN WELDING SOCIETY (AWS) D1.1 (2004), STRUCTURAL WELDING CODE - STEEL

8. INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

9. IEEE C2 NATIONAL ELECTRIC SAFETY CODE (NEC) 2012

10. TELCORDIA GR-1275 GENERAL INSTALLATION REQUIREMENTS

11. AMERICAN ASSOCIATION OF STATE AND HIGHWAY TRANSPORTATION OFFICIAL (AASHTO) ROADSIDE DESIGN GUIDE, 4TH EDITION AND ROADWAY LIGHTING DESIGN GUIDE.

12. THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION (DOT) DESIGN MANUAL 2015

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

PROJECT SUMMARY:

SITE NAME: ASBURY PARK BOARDWALK 04

NEAREST TO: 1050 OCEAN AVE
ASBURY PARK, NJ
MONMOUTH COUNTY

OWNER: SQF, LLC D/B/A TILSON
5 EAST 1ST STREET
CLIFTON, NJ 07011

TELCO PROVIDER: VERIZON

ELECTRIC PROVIDER: JCPL

APPLICANT: NEW YORK SMSA LP
D/B/A VERIZON WIRELESS
180 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07921

LATITUDE: 40.221131N (NAD83)
LONGITUDE: 73.999996W (NAD83)
ELEVATION: 9' (NAVD 88)

POLE NUMBER: 137

ROW OWNER: MUNICIPAL

BLOCK AND LOT: N/A [IN R.O.W.] (NEAREST TO 4501/1.11)

POLE TYPE: CONCEALFAB

ENGINEER: COLLEEN CONNOLLY
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

ENGINEERING CONTACT: ANTHONY REKOSIK
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

APPROVALS

		APPROVED	APPROVED AS NOTED	DISAPPROVED/ REVISE
CONSTRUCTION MANAGER:	DATE	☐	☐	☐
RF ENGINEER:	DATE	☐	☐	☐
PROJECT MANAGER:	DATE	☐	☐	☐
APPLICANT:	DATE	☐	☐	☐
APPLICANT AGENT:	DATE	☐	☐	☐
SITE OWNER/OWNER REP:	DATE	☐	☐	☐

SCOPE OF WORK:

- INSTALLATION OF (4) PROPOSED ANTENNA(S) AND (2) RRH UNIT(S) WITHIN A REPLACEMENT CONCEALMENT POLE.
- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
- FACILITY HAS NO PLUMBING OR REFRIGERANTS
- THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REGULATORY REQUIREMENTS
- ALL NEW MATERIAL SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR UNLESS NOTED OTHERWISE. CABINETS, ANTENNAS/RRH AND CABLES FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR
- ASSOCIATED AC POWER TELECOMMUNICATION AND RF CABLING

FLOOD ZONE:

MAP NUMBER: 34025C0332F

FLOOD ZONE TYPE: VE

BASE FLOOD ELEVATION: 10'

LOCATION MAP
NOT TO SCALE

DWG.	DWG. TITLE
C1	COVER PAGE
GN1	GENERAL NOTES
S1	SITE PLAN AND ELEVATION
S2	FOUNDATION DETAILS
S3	DETAILS
S4	DETAILS
S5	ONE LINE DIAGRAMS
G1	GROUNDING DETAILS

(TYPICAL DRAFTING STANDARDS FOR ALL SHEETS)	
Existing	Light, Upper And Lower Case Lettering When Labeling Existing Features
PROPOSED	BOLD, UPPER CASE LETTERING WHEN LABELING PROPOSED FEATURES
	Light Lines Represent Existing Features
	DARK LINES REPRESENT PROPOSED FEATURES



Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2513 Fax 908.323.2525

DRAFT
NOT FOR CONSTRUCTION
DRAWING CONTENTS ARE CONCEPTUAL AND
ARE SUBJECT TO FINAL ENGINEER'S APPROVAL
(INCLUDING BUT NOT LIMITED TO
QUANTITIES AND SIZES)

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NJ PROFESSIONAL ENGINEER # 24GE04133700

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A	ISSUED FOR REVIEW	05/24/22
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MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 05/24/22

DRAWING TITLE:

COVER PAGE

DRAWING NO.: PAGE NO.:

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. SCHERER DESIGN GROUP HAS NO RESPONSIBILITY FOR OR CONTROL OVER SAFETY AT ANY TIME.
2. THE NOTES CONTAINED HEREIN ARE NOT PROJECT SPECIFIC. THE CONTRACTOR SHALL UTILIZE ALL THE NOTES WHICH PERTAIN TO THE WORK DEPICTED IN THIS DOCUMENT.
3. THE CONTRACTORS SHALL CONTACT SDG TO VERIFY THAT THEY HAVE BEEN ISSUED THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS PRIOR TO THE START OF CONSTRUCTION.
4. ALL DIMENSIONS AND INFORMATION SHOWN IN THE DRAWINGS ARE APPROXIMATE, DERIVED FROM LIMITED FIELD OBSERVATIONS, MADE FOR THIS PROJECT BY THE CONTRACTOR. DETAILED INFORMATION WAS COLLECTED FOR SPECIFIC WORK AREAS, WHERE NOTED. THIS INFORMATION IS TO BE USED FOR THE WORK SHOWN ON THESE PLANS ONLY.
5. UNLESS SPECIFICALLY REQUESTED BY THE CLIENT OR REQUIRED TO PROCEED WITH THE CREATION OF THE CONSTRUCTION DOCUMENTS, STRUCTURAL PROBES HAVE NOT BEEN PERFORMED. UTILITY POLE AND ASSOCIATED HARDWARE CONFIGURATION AND CONDITION NOT OTHERWISE VISIBLE BENEATH SURFACE FINISHES, MAY VARY AND SHALL BE CONFIRMED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES, WHETHER IN CONFIGURATION OR CONDITION SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP.
6. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & FIELD CONDITIONS PRIOR TO THE START OF CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP. THE CONSEQUENCES OF PROCEEDING WITH CONSTRUCTION AFTER DISCOVERING A FIELD CONDITION DISCREPANCY AND WITHOUT THE APPROVAL OR RECOMMENDATIONS OF SCHERER DESIGN GROUP, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
8. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PERMITS AND INSPECTIONS TO COMPLETE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL INSPECTIONS REQUIRED BY THE AUTHORITY HAVING JURISDICTION, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL, PLUMBING, FIRE PROTECTION AND STRUCTURAL.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY SCHERER DESIGN GROUP OF CONSTRUCTION STAGES WHICH REQUIRE SPECIAL OR CONTROLLED INSPECTIONS WITH A MINIMUM OF 48 HOURS (BUSINESS DAYS) NOTICE. THESE INSPECTIONS INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE REINFORCEMENT, CONCRETE POURING, STRUCTURAL STEEL ERECTION/BOLTING, WELDING AND THE INSTALLATION OF EPOXY ANCHORS. FAILURE TO COORDINATE THESE INSPECTIONS WITH SCHERER DESIGN GROUP MAY PROHIBIT SIGNOFF WITH THE AUTHORITY HAVING JURISDICTION.
10. SCHERER DESIGN GROUP HAS NOT PERFORMED AN INSPECTION FOR HAZARDOUS MATERIALS. THESE DRAWINGS ARE NOT MEANT TO DEPICT OR IMPLY THE PRESENCE OR ABSENCE OF SUCH MATERIALS WITHIN THE PROPOSED WORK AREAS.
11. TRUE NORTH SHALL BE DETERMINED BY CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR PROPER AZIMUTH ALIGNMENT.
12. THE CONTRACTOR SHALL CONTACT THE TELECOMMUNICATIONS CARRIER TO ACQUIRE THE LATEST RF DATA SHEET PRIOR TO THE START OF CONSTRUCTION. RF INFORMATION ISSUED BY THE TELECOMMUNICATIONS CARRIER SUPERSEDES INFORMATION CONTAINED HEREIN. CONTACT SCHERER DESIGN GROUP IMMEDIATELY IF DESIGN CHANGES ARE REQUIRED.
13. ROUTING IS DIAGRAMMATIC AND CONTRACTOR IS TO UTILIZE BEST POSSIBLE ROUTING TO EXPEDITE CONSTRUCTION PROCESS. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING FIELD CHANGES WITH THE AHJ AND JCP&L.
14. ALL DISTURBED AREAS SHALL BE RESTORED TO THEIR PREVIOUS CONDITION UPON COMPLETION OF EACH PHASE OF WORK.
15. CONTRACTOR SHALL KEEP SITE CLEAN AND ORDERLY AT ALL TIMES.
16. GROUNDING INSTALLATION TO BE COMPLETED IN ONE SHIFT. CONTRACTOR IS RESPONSIBLE FOR PEDESTRIAN PROTECTION AROUND TRENCH.
17. CONTRACTOR SHALL COORDINATE WITH THE AUTHORITY HAVING JURISDICTION OF THE ADJACENT ROADWAY TO DETERMINE IF PERMITS ARE REQUIRED TO WORK IN THE RIGHT OF WAY AND IF TRAFFIC CONTROL IS REQUIRED. CONTRACTOR SHALL OBTAIN AND COMPLY WITH ANY REQUIRED PERMITS.

MATERIAL NOTES:

1. ALL EQUIPMENT, CONDUCTORS, AND DEVICES SHALL COMPLY WITH NESC (LATEST EDITION) REQUIREMENTS, FCC APPROVALS, AND LOCAL UTILITY SPECIFICATIONS.
2. ALL EQUIPMENT, RACEWAY, CABLES, AND CONDUCTORS SHALL BE PROPERLY ATTACHED TO THE UTILITY POLE OR LIGHTING FIXTURE PER NESC REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS
3. ALL GROUNDS SHALL BE IN ACCORDANCE WITH NESC REQUIREMENTS AND JCP&L SPECIFICATIONS. GROUND CONDUCTORS SHALL NOT BE SMALLER THAN #6 AWG COPPER, UNLESS OTHERWISE SPECIFIED
4. BOLT HOLES SHALL BE PUNCHED OR DRILLED. FLAME CUT HOLES ARE NOT ACCEPTABLE.
5. INSTALL ALL EQUIPMENT AND DEVICES PLUMB AND LEVEL, ACCURATELY FITTED, AND FREE FROM DISTORTIONS AND/OR DEFECTS NOT TO CAUSE ANY INCREASED HAZARD TO THE GENERAL PUBLIC OR TO TRAFFIC FLOW
6. NOTIFY JCP&L PRIOR TO FIELD CUTTING OR MODIFYING APPROVED EQUIPMENT.
7. ALL BOLTS, ANCHORS, AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 - ZINC COATING (HOT-DIP) OR IRON AND STEEL HARDWARE.
8. ALL ELECTRICAL EQUIPMENT SHALL BE HOUSED IN NEMA 3R ENCLOSURES.

CONCRETE AND REINFORCING STEEL NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE PROJECT SPECIFICATIONS.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE
3. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60. DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS.

CONCRETE CAST AGAINST EARTH.....	3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER	
#6 AND LARGER.....	2 IN.
#5 AND SMALLER & WWF.....	1 1/2IN.
CONCRETE NOT EXPOSED TO EARTH OR WEATHER	
OR NOT CAST AGAINST THE GROUND.	
SLAB AND WALL.....	3/4 IN.
BEAMS AND COLUMNS.....	1 1/2 IN.
5. A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
6. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S WRITTEN RECOMMEND PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE. EXPANSION BOLTS SHALL BE PROVIDED BY RAMSET/REDHEAD OR APPROVED EQUAL.

OPERATIONAL SAFETY PROCEDURES

1. INTERFERENCE WITH ANY JCP&L COMMUNICATION OR DISTRIBUTION AUTOMATION RADIO SYSTEM WILL NOT BE PERMITTED. THE RADIO SYSTEM IS THE PRIMARY COMMUNICATION FOR EMPLOYEES OF JCP&L AND IS ESSENTIAL FOR RESPONSE TO EMERGENCIES. THIS NON-INTERFERENCE CLAUSE SHALL APPLY EVEN IF THE JCP&L RADIO EQUIPPED VEHICLE OR HANDHELD UNIT IS TEMPORARILY LOCATED NEAR THE ANTENNA SYSTEM WHILE PERFORMING WORK.
2. THE LICENSEE IS RESPONSIBLE FOR PLACING A SIGN ON THE POWER SUPPLY INDICATING A 24 HOUR CONTACT TELEPHONE NUMBER IN CASE OF EMERGENCY. THE PHONE NUMBER MUST BE VISIBLE FROM THE GROUND AND THE SIGN MUST BE MADE FROM A NON-METALLIC, EASILY READABLE, ULTRA VIOLET (UV) RESISTANT MATERIAL.
3. A NOTICE SIGN IS TO BE PLACED ON THE POWER SUPPLY BY THE LICENSEE REGARDING RF EMISSIONS IN ACCORDANCE WITH IEEE C95.2-2005, VIZ: 29 C.F.R.OSHA § 1910.268(p)(2), AND CONSISTENT WITH THE REQUIREMENTS OUTLINED IN THE RF STUDY INCLUDED WITH THIS SUBMITTAL.
4. THE LICENSEE'S POWER SUPPLY MUST BE EQUIPPED WITH AN EXTERNAL, PADLOCK-ABLE, AC/BATTERY COMBO, DISCONNECT SWITCH BETWEEN THE POWER SOURCE AND THE TRANSCEIVER. THE LICENSEE'S PADLOCK-ABLE, AC/BATTERY, DISCONNECT SWITCH MUST CUTOFF AC POWER TO THE TRANSCEIVER AND BACKUP BATTERY POWER (IF APPLICABLE). THE POWER SUPPLY/TRANSCEIVER CABINET WILL BE EQUIPPED WITH AN EXTERNAL INDICATOR LIGHT AND A PROVISIONAL TEST POINT THAT WILL VERIFY THE ANTENNA SYSTEM HAS BEEN RENDERED INOPERABLE. ALL ASPECTS OF THE TOTAL INSTALLATION SHALL BE IN ADHERENCE TO CURRENT EDITIONS OF BOTH THE NESC AND THE NEC.



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NO.	ISSUE OR REVISION	DATE

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SITE NAME:
ASBURY PARK BOARDWALK 04

[NEAREST TO]
1050 OCEAN AVE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED

DATE: 05/24/22

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GENERAL NOTES

DRAWING NO.:

PAGE NO.:

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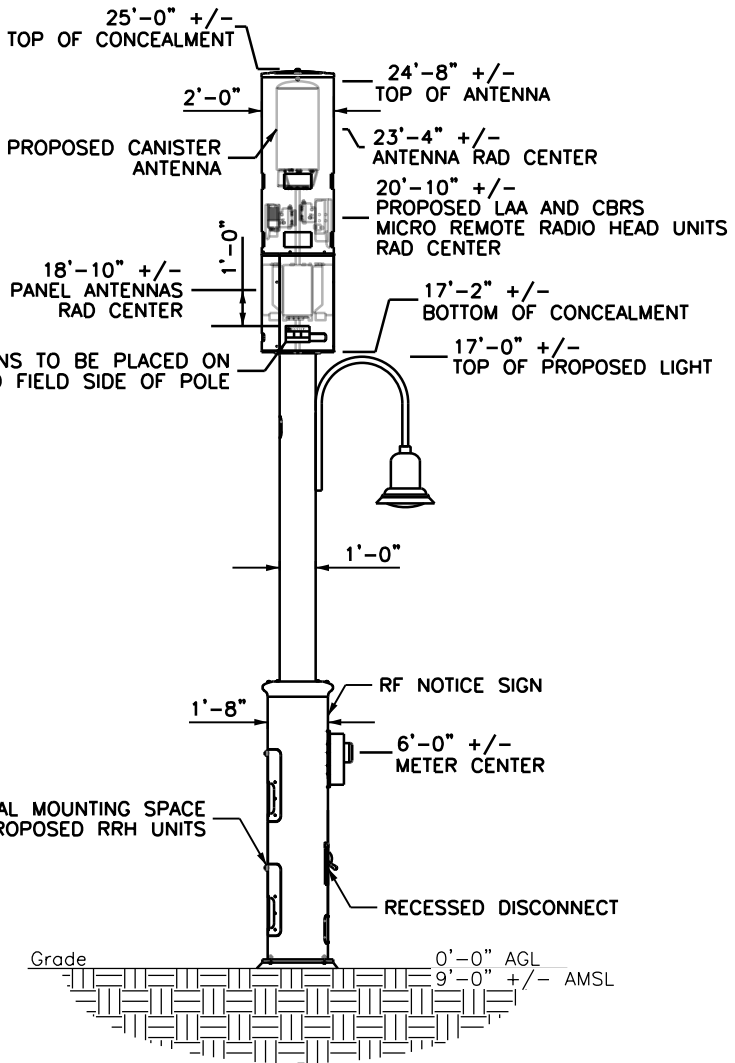
SITE PLAN
AND ELEVATION

DRAWING NO.: PAGE NO.:

S1

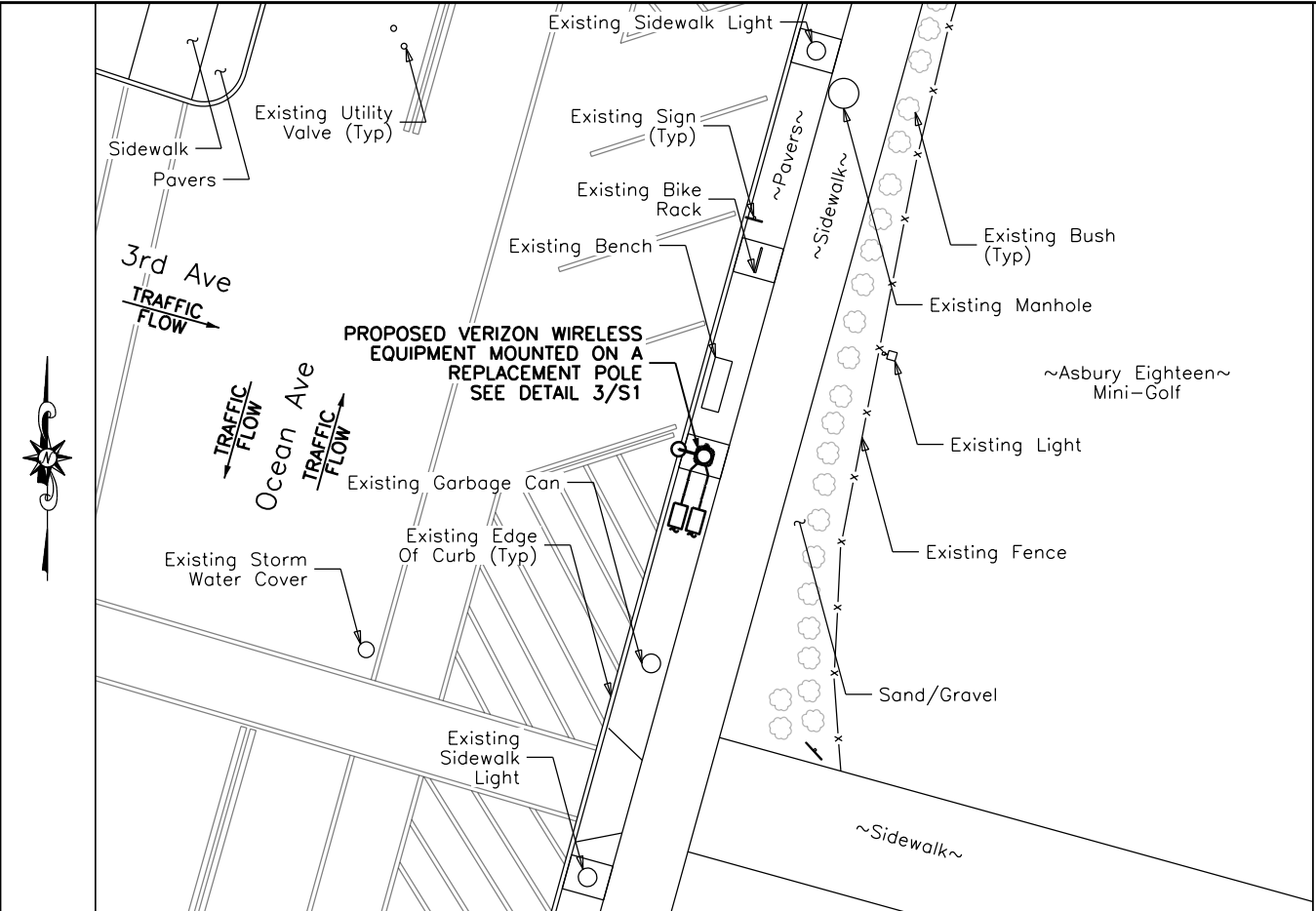
NOTES:

- EXISTING 14'-0" +/- POLE TO BE REPLACED WITH 25'-0" +/- POLE.
- PROPOSED POLE TO BE A CONCEALFAB HIGH CAPACITY POLE. FINAL DESIGN INCLUDING FOUNDATION TO BE DESIGNED BY OTHERS AND APPROVED BY SDG.



RF NOTICE SIGNS TO BE PLACED ON
STREET SIDE AND FIELD SIDE OF POLE

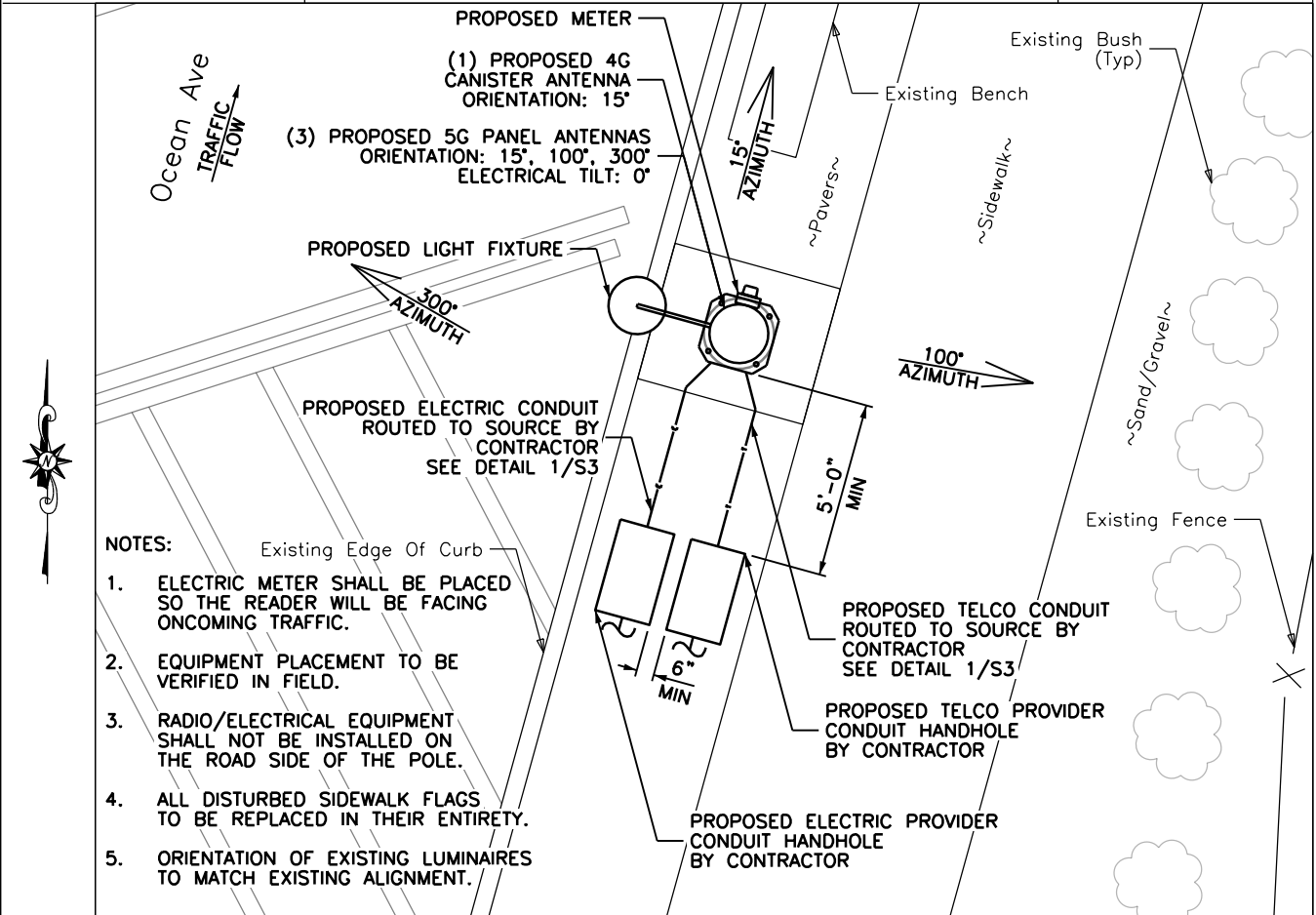
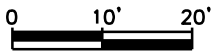
FLEXIBLE INTERNAL MOUNTING SPACE
FOR PROPOSED RRH UNITS



1 OVERALL SITE PLAN

11x17 SCALE: 3/64" = 1'-0"

22x34 SCALE: 3/32" = 1'-0"



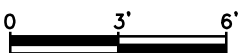
NOTES:

- ELECTRIC METER SHALL BE PLACED SO THE READER WILL BE FACING ONCOMING TRAFFIC.
- EQUIPMENT PLACEMENT TO BE VERIFIED IN FIELD.
- RADIO/ELECTRICAL EQUIPMENT SHALL NOT BE INSTALLED ON THE ROAD SIDE OF THE POLE.
- ALL DISTURBED SIDEWALK FLAGS TO BE REPLACED IN THEIR ENTIRETY.
- ORIENTATION OF EXISTING LUMINAIRES TO MATCH EXISTING ALIGNMENT.

2 SITE PLAN

11x17 SCALE: 3/16" = 1'-0"

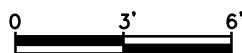
22x34 SCALE: 3/8" = 1'-0"



3 POLE ELEVATION

11x17 SCALE: 3/16" = 1'-0"

22x34 SCALE: 3/8" = 1'-0"



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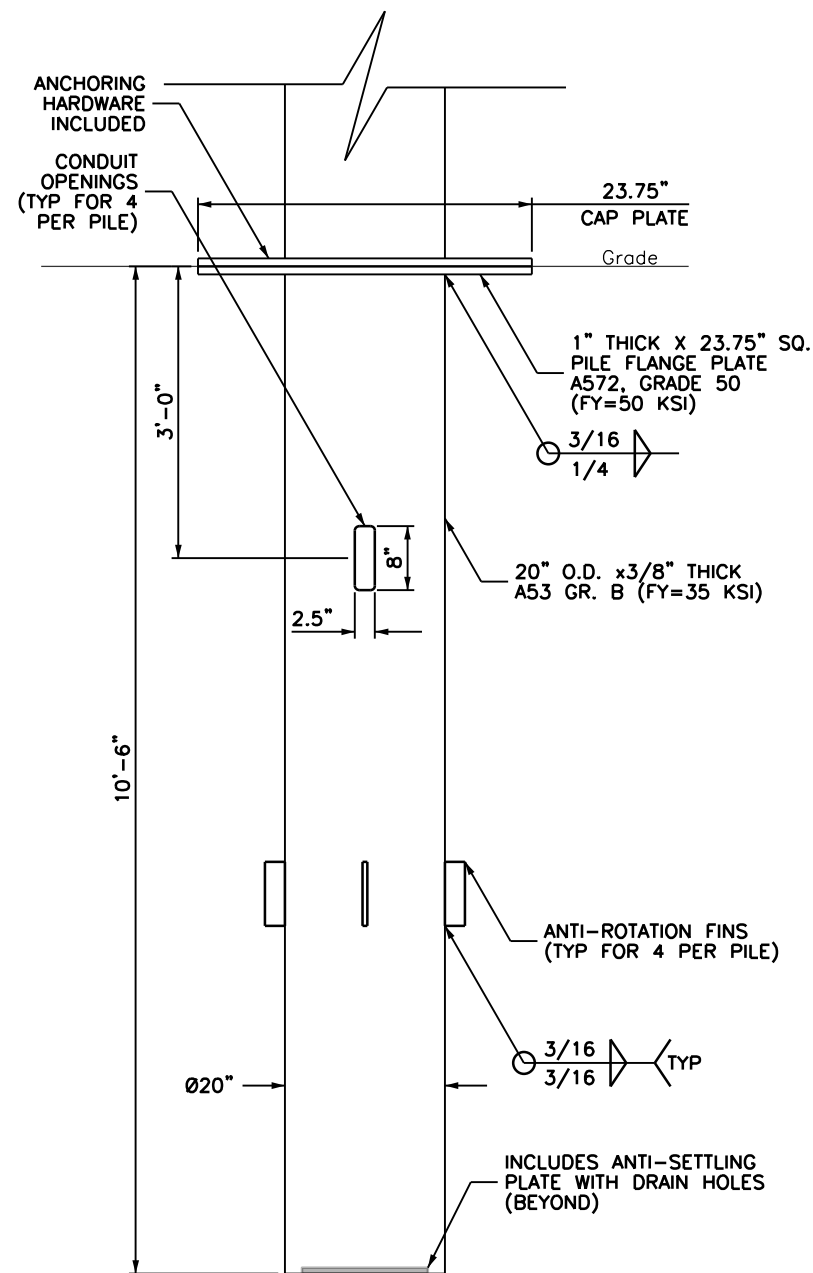
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FOUNDATION DETAIL

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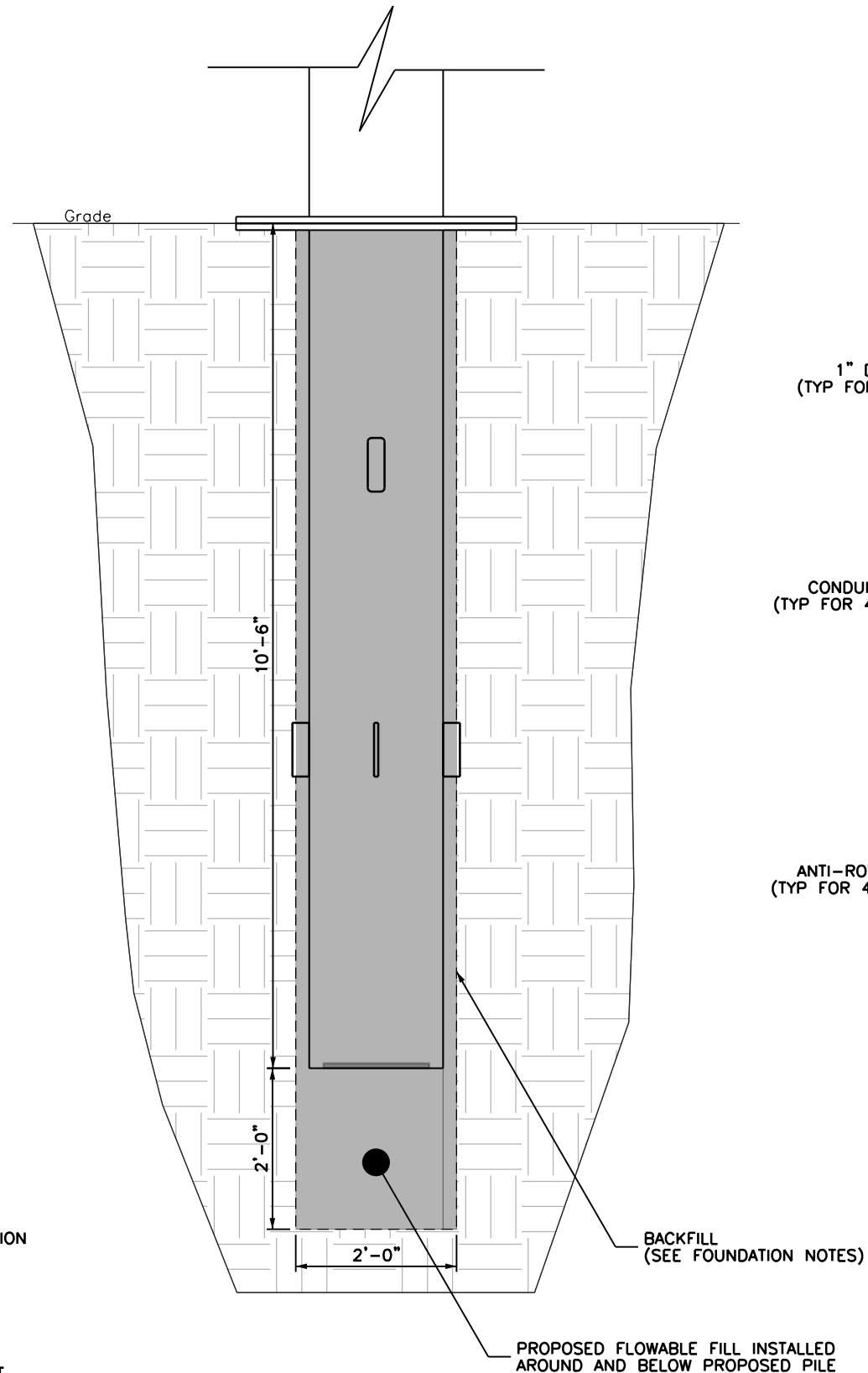
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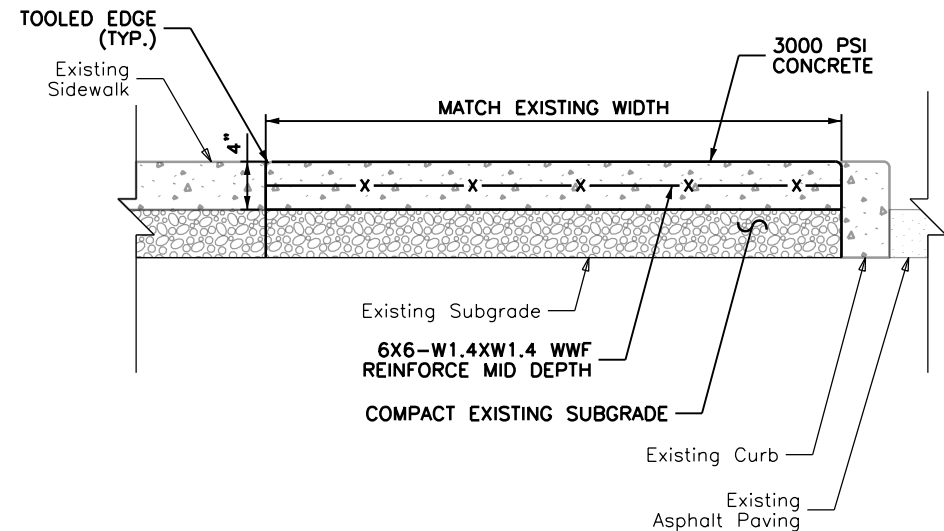
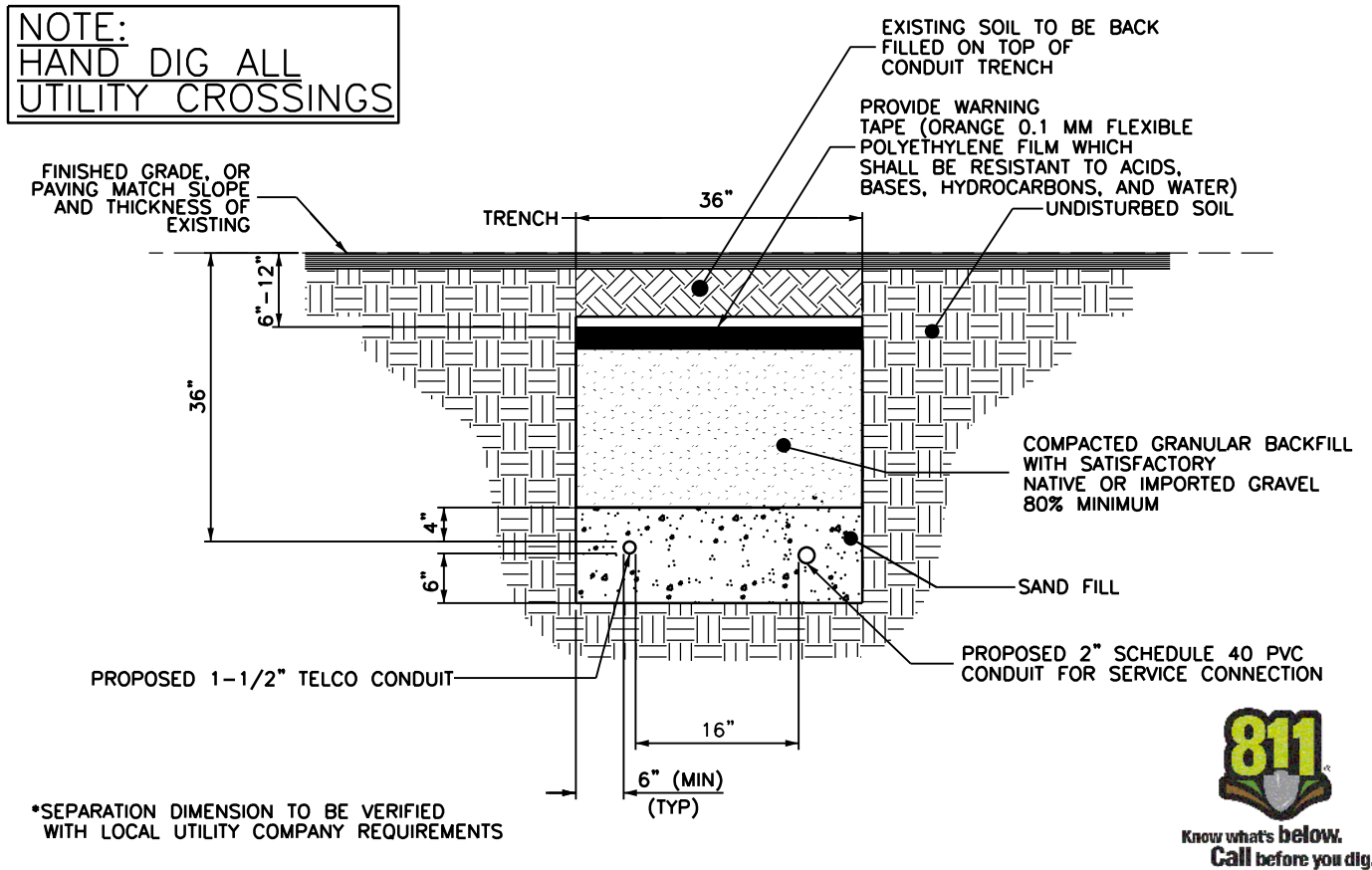
NOTES:

- 1) FOUNDATION DESIGN FROM POLE ANALYSIS AND FOUNDATION DESIGN STRUCTURAL CALCULATION PROVIDED BY CONCEALFAB DATED 01/27/2022.
- 2) CONTRACTOR SHALL HIRE A GEOTECHNICAL ENGINEER TO VERIFY ON-SITE CONDITIONS MEET ASSUMED CONDITIONS AS A MINIMUM. IF CONDITIONS ARE NOT ACCEPTABLE, NOTIFY THE ENGINEER ON RECORD FOR A REVISED FOUNDATION DESIGN, AND PROVIDE GEOTECHNICAL RECOMMENDATIONS TO THE ENGINEER ON RECORD.
- 3) STEEL FOUNDATION INCLUDES A GALVANIZED COATING WITH A DURABLE POLYUREA TOP COAT.
- 4) BACKFILL IN THE ANNULAR SPACE AROUND THE EMBEDDED PILE SHALL COMPLY WITH IBC SECTION 1807.7 AND SHALL BE ONE OF THE FOLLOWING:
 - A) FLOWABLE FILL (CONTROLLED LOW-STRENGTH MATERIAL) PLACED IN ACCORDANCE WITH NJDOT STANDARD SPECIFICATIONS SECTION 652.03.01H. MATERIAL SHALL COMPLY WITH NJDOT STANDARD SPECIFICATIONS SECTION 903.09.
 - B) WELL GRADED NJDOT-APPROVED BROKEN STONE WITH A MAXIMUM DIAMETER OF 3/4". COMPACT FILL IN 8" LIFTS. BROKEN STONE SHALL MEET THE REQUIREMENTS OF NJDOT STANDARD SPECIFICATIONS SECTION 901.03.01 AND TABLE 01.03.01-1



- 5) CONTRACTOR TO INSTALL ALL PROPOSED CONDUITS PRIOR TO BACKFILLING.
- 6) IF CAVING OCCURS OR IF THE PILE WILL NOT BE IMMEDIATELY SET AFTER AUGURING, THE CONTRACTOR SHALL PROVIDE AND INSERT A STEEL OR CORRUGATED PLASTIC SLEEVE.
- 7) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS AND METHODS OF FOUNDATION INSTALLATION.
- 8) THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE STABILITY OF EXCAVATION AND PROTECTING ADJACENT STRUCTURES.
- 9) PROPOSED PILE DOES NOT REQUIRE FILL WITHIN THE PILE CAVITY.

NOTE:
HAND DIG ALL
UTILITY CROSSINGS



- NOTES:
- 1) PROVIDE HAND TOOLED TRANSVERSE & LONGITUDINAL CONTRACTION JOINTS AT 5'-0" O.C. MAX., 3/8" EXPANSION JOINTS AT 25'-0" O.C. MAX.
 - 2) SIDEWALK RESTORATION SHALL COMPLY WITH THE AMERICAN'S WITH DISABILITY ACT (ADA)
 - 3) ALL DISTURBED SIDEWALK FLAGS SHALL BE REPLACED IN THEIR ENTIRETY

1	TRENCHING DETAIL		2	SIDEWALK DETAIL	
11x17 SCALE: NTS		22x34 SCALE: NTS	11x17 SCALE: NTS		22x34 SCALE: NTS



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[NEAREST TO]
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MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

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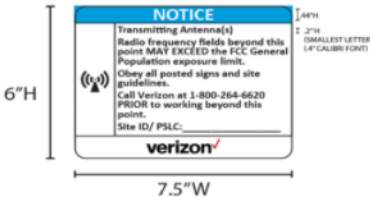
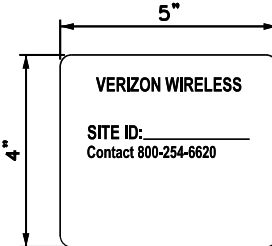
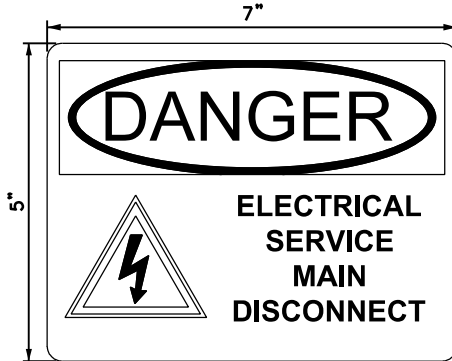
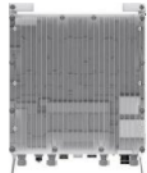
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DETAILS

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 NOTES: 1) ANTENNA SIGNAGE ATTACHED ON: WOOD POLES = SIGN ON ALUMINUM WITH STAINLESS STEEL SCREWS. METAL POLES = ADHESIVE VINYL OR PLACARD STRAPPED WITH STAINLESS STEEL SCREWS. CONCRETE/COMPOSITE = PLACARD STRAPPED WITH STAINLESS STEEL TIES. FIBERGLASS = PLACARD STRAPPED WITH STAINLESS STEEL TIES. 2) AFFIX SIGN TO THE STRUCTURE 8'-0" ABOVE GRADE. 3) SIZE APPROX. 8" x 6".		 NOTES: 1) SIGN TO BE INSTALLED ON THE SAME POLE NEXT TO THE DISCONNECT. 2) SIGN ON ALUMINUM WITH STAINLESS STEEL SCREW TO THE POLE. 3) THE SIGN MUST BE LOCATED ON BOTH SIDES OF THE POLE SO IT CAN BE RECOGNIZED FROM EITHER APPROACH 4) THE SIGN MUST BE COMPLETELY READABLE FROM OUTSIDE THE DANGER ZONE.		 NOTES: 1) ANTENNA SIGNAGE ATTACHED ON: WOOD POLES = SIGN ON ALUMINUM WITH STAINLESS STEEL SCREWS. METAL POLES = ADHESIVE VINYL OR PLACARD STRAPPED WITH STAINLESS STEEL SCREWS. CONCRETE/COMPOSITE = PLACARD STRAPPED WITH STAINLESS STEEL TIES. FIBERGLASS = PLACARD STRAPPED WITH STAINLESS STEEL TIES. 2) AFFIX SIGN TO THE STRUCTURE AS PER EME REPORT. AFFIX A SECOND SIGN (VINYL ADHESIVE) TO THE POWER SUPPLY BOX. 3) SIZE APPROX. 8" x 5". 4) THE SIGN MUST BE LOCATED ON BOTH SIDES OF THE POLE SO IT CAN BE RECOGNIZED FROM EITHER APPROACH 5) THE SIGN MUST BE COMPLETELY READABLE FROM OUTSIDE THE DANGER ZONE.		 NOTES: 1) SIGN TO BE INSTALLED ON DISCONNECT BOX. 2) SIGN ON VINYL WITH ADHESIVE BACKING. 3) NO BACKUP DC POWER SUPPLY IS AVAILABLE FOR THIS SYSTEM.	
1	RF NOTICE SIGN	2	POLE MOUNTED SIGN	3	RF NOTICE SIGN	4	DISCONNECT WARNING SIGN
11x17 SCALE: NTS		22x34 SCALE: NTS		11x17 SCALE: NTS		22x34 SCALE: NTS	
 COMMSCOPE NNVVSS-360S-FM DIMENSIONS (HxW): 28.7" x 12" WEIGHT: 26.7 LBS RF CONFIGURATION ELECTRICAL TILT: 0° MECHANICAL TILT: 0°		 SAMSUNG 5G NR AU MAX DIMENSIONS (HxWxD): 18.5" x 9.6" x 6.9" (INCLUDES INTEGRATED RADIO) MAX WEIGHT: 35 LBS RF CONFIGURATION ELECTRICAL TILT: 0° MECHANICAL TILT: 0°		  CBRSLAA MICRO RRH (CBRS) DIMENSIONS (HxWxD): 13.91" x 8.55" x 4.15" WEIGHT: 18.64 LBS CONNECTION: 2 CPRI PORTS, 1 PORT FOR EXTERNAL ALARM MICRO RRH (LAA) DIMENSIONS (HxWxD): 9.1" x 8.9" x 3" WEIGHT: 11.0 LBS CONNECTION: 2 CPRI PORTS, 1 PORT FOR EXTERNAL ALARM		  RRH (AWS/PCS)RRH (700/850) DIMENSIONS (HxWxD): 15" x 15" x 10" WEIGHT: 84.4 LBS CONNECTION: 8 ANTENNA PORTS, 4 PORTS FOR EXTERNAL ALARM RRH (700/850) DIMENSIONS (HxWxD): 15" x 15" x 8.1" WEIGHT: 70.3 LBS CONNECTION: 4 ANTENNA PORTS, 4 PORTS FOR EXTERNAL ALARM	
5	ANTENNA SPECIFICATION	6	ANTENNA SPECIFICATION	7	MICRO REMOTE UNIT SPECIFICATIONS	8	REMOTE UNIT SPECIFICATIONS
11x17 SCALE: NTS		22x34 SCALE: NTS		11x17 SCALE: NTS		22x34 SCALE: NTS	

3.D.15.c



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Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned

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ONE LINE DIAGRAMS

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-
- The diagram illustrates a proposed fiber optic network topology. At the center is a circular node labeled "FOSC".
- Top Connections:**
 - A line connects the FOSC to a box labeled "LAA MICRO RRH" with the label "1 PROPOSED FIBER STRAND FROM FOSC TO LAA RADIO".
 - A line connects the FOSC to a box labeled "CBRS MICRO RRH" with the label "1 PROPOSED FIBER PAIR FROM FOSC TO CBRS RADIO".
 - Left Connection:**
 - A line connects the FOSC to a box labeled "5G PANEL ANTENNA" with the label "PROPOSED FIBER LINE TO PROPOSED FOSC AS PER UTILITY COMPANY SPECIFICATIONS".
 - Right Connections:**
 - A line connects the FOSC to a box labeled "5G PANEL ANTENNA" with the label "1 PROPOSED FIBER PAIR FROM FOSC TO PROPOSED PANEL ANTENNAS".
 - A line connects the FOSC to a box labeled "5G PANEL ANTENNA" with the label "1 PROPOSED FIBER STRAND FROM FOSC TO RADIO".
 - Bottom Connections:**
 - A line connects the FOSC to a box labeled "4G RRH" with the label "1 PROPOSED FIBER STRAND FROM FOSC TO RADIO".
 - A line connects the FOSC to a box labeled "4G RRH" with the label "1 PROPOSED FIBER STRAND FROM FOSC TO RADIO".
- Arrows indicate the direction of fiber flow from the central FOSC to the various radio and antenna components.

2 FIBER ONE LINE DIAGRAM

11x17 SCALE: NTS

22x34 SCALE: NTS

METER
MODEL: MILBANK U2272-RL-5T9-BL
DIMENSIONS (HxWxD): 18.5" X 10" X 4.8"



NOTE:
120VAC LED
INDICATOR LIGHT TO
SHOW ON/OFF STATUS
OF DISCONNECT SWITCH.



3	LOAD CENTER
---	-------------

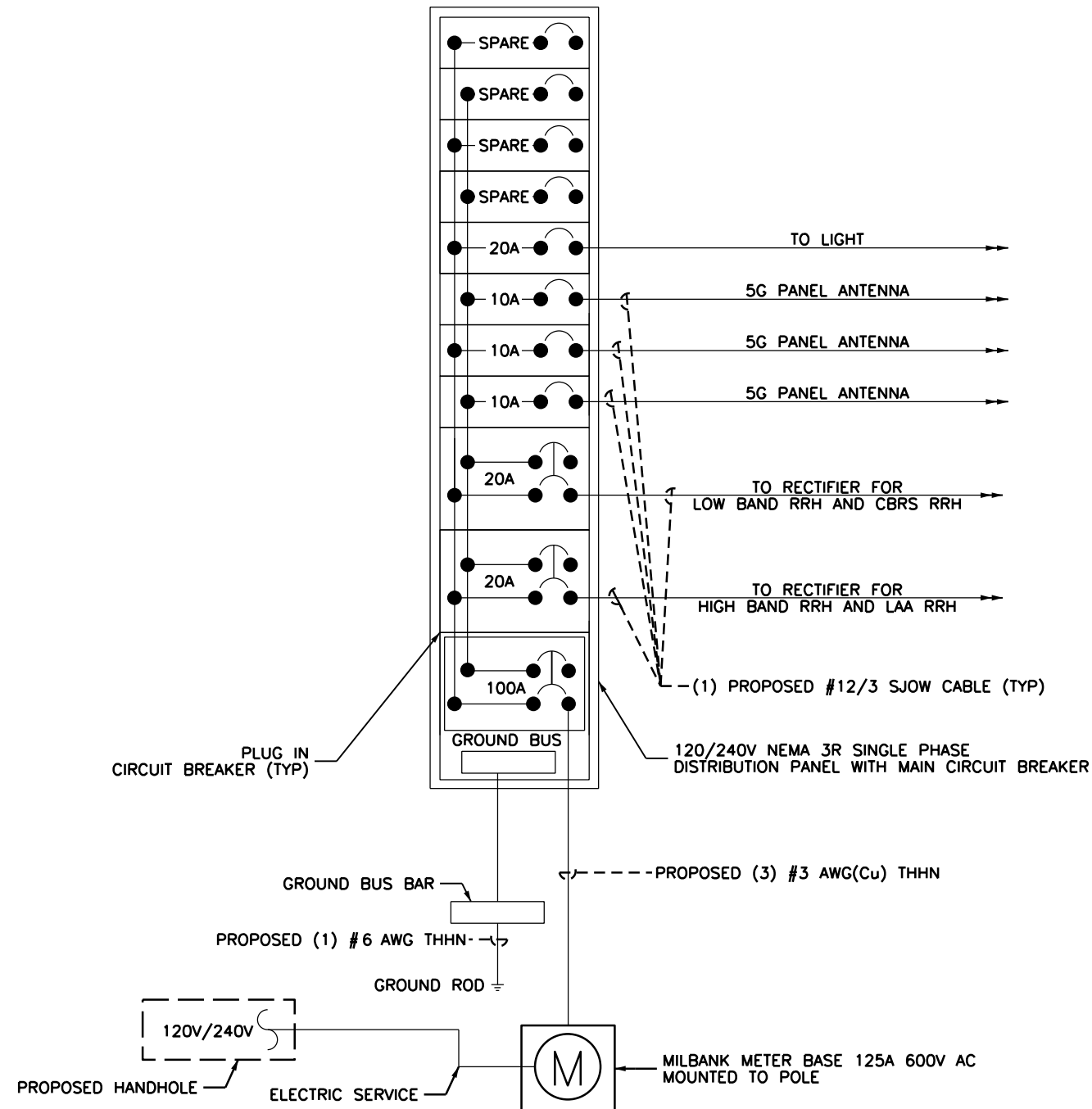
11x17 SCALE: NTS

22x34 SCALE: NTS

METER SPECIFICATION

11x17 SCALE: NTS

22x34 SCALE: NTS



ELECTRIC ONE LINE DIAGRAM

11x17 SCALE: NTS

22x34 SCALE: NTS

3	LOAD CENTER
---	-------------

11x17 SCALE: NTS

22x34 SCALE: NTS

METER SPECIFICATION

11x17 SCALE: NTS

22x34 SCALE: NTS



Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2513 Fax 908.323.2525

DRAFT
NOT FOR CONSTRUCTION
DRAWING CONTENTS ARE CONCEPTUAL AND ARE SUBJECT TO FINAL ENGINEER'S APPROVAL (INCLUDING BUT NOT LIMITED TO QUANTITIES AND SIZES)

COLLEEN CONNOLLY
NJ PROFESSIONAL ENGINEER # 24GE04133700
IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DOCUMENT IN ANY WAY. SIGNATURE AND SEAL NOT VALID UNLESS ORIGINAL.

APPLICANT:



CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE THAT THEY HAVE THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS.

A	ISSUED FOR REVIEW	05/24/22
NO.	ISSUE OR REVISION	DATE

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 04

[NEAREST TO]
1050 OCEAN AVE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 05/24/22

DRAWING TITLE:

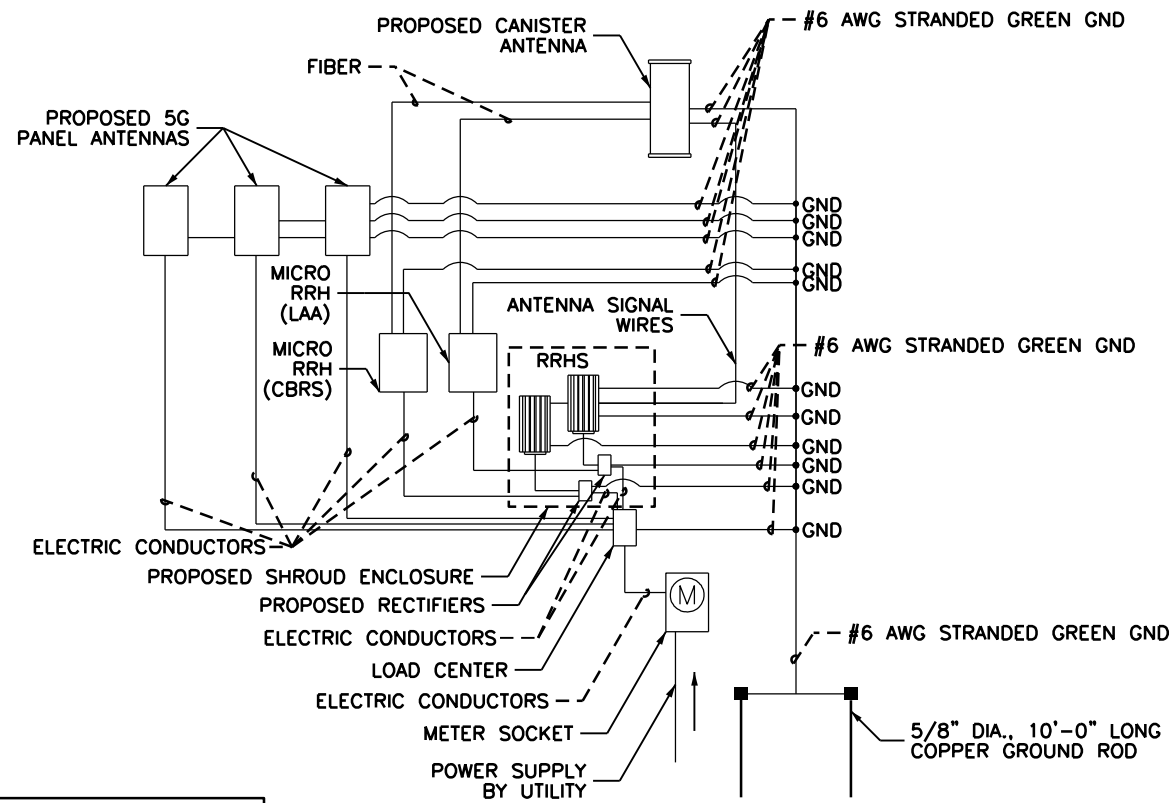
GROUNDING DETAILS

DRAWING NO.: PAGE NO.:

G1

Packet Pg. 203

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned



- CADWELD TYPE CONNECTION
- COMPRESSION TYPE CONNECTION

2 GENERAL WIRING DIAGRAM

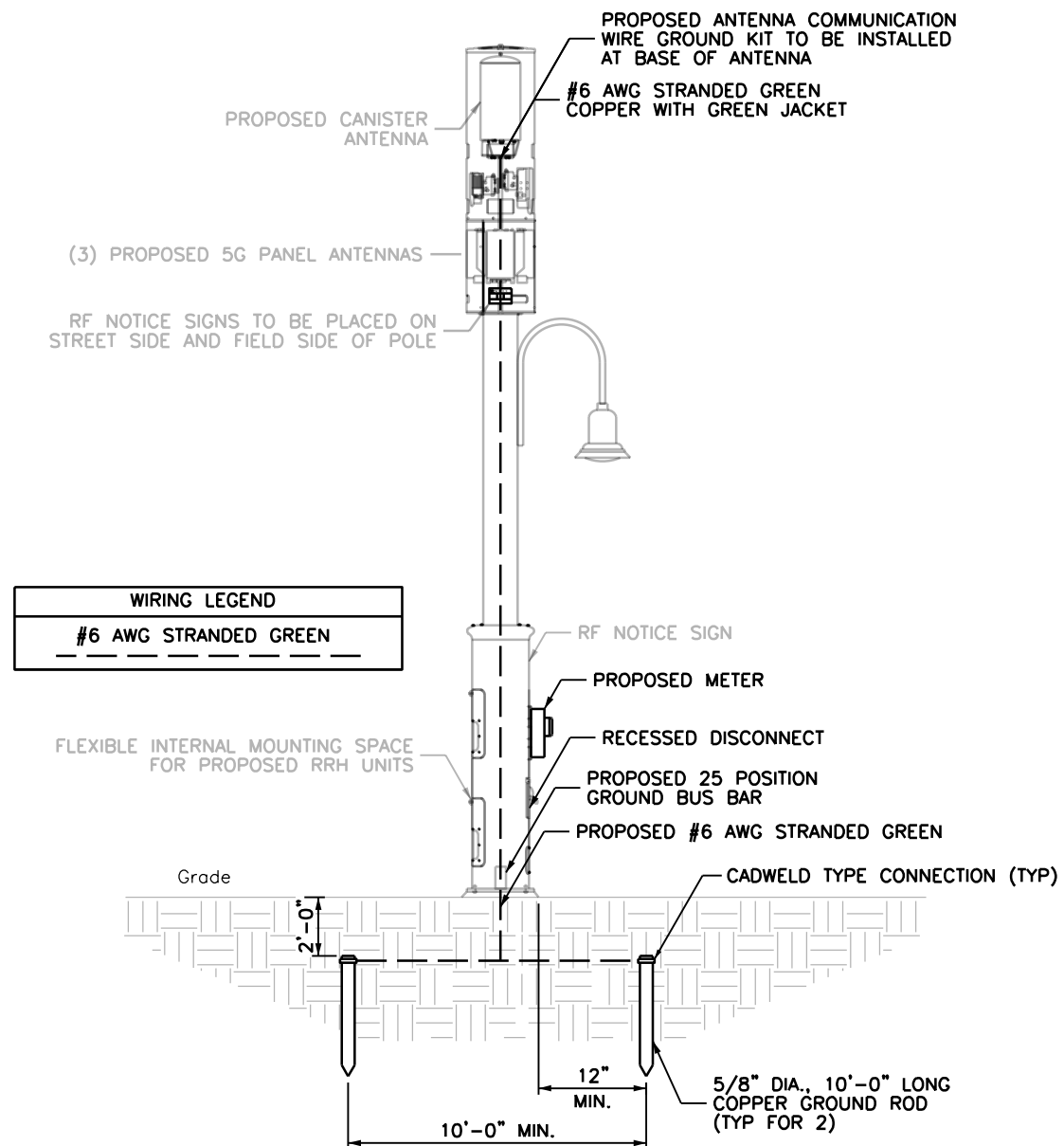
11x17 SCALE: NTS 22x34 SCALE: NTS

GROUNDING NOTES:

- LICENSEE MUST PROVIDE SEPARATE GROUNDING FOR THEIR EQUIPMENT. LICENSEE WILL NOT BE ALLOWED TO ATTACH TO JCPL'S GROUNDING SYSTEM, EXCEPT FOR A REMOVABLE BONDING JUMPER NEAR THE BASE OF THE POLE. THE REMOVABLE BONDING JUMPER SHALL PERMIT TESTING OF EACH GROUND AND WHEN BONDED TOGETHER ASSURES THAT EACH GROUND IS AT THE SAME POTENTIAL POINT.
- GROUND RODS SHALL BE "COPPER WELD" STEEL, MINIMUM 5/8 INCH DIAMETER, AND 10 FOOT LENGTH WITH THE CAPABILITY TO ADD LENGTH IN ORDER TO DECREASED GROUND IMPEDANCE WHERE SUCH SOIL CONDITIONS REQUIRE IT.
- THE GROUND CONDUCTOR SHALL BE MEDIUM HARD DRAWN, SOLID, INSULATED NO. 6 AWG COPPER AND SHALL MEET THE REQUIREMENTS OF ASTM B2. THE GROUND CONDUCTOR INSULATION THICKNESS SHALL BE 60 MILS OF UNFILLED, BLACK, CROSS LINKED POLYETHYLENE, TESTED IN ACCORDANCE WITH ICEA S-66-524, SECTION 3.7. THE MANUFACTURER'S NAME AND THE YEAR OF MANUFACTURE SHALL BE IMPRINTED ON THE CONDUCTOR AT INTERVALS OF APPROXIMATELY ONE FOOT. LICENSEE'S GROUND CONDUCTOR SHALL BE CLEARLY IDENTIFIED WITH A BRASS TAG OR OTHER ACCEPTABLE MEANS, ATTACHED TO THE CONDUCTOR AT THE BASE OF THE POLE, INDICATING LICENSEE'S IDENTIFICATION.
- ALL CONNECTORS SHALL BE BRASS OF THE DESIGN THAT PERMITS CIRCUMFERENTIAL CLAMPING ON BOTH WIRE AND ROD.
- THE LICENSEE'S GROUNDING SYSTEM SHALL YIELD A GROUND RESISTANCE OF 25 OHMS OR LESS.
- ALL METALLIC PARTS OF THE INSTALLATION ON THE POLE SHALL BE BONDED TOGETHER AND GROUNDED TO THE LICENSEE'S GROUNDING SYSTEM.
- DISSIMILAR METAL CONNECTIONS MUST BE AVOIDED FOR ALL GROUNDING ATTACHMENTS MADE ALONG THE POLE.
- ALL GROUND WIRES THROUGH THE NEUTRAL ZONE DOWN TO THE BASE OF THE POLE, ON SECONDARY POLES, SHALL BE COVERED WITH NON-METALLIC HEAVY WALL MOLDING TO PROVIDE PHYSICAL PROTECTION AND SECURED WITH STAPLES.

3 GROUNDING NOTES

11x17 SCALE: NTS 22x34 SCALE: NTS



WIRING LEGEND
#6 AWG STRANDED GREEN

RF NOTICE SIGN
PROPOSED METER
RECESSED DISCONNECT
PROPOSED 25 POSITION GROUND BUS BAR
PROPOSED #6 AWG STRANDED GREEN
FLEXIBLE INTERNAL MOUNTING SPACE FOR PROPOSED RRH UNITS

CADWELD TYPE CONNECTION (TYP)
5/8" DIA., 10'-0" LONG COPPER GROUND ROD (TYP FOR 2)
12" MIN.
10'-0" MIN.

Grade

RF NOTICE SIGNS TO BE PLACED ON STREET SIDE AND FIELD SIDE OF POLE

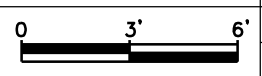
(3) PROPOSED 5G PANEL ANTENNAS

PROPOSED ANTENNA COMMUNICATION WIRE GROUND KIT TO BE INSTALLED AT BASE OF ANTENNA
#6 AWG STRANDED GREEN COPPER WITH GREEN JACKET

PROPOSED CANISTER ANTENNA

1 GROUNDING DETAILS

11x17 SCALE: 3/16" = 1'-0" 22x34 SCALE: 3/8" = 1'-0"





SITE NAME:
ASBURY PARK BOARDWALK 05

SITE LOCATION:
[NEAREST TO] 1101 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY



APPLICABLE BUILDING CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
[INTERNATIONAL BUILDING CODE (IBC), 2018 AS ADOPTED BY NEW JERSEY]

ELECTRICAL CODE:
[NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 - 2017, NATIONAL ELECTRICAL CODE, AS ADOPTED BY NEW JERSEY]

LIGHTNING PROTECTION CODE:
[NFPA 780 - 2006, LIGHTNING PROTECTION CODE]

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST APPROVED OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, FIFTEENTH EDITION, AISC 360, SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS

TIA-222-H, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES, TIA 607 COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

AMERICAN WELDING SOCIETY (AWS) D1.1 (2004), STRUCTURAL WELDING CODE - STEEL

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE C2 NATIONAL ELECTRIC SAFETY CODE (NESC) 2012

TELCORDIA GR-1275 GENERAL INSTALLATION REQUIREMENTS

AMERICAN ASSOCIATION OF STATE AND HIGHWAY TRANSPORTATION OFFICIAL (AASHTO) ROADSIDE DESIGN GUIDE, 4TH EDITION AND ROADWAY LIGHTING DESIGN GUIDE.

THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION (DOT) DESIGN MANUAL 2015

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

PROJECT SUMMARY:

SITE NAME: ASBURY PARK BOARDWALK 05

NEAREST TO: 1101 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

APPLICANT/OWNER: VERIZON NEW JERSEY, INC
657 FLORIDA GROVE RD.
HOPE LAWN, NJ 08861

TELCO PROVIDER: VERIZON

ELECTRIC PROVIDER: JCP&L

APPLICANT: SMSA PARTNERSHIP
D/B/A VERIZON WIRELESS
180 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07921

LATITUDE: 40.222368N (NAD83)
LONGITUDE: 73.999836W (NAD83)
ELEVATION: 8' (NAVD 88)

POLE NUMBER: N/A

ROW OWNER: MUNICIPAL

BLOCK AND LOT: N/A [IN R.O.W.] (NEAREST TO 4002/1)

POLE TYPE: CONCEALFAB

ENGINEER: COLLEEN CONNOLLY
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

ENGINEERING CONTACT: ANTHONY REKOSIK
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

APPROVALS

		APPROVED	APPROVED AS NOTED	DISAPPROVED/ REVISE
CONSTRUCTION MANAGER:	DATE	☐	☐	☐
RF ENGINEER:	DATE	☐	☐	☐
PROJECT MANAGER:	DATE	☐	☐	☐
APPLICANT:	DATE	☐	☐	☐
APPLICANT AGENT:	DATE	☐	☐	☐
SITE OWNER/OWNER REP:	DATE	☐	☐	☐

SCOPE OF WORK:

- INSTALLATION OF (4) PROPOSED ANTENNAS AND (2) RRH UNITS ON A CONCEALFAB POLE
- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
- FACILITY HAS NO PLUMBING OR REFRIGERANTS
- THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REGULATORY REQUIREMENTS
- ALL NEW MATERIAL SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR UNLESS NOTED OTHERWISE. CABINETS, ANTENNAS/RRU AND CABLES FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR
- ASSOCIATED AC POWER TELECOMMUNICATION AND RF CABLING

LOCATION MAP
NOT TO SCALE

DWG.	DWG. TITLE
C1	COVER PAGE
GN1	GENERAL NOTES
S1	SITE PLAN AND ELEVATION
S2	STRUCTURAL DETAILS
S3	DETAILS
S4	DETAILS
S5	ONE LINE DIAGRAMS
G1	GROUNDING DETAILS
(TYPICAL DRAFTING STANDARDS FOR ALL SHEETS)	
Existing	Light, Upper And Lower Case Lettering When Labeling Existing Features
PROPOSED	BOLD, UPPER CASE LETTERING WHEN LABELING PROPOSED FEATURES
	Light Lines Represent Existing Features
	DARK LINES REPRESENT PROPOSED FEATURES

Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2513 Fax 908.323.2525

COLLEEN CONNOLLY
NJ PROFESSIONAL ENGINEER # 24GE04133700
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SIGNATURE AND SEAL NOT VALID UNLESS ORIGINAL.

APPLICANT:



CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING
MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE
THAT THEY HAVE THE LATEST REVISION OF THE
CONSTRUCTION DOCUMENTS.

1	DESIGN UPDATE	05/24/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DAT

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 05

[NEAREST TO]
1101 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

COVER PAGE

DRAWING NO.: PAGE NO.:

C1

Packet Pg. 204

GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR SAFETY DURING CONSTRUCTION. SCHERER DESIGN GROUP HAS NO RESPONSIBILITY FOR OR CONTROL OVER SAFETY AT ANY TIME.
2. THE NOTES CONTAINED HEREIN ARE NOT PROJECT SPECIFIC. THE CONTRACTOR SHALL UTILIZE ALL THE NOTES WHICH PERTAIN TO THE WORK DEPICTED IN THIS DOCUMENT.
3. THE CONTRACTORS SHALL CONTACT SDG TO VERIFY THAT THEY HAVE BEEN ISSUED THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS PRIOR TO THE START OF CONSTRUCTION.
4. ALL DIMENSIONS AND INFORMATION SHOWN IN THE DRAWINGS ARE APPROXIMATE, DERIVED FROM LIMITED FIELD OBSERVATIONS, MADE FOR THIS PROJECT BY THE CONTRACTOR. DETAILED INFORMATION WAS COLLECTED FOR SPECIFIC WORK AREAS, WHERE NOTED. THIS INFORMATION IS TO BE USED FOR THE WORK SHOWN ON THESE PLANS ONLY.
5. UNLESS SPECIFICALLY REQUESTED BY THE CLIENT OR REQUIRED TO PROCEED WITH THE CREATION OF THE CONSTRUCTION DOCUMENTS, STRUCTURAL PROBES HAVE NOT BEEN PERFORMED. UTILITY POLE AND ASSOCIATED HARDWARE CONFIGURATION AND CONDITION NOT OTHERWISE VISIBLE BENEATH SURFACE FINISHES, MAY VARY AND SHALL BE CONFIRMED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES, WHETHER IN CONFIGURATION OR CONDITION SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP.
6. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & FIELD CONDITIONS PRIOR TO THE START OF CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP. THE CONSEQUENCES OF PROCEEDING WITH CONSTRUCTION AFTER DISCOVERING A FIELD CONDITION DISCREPANCY AND WITHOUT THE APPROVAL OR RECOMMENDATIONS OF SCHERER DESIGN GROUP, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
8. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PERMITS AND INSPECTIONS TO COMPLETE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL INSPECTIONS REQUIRED BY THE AUTHORITY HAVING JURISDICTION, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL, PLUMBING, FIRE PROTECTION AND STRUCTURAL.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY SCHERER DESIGN GROUP OF CONSTRUCTION STAGES WHICH REQUIRE SPECIAL OR CONTROLLED INSPECTIONS WITH A MINIMUM OF 48 HOURS (BUSINESS DAYS) NOTICE. THESE INSPECTIONS INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE REINFORCEMENT, CONCRETE POURING, STRUCTURAL STEEL ERECTION/BOLTING, WELDING AND THE INSTALLATION OF EPOXY ANCHORS. FAILURE TO COORDINATE THESE INSPECTIONS WITH SCHERER DESIGN GROUP MAY PROHIBIT SIGNOFF WITH THE AUTHORITY HAVING JURISDICTION.
10. SCHERER DESIGN GROUP HAS NOT PERFORMED AN INSPECTION FOR HAZARDOUS MATERIALS. THESE DRAWINGS ARE NOT MEANT TO DEPICT OR IMPLY THE PRESENCE OR ABSENCE OF SUCH MATERIALS WITHIN THE PROPOSED WORK AREAS.
11. TRUE NORTH SHALL BE DETERMINED BY CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR PROPER AZIMUTH ALIGNMENT.
12. THE CONTRACTOR SHALL CONTACT THE TELECOMMUNICATIONS CARRIER TO ACQUIRE THE LATEST RF DATA SHEET PRIOR TO THE START OF CONSTRUCTION. RF INFORMATION ISSUED BY THE TELECOMMUNICATIONS CARRIER SUPERSEDES INFORMATION CONTAINED HEREIN. CONTACT SCHERER DESIGN GROUP IMMEDIATELY IF DESIGN CHANGED ARE REQUIRED.
13. ROUTING IS DIAGRAMMATIC AND CONTRACTOR IS TO UTILIZE BEST POSSIBLE ROUTING TO EXPEDITE CONSTRUCTION PROCESS, CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING FIELD CHANGES WITH THE AHJ AND JCP&L.
14. ALL DISTURBED AREAS SHALL BE RESTORED TO THEIR PREVIOUS CONDITION UPON COMPLETION OF EACH PHASE OF WORK.
15. CONTRACTOR SHALL KEEP SITE CLEAN AND ORDERLY AT ALL TIMES.
16. GROUNDING INSTALLATION TO BE COMPLETED IN ONE SHIFT. CONTRACTOR IS RESPONSIBLE FOR PEDESTRIAN PROTECTION AROUND TRENCH.
17. CONTRACTOR SHALL COORDINATE WITH THE AUTHORITY HAVING JURISDICTION OF THE ADJACENT ROADWAY TO DETERMINE IF PERMITS ARE REQUIRED TO WORK IN THE RIGHT OF WAY AND IF TRAFFIC CONTROL IS REQUIRED. CONTRACTOR SHALL OBTAIN AND COMPLY WITH ANY REQUIRED PERMITS.

MATERIAL NOTES:

1. ALL EQUIPMENT, CONDUCTORS, AND DEVICES SHALL COMPLY WITH NESC (LATEST EDITION) REQUIREMENTS, FCC APPROVALS, AND LOCAL UTILITY SPECIFICATIONS.
2. ALL EQUIPMENT, RACEWAY, CABLES, AND CONDUCTORS SHALL BE PROPERLY ATTACHED TO THE UTILITY POLE OR LIGHTING FIXTURE PER NESC REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS
3. ALL GROUNDS SHALL BE IN ACCORDANCE WITH NESC REQUIREMENTS AND JCP&L SPECIFICATIONS. GROUND CONDUCTORS SHALL NOT BE SMALLER THAN #6 AWG COPPER, UNLESS OTHERWISE SPECIFIED
4. BOLT HOLES SHALL BE PUNCHED OR DRILLED. FLAME CUT HOLES ARE NOT ACCEPTABLE.
5. INSTALL ALL EQUIPMENT AND DEVICES PLUMB AND LEVEL, ACCURATELY FITTED, AND FREE FROM DISTORTIONS AND/OR DEFECTS NOT TO CAUSE ANY INCREASED HAZARD TO THE GENERAL PUBLIC OR TO TRAFFIC FLOW
6. NOTIFY JCP&L PRIOR TO FIELD CUTTING OR MODIFYING APPROVED EQUIPMENT.
7. ALL BOLTS, ANCHORS, AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 - ZINC COATING (HOT-DIP) OR IRON AND STEEL HARDWARE.
8. ALL ELECTRICAL EQUIPMENT SHALL BE HOUSED IN NEMA 3R ENCLOSURES.

CONCRETE AND REINFORCING STEEL NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE PROJECT SPECIFICATIONS.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE
3. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60. DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS.

CONCRETE CAST AGAINST EARTH.....	3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER	
#6 AND LARGER.....	2 IN.
#5 AND SMALLER & WWF.....	1 1/2IN.
CONCRETE NOT EXPOSED TO EARTH OR WEATHER	
OR NOT CAST AGAINST THE GROUND.	
SLAB AND WALL.....	3/4 IN.
BEAMS AND COLUMNS.....	1 1/2 IN.
5. A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
6. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S WRITTEN RECOMMEND PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE. EXPANSION BOLTS SHALL BE PROVIDED BY RAMSET/REDHEAD OR APPROVED EQUAL.

OPERATIONAL SAFETY PROCEDURES

1. INTERFERENCE WITH ANY JCP&L COMMUNICATION OR DISTRIBUTION AUTOMATION RADIO SYSTEM WILL NOT BE PERMITTED. THE RADIO SYSTEM IS THE PRIMARY COMMUNICATION FOR EMPLOYEES OF JCP&L AND IS ESSENTIAL FOR RESPONSE TO EMERGENCIES. THIS NON-INTERFERENCE CLAUSE SHALL APPLY EVEN IF THE JCP&L RADIO EQUIPPED VEHICLE OR HANDHELD UNIT IS TEMPORARILY LOCATED NEAR THE ANTENNA SYSTEM WHILE PERFORMING WORK.
2. THE LICENSEE IS RESPONSIBLE FOR PLACING A SIGN ON THE POWER SUPPLY INDICATING A 24 HOUR CONTACT TELEPHONE NUMBER IN CASE OF EMERGENCY. THE PHONE NUMBER MUST BE VISIBLE FROM THE GROUND AND THE SIGN MUST BE MADE FROM A NON-METALLIC, EASILY READABLE, ULTRA VIOLET (UV) RESISTANT MATERIAL.
3. A NOTICE SIGN IS TO BE PLACED ON THE POWER SUPPLY BY THE LICENSEE REGARDING RF EMISSIONS IN ACCORDANCE WITH IEEE C95.2-2005, VIZ: 29 C.F.R.OSHA § 1910.268(p)(2), AND CONSISTENT WITH THE REQUIREMENTS OUTLINED IN THE RF STUDY INCLUDED WITH THIS SUBMITTAL.
4. THE LICENSEE'S POWER SUPPLY MUST BE EQUIPPED WITH AN EXTERNAL, PADLOCK-ABLE, AC/BATTERY COMBO, DISCONNECT SWITCH BETWEEN THE POWER SOURCE AND THE TRANSCIVER. THE LICENSEE'S PADLOCK-ABLE, AC/BATTERY, DISCONNECT SWITCH MUST CUTOFF AC POWER TO THE TRANSCIVER AND BACKUP BATTERY POWER (IF APPLICABLE). THE POWER SUPPLY/TRANSCIVER CABINET WILL BE EQUIPPED WITH AN EXTERNAL INDICATOR LIGHT AND A PROVISIONAL TEST POINT THAT WILL VERIFY THE ANTENNA SYSTEM HAS BEEN RENDERED INOPERABLE. ALL ASPECTS OF THE TOTAL INSTALLATION SHALL BE IN ADHERENCE TO CURRENT EDITIONS OF BOTH THE NESCS AND THE NEC.



APPLICANT:



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1	DESIGN UPDATE	05/24/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DAT

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 05

[NEAREST TO]
1101 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED

DATE: 02/19/21

DRAWING TITLE:

GENERAL NOTES

DRAWING NO.:

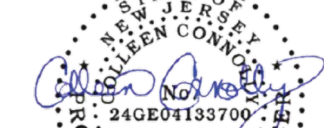
PAGE NO.:

GN1

Packet Pg. 205



Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2513 Fax 908.323.2525



COLLEEN CONNOLLY
NJ PROFESSIONAL ENGINEER #24GE04133700
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UNLESS ACTING UNDER THE DIRECTION OF A LICENSED
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SIGNATURE AND SEAL NOT VALID UNLESS ORIGINAL.

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1	DESIGN UPDATE	05/24/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DAT

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 05

[NEAREST TO]
1101 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

SITE PLAN
AND ELEVATION

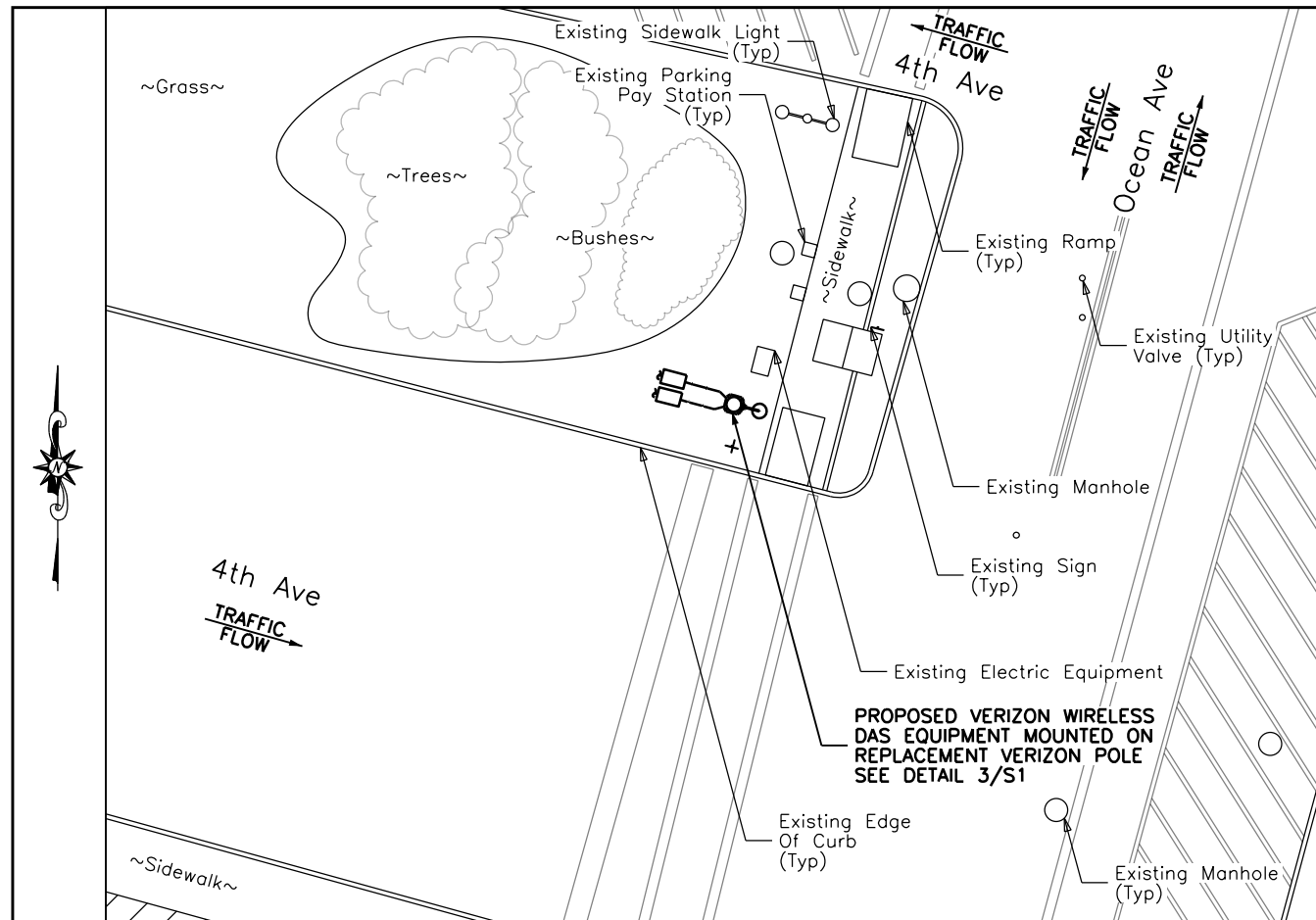
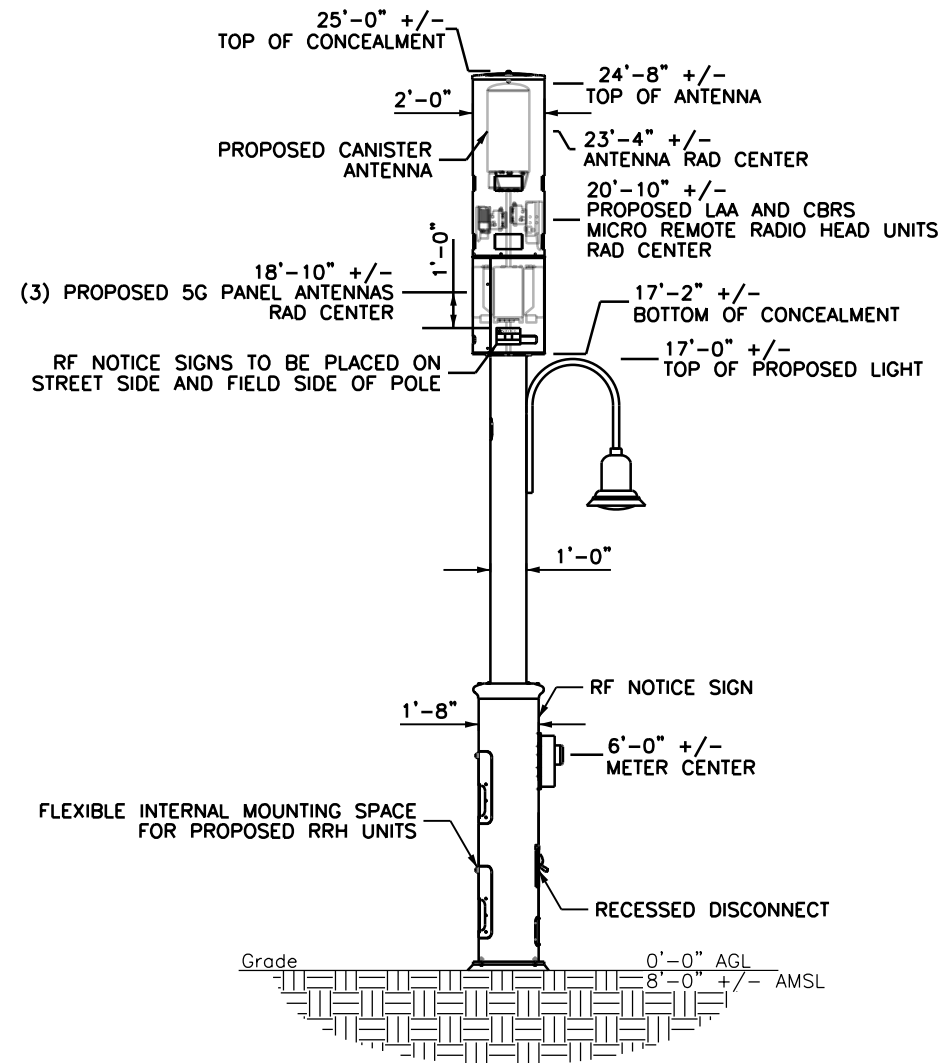
DRAWING NO.: PAGE NO.:

S1

Packet Pg. 206

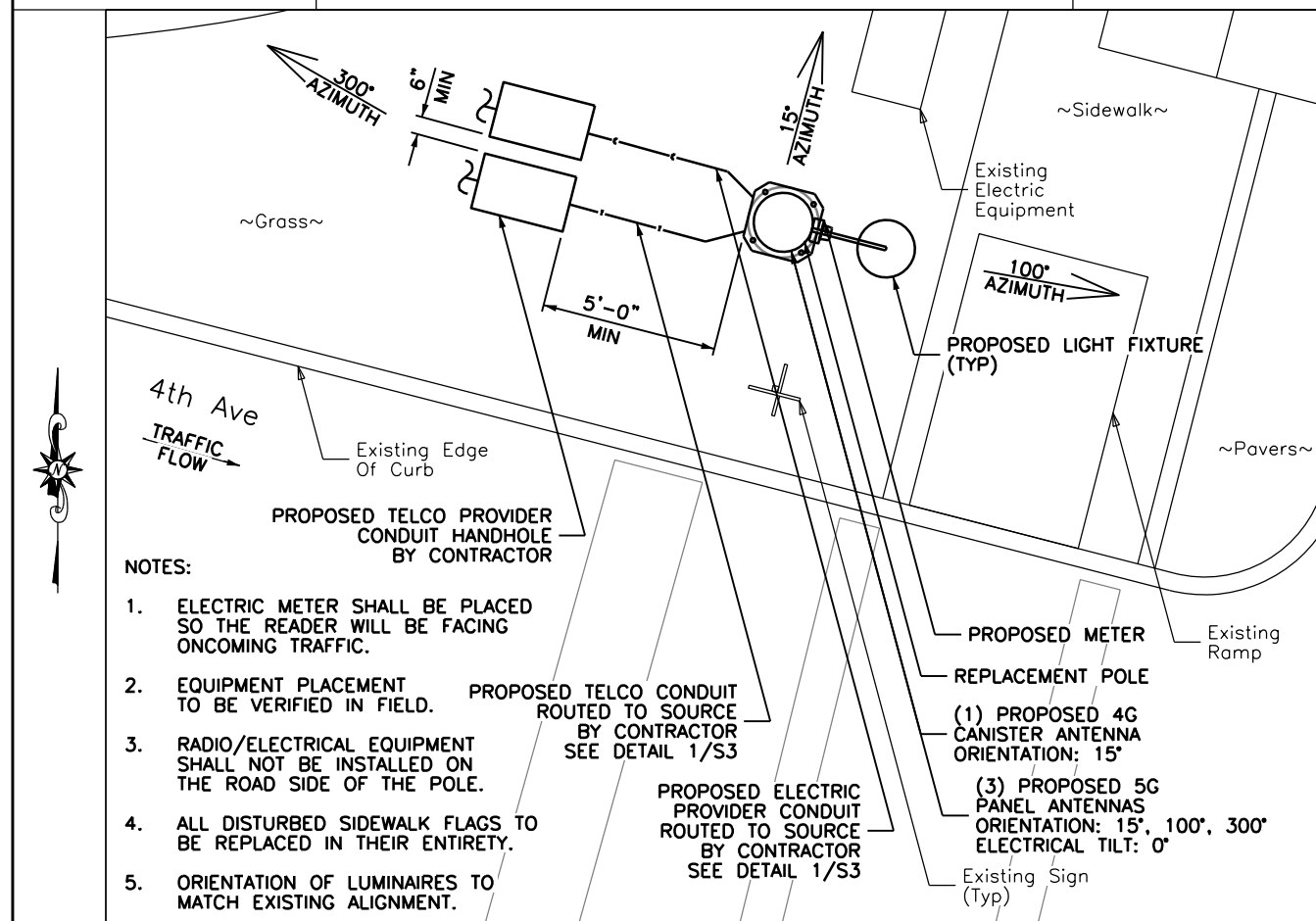
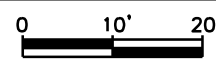
NOTES:

- EXISTING 14'-0" +/- POLE BE REPLACED WITH 25'-0" +/- POLE.
- PROPOSED POLE TO BE A CONCEALFAB HIGH CAPACITY POLE. FINAL DESIGN INCLUDING FOUNDATION TO BE DESIGNED BY OTHERS AND APPROVED BY SDG.



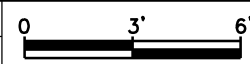
1 OVERALL SITE PLAN

11x17 SCALE: 3/64" = 1'-0" 22x34 SCALE: 3/32" = 1'-0"



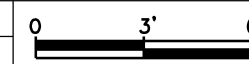
2 SITE PLAN

11x17 SCALE: 3/16" = 1'-0" 22x34 SCALE: 3/8" = 1'-0"



3 POLE ELEVATION

11x17 SCALE: 3/16" = 1'-0" 22x34 SCALE: 3/8" = 1'-0"





Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2513 Fax 908.323.2525

COLLEEN CONNOLLY
NJ PROFESSIONAL ENGINEER # 24GE04133700
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APPLICANT:



CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE THAT THEY HAVE THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS.

1	DESIGN UPDATE	05/24/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DAT

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 05

[NEAREST TO]
1101 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 02/19/21

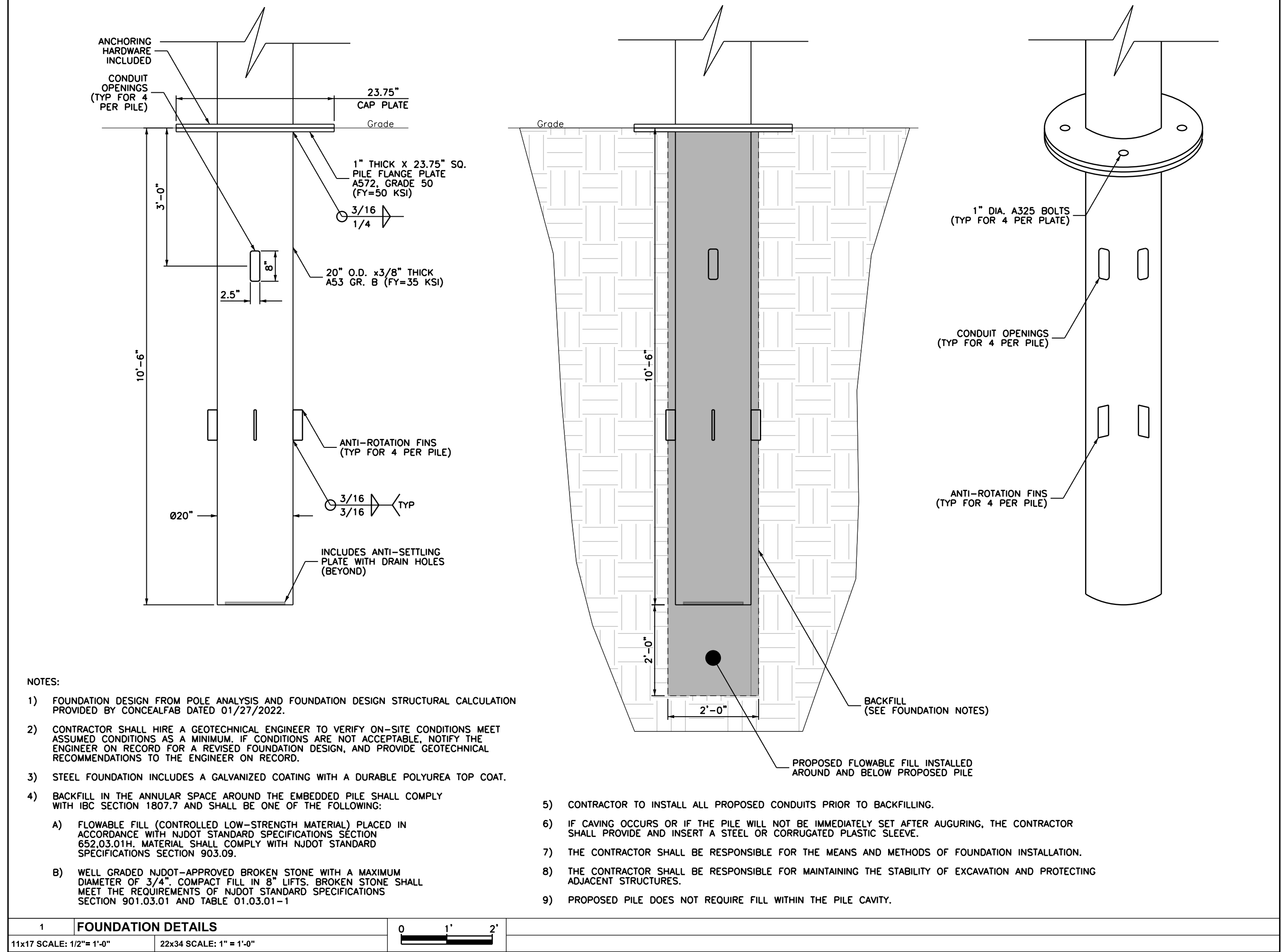
DRAWING TITLE:

FOUNDATION DETAILS

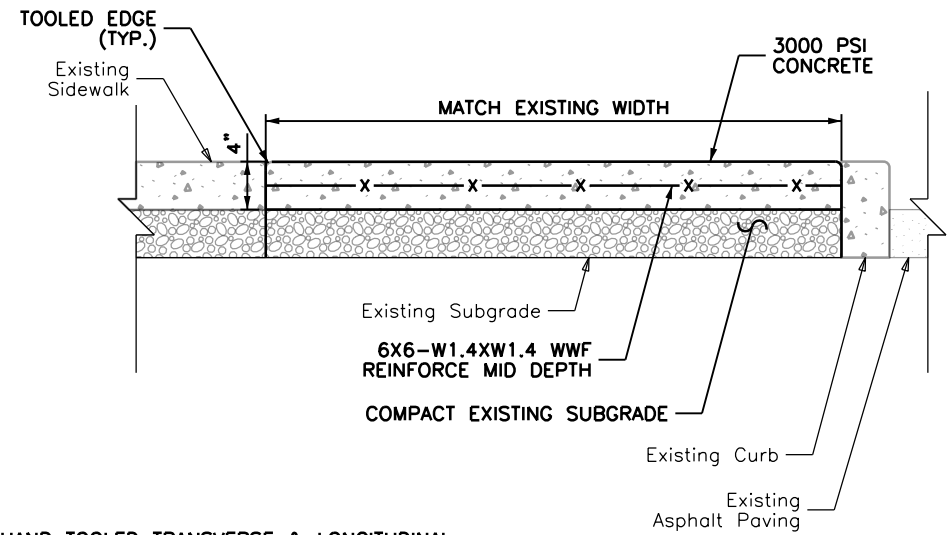
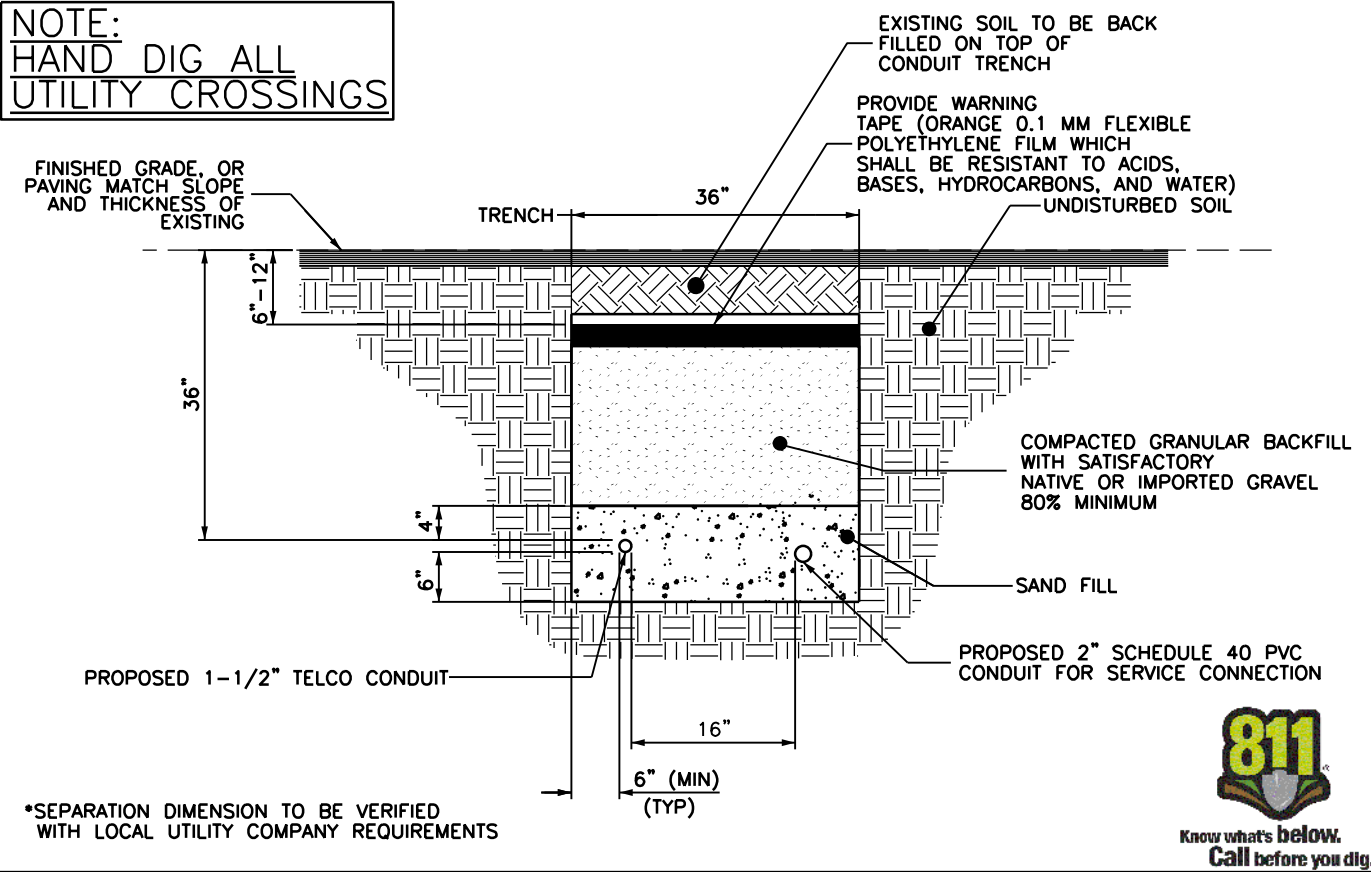
DRAWING NO.: PAGE NO.:

S2

Packet Pg. 207



NOTE:
HAND DIG ALL
UTILITY CROSSINGS



- NOTES:
- 1) PROVIDE HAND TOOLED TRANSVERSE & LONGITUDINAL CONTRACTION JOINTS AT 5'-0" O.C. MAX., 3/8" EXPANSION JOINTS AT 25'-0" O.C. MAX.
 - 2) SIDEWALK RESTORATION SHALL COMPLY WITH THE AMERICAN'S WITH DISABILITY ACT (ADA)
 - 3) ALL DISTURBED SIDEWALK FLAGS SHALL BE REPLACED IN THEIR ENTIRETY

1	TRENCHING DETAIL	2	SIDEWALK DETAIL
11x17 SCALE: NTS	22x34 SCALE: NTS	11x17 SCALE: NTS	22x34 SCALE: NTS

3.D.15.c

SDG

SCHERER DESIGN GROUP, LLC

Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2513 Fax 908.323.2525

NEW JERSEY
STATE ENGINEERING BOARD
JULIEN CONNOLLY
NO. 24GE04133700
NJ PROFESSIONAL ENGINEER LICENSED 04/03/00

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APPLICANT:

verizon

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ASBURY PARK BOARDWALK 05

[NEAREST TO]
1101 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED

DATE: 02/19/21

DRAWING TITLE:

DETAILS

DRAWING NO.:

PAGE NO.:

S3

Packet Pg. 208

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned

NEW JERSEY
COLLEEN CONNOLLY
No. 24GE04133700
PR

APPLICANT: _____

verizon

Understanding v

1	DESIGN UPDATE	05/24/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DAT

CONSTRUCTION DOCUMENT

[NEAREST TO]
101 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SCALE: AS NOTED	DATE: 02/19/21
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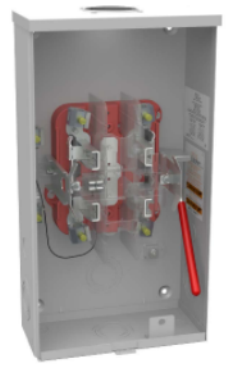
ONE LINE DIAGRAMS

Packet Pg. 210

-
- The diagram illustrates a proposed fiber optic network topology. At the center is a circular node labeled "FOSC".
- Top Connections:**
 - A line connects the FOSC to a rectangular box labeled "LAA MICRO RRH". The label "1 PROPOSED FIBER STRAND FROM FOSC TO LAA RADIO" points to this line.
 - A line connects the FOSC to a rectangular box labeled "CBRS MICRO RRH". The label "1 PROPOSED FIBER PAIR FROM FOSC TO CBRS RADIO" points to this line.
 - Left Connection:**
 - A line connects the FOSC to a rectangular box labeled "5G PANEL ANTENNA". The label "PROPOSED FIBER LINE TO PROPOSED FOSC AS PER UTILITY COMPANY SPECIFICATIONS" points to this line.
 - Right Connections:**
 - A line connects the FOSC to a rectangular box labeled "5G PANEL ANTENNA". The label "1 PROPOSED FIBER PAIR FROM FOSC TO PROPOSED PANEL ANTENNAS" points to this line.
 - A line connects the FOSC to a rectangular box labeled "5G PANEL ANTENNA".
 - Bottom Connections:**
 - A line connects the FOSC to a rectangular box labeled "4G RRH". The label "1 PROPOSED FIBER STRAND FROM FOSC TO RADIO" points to this line.
 - A line connects the FOSC to a rectangular box labeled "4G RRH". The label "1 PROPOSED FIBER STRAND FROM FOSC TO RADIO" points to this line.

22x34 SCALE: NTS

METER
MODEL: MILBANK U2272-RL-5T9-BL
DIMENSIONS (HxWxD): 18.5" x 10" x 4.8"



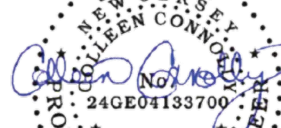
22x34 SCALE: NTS

22x34 SCALE: NTS





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COLLEEN CONNOLLY
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SITE NAME:
ASBURY PARK BOARDWALK 05

[NEAREST TO]
1101 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

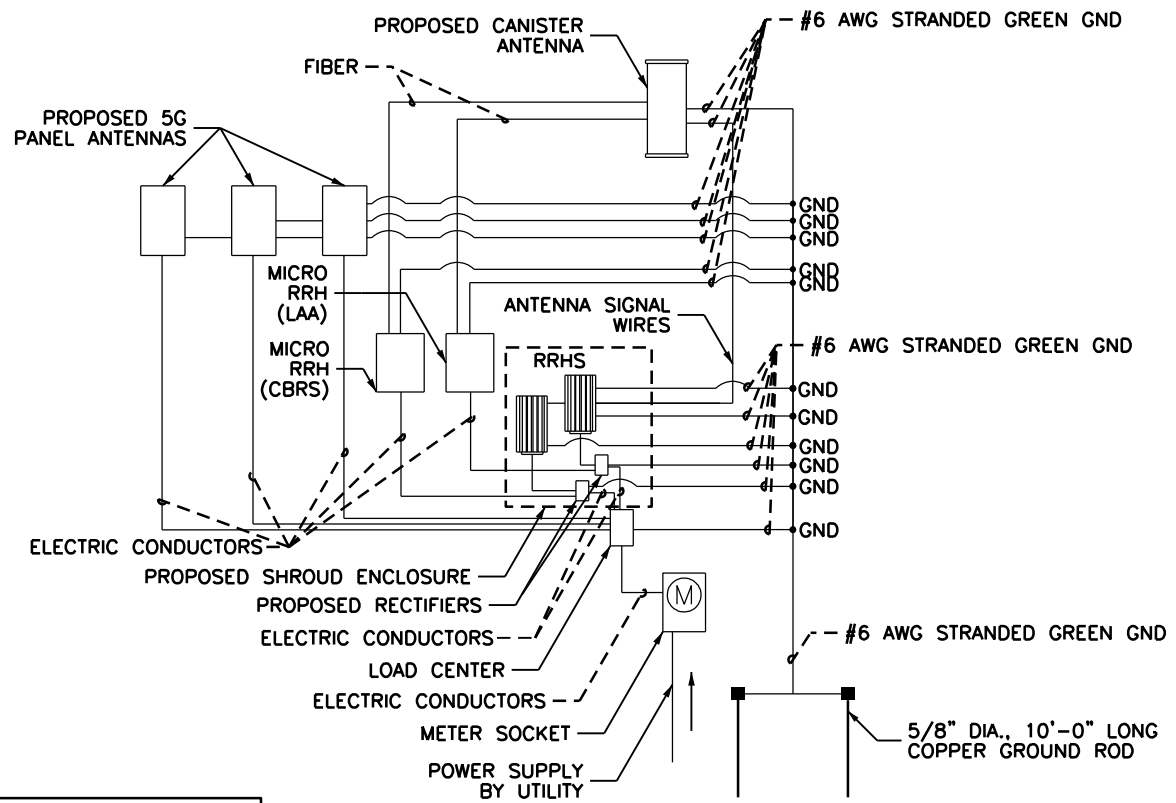
SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

GROUNDING DETAILS

DRAWING NO.: PAGE NO.:

G1



- CADWELD TYPE CONNECTION
- COMPRESSION TYPE CONNECTION

2 GENERAL WIRING DIAGRAM

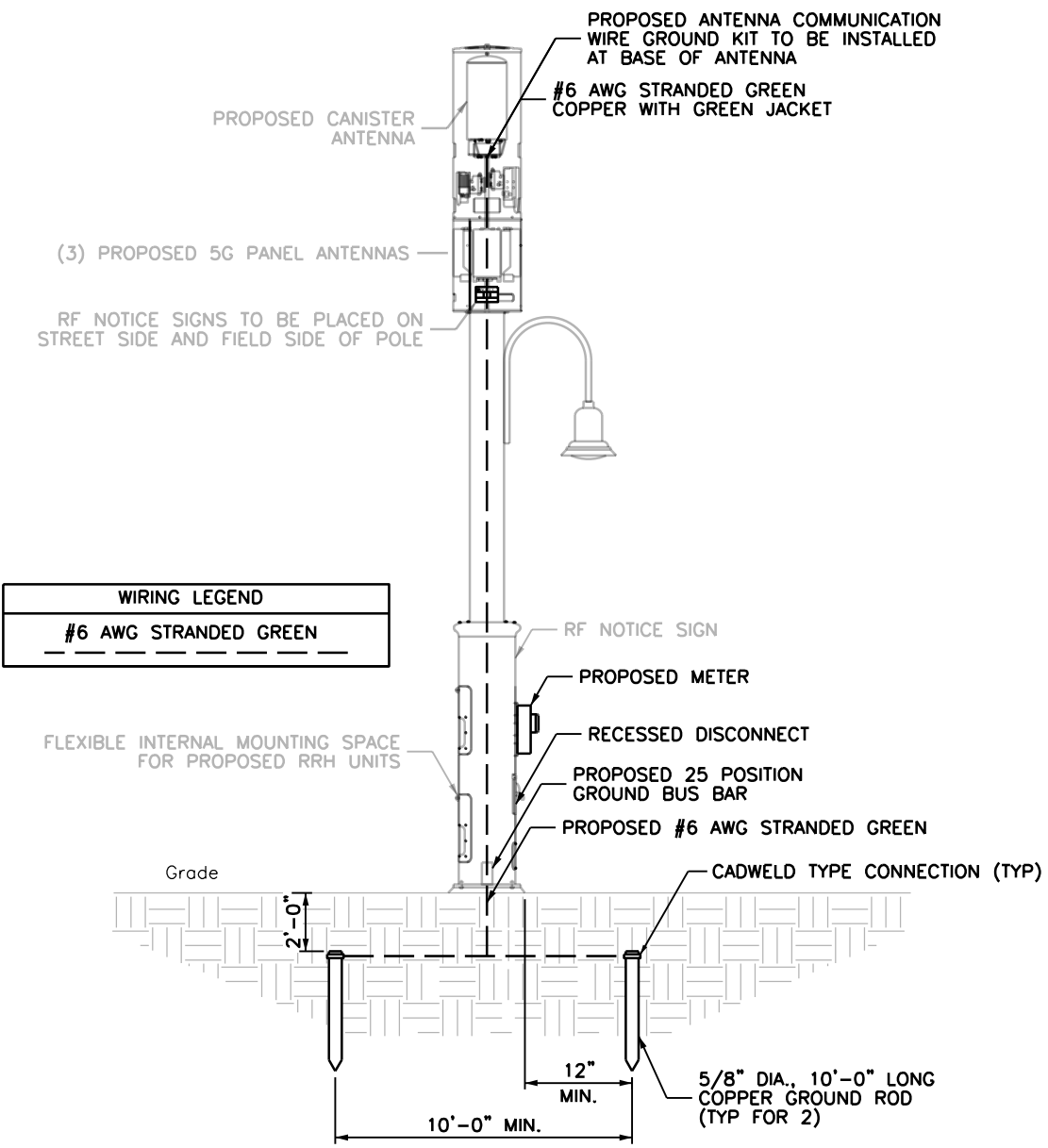
11x17 SCALE: NTS 22x34 SCALE: NTS

GROUNDING NOTES:

- LICENSEE MUST PROVIDE SEPARATE GROUNDING FOR THEIR EQUIPMENT. LICENSEE WILL NOT BE ALLOWED TO ATTACH TO JCPL'S GROUNDING SYSTEM, EXCEPT FOR A REMOVABLE BONDING JUMPER NEAR THE BASE OF THE POLE. THE REMOVABLE BONDING JUMPER SHALL PERMIT TESTING OF EACH GROUND AND WHEN BONDED TOGETHER ASSURES THAT EACH GROUND IS AT THE SAME POTENTIAL POINT.
- GROUND RODS SHALL BE "COPPER WELD" STEEL, MINIMUM 5/8 INCH DIAMETER, AND 10 FOOT LENGTH WITH THE CAPABILITY TO ADD LENGTH IN ORDER TO DECREASED GROUND IMPEDANCE WHERE SUCH SOIL CONDITIONS REQUIRE IT.
- THE GROUND CONDUCTOR SHALL BE MEDIUM HARD DRAWN, SOLID, INSULATED NO. 6 AWG COPPER AND SHALL MEET THE REQUIREMENTS OF ASTM B2. THE GROUND CONDUCTOR INSULATION THICKNESS SHALL BE 60 MILS OF UNFILLED, BLACK, CROSS LINKED POLYETHYLENE, TESTED IN ACCORDANCE WITH ICEA S-66-524, SECTION 3.7. THE MANUFACTURER'S NAME AND THE YEAR OF MANUFACTURE SHALL BE IMPRINTED ON THE CONDUCTOR AT INTERVALS OF APPROXIMATELY ONE FOOT. LICENSEE'S GROUND CONDUCTOR SHALL BE CLEARLY IDENTIFIED WITH A BRASS TAG OR OTHER ACCEPTABLE MEANS, ATTACHED TO THE CONDUCTOR AT THE BASE OF THE POLE, INDICATING LICENSEE'S IDENTIFICATION.
- ALL CONNECTORS SHALL BE BRASS OF THE DESIGN THAT PERMITS CIRCUMFERENTIAL CLAMPING ON BOTH WIRE AND ROD.
- THE LICENSEE'S GROUNDING SYSTEM SHALL YIELD A GROUND RESISTANCE OF 25 OHMS OR LESS.
- ALL METALLIC PARTS OF THE INSTALLATION ON THE POLE SHALL BE BONDED TOGETHER AND GROUNDED TO THE LICENSEE'S GROUNDING SYSTEM.
- DISSIMILAR METAL CONNECTIONS MUST BE AVOIDED FOR ALL GROUNDING ATTACHMENTS MADE ALONG THE POLE.
- ALL GROUND WIRES THROUGH THE NEUTRAL ZONE DOWN TO THE BASE OF THE POLE, ON SECONDARY POLES, SHALL BE COVERED WITH NON-METALLIC HEAVY WALL MOLDING TO PROVIDE PHYSICAL PROTECTION AND SECURED WITH STAPLES.

3 GROUNDING NOTES

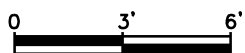
11x17 SCALE: NTS 22x34 SCALE: NTS



WIRING LEGEND
#6 AWG STRANDED GREEN

1 GROUNDING DETAILS

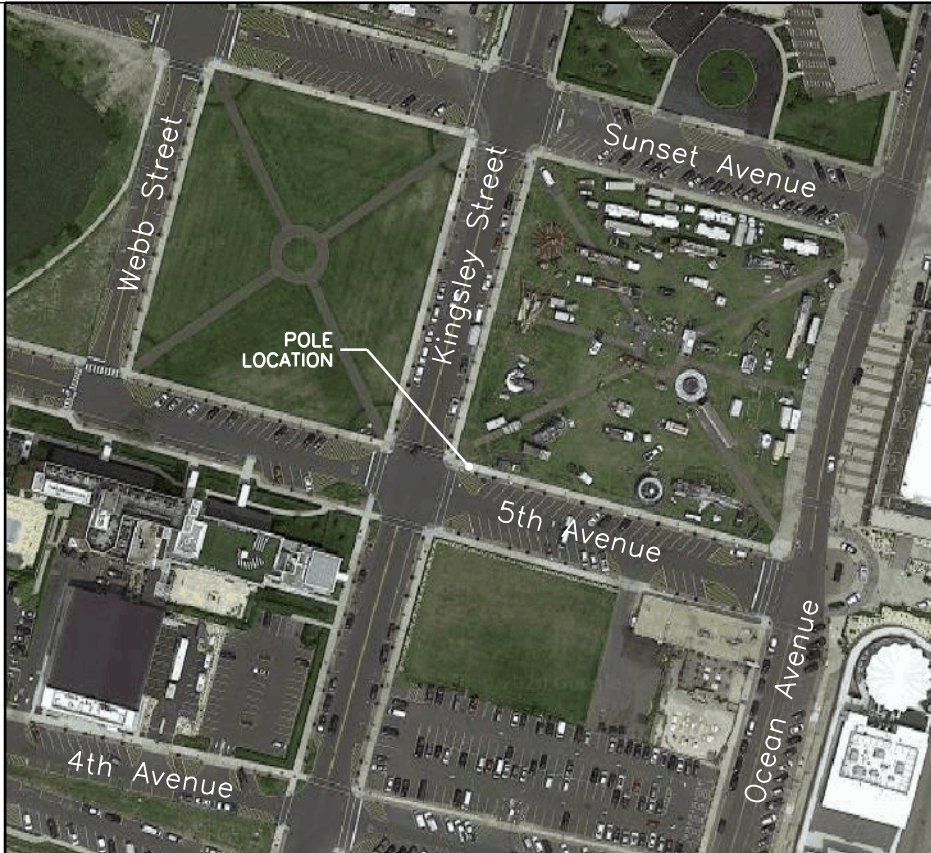
11x17 SCALE: 3/16" = 1'-0" 22x34 SCALE: 3/8" = 1'-0"





SITE NAME:
ASBURY PARK BOARDWALK 06

SITE LOCATION:
[NEAREST TO] 101 5TH AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY



APPLICABLE BUILDING CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
[INTERNATIONAL BUILDING CODE (IBC), 2018 AS ADOPTED BY NEW JERSEY]

ELECTRICAL CODE:
[NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 - 2017, NATIONAL ELECTRICAL CODE, AS ADOPTED BY NEW JERSEY]

LIGHTNING PROTECTION CODE:
[NFPA 780 - 2006, LIGHTNING PROTECTION CODE]

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST APPROVED OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, FIFTEENTH EDITION, AISC 360, SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS

TIA-222-H, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES, TIA 607 COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

AMERICAN WELDING SOCIETY (AWS) D1.1 (2004), STRUCTURAL WELDING CODE - STEEL

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE C2 NATIONAL ELECTRIC SAFETY CODE (NEC) 2012

TELCORDIA GR-1275 GENERAL INSTALLATION REQUIREMENTS

AMERICAN ASSOCIATION OF STATE AND HIGHWAY TRANSPORTATION OFFICIAL (AASHTO) ROADSIDE DESIGN GUIDE, 4TH EDITION AND ROADWAY LIGHTING DESIGN GUIDE.

THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION (DOT) DESIGN MANUAL 2015

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

PROJECT SUMMARY:

SITE NAME: ASBURY PARK BOARDWALK 06

NEAREST TO: 101 5TH AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

APPLICANT/OWNER: VERIZON NEW JERSEY, INC
657 FLORIDA GROVE RD.
HOPE LAWN, NJ 08861

TELCO PROVIDER: VERIZON

ELECTRIC PROVIDER: JCP&L

APPLICANT: SMSA PARTNERSHIP
D/B/A VERIZON WIRELESS
180 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07921

LATITUDE: 40.223771N (NAD83)
LONGITUDE: 74.000551W (NAD83)
ELEVATION: 7' (NAVD 88)

POLE NUMBER: N/A

ROW OWNER:

BLOCK AND LOT: N/A [IN R.O.W.] (NEAREST TO 4103/1)

POLE TYPE: CONCELFAB

ENGINEER: COLLEEN CONNOLLY
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

ENGINEERING CONTACT: ANTHONY REKOSIK
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

APPROVALS

		APPROVED	APPROVED AS NOTED	DISAPPROVED/ REVISE
CONSTRUCTION MANAGER:	DATE	☐	☐	☐
RF ENGINEER:	DATE	☐	☐	☐
PROJECT MANAGER:	DATE	☐	☐	☐
APPLICANT:	DATE	☐	☐	☐
APPLICANT AGENT:	DATE	☐	☐	☐
SITE OWNER/OWNER REP:	DATE	☐	☐	☐

LOCATION MAP
NOT TO SCALE

DWG.	DWG. TITLE
C1	COVER PAGE
GN1	GENERAL NOTES
S1	SITE PLAN AND ELEVATION
S2	STRUCTURAL DETAILS
S3	DETAILS
S4	DETAILS
S5	ONE LINE DIAGRAMS
G1	GROUNDING DETAILS
(TYPICAL DRAFTING STANDARDS FOR ALL SHEETS)	
Existing	Light, Upper And Lower Case Lettering When Labeling Existing Features
PROPOSED	BOLD, UPPER CASE LETTERING WHEN LABELING PROPOSED FEATURES
	Light Lines Represent Existing Features
	DARK LINES REPRESENT PROPOSED FEATURES

SCOPE OF WORK:

- INSTALLATION OF (2) PROPOSED ANTENNAS AND (2) RRH UNITS ON A CONCEALFAB POLE.
- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
- FACILITY HAS NO PLUMBING OR REFRIGERANTS
- THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REGULATORY REQUIREMENTS
- ALL NEW MATERIAL SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR UNLESS NOTED OTHERWISE. CABINETS, ANTENNAS/RRU AND CABLES FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR
- ASSOCIATED AC POWER TELECOMMUNICATION AND RF CABLING

3.D.15.c

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0	ISSUED FOR CONSTRUCTION	02/19/
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CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 06

[NEAREST TO]
101 5TH AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

COVER PAGE

DRAWING NO.: PAGE NO.:

C1

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. SCHERER DESIGN GROUP HAS NO RESPONSIBILITY FOR OR CONTROL OVER SAFETY AT ANY TIME.
2. THE NOTES CONTAINED HEREIN ARE NOT PROJECT SPECIFIC. THE CONTRACTOR SHALL UTILIZE ALL THE NOTES WHICH PERTAIN TO THE WORK DEPICTED IN THIS DOCUMENT.
3. THE CONTRACTORS SHALL CONTACT SDG TO VERIFY THAT THEY HAVE BEEN ISSUED THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS PRIOR TO THE START OF CONSTRUCTION.
4. ALL DIMENSIONS AND INFORMATION SHOWN IN THE DRAWINGS ARE APPROXIMATE, DERIVED FROM LIMITED FIELD OBSERVATIONS, MADE FOR THIS PROJECT BY THE CONTRACTOR. DETAILED INFORMATION WAS COLLECTED FOR SPECIFIC WORK AREAS, WHERE NOTED. THIS INFORMATION IS TO BE USED FOR THE WORK SHOWN ON THESE PLANS ONLY.
5. UNLESS SPECIFICALLY REQUESTED BY THE CLIENT OR REQUIRED TO PROCEED WITH THE CREATION OF THE CONSTRUCTION DOCUMENTS, STRUCTURAL PROBES HAVE NOT BEEN PERFORMED. UTILITY POLE AND ASSOCIATED HARDWARE CONFIGURATION AND CONDITION NOT OTHERWISE VISIBLE BENEATH SURFACE FINISHES, MAY VARY AND SHALL BE CONFIRMED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES, WHETHER IN CONFIGURATION OR CONDITION SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP.
6. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & FIELD CONDITIONS PRIOR TO THE START OF CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP. THE CONSEQUENCES OF PROCEEDING WITH CONSTRUCTION AFTER DISCOVERING A FIELD CONDITION DISCREPANCY AND WITHOUT THE APPROVAL OR RECOMMENDATIONS OF SCHERER DESIGN GROUP, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
8. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PERMITS AND INSPECTIONS TO COMPLETE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL INSPECTIONS REQUIRED BY THE AUTHORITY HAVING JURISDICTION, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL, PLUMBING, FIRE PROTECTION AND STRUCTURAL.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY SCHERER DESIGN GROUP OF CONSTRUCTION STAGES WHICH REQUIRE SPECIAL OR CONTROLLED INSPECTIONS WITH A MINIMUM OF 48 HOURS (BUSINESS DAYS) NOTICE. THESE INSPECTIONS INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE REINFORCEMENT, CONCRETE POURING, STRUCTURAL STEEL ERECTION/BOLTING, WELDING AND THE INSTALLATION OF EPOXY ANCHORS. FAILURE TO COORDINATE THESE INSPECTIONS WITH SCHERER DESIGN GROUP MAY PROHIBIT SIGNOFF WITH THE AUTHORITY HAVING JURISDICTION.
10. SCHERER DESIGN GROUP HAS NOT PERFORMED AN INSPECTION FOR HAZARDOUS MATERIALS. THESE DRAWINGS ARE NOT MEANT TO DEPICT OR IMPLY THE PRESENCE OR ABSENCE OF SUCH MATERIALS WITHIN THE PROPOSED WORK AREAS.
11. TRUE NORTH SHALL BE DETERMINED BY CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR PROPER AZIMUTH ALIGNMENT.
12. THE CONTRACTOR SHALL CONTACT THE TELECOMMUNICATIONS CARRIER TO ACQUIRE THE LATEST RF DATA SHEET PRIOR TO THE START OF CONSTRUCTION. RF INFORMATION ISSUED BY THE TELECOMMUNICATIONS CARRIER SUPERSEDES INFORMATION CONTAINED HEREIN. CONTACT SCHERER DESIGN GROUP IMMEDIATELY IF DESIGN CHANGES ARE REQUIRED.
13. ROUTING IS DIAGRAMMATIC AND CONTRACTOR IS TO UTILIZE BEST POSSIBLE ROUTING TO EXPEDITE CONSTRUCTION PROCESS. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING FIELD CHANGES WITH THE AHJ AND JCP&L.
14. ALL DISTURBED AREAS SHALL BE RESTORED TO THEIR PREVIOUS CONDITION UPON COMPLETION OF EACH PHASE OF WORK.
15. CONTRACTOR SHALL KEEP SITE CLEAN AND ORDERLY AT ALL TIMES.
16. GROUNDING INSTALLATION TO BE COMPLETED IN ONE SHIFT. CONTRACTOR IS RESPONSIBLE FOR PEDESTRIAN PROTECTION AROUND TRENCH.
17. CONTRACTOR SHALL COORDINATE WITH THE AUTHORITY HAVING JURISDICTION OF THE ADJACENT ROADWAY TO DETERMINE IF PERMITS ARE REQUIRED TO WORK IN THE RIGHT OF WAY AND IF TRAFFIC CONTROL IS REQUIRED. CONTRACTOR SHALL OBTAIN AND COMPLY WITH ANY REQUIRED PERMITS.

MATERIAL NOTES:

1. ALL EQUIPMENT, CONDUCTORS, AND DEVICES SHALL COMPLY WITH NESC (LATEST EDITION) REQUIREMENTS, FCC APPROVALS, AND LOCAL UTILITY SPECIFICATIONS.
2. ALL EQUIPMENT, RACEWAY, CABLES, AND CONDUCTORS SHALL BE PROPERLY ATTACHED TO THE UTILITY POLE OR LIGHTING FIXTURE PER NESC REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS
3. ALL GROUNDS SHALL BE IN ACCORDANCE WITH NESC REQUIREMENTS AND JCP&L SPECIFICATIONS. GROUND CONDUCTORS SHALL NOT BE SMALLER THAN #6 AWG COPPER, UNLESS OTHERWISE SPECIFIED
4. BOLT HOLES SHALL BE PUNCHED OR DRILLED. FLAME CUT HOLES ARE NOT ACCEPTABLE.
5. INSTALL ALL EQUIPMENT AND DEVICES PLUMB AND LEVEL, ACCURATELY FITTED, AND FREE FROM DISTORTIONS AND/OR DEFECTS NOT TO CAUSE ANY INCREASED HAZARD TO THE GENERAL PUBLIC OR TO TRAFFIC FLOW
6. NOTIFY JCP&L PRIOR TO FIELD CUTTING OR MODIFYING APPROVED EQUIPMENT.
7. ALL BOLTS, ANCHORS, AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 - ZINC COATING (HOT-DIP) OR IRON AND STEEL HARDWARE.
8. ALL ELECTRICAL EQUIPMENT SHALL BE HOUSED IN NEMA 3R ENCLOSURES.

CONCRETE AND REINFORCING STEEL NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE PROJECT SPECIFICATIONS.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE
3. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60. DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS.

CONCRETE CAST AGAINST EARTH.....	3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER	
#6 AND LARGER.....	2 IN.
#5 AND SMALLER & WWF.....	1 1/2IN.
CONCRETE NOT EXPOSED TO EARTH OR WEATHER	
OR NOT CAST AGAINST THE GROUND.	
SLAB AND WALL.....	3/4 IN.
BEAMS AND COLUMNS.....	1 1/2 IN.
5. A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
6. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S WRITTEN RECOMMEND PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE. EXPANSION BOLTS SHALL BE PROVIDED BY RAMSET/REDHEAD OR APPROVED EQUAL.

OPERATIONAL SAFETY PROCEDURES

1. INTERFERENCE WITH ANY JCP&L COMMUNICATION OR DISTRIBUTION AUTOMATION RADIO SYSTEM WILL NOT BE PERMITTED. THE RADIO SYSTEM IS THE PRIMARY COMMUNICATION FOR EMPLOYEES OF JCP&L AND IS ESSENTIAL FOR RESPONSE TO EMERGENCIES. THIS NON-INTERFERENCE CLAUSE SHALL APPLY EVEN IF THE JCP&L RADIO EQUIPPED VEHICLE OR HANDHELD UNIT IS TEMPORARILY LOCATED NEAR THE ANTENNA SYSTEM WHILE PERFORMING WORK.
2. THE LICENSEE IS RESPONSIBLE FOR PLACING A SIGN ON THE POWER SUPPLY INDICATING A 24 HOUR CONTACT TELEPHONE NUMBER IN CASE OF EMERGENCY. THE PHONE NUMBER MUST BE VISIBLE FROM THE GROUND AND THE SIGN MUST BE MADE FROM A NON-METALLIC, EASILY READABLE, ULTRA VIOLET (UV) RESISTANT MATERIAL.
3. A NOTICE SIGN IS TO BE PLACED ON THE POWER SUPPLY BY THE LICENSEE REGARDING RF EMISSIONS IN ACCORDANCE WITH IEEE C95.2-2005, VIZ: 29 C.F.R.OSHA § 1910.268(p)(2), AND CONSISTENT WITH THE REQUIREMENTS OUTLINED IN THE RF STUDY INCLUDED WITH THIS SUBMITTAL.
4. THE LICENSEE'S POWER SUPPLY MUST BE EQUIPPED WITH AN EXTERNAL, PADLOCK-ABLE, AC/BATTERY COMBO, DISCONNECT SWITCH BETWEEN THE POWER SOURCE AND THE TRANSCIEVER. THE LICENSEE'S PADLOCK-ABLE, AC/BATTERY, DISCONNECT SWITCH MUST CUTOFF AC POWER TO THE TRANSCIEVER AND BACKUP BATTERY POWER (IF APPLICABLE). THE POWER SUPPLY/TRANSCIEVER CABINET WILL BE EQUIPPED WITH AN EXTERNAL INDICATOR LIGHT AND A PROVISIONAL TEST POINT THAT WILL VERIFY THE ANTENNA SYSTEM HAS BEEN RENDERED INOPERABLE. ALL ASPECTS OF THE TOTAL INSTALLATION SHALL BE IN ADHERENCE TO CURRENT EDITIONS OF BOTH THE NESCS AND THE NEC.

3.D.15.c



Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2513 Fax 908.323.2525

NEW JERSEY COLLEEN CONNOLLY
PROFESSIONAL ENGINEER
No. 24GE04133700
NJ PROFESSIONAL ENGINEER # 24GE04133700

IT IS A VIOLATION OF THE LAW FOR ANY PERSON,
UNLESS ACTING UNDER THE DIRECTION OF A LICENSED
ENGINEER, TO ALTER THIS DOCUMENT IN ANY WAY.
SIGNATURE AND SEAL NOT VALID UNLESS ORIGINAL

APPLICANT:



CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE THAT THEY HAVE THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS.

1	DESIGN UPDATE	05/24
0	ISSUED FOR CONSTRUCTION	02/15
NO.	ISSUE OR REVISION	DATE

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 06

[NEAREST TO]
101 5TH AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED

DATE: 02/19/21

DRAWING TITLE:

GENERAL NOTES

DRAWING NO.:

PAGE NO.:

GN1

Packet Pg. 213



Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2513 Fax 908.323.2525



NJ PROFESSIONAL ENGINEER - CIVIL
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APPLICANT:



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1	DESIGN UPDATE	05/24/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DAT

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 06

[NEAREST TO]
101 5TH AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

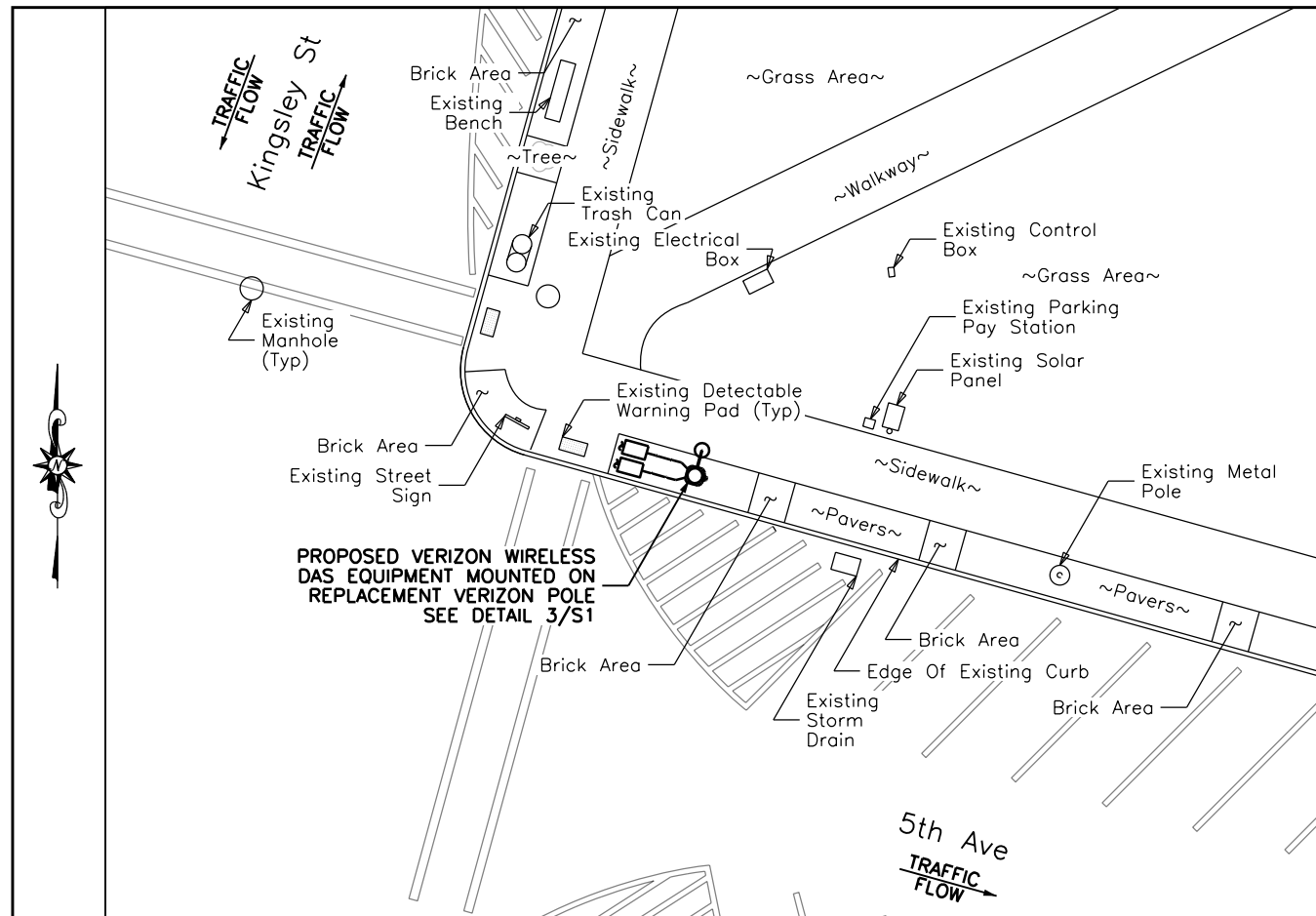
SITE PLAN
AND ELEVATION

DRAWING NO.: PAGE NO.:

S1

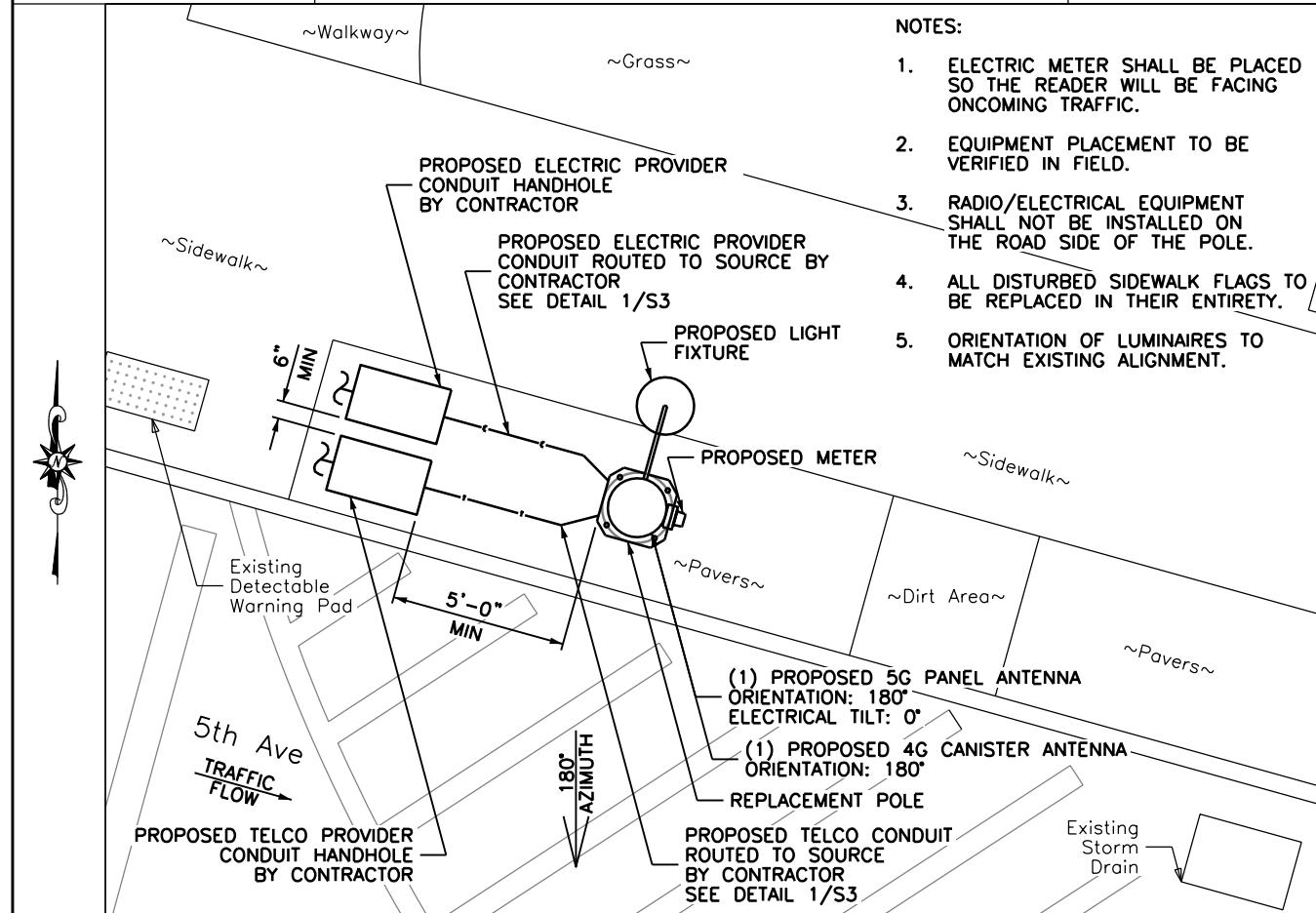
NOTES:

- EXISTING 14'-1" +/- POLE TO BE REPLACED WITH 25'-0" +/- POLE.
- PROPOSED POLE TO BE A CONCEALFAB HIGH CAPACITY POLE. FINAL DESIGN INCLUDING FOUNDATION TO BE DESIGNED BY OTHERS AND APPROVED BY SDG.



1 OVERALL SITE PLAN

11x17 SCALE: 3/64" = 1'-0" 22x34 SCALE: 3/32" = 1'-0"

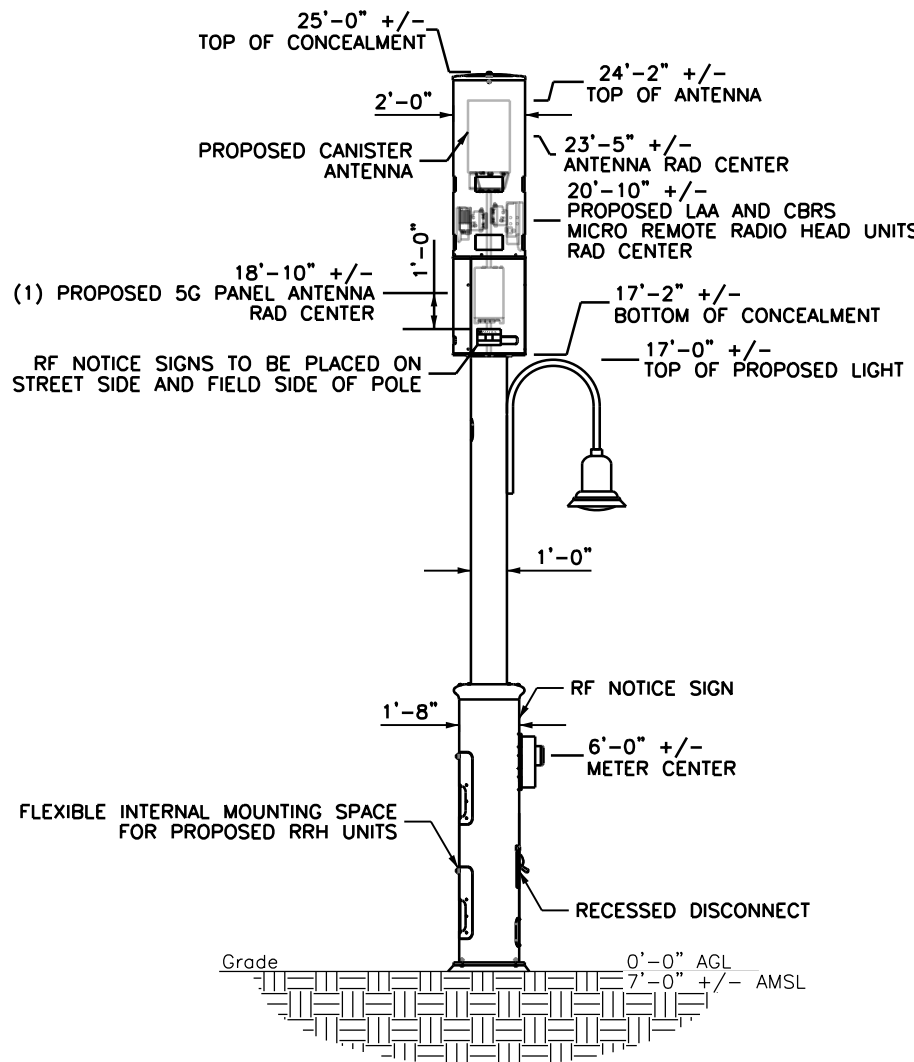


NOTES:

- ELECTRIC METER SHALL BE PLACED SO THE READER WILL BE FACING ONCOMING TRAFFIC.
- EQUIPMENT PLACEMENT TO BE VERIFIED IN FIELD.
- RADIO/ELECTRICAL EQUIPMENT SHALL NOT BE INSTALLED ON THE ROAD SIDE OF THE POLE.
- ALL DISTURBED SIDEWALK FLAGS TO BE REPLACED IN THEIR ENTIRETY.
- ORIENTATION OF LUMINAIRES TO MATCH EXISTING ALIGNMENT.

2 SITE PLAN

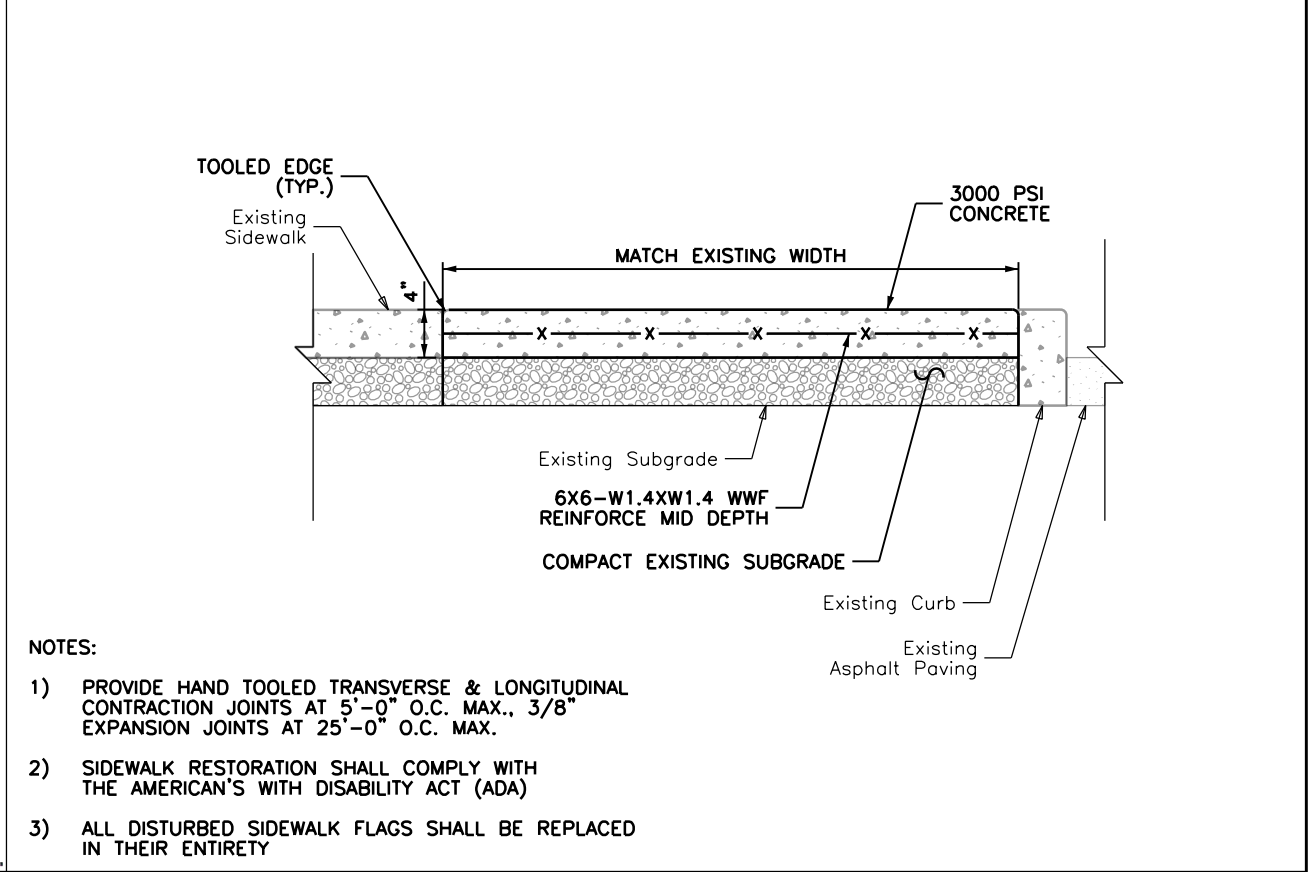
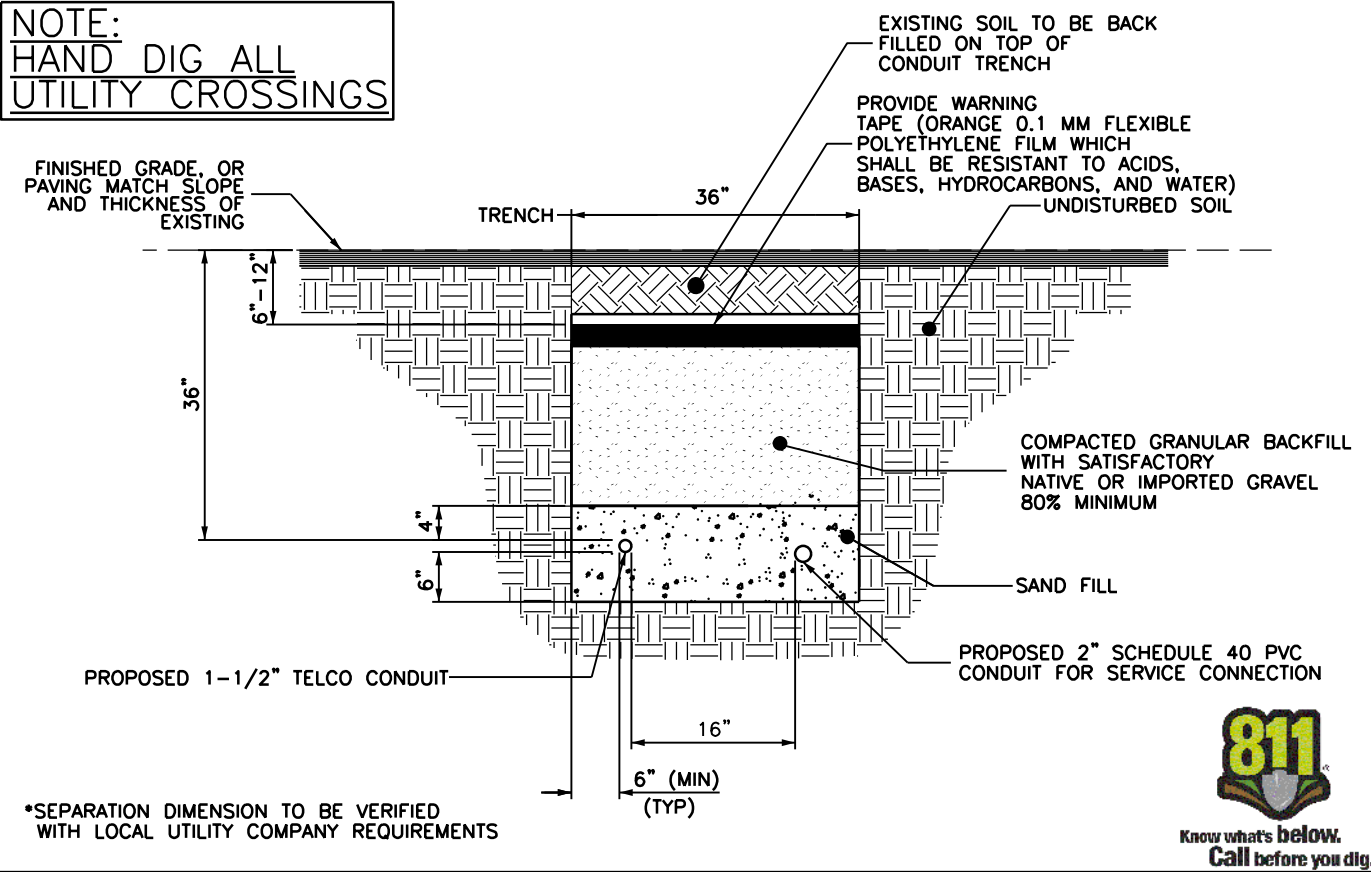
11x17 SCALE: 3/16" = 1'-0" 22x34 SCALE: 3/8" = 1'-0"



3 POLE ELEVATION

11x17 SCALE: 3/16" = 1'-0" 22x34 SCALE: 3/8" = 1'-0"

NOTE:
HAND DIG ALL
UTILITY CROSSINGS



1	TRENCHING DETAIL	2	SIDEWALK DETAIL
11x17 SCALE: NTS	22x34 SCALE: NTS	11x17 SCALE: NTS	22x34 SCALE: NTS

3.D.15.c

SDG

SCHERER DESIGN GROUP, LLC

Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2513 Fax 908.323.2525

COLLEEN CONNOLLY
NJ PROFESSIONAL ENGINEER #24GE04133700

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APPLICANT:

verizon

CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE THAT THEY HAVE THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS.

1	DESIGN UPDATE	05/24/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DAT

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 06

[NEAREST TO]
101 5TH AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED

DATE: 02/19/21

DRAWING TITLE:

DETAILS

DRAWING NO.:

PAGE NO.:

S3

Packet Pg. 216

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned

NEW JERSEY
JOELLEN CONNOR
No. 24GE04133700
PRO. SER.

APPLICANT:

verizon Unders

1	DESIGN UPDATE	05/24/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DAT

PROJECT TITLE:

CONSTRUCTION DOCUMENT

[NEAREST TO]
101 5TH AVENUE
ASBURY PARK, NJ
ONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED | DATE: 02/19/21

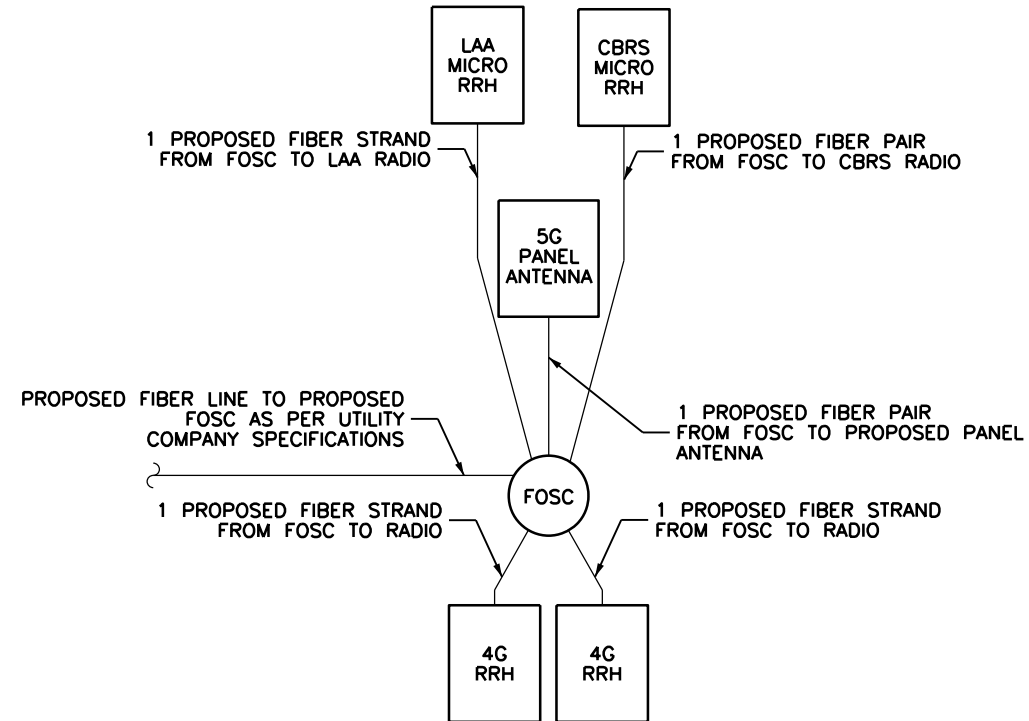
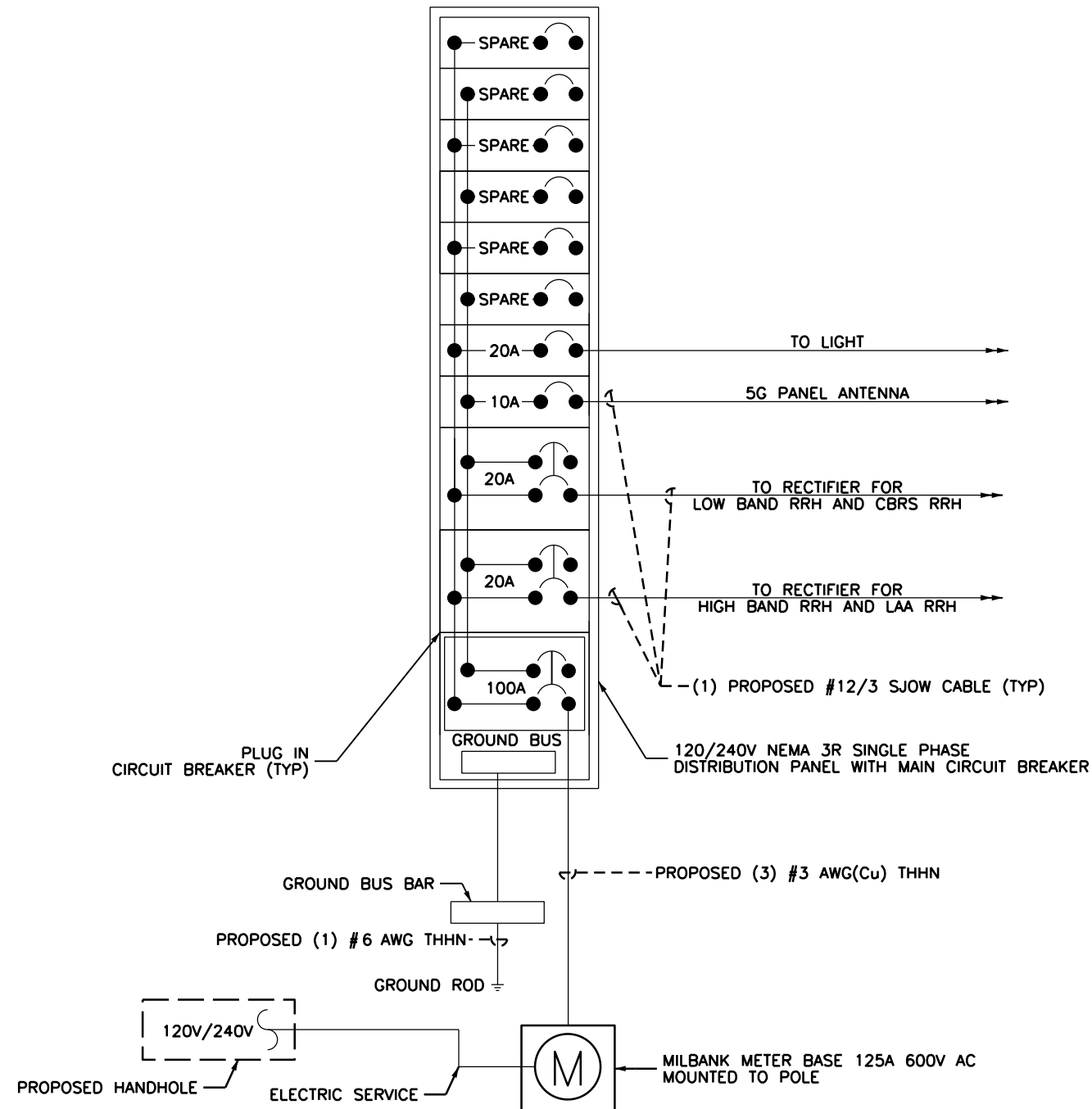
DRAWING TITLE:

ONE LINE DIAGRAMS

DRAWING NO.:	PAGE NO.:
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S5 Packet Pg. 218

- NOTES:
- 1) METER PAN, SERVICE DISCONNECT, AND LOAD CENTER SHALL BE LABELED WITH FAULT CURRENT WARNING AS PER NEC 2017.
 - 2) SUPPORTING FAULT CURRENT CALCULATIONS MUST BE PERFORMED IN ACCORDANCE WITH NEC 110.24(A).
 - 3) AISC RATING OF SERVICE DISCONNECT, LOAD CENTER, AND ALL CIRCUIT BREAKERS MUST COMPLY WITH FAULT CURRENT CALCULATIONS.
 - 4) CONTRACTORS PERFORMANCE, WORKMANSHIP, AND MATERIALS SHALL COMPLY WITH LOCAL DEPARTMENTS AFFECTED BY CONNECTION OF SERVICES, OBTAIN AND PAY FOR ALL PERMITS. CONTRACTOR SHALL COMPLY WITH RULES AND REGULATIONS OF PUBLIC UTILITIES AND MUNICIPAL CONSTRUCTION CODES, NATIONAL ELECTRIC CODE AND/ OR ALL OTHER APPLICABLE CODES AND ORDINANCES.
 - 5) ALL ELECTRICAL WORK TO BE PERFORMED BY A LICENSED ELECTRICIAN.



2	FIBER ONE LINE DIAGRAM
---	------------------------

11x17 SCALE: NTS

22x34 SCALE: NTS

RAYCAP
MODEL: RSx-EML-Z12MS-21NN
TYPE-3R LOAD CENTER
(OR APPROVED EQUAL)
DIMENSIONS (HxWxD): 14.87" x 9.10" x 6.05"
WEIGHT: 20.0 lbs
QUANTITY: 1
MAIN BREAKER SHORT
CIRCUIT RATING: 10kAIC

METER
MODEL: MILBANK U2272-RL-5T9-BL
DIMENSIONS (HxWxD): 18.5" X 10" X 4.8"



NOTE:
120VAC LED
INDICATOR LIGHT TO
SHOW ON/OFF STATUS
OF DISCONNECT SWITCH.

3	LOAD CENTER
---	-------------

11x17 SCALE: NTS

22x34 SCALE: NTS

METER SPECIFICATION

11x17 SCALE: NTS

22x34 SCALE: NTS



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COLLEEN CONNOLLY
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APPLICANT:



CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE THAT THEY HAVE THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS.

1	DESIGN UPDATE	05/24/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DAT

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 06

[NEAREST TO]
101 5TH AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

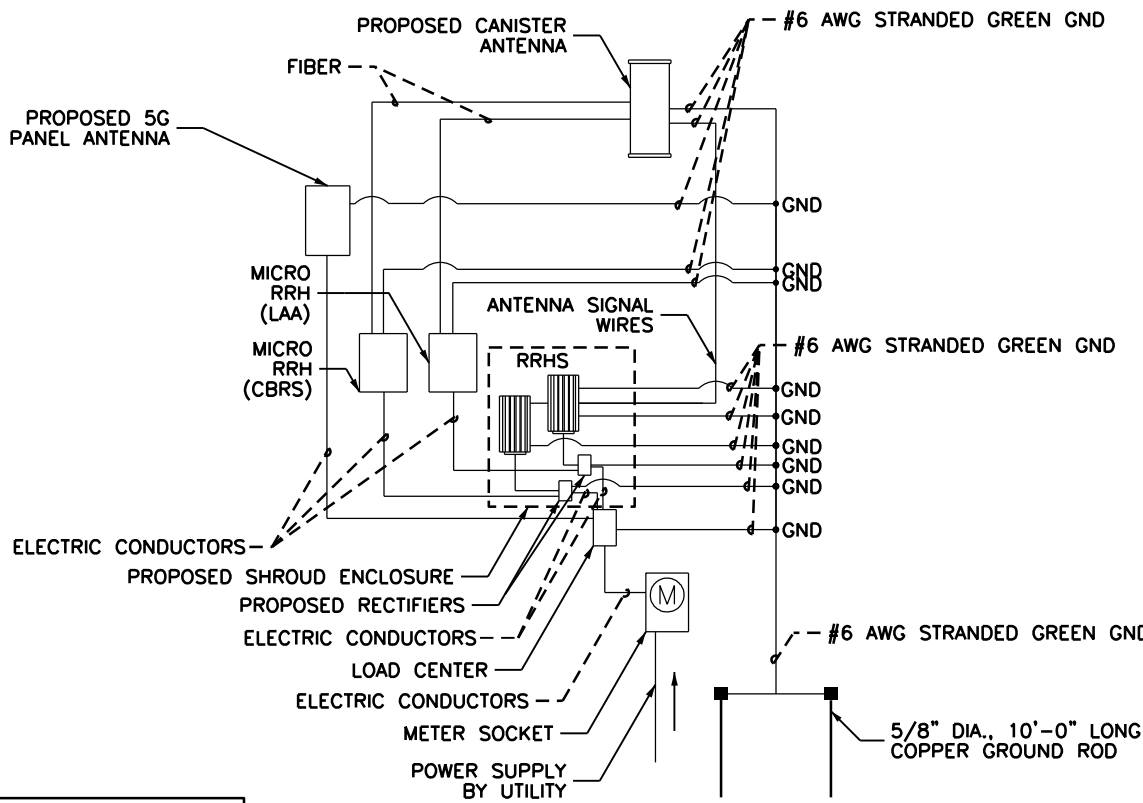
SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

GROUNDING DETAILS

DRAWING NO.: PAGE NO.:

G1



- CADWELD TYPE CONNECTION
- COMPRESSION TYPE CONNECTION

2 GENERAL WIRING DIAGRAM

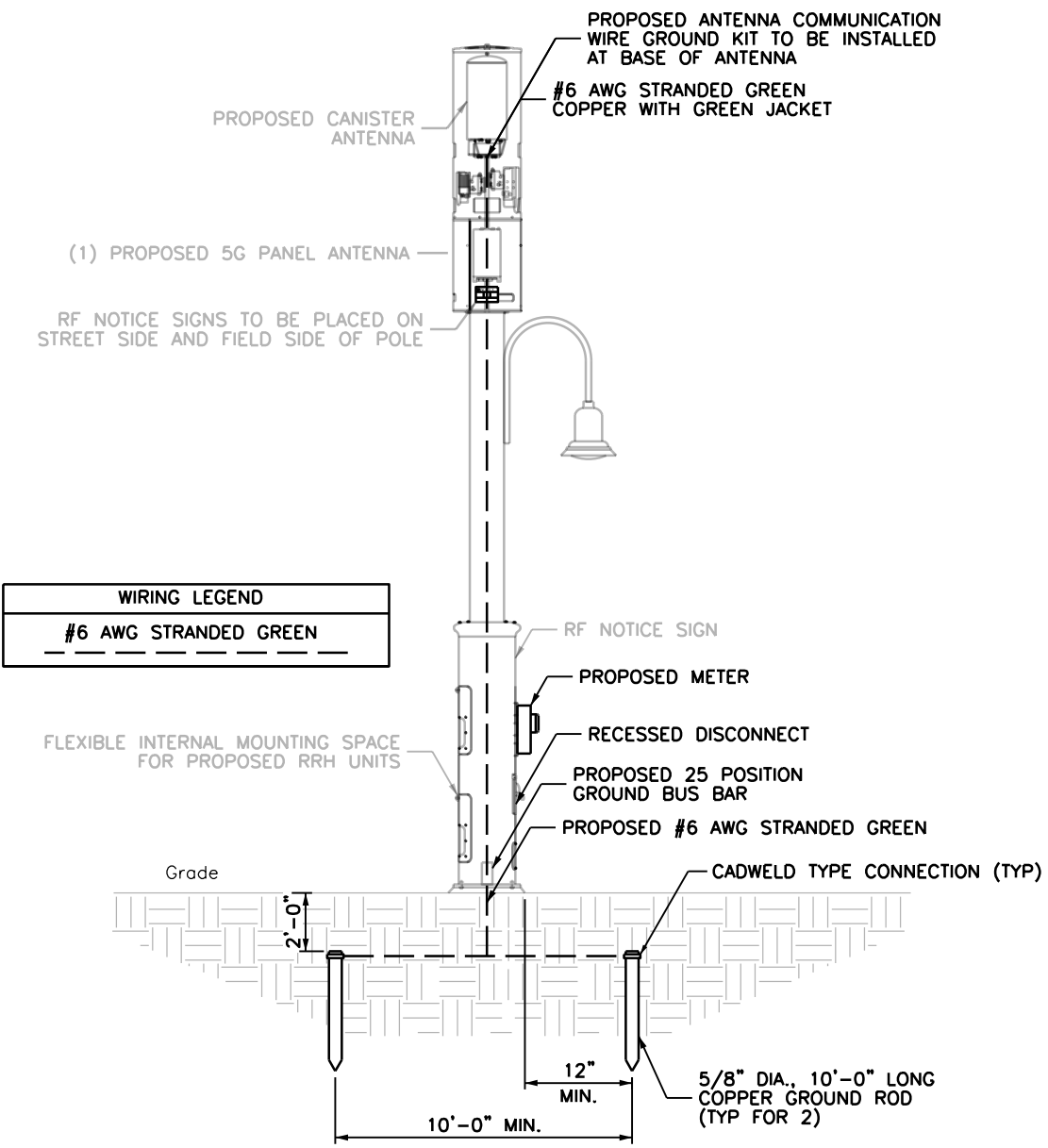
11x17 SCALE: NTS 22x34 SCALE: NTS

GROUNDING NOTES:

- LICENSEE MUST PROVIDE SEPARATE GROUNDING FOR THEIR EQUIPMENT. LICENSEE WILL NOT BE ALLOWED TO ATTACH TO JCPL'S GROUNDING SYSTEM, EXCEPT FOR A REMOVABLE BONDING JUMPER NEAR THE BASE OF THE POLE. THE REMOVABLE BONDING JUMPER SHALL PERMIT TESTING OF EACH GROUND AND WHEN BONDED TOGETHER ASSURES THAT EACH GROUND IS AT THE SAME POTENTIAL POINT.
- GROUND RODS SHALL BE "COPPER WELD" STEEL, MINIMUM 5/8 INCH DIAMETER, AND 10 FOOT LENGTH WITH THE CAPABILITY TO ADD LENGTH IN ORDER TO DECREASED GROUND IMPEDANCE WHERE SUCH SOIL CONDITIONS REQUIRE IT.
- THE GROUND CONDUCTOR SHALL BE MEDIUM HARD DRAWN, SOLID, INSULATED NO. 6 AWG COPPER AND SHALL MEET THE REQUIREMENTS OF ASTM B2. THE GROUND CONDUCTOR INSULATION THICKNESS SHALL BE 60 MILS OF UNFILLED, BLACK, CROSS LINKED POLYETHYLENE, TESTED IN ACCORDANCE WITH ICEA S-66-524, SECTION 3.7. THE MANUFACTURER'S NAME AND THE YEAR OF MANUFACTURE SHALL BE IMPRINTED ON THE CONDUCTOR AT INTERVALS OF APPROXIMATELY ONE FOOT. LICENSEE'S GROUND CONDUCTOR SHALL BE CLEARLY IDENTIFIED WITH A BRASS TAG OR OTHER ACCEPTABLE MEANS, ATTACHED TO THE CONDUCTOR AT THE BASE OF THE POLE, INDICATING LICENSEE'S IDENTIFICATION.
- ALL CONNECTORS SHALL BE BRASS OF THE DESIGN THAT PERMITS CIRCUMFERENTIAL CLAMPING ON BOTH WIRE AND ROD.
- THE LICENSEE'S GROUNDING SYSTEM SHALL YIELD A GROUND RESISTANCE OF 25 OHMS OR LESS.
- ALL METALLIC PARTS OF THE INSTALLATION ON THE POLE SHALL BE BONDED TOGETHER AND GROUNDED TO THE LICENSEE'S GROUNDING SYSTEM.
- DISSIMILAR METAL CONNECTIONS MUST BE AVOIDED FOR ALL GROUNDING ATTACHMENTS MADE ALONG THE POLE.
- ALL GROUND WIRES THROUGH THE NEUTRAL ZONE DOWN TO THE BASE OF THE POLE, ON SECONDARY POLES, SHALL BE COVERED WITH NON-METALLIC HEAVY WALL MOLDING TO PROVIDE PHYSICAL PROTECTION AND SECURED WITH STAPLES.

3 GROUNDING NOTES

11x17 SCALE: NTS 22x34 SCALE: NTS



WIRING LEGEND
#6 AWG STRANDED GREEN

FLEXIBLE INTERNAL MOUNTING SPACE FOR PROPOSED RRH UNITS

0 3' 6'

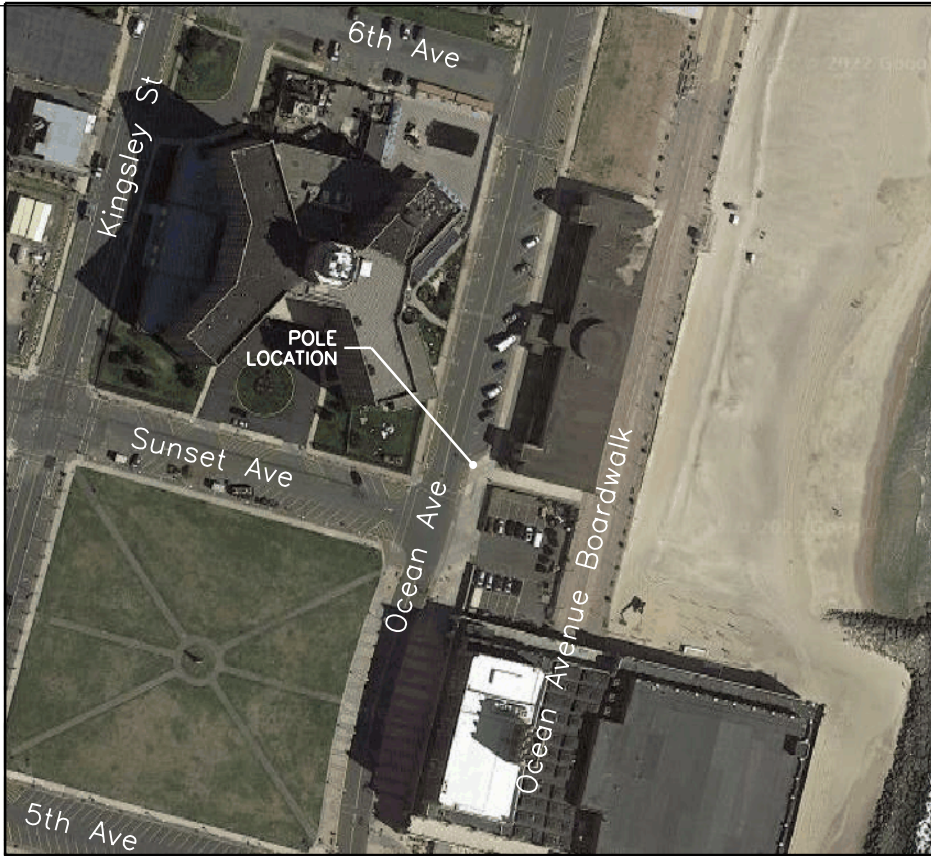
1 GROUNDING DETAILS

11x17 SCALE: 3/16" = 1'-0" 22x34 SCALE: 3/8" = 1'-0"



SITE NAME:
ASBURY PARK BOARDWALK 07

SITE LOCATION:
[NEAREST TO] 1400 OCEAN AVE
ASBURY PARK, NJ
MONMOUTH COUNTY



APPLICABLE BUILDING CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

1. BUILDING CODE:
[INTERNATIONAL BUILDING CODE (IBC), 2018 AS ADOPTED BY NEW JERSEY]

2. ELECTRICAL CODE:
[NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 - 2017, NATIONAL ELECTRICAL CODE, AS ADOPTED BY NEW JERSEY]

3. LIGHTNING PROTECTION CODE:
[NFPA 780 - 2006, LIGHTNING PROTECTION CODE]

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST APPROVED OF THE FOLLOWING STANDARDS:

4. AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

5. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, FIFTEENTH EDITION, AISC 360, SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS

6. TIA-222-H, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES, TIA 607 COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

7. AMERICAN WELDING SOCIETY (AWS) D1.1 (2004), STRUCTURAL WELDING CODE - STEEL

8. INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

9. IEEE C2 NATIONAL ELECTRIC SAFETY CODE (NEC) 2012

10. TELCORDIA GR-1275 GENERAL INSTALLATION REQUIREMENTS

11. AMERICAN ASSOCIATION OF STATE AND HIGHWAY TRANSPORTATION OFFICIAL (AASHTO) ROADSIDE DESIGN GUIDE, 4TH EDITION AND ROADWAY LIGHTING DESIGN GUIDE.

12. THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION (DOT) DESIGN MANUAL 2015

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

PROJECT SUMMARY:

SITE NAME: ASBURY PARK BOARDWALK 07

NEAREST TO: 1400 OCEAN AVE
ASBURY PARK, NJ
MONMOUTH COUNTY

OWNER: SQF, LLC D/B/A TILSON
5 EAST 1ST STREET
CLIFTON, NJ 07011

TELCO PROVIDER: VERIZON

ELECTRIC PROVIDER: JCPL

APPLICANT: NEW YORK SMSA LP
D/B/A VERIZON WIRELESS
180 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07921

LATITUDE: 40.224640N (NAD83)
LONGITUDE: 73.998852W (NAD83)
ELEVATION: 10' (NAVD 88)

POLE NUMBER: N/A

ROW OWNER: MUNICIPAL

BLOCK AND LOT: N/A [IN R.O.W.] (NEAREST TO 4502/1.20)

POLE TYPE: CONCEALFAB

ENGINEER: COLLEEN CONNOLLY
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

ENGINEERING CONTACT: ANTHONY REKOSIK
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

APPROVALS

		APPROVED	APPROVED AS NOTED	DISAPPROVED/ REVISE
CONSTRUCTION MANAGER:	DATE	☐	☐	☐
RF ENGINEER:	DATE	☐	☐	☐
PROJECT MANAGER:	DATE	☐	☐	☐
APPLICANT:	DATE	☐	☐	☐
APPLICANT AGENT:	DATE	☐	☐	☐
SITE OWNER/OWNER REP:	DATE	☐	☐	☐

SCOPE OF WORK:

- INSTALLATION OF (4) PROPOSED ANTENNA(S) AND (2) RRH UNIT(S) WITHIN A REPLACEMENT CONCEALMENT POLE.
- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
- FACILITY HAS NO PLUMBING OR REFRIGERANTS
- THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REGULATORY REQUIREMENTS
- ALL NEW MATERIAL SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR UNLESS NOTED OTHERWISE. CABINETS, ANTENNAS/RRH AND CABLES FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR
- ASSOCIATED AC POWER TELECOMMUNICATION AND RF CABLING

FLOOD ZONE:

MAP NUMBER: 34025C0351F

FLOOD ZONE TYPE: VE

BASE FLOOD ELEVATION: 12'

LOCATION MAP
NOT TO SCALE

DWG.	DWG. TITLE
C1	COVER PAGE
GN1	GENERAL NOTES
S1	SITE PLAN AND ELEVATION
S2	FOUNDATION DETAILS
S3	DETAILS
S4	DETAILS
S5	ONE LINE DIAGRAMS
G1	GROUNDING DETAILS

(TYPICAL DRAFTING STANDARDS FOR ALL SHEETS)	
Existing	Light, Upper And Lower Case Lettering When Labeling Existing Features
PROPOSED	BOLD, UPPER CASE LETTERING WHEN LABELING PROPOSED FEATURES
	Light Lines Represent Existing Features
	DARK LINES REPRESENT PROPOSED FEATURES



Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2513 Fax 908.323.2525

DRAFT
NOT FOR CONSTRUCTION
DRAWING CONTENTS ARE CONCEPTUAL AND
ARE SUBJECT TO FINAL ENGINEER'S APPROVAL
(INCLUDING BUT NOT LIMITED TO
QUANTITIES AND SIZES)

COLLEEN CONNOLLY
NJ PROFESSIONAL ENGINEER # 24GE04133700

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APPLICANT:



CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING
MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE
THAT THEY HAVE THE LATEST REVISION OF THE
CONSTRUCTION DOCUMENTS.

A	ISSUED FOR REVIEW	05/24/22
NO.	ISSUE OR REVISION	DATE

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 07

[NEAREST TO]
1400 OCEAN AVE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 05/24/22

DRAWING TITLE:

COVER PAGE

DRAWING NO.: PAGE NO.:

C1

Packet Pg. 220

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned

GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR SAFETY DURING CONSTRUCTION. SCHERER DESIGN GROUP HAS NO RESPONSIBILITY FOR OR CONTROL OVER SAFETY AT ANY TIME.
2. THE NOTES CONTAINED HEREIN ARE NOT PROJECT SPECIFIC. THE CONTRACTOR SHALL UTILIZE ALL THE NOTES WHICH PERTAIN TO THE WORK DEPICTED IN THIS DOCUMENT.
3. THE CONTRACTORS SHALL CONTACT SDG TO VERIFY THAT THEY HAVE BEEN ISSUED THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS PRIOR TO THE START OF CONSTRUCTION.
4. ALL DIMENSIONS AND INFORMATION SHOWN IN THE DRAWINGS ARE APPROXIMATE, DERIVED FROM LIMITED FIELD OBSERVATIONS, MADE FOR THIS PROJECT BY THE CONTRACTOR. DETAILED INFORMATION WAS COLLECTED FOR SPECIFIC WORK AREAS, WHERE NOTED. THIS INFORMATION IS TO BE USED FOR THE WORK SHOWN ON THESE PLANS ONLY.
5. UNLESS SPECIFICALLY REQUESTED BY THE CLIENT OR REQUIRED TO PROCEED WITH THE CREATION OF THE CONSTRUCTION DOCUMENTS, STRUCTURAL PROBES HAVE NOT BEEN PERFORMED. UTILITY POLE AND ASSOCIATED HARDWARE CONFIGURATION AND CONDITION NOT OTHERWISE VISIBLE BENEATH SURFACE FINISHES, MAY VARY AND SHALL BE CONFIRMED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES, WHETHER IN CONFIGURATION OR CONDITION SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP.
6. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & FIELD CONDITIONS PRIOR TO THE START OF CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP. THE CONSEQUENCES OF PROCEEDING WITH CONSTRUCTION AFTER DISCOVERING A FIELD CONDITION DISCREPANCY AND WITHOUT THE APPROVAL OR RECOMMENDATIONS OF SCHERER DESIGN GROUP, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
8. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PERMITS AND INSPECTIONS TO COMPLETE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL INSPECTIONS REQUIRED BY THE AUTHORITY HAVING JURISDICTION, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL, PLUMBING, FIRE PROTECTION AND STRUCTURAL.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY SCHERER DESIGN GROUP OF CONSTRUCTION STAGES WHICH REQUIRE SPECIAL OR CONTROLLED INSPECTIONS WITH A MINIMUM OF 48 HOURS (BUSINESS DAYS) NOTICE. THESE INSPECTIONS INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE REINFORCEMENT, CONCRETE POURING, STRUCTURAL STEEL ERECTION/BOLTING, WELDING AND THE INSTALLATION OF EPOXY ANCHORS. FAILURE TO COORDINATE THESE INSPECTIONS WITH SCHERER DESIGN GROUP MAY PROHIBIT SIGNOFF WITH THE AUTHORITY HAVING JURISDICTION.
10. SCHERER DESIGN GROUP HAS NOT PERFORMED AN INSPECTION FOR HAZARDOUS MATERIALS. THESE DRAWINGS ARE NOT MEANT TO DEPICT OR IMPLY THE PRESENCE OR ABSENCE OF SUCH MATERIALS WITHIN THE PROPOSED WORK AREAS.
11. TRUE NORTH SHALL BE DETERMINED BY CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR PROPER AZIMUTH ALIGNMENT.
12. THE CONTRACTOR SHALL CONTACT THE TELECOMMUNICATIONS CARRIER TO ACQUIRE THE LATEST RF DATA SHEET PRIOR TO THE START OF CONSTRUCTION. RF INFORMATION ISSUED BY THE TELECOMMUNICATIONS CARRIER SUPERSEDES INFORMATION CONTAINED HEREIN. CONTACT SCHERER DESIGN GROUP IMMEDIATELY IF DESIGN CHANGED ARE REQUIRED.
13. ROUTING IS DIAGRAMMATIC AND CONTRACTOR IS TO UTILIZE BEST POSSIBLE ROUTING TO EXPEDITE CONSTRUCTION PROCESS, CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING FIELD CHANGES WITH THE AHJ AND JCP&L.
14. ALL DISTURBED AREAS SHALL BE RESTORED TO THEIR PREVIOUS CONDITION UPON COMPLETION OF EACH PHASE OF WORK.
15. CONTRACTOR SHALL KEEP SITE CLEAN AND ORDERLY AT ALL TIMES.
16. GROUNDING INSTALLATION TO BE COMPLETED IN ONE SHIFT. CONTRACTOR IS RESPONSIBLE FOR PEDESTRIAN PROTECTION AROUND TRENCH.
17. CONTRACTOR SHALL COORDINATE WITH THE AUTHORITY HAVING JURISDICTION OF THE ADJACENT ROADWAY TO DETERMINE IF PERMITS ARE REQUIRED TO WORK IN THE RIGHT OF WAY AND IF TRAFFIC CONTROL IS REQUIRED. CONTRACTOR SHALL OBTAIN AND COMPLY WITH ANY REQUIRED PERMITS.

MATERIAL NOTES:

1. ALL EQUIPMENT, CONDUCTORS, AND DEVICES SHALL COMPLY WITH NESC (LATEST EDITION) REQUIREMENTS, FCC APPROVALS, AND LOCAL UTILITY SPECIFICATIONS.
2. ALL EQUIPMENT, RACEWAY, CABLES, AND CONDUCTORS SHALL BE PROPERLY ATTACHED TO THE UTILITY POLE OR LIGHTING FIXTURE PER NESC REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS
3. ALL GROUNDS SHALL BE IN ACCORDANCE WITH NESC REQUIREMENTS AND JCP&L SPECIFICATIONS. GROUND CONDUCTORS SHALL NOT BE SMALLER THAN #6 AWG COPPER, UNLESS OTHERWISE SPECIFIED
4. BOLT HOLES SHALL BE PUNCHED OR DRILLED. FLAME CUT HOLES ARE NOT ACCEPTABLE.
5. INSTALL ALL EQUIPMENT AND DEVICES PLUMB AND LEVEL, ACCURATELY FITTED, AND FREE FROM DISTORTIONS AND/OR DEFECTS NOT TO CAUSE ANY INCREASED HAZARD TO THE GENERAL PUBLIC OR TO TRAFFIC FLOW
6. NOTIFY JCP&L PRIOR TO FIELD CUTTING OR MODIFYING APPROVED EQUIPMENT.
7. ALL BOLTS, ANCHORS, AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 - ZINC COATING (HOT-DIP) OR IRON AND STEEL HARDWARE.
8. ALL ELECTRICAL EQUIPMENT SHALL BE HOUSED IN NEMA 3R ENCLOSURES.

CONCRETE AND REINFORCING STEEL NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE PROJECT SPECIFICATIONS.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE
3. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60. DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS.

CONCRETE CAST AGAINST EARTH.....	3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER	
#6 AND LARGER.....	2 IN.
#5 AND SMALLER & WWF.....	1 1/2IN.
CONCRETE NOT EXPOSED TO EARTH OR WEATHER	
OR NOT CAST AGAINST THE GROUND.	
SLAB AND WALL.....	3/4 IN.
BEAMS AND COLUMNS.....	1 1/2 IN.
5. A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
6. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S WRITTEN RECOMMEND PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE. EXPANSION BOLTS SHALL BE PROVIDED BY RAMSET/REDHEAD OR APPROVED EQUAL.

OPERATIONAL SAFETY PROCEDURES

1. INTERFERENCE WITH ANY JCP&L COMMUNICATION OR DISTRIBUTION AUTOMATION RADIO SYSTEM WILL NOT BE PERMITTED. THE RADIO SYSTEM IS THE PRIMARY COMMUNICATION FOR EMPLOYEES OF JCP&L AND IS ESSENTIAL FOR RESPONSE TO EMERGENCIES. THIS NON-INTERFERENCE CLAUSE SHALL APPLY EVEN IF THE JCP&L RADIO EQUIPPED VEHICLE OR HANDHELD UNIT IS TEMPORARILY LOCATED NEAR THE ANTENNA SYSTEM WHILE PERFORMING WORK.
2. THE LICENSEE IS RESPONSIBLE FOR PLACING A SIGN ON THE POWER SUPPLY INDICATING A 24 HOUR CONTACT TELEPHONE NUMBER IN CASE OF EMERGENCY. THE PHONE NUMBER MUST BE VISIBLE FROM THE GROUND AND THE SIGN MUST BE MADE FROM A NON-METALLIC, EASILY READABLE, ULTRA VIOLET (UV) RESISTANT MATERIAL.
3. A NOTICE SIGN IS TO BE PLACED ON THE POWER SUPPLY BY THE LICENSEE REGARDING RF EMISSIONS IN ACCORDANCE WITH IEEE C95.2-2005, VIZ: 29 C.F.R.OSHA § 1910.268(p)(2), AND CONSISTENT WITH THE REQUIREMENTS OUTLINED IN THE RF STUDY INCLUDED WITH THIS SUBMITTAL.
4. THE LICENSEE'S POWER SUPPLY MUST BE EQUIPPED WITH AN EXTERNAL, PADLOCK-ABLE, AC/BATTERY COMBO, DISCONNECT SWITCH BETWEEN THE POWER SOURCE AND THE TRANSCIEVER. THE LICENSEE'S PADLOCK-ABLE, AC/BATTERY, DISCONNECT SWITCH MUST CUTOFF AC POWER TO THE TRANSCIEVER AND BACKUP BATTERY POWER (IF APPLICABLE). THE POWER SUPPLY/TRANSCIEVER CABINET WILL BE EQUIPPED WITH AN EXTERNAL INDICATOR LIGHT AND A PROVISIONAL TEST POINT THAT WILL VERIFY THE ANTENNA SYSTEM HAS BEEN RENDERED INOPERABLE. ALL ASPECTS OF THE TOTAL INSTALLATION SHALL BE IN ADHERENCE TO CURRENT EDITIONS OF BOTH THE NESCS AND THE NEC.



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NJ PROFESSIONAL ENGINEER # 24GE04133700
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PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 07

[NEAREST TO]
1400 OCEAN AVE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED

DATE: 05/24/22

DRAWING TITLE:

GENERAL NOTES

DRAWING NO.:

PAGE NO.:

GN1

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DRAWING TITLE:

SITE PLAN AND ELEVATION

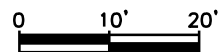
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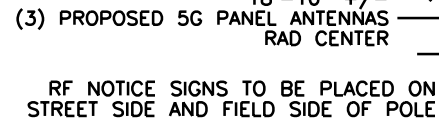
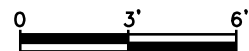
11x17 SCALE: 3/64" = 1'-0"	22x34 SCALE: 3/32" = 1'-0"
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- Diagram illustrating the placement and orientation of equipment on a utility pole, with the following specifications:
- 1. ELECTRIC METER SHALL BE PLACED SO THE READER WILL BE FACING ONCOMING TRAFFIC.
 - 2. EQUIPMENT PLACEMENT TO BE VERIFIED IN FIELD.
 - 3. RADIO/ELECTRICAL EQUIPMENT SHALL NOT BE INSTALLED ON THE ROAD SIDE OF THE POLE.
 - 4. ALL DISTURBED SIDEWALK FLAGS TO BE REPLACED IN THEIR ENTIRETY.
 - 5. ORIENTATION OF EXISTING LUMINAIRES TO MATCH EXISTING ALIGNMENT.
- Additional annotations and dimensions:
- 190° AZIMUTH (indicated by an arrow pointing towards the road side)
 - 6" MIN (minimum clearance dimension)
 - (3) PROPOSED 5G PANEL ANTENNAS
ORIENTATION: 30°, 70°, 190°
ELECTRICAL TILT: 0°
 - PROPOSED TELCO CONDUIT ROUTED TO SOURCE BY CONTRACTOR
SEE DETAIL 1/S3
 - PROPOSED TELCO PROVIDER CONDUIT HANDHOLE BY CONTRACTOR
 - ~Pavers~ (indicated near the base of the pole)

2 | **SITE PLAN**

11x17 SCALE: 3/16" = 1'-0"	22x34 SCALE: 3/8" = 1'-0"
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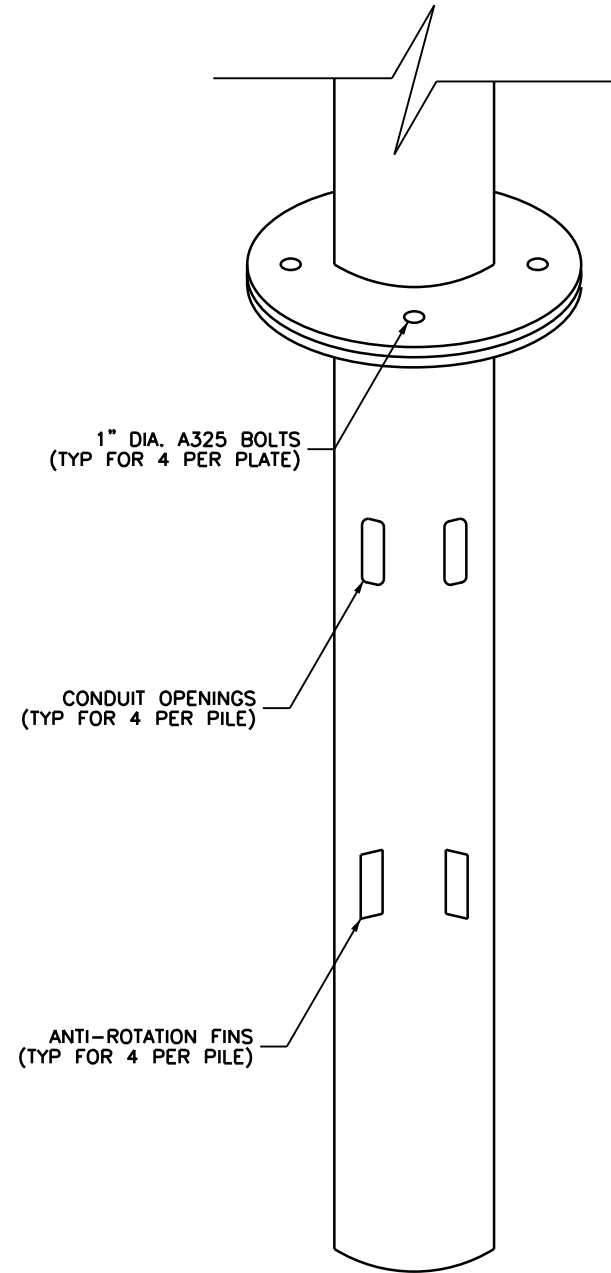
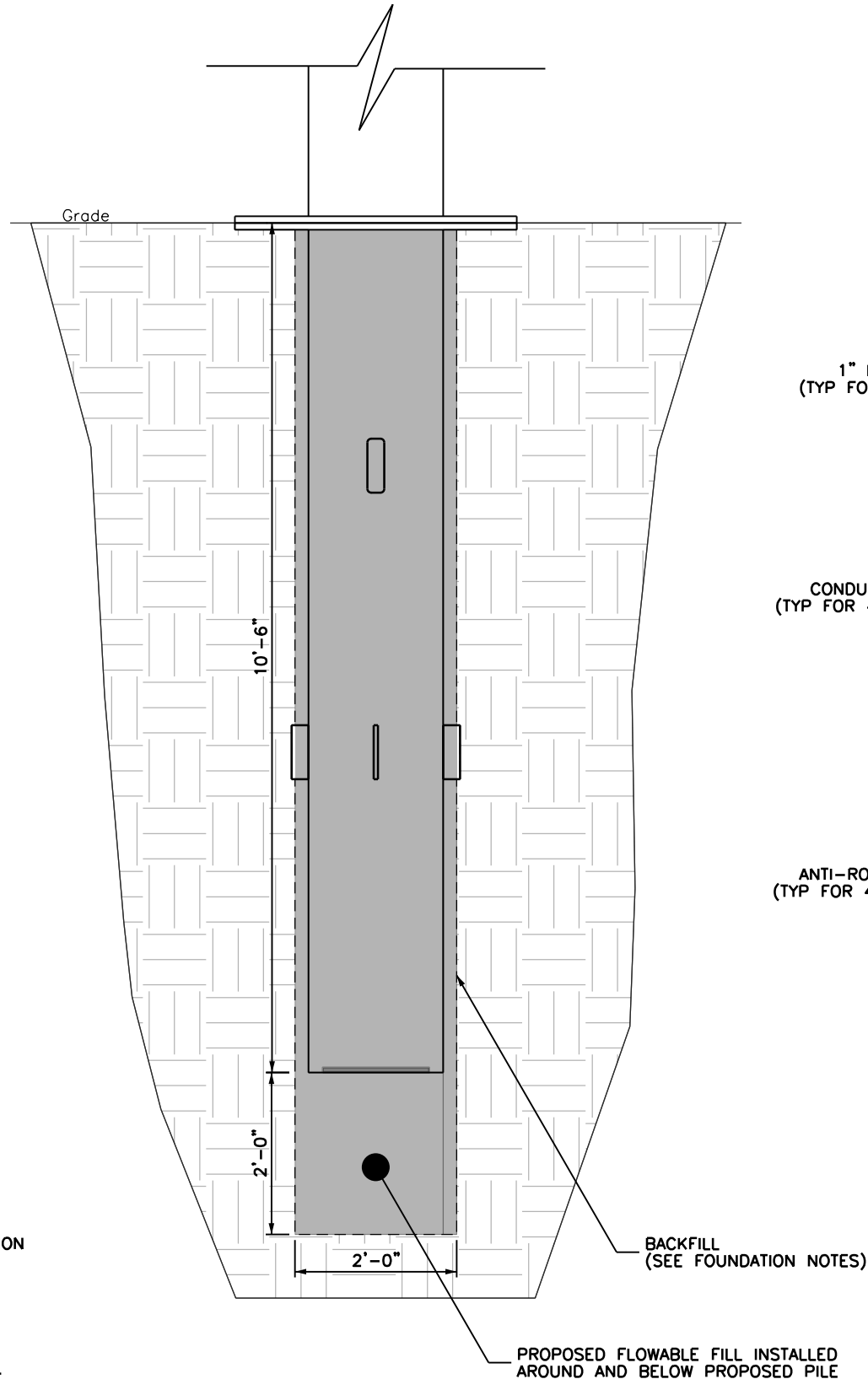
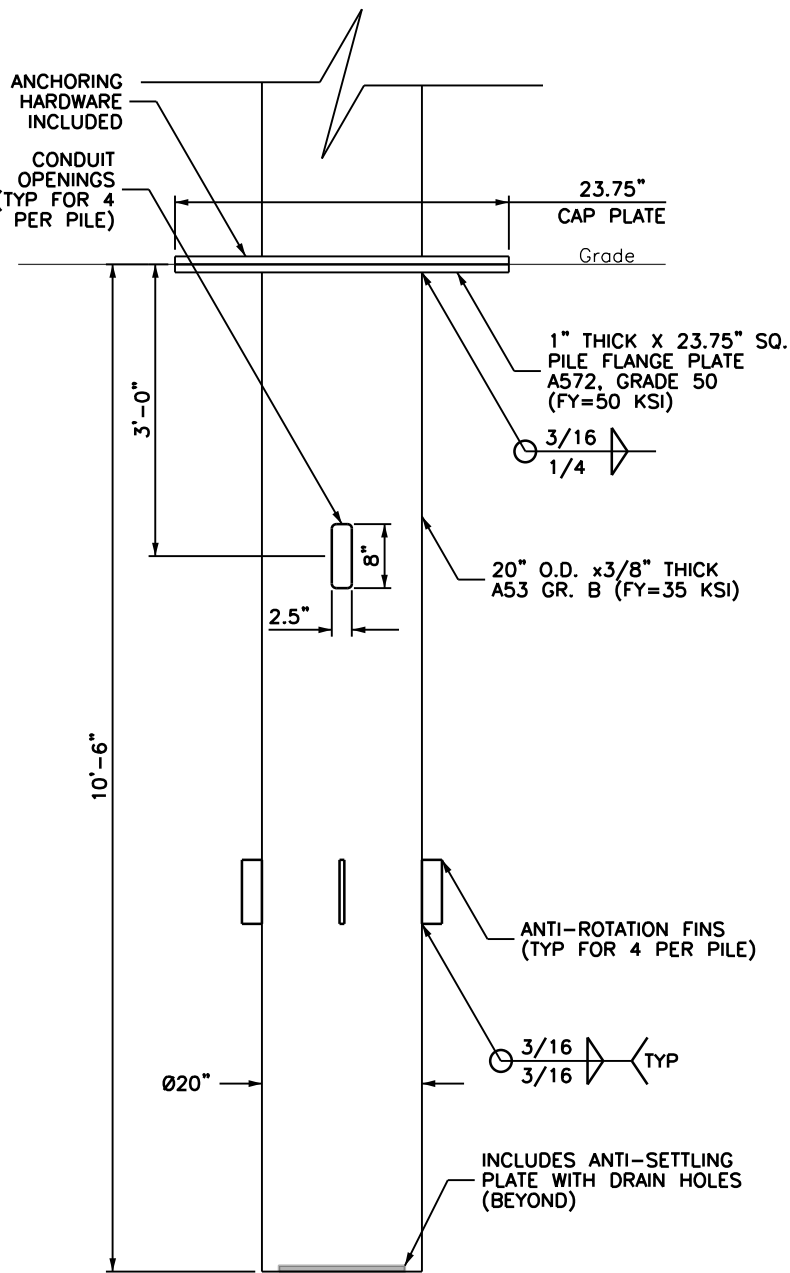
**FLEXIBLE INTERNAL MOUNTING SPACE
FOR PROPOSED RRH UNITS**

Grade 0'-0" AGL
10'-0" +/- AMSL

POLE ELEVATION

11x17 SCALE: 3/16" = 1'-0"	22x34 SCALE: 3/8" = 1'-0"
----------------------------	---------------------------

A diagram of a DNA molecule represented as a horizontal bar. The bar is divided into two segments: the left segment is black, and the right segment is white. Above the bar, the positions 0, 3', and 6' are marked. Position 0 is at the left end of the black segment, 3' is at the boundary between the black and white segments, and 6' is at the right end of the white segment.



NOTES:

- 1) FOUNDATION DESIGN FROM POLE ANALYSIS AND FOUNDATION DESIGN STRUCTURAL CALCULATION PROVIDED BY CONCEALFAB DATED 01/27/2022.
- 2) CONTRACTOR SHALL HIRE A GEOTECHNICAL ENGINEER TO VERIFY ON-SITE CONDITIONS MEET ASSUMED CONDITIONS AS A MINIMUM. IF CONDITIONS ARE NOT ACCEPTABLE, NOTIFY THE ENGINEER ON RECORD FOR A REVISED FOUNDATION DESIGN, AND PROVIDE GEOTECHNICAL RECOMMENDATIONS TO THE ENGINEER ON RECORD.
- 3) STEEL FOUNDATION INCLUDES A GALVANIZED COATING WITH A DURABLE POLYUREA TOP COAT.
- 4) BACKFILL IN THE ANNULAR SPACE AROUND THE EMBEDDED PILE SHALL COMPLY WITH IBC SECTION 1807.7 AND SHALL BE ONE OF THE FOLLOWING:
 - A) FLOWABLE FILL (CONTROLLED LOW-STRENGTH MATERIAL) PLACED IN ACCORDANCE WITH NJDOT STANDARD SPECIFICATIONS SECTION 652.03.01H. MATERIAL SHALL COMPLY WITH NJDOT STANDARD SPECIFICATIONS SECTION 903.09.
 - B) WELL GRADED NJDOT-APPROVED BROKEN STONE WITH A MAXIMUM DIAMETER OF 3/4". COMPACT FILL IN 8" LIFTS. BROKEN STONE SHALL MEET THE REQUIREMENTS OF NJDOT STANDARD SPECIFICATIONS SECTION 901.03.01 AND TABLE 01.03.01-1

- 5) CONTRACTOR TO INSTALL ALL PROPOSED CONDUITS PRIOR TO BACKFILLING.
- 6) IF CAVING OCCURS OR IF THE PILE WILL NOT BE IMMEDIATELY SET AFTER AUGURING, THE CONTRACTOR SHALL PROVIDE AND INSERT A STEEL OR CORRUGATED PLASTIC SLEEVE.
- 7) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS AND METHODS OF FOUNDATION INSTALLATION.
- 8) THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE STABILITY OF EXCAVATION AND PROTECTING ADJACENT STRUCTURES.
- 9) PROPOSED PILE DOES NOT REQUIRE FILL WITHIN THE PILE CAVITY.

1	FOUNDATION DETAILS	0 1' 2'
11x17 SCALE: 1/2"= 1'-0"	22x34 SCALE: 1" = 1'-0"	

3.D.15.c

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MONMOUTH COUNTY

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FOUNDATION DETAIL

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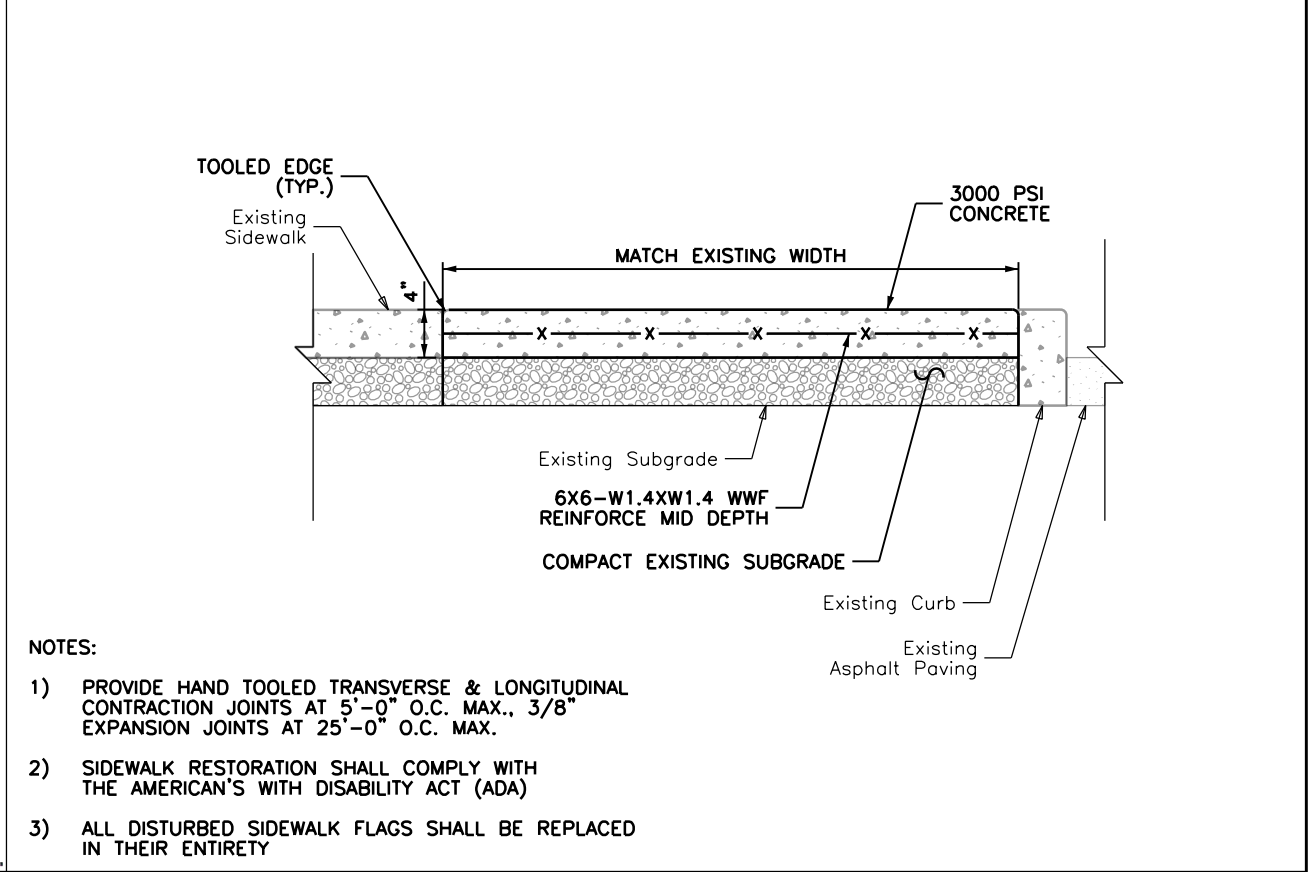
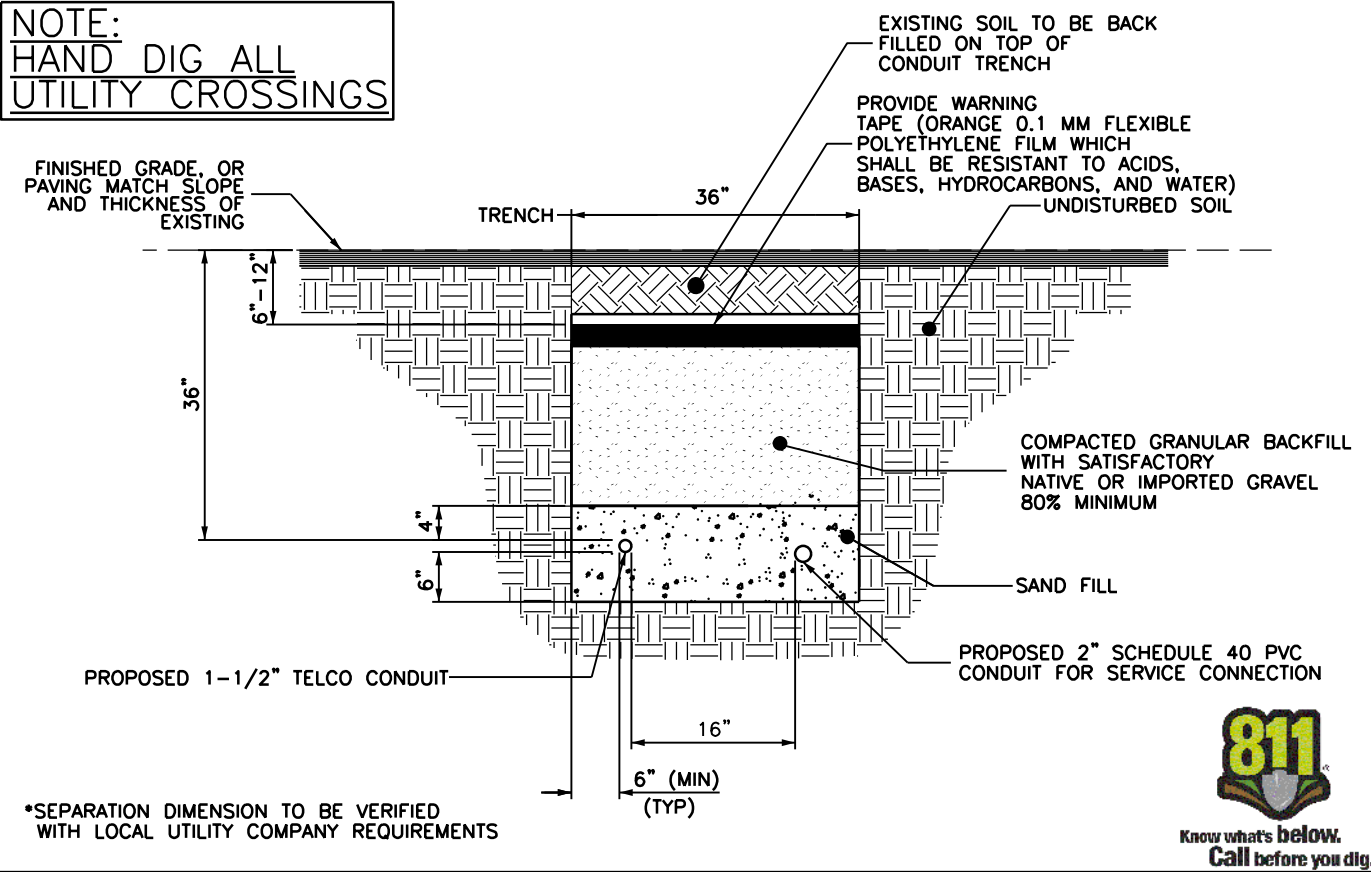
PAGE NO.:

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Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned

NOTE:
HAND DIG ALL
UTILITY CROSSINGS



1	TRENCHING DETAIL	2	SIDEWALK DETAIL
11x17 SCALE: NTS	22x34 SCALE: NTS	11x17 SCALE: NTS	22x34 SCALE: NTS

3.D.15.c

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MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED

DATE: 05/24/22

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DETAILS

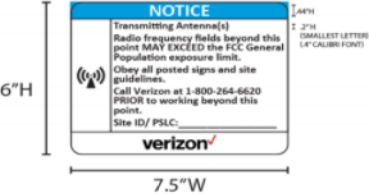
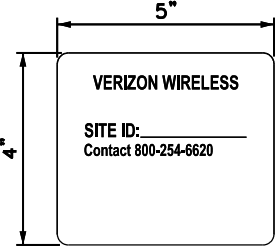
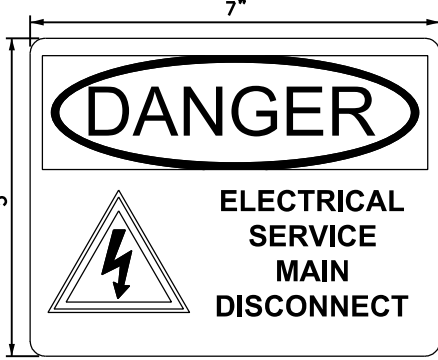
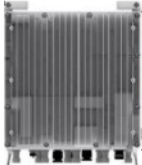
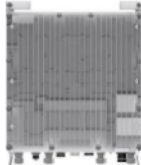
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PAGE NO.:

S3

Packet Pg. 224

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned

 NOTES: 1) ANTENNA SIGNAGE ATTACHED ON: WOOD POLES = SIGN ON ALUMINUM WITH STAINLESS STEEL SCREWS. METAL POLES = ADHESIVE VINYL OR PLACARD STRAPPED WITH STAINLESS STEEL SCREWS. CONCRETE/COMPOSITE = PLACARD STRAPPED WITH STAINLESS STEEL TIES. FIBERGLASS = PLACARD STRAPPED WITH STAINLESS STEEL TIES. 2) AFFIX SIGN TO THE STRUCTURE 8'-0" ABOVE GRADE. 3) SIZE APPROX. 8" x 6".		 NOTES: 1) SIGN TO BE INSTALLED ON THE SAME POLE NEXT TO THE DISCONNECT. 2) SIGN ON ALUMINUM WITH STAINLESS STEEL SCREW TO THE POLE. 3) THE SIGN MUST BE LOCATED ON BOTH SIDES OF THE POLE SO IT CAN BE RECOGNIZED FROM EITHER APPROACH 4) THE SIGN MUST BE COMPLETELY READABLE FROM OUTSIDE THE DANGER ZONE.		 NOTES: 1) ANTENNA SIGNAGE ATTACHED ON: WOOD POLES = SIGN ON ALUMINUM WITH STAINLESS STEEL SCREWS. METAL POLES = ADHESIVE VINYL OR PLACARD STRAPPED WITH STAINLESS STEEL SCREWS. CONCRETE/COMPOSITE = PLACARD STRAPPED WITH STAINLESS STEEL TIES. FIBERGLASS = PLACARD STRAPPED WITH STAINLESS STEEL TIES. 2) AFFIX SIGN TO THE STRUCTURE AS PER EME REPORT. AFFIX A SECOND SIGN (VINYL ADHESIVE) TO THE POWER SUPPLY BOX. 3) SIZE APPROX. 8" x 5". 4) THE SIGN MUST BE LOCATED ON BOTH SIDES OF THE POLE SO IT CAN BE RECOGNIZED FROM EITHER APPROACH 5) THE SIGN MUST BE COMPLETELY READABLE FROM OUTSIDE THE DANGER ZONE.		 NOTES: 1) SIGN TO BE INSTALLED ON DISCONNECT BOX. 2) SIGN ON VINYL WITH ADHESIVE BACKING. 3) NO BACKUP DC POWER SUPPLY IS AVAILABLE FOR THIS SYSTEM.	
1	RF NOTICE SIGN	2	POLE MOUNTED SIGN	3	RF NOTICE SIGN	4	DISCONNECT WARNING SIGN
11x17 SCALE: NTS		22x34 SCALE: NTS		11x17 SCALE: NTS		22x34 SCALE: NTS	
 JMA DX10FRO260 DIMENSIONS (HxWxD): 24" x 15" x 5.25" WEIGHT: 17.4 LBS RF CONFIGURATION ELECTRICAL TILT: 0° MECHANICAL TILT: 0°		 SAMSUNG 5G NR AU MAX DIMENSIONS (HxWxD): 18.5" x 9.6" x 6.9" (INCLUDES INTEGRATED RADIO) MAX WEIGHT: 35 LBS RF CONFIGURATION ELECTRICAL TILT: 0° MECHANICAL TILT: 0°		 CBRS MICRO RRH (CBRS) DIMENSIONS (HxWxD): 13.91" x 8.55" x 4.15" WEIGHT: 18.64 LBS CONNECTION: 2 CPRI PORTS, 1 PORT FOR EXTERNAL ALARM  LAA MICRO RRH (LAA) DIMENSIONS (HxWxD): 9.1" x 8.9" x 3" WEIGHT: 11.0 LBS CONNECTION: 2 CPRI PORTS, 1 PORT FOR EXTERNAL ALARM		 RRH (AWS/PCS) RRH (700/850) DIMENSIONS (HxWxD): 15" x 15" x 10" WEIGHT: 84.4 LBS CONNECTION: 8 ANTENNA PORTS, 4 PORTS FOR EXTERNAL ALARM  RRH (700/850) RRH (700/850) DIMENSIONS (HxWxD): 15" x 15" x 8.1" WEIGHT: 70.3 LBS CONNECTION: 4 ANTENNA PORTS, 4 PORTS FOR EXTERNAL ALARM	
5	ANTENNA SPECIFICATION	6	ANTENNA SPECIFICATION	7	MICRO REMOTE UNIT SPECIFICATIONS	8	REMOTE UNIT SPECIFICATIONS
11x17 SCALE: NTS		22x34 SCALE: NTS		11x17 SCALE: NTS		22x34 SCALE: NTS	

3.D.15.c



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ONE LINE DIAGRAMS

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Packet Pg. 226

-
- The diagram illustrates a proposed fiber optic network topology. At the center is a circular node labeled "FOSC".
- Top Connections:**
 - 1 PROPOSED FIBER STRAND FROM FOSC TO LAA RADIO (connected to LAA MICRO RRH)
 - 1 PROPOSED FIBER PAIR FROM FOSC TO CBRS RADIO (connected to CBRS MICRO RRH)
 - Left Connection:**
 - PROPOSED FIBER LINE TO PROPOSED FOSC AS PER UTILITY COMPANY SPECIFICATIONS (connected to the left side of the FOSC)
 - Right Connection:**
 - 1 PROPOSED FIBER PAIR FROM FOSC TO PROPOSED PANEL ANTENNAS (connected to the right side of the FOSC, branching to three 5G PANEL ANTENNA nodes)
 - Bottom Connections:**
 - 1 PROPOSED FIBER STRAND FROM FOSC TO RADIO (connected to 4G RRH)
 - 1 PROPOSED FIBER STRAND FROM FOSC TO RADIO (connected to 4G RRH)
- The nodes are represented by rectangles: LAA MICRO RRH, CBRS MICRO RRH, 5G PANEL ANTENNA (three instances), and 4G RRH (two instances).

11x17 SCALE: NTS

22x34 SCALE: NTS

METER
MODEL: MILBANK U2272-RL-5T9-BL
DIMENSIONS (HxWxD): 18.5" X 10" X 4.8"

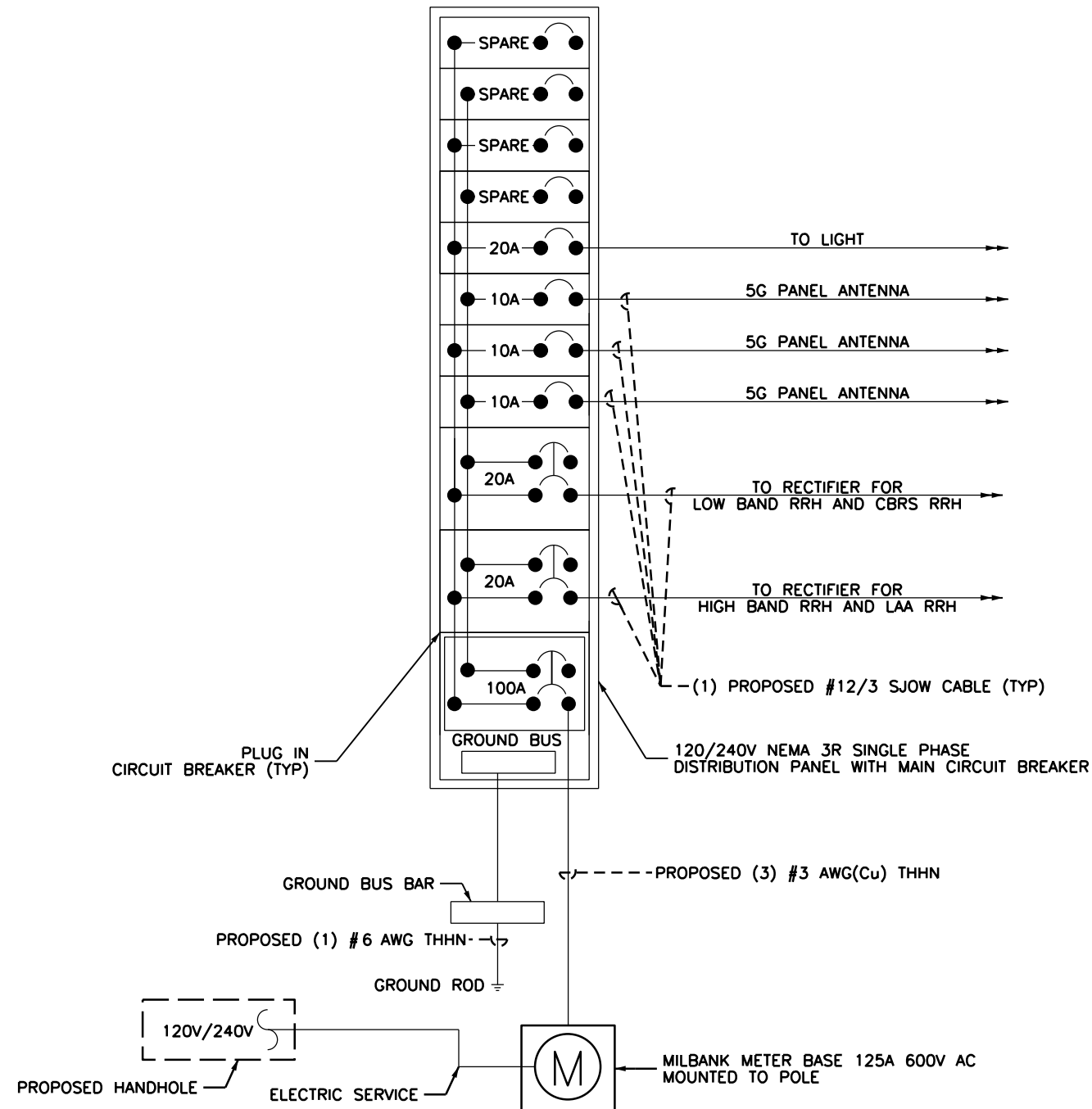


NOTE:
120VAC LED
INDICATOR LIGHT TO
SHOW ON/OFF STATUS
OF DISCONNECT SWITCH.



11x17 SCALE: NTS

22x34 SCALE: NTS



11x17 SCALE: NTS

22x34 SCALE: NTS

11x17 SCALE: NTS

22x34 SCALE: NTS

11x17 SCALE: NTS

22x34 SCALE: NTS



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APPLICANT:



CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING
MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE
THAT THEY HAVE THE LATEST REVISION OF THE
CONSTRUCTION DOCUMENTS.

A	ISSUED FOR REVIEW	05/24/22
NO.	ISSUE OR REVISION	DATE

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 07

[NEAREST TO]
1400 OCEAN AVE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 05/24/22

DRAWING TITLE:

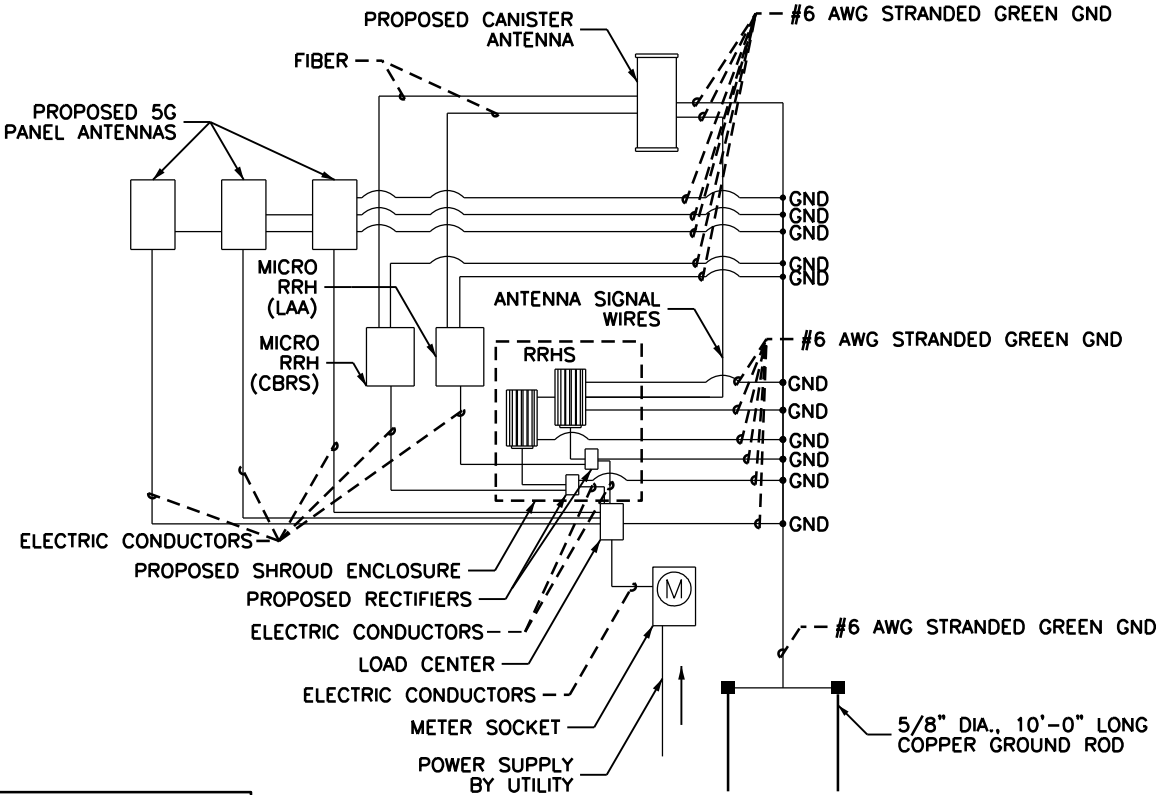
GROUNDING DETAILS

DRAWING NO.: PAGE NO.:

G1

Packet Pg. 227

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned



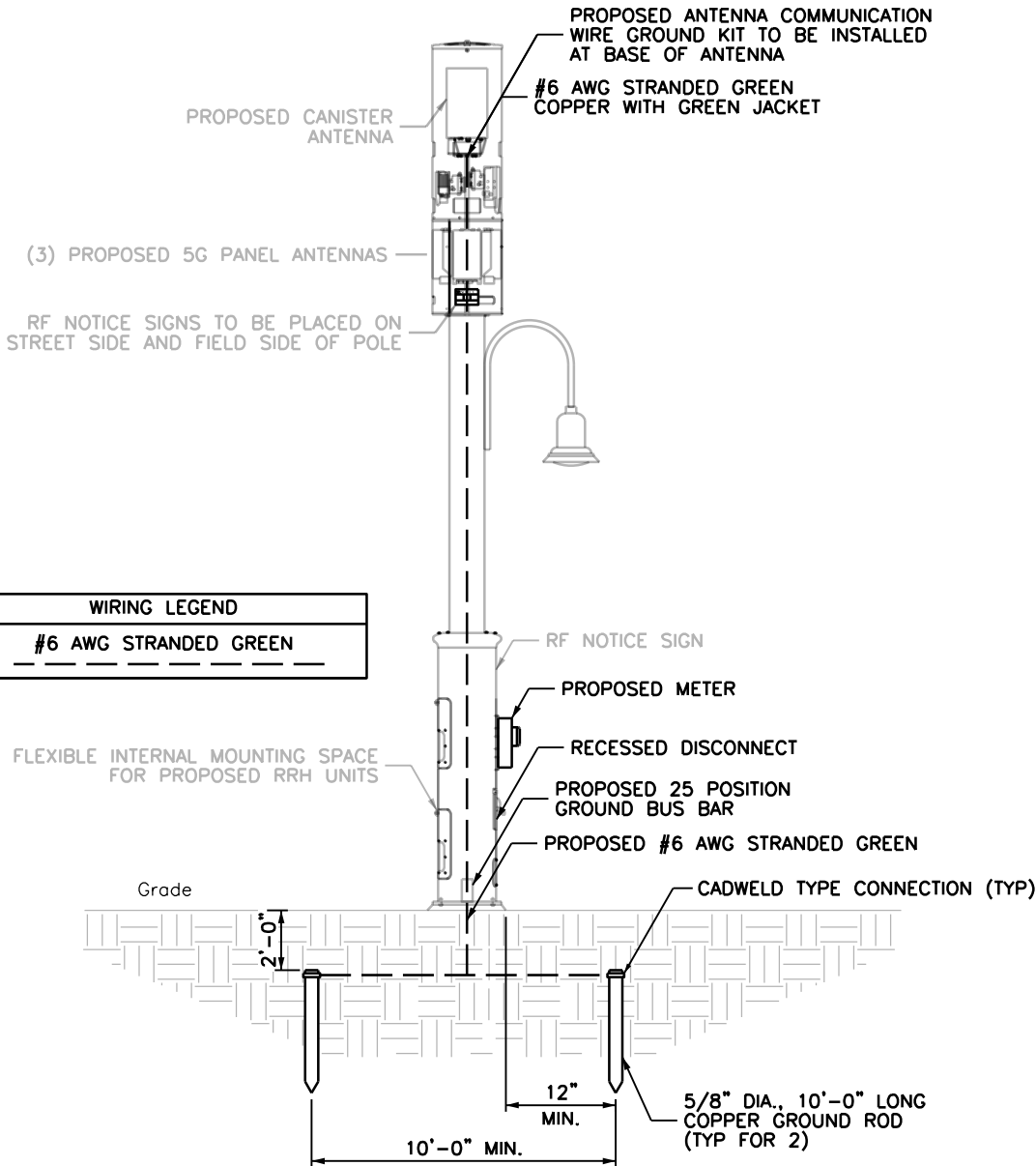
- CADWELD TYPE CONNECTION
- COMPRESSION TYPE CONNECTION

2 GENERAL WIRING DIAGRAM

11x17 SCALE: NTS 22x34 SCALE: NTS

GROUNDING NOTES:

- LICENSEE MUST PROVIDE SEPARATE GROUNDING FOR THEIR EQUIPMENT. LICENSEE WILL NOT BE ALLOWED TO ATTACH TO JCPL'S GROUNDING SYSTEM, EXCEPT FOR A REMOVABLE BONDING JUMPER NEAR THE BASE OF THE POLE. THE REMOVABLE BONDING JUMPER SHALL PERMIT TESTING OF EACH GROUND AND WHEN BONDED TOGETHER ASSURES THAT EACH GROUND IS AT THE SAME POTENTIAL POINT.
- GROUND RODS SHALL BE "COPPER WELD" STEEL, MINIMUM 5/8 INCH DIAMETER, AND 10 FOOT LENGTH WITH THE CAPABILITY TO ADD LENGTH IN ORDER TO DECREASED GROUND IMPEDANCE WHERE SUCH SOIL CONDITIONS REQUIRE IT.
- THE GROUND CONDUCTOR SHALL BE MEDIUM HARD DRAWN, SOLID, INSULATED NO. 6 AWG COPPER AND SHALL MEET THE REQUIREMENTS OF ASTM B2. THE GROUND CONDUCTOR INSULATION THICKNESS SHALL BE 60 MILS OF UNFILLED, BLACK, CROSS LINKED POLYETHYLENE, TESTED IN ACCORDANCE WITH ICEA S-66-524, SECTION 3.7. THE MANUFACTURER'S NAME AND THE YEAR OF MANUFACTURE SHALL BE IMPRINTED ON THE CONDUCTOR AT INTERVALS OF APPROXIMATELY ONE FOOT. LICENSEE'S GROUND CONDUCTOR SHALL BE CLEARLY IDENTIFIED WITH A BRASS TAG OR OTHER ACCEPTABLE MEANS, ATTACHED TO THE CONDUCTOR AT THE BASE OF THE POLE, INDICATING LICENSEE'S IDENTIFICATION.
- ALL CONNECTORS SHALL BE BRASS OF THE DESIGN THAT PERMITS CIRCUMFERENTIAL CLAMPING ON BOTH WIRE AND ROD.
- THE LICENSEE'S GROUNDING SYSTEM SHALL YIELD A GROUND RESISTANCE OF 25 OHMS OR LESS.
- ALL METALLIC PARTS OF THE INSTALLATION ON THE POLE SHALL BE BONDED TOGETHER AND GROUNDED TO THE LICENSEE'S GROUNDING SYSTEM.
- DISSIMILAR METAL CONNECTIONS MUST BE AVOIDED FOR ALL GROUNDING ATTACHMENTS MADE ALONG THE POLE.
- ALL GROUND WIRES THROUGH THE NEUTRAL ZONE DOWN TO THE BASE OF THE POLE, ON SECONDARY POLES, SHALL BE COVERED WITH NON-METALLIC HEAVY WALL MOLDING TO PROVIDE PHYSICAL PROTECTION AND SECURED WITH STAPLES.



WIRING LEGEND

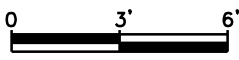
#6 AWG STRANDED GREEN

3 GROUNDING NOTES

11x17 SCALE: NTS 22x34 SCALE: NTS

1 GROUNDING DETAILS

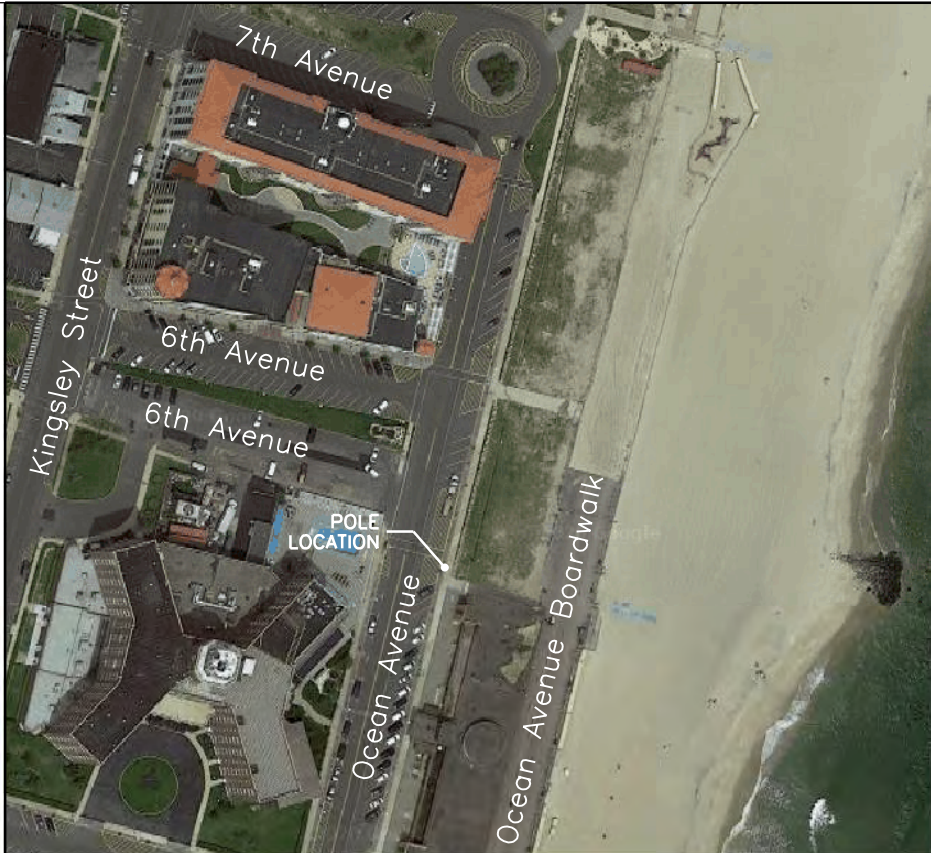
11x17 SCALE: 3/16" = 1'-0" 22x34 SCALE: 3/8" = 1'-0"





SITE NAME:
ASBURY PARK BOARDWALK 08

SITE LOCATION:
[NEAREST TO] 1470 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY



APPLICABLE BUILDING CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
[INTERNATIONAL BUILDING CODE (IBC), 2018 AS ADOPTED BY NEW JERSEY]

ELECTRICAL CODE:
[NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 - 2017, NATIONAL ELECTRICAL CODE, AS ADOPTED BY NEW JERSEY]

LIGHTNING PROTECTION CODE:
[NFPA 780 - 2006, LIGHTNING PROTECTION CODE]

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST APPROVED OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, FIFTEENTH EDITION, AISC 360, SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS

TIA-222-H, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES, TIA 607 COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

AMERICAN WELDING SOCIETY (AWS) D1.1 (2004), STRUCTURAL WELDING CODE - STEEL

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE C2 NATIONAL ELECTRIC SAFETY CODE (NEC) 2012

TELCORDIA GR-1275 GENERAL INSTALLATION REQUIREMENTS

AMERICAN ASSOCIATION OF STATE AND HIGHWAY TRANSPORTATION OFFICIAL (AASHTO) ROADSIDE DESIGN GUIDE, 4TH EDITION AND ROADWAY LIGHTING DESIGN GUIDE.

THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION (DOT) DESIGN MANUAL 2015

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

PROJECT SUMMARY:

SITE NAME: ASBURY PARK BOARDWALK 08

NEAREST TO: 1470 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

APPLICANT/OWNER: VERIZON NEW JERSEY, INC
657 FLORIDA GROVE RD.
HOPE LAWN, NJ 08861

TELCO PROVIDER: VERIZON

ELECTRIC PROVIDER: JCP&L

APPLICANT: SMSA PARTNERSHIP
D/B/A VERIZON WIRELESS
180 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07921

LATITUDE: 40.225476N (NAD83)
LONGITUDE: 73.998525W (NAD83)
ELEVATION: 10' (NAVD 88)

POLE NUMBER: N/A

ROW OWNER: MUNICIPAL

BLOCK AND LOT: N/A [IN R.O.W.] (NEAREST TO 4502/1.21)

POLE TYPE: CONCEALFAB

ENGINEER: COLLEEN CONNOLLY
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

ENGINEERING CONTACT: ANTHONY REKOSIK
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

APPROVALS

		APPROVED	APPROVED AS NOTED	DISAPPROVED/ REVISE
CONSTRUCTION MANAGER:	DATE	☐	☐	☐
RF ENGINEER:	DATE	☐	☐	☐
PROJECT MANAGER:	DATE	☐	☐	☐
APPLICANT:	DATE	☐	☐	☐
APPLICANT AGENT:	DATE	☐	☐	☐
SITE OWNER/OWNER REP:	DATE	☐	☐	☐

SCOPE OF WORK:

- INSTALLATION OF (4) PROPOSED ANTENNAS AND (2) RRH UNITS ON A REPLACEMENT CONCEALFAB POLE.
- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
- FACILITY HAS NO PLUMBING OR REFRIGERANTS
- THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REGULATORY REQUIREMENTS
- ALL NEW MATERIAL SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR UNLESS NOTED OTHERWISE. CABINETS, ANTENNAS/RRU AND CABLES FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR
- ASSOCIATED AC POWER TELECOMMUNICATION AND RF CABLING

FLOOD ZONE:

MAP NUMBER: 34025C0351F

FLOOD ZONE TYPE: VE

BASE FLOOD ELEVATION: 10'

LOCATION MAP
NOT TO SCALE

DWG.	DWG. TITLE
C1	COVER PAGE
GN1	GENERAL NOTES
S1	SITE PLAN AND ELEVATION
S2	STRUCTURAL DETAILS
S3	DETAILS
S4	DETAILS
S5	ONE LINE DIAGRAMS
G1	GROUNDING DETAILS

(TYPICAL DRAFTING STANDARDS FOR ALL SHEETS)

Existing	Light, Upper And Lower Case Lettering When Labeling Existing Features
PROPOSED	BOLD, UPPER CASE LETTERING WHEN LABELING PROPOSED FEATURES
	Light Lines Represent Existing Features
	DARK LINES REPRESENT PROPOSED FEATURES



3.D.15.c

Shelbourne at Hunterdon
53 Frontage Road, Suite 260
Hampton, NJ 08827
Ph 908.323.2513 Fax 908.323.2525

COLLEEN CONNOLLY
NJ PROFESSIONAL ENGINEER #24GE04133700

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MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

COVER PAGE

DRAWING NO.: PAGE NO.:

C1

Packet Pg. 228

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. SCHERER DESIGN GROUP HAS NO RESPONSIBILITY FOR OR CONTROL OVER SAFETY AT ANY TIME.
2. THE NOTES CONTAINED HEREIN ARE NOT PROJECT SPECIFIC. THE CONTRACTOR SHALL UTILIZE ALL THE NOTES WHICH PERTAIN TO THE WORK DEPICTED IN THIS DOCUMENT.
3. THE CONTRACTORS SHALL CONTACT SDG TO VERIFY THAT THEY HAVE BEEN ISSUED THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS PRIOR TO THE START OF CONSTRUCTION.
4. ALL DIMENSIONS AND INFORMATION SHOWN IN THE DRAWINGS ARE APPROXIMATE, DERIVED FROM LIMITED FIELD OBSERVATIONS, MADE FOR THIS PROJECT BY THE CONTRACTOR. DETAILED INFORMATION WAS COLLECTED FOR SPECIFIC WORK AREAS, WHERE NOTED. THIS INFORMATION IS TO BE USED FOR THE WORK SHOWN ON THESE PLANS ONLY.
5. UNLESS SPECIFICALLY REQUESTED BY THE CLIENT OR REQUIRED TO PROCEED WITH THE CREATION OF THE CONSTRUCTION DOCUMENTS, STRUCTURAL PROBES HAVE NOT BEEN PERFORMED. UTILITY POLE AND ASSOCIATED HARDWARE CONFIGURATION AND CONDITION NOT OTHERWISE VISIBLE BENEATH SURFACE FINISHES, MAY VARY AND SHALL BE CONFIRMED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES, WHETHER IN CONFIGURATION OR CONDITION SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP.
6. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & FIELD CONDITIONS PRIOR TO THE START OF CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP. THE CONSEQUENCES OF PROCEEDING WITH CONSTRUCTION AFTER DISCOVERING A FIELD CONDITION DISCREPANCY AND WITHOUT THE APPROVAL OR RECOMMENDATIONS OF SCHERER DESIGN GROUP, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
8. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PERMITS AND INSPECTIONS TO COMPLETE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL INSPECTIONS REQUIRED BY THE AUTHORITY HAVING JURISDICTION, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL, PLUMBING, FIRE PROTECTION AND STRUCTURAL.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY SCHERER DESIGN GROUP OF CONSTRUCTION STAGES WHICH REQUIRE SPECIAL OR CONTROLLED INSPECTIONS WITH A MINIMUM OF 48 HOURS (BUSINESS DAYS) NOTICE. THESE INSPECTIONS INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE REINFORCEMENT, CONCRETE POURING, STRUCTURAL STEEL ERECTION/BOLTING, WELDING AND THE INSTALLATION OF EPOXY ANCHORS. FAILURE TO COORDINATE THESE INSPECTIONS WITH SCHERER DESIGN GROUP MAY PROHIBIT SIGNOFF WITH THE AUTHORITY HAVING JURISDICTION.
10. SCHERER DESIGN GROUP HAS NOT PERFORMED AN INSPECTION FOR HAZARDOUS MATERIALS. THESE DRAWINGS ARE NOT MEANT TO DEPICT OR IMPLY THE PRESENCE OR ABSENCE OF SUCH MATERIALS WITHIN THE PROPOSED WORK AREAS.
11. TRUE NORTH SHALL BE DETERMINED BY CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR PROPER AZIMUTH ALIGNMENT.
12. THE CONTRACTOR SHALL CONTACT THE TELECOMMUNICATIONS CARRIER TO ACQUIRE THE LATEST RF DATA SHEET PRIOR TO THE START OF CONSTRUCTION. RF INFORMATION ISSUED BY THE TELECOMMUNICATIONS CARRIER SUPERSEDES INFORMATION CONTAINED HEREIN. CONTACT SCHERER DESIGN GROUP IMMEDIATELY IF DESIGN CHANGES ARE REQUIRED.
13. ROUTING IS DIAGRAMMATIC AND CONTRACTOR IS TO UTILIZE BEST POSSIBLE ROUTING TO EXPEDITE CONSTRUCTION PROCESS. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING FIELD CHANGES WITH THE AHJ AND JCP&L.
14. ALL DISTURBED AREAS SHALL BE RESTORED TO THEIR PREVIOUS CONDITION UPON COMPLETION OF EACH PHASE OF WORK.
15. CONTRACTOR SHALL KEEP SITE CLEAN AND ORDERLY AT ALL TIMES.
16. GROUNDING INSTALLATION TO BE COMPLETED IN ONE SHIFT. CONTRACTOR IS RESPONSIBLE FOR PEDESTRIAN PROTECTION AROUND TRENCH.
17. CONTRACTOR SHALL COORDINATE WITH THE AUTHORITY HAVING JURISDICTION OF THE ADJACENT ROADWAY TO DETERMINE IF PERMITS ARE REQUIRED TO WORK IN THE RIGHT OF WAY AND IF TRAFFIC CONTROL IS REQUIRED. CONTRACTOR SHALL OBTAIN AND COMPLY WITH ANY REQUIRED PERMITS.

MATERIAL NOTES:

1. ALL EQUIPMENT, CONDUCTORS, AND DEVICES SHALL COMPLY WITH NESC (LATEST EDITION) REQUIREMENTS, FCC APPROVALS, AND LOCAL UTILITY SPECIFICATIONS.
2. ALL EQUIPMENT, RACEWAY, CABLES, AND CONDUCTORS SHALL BE PROPERLY ATTACHED TO THE UTILITY POLE OR LIGHTING FIXTURE PER NESC REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS
3. ALL GROUNDS SHALL BE IN ACCORDANCE WITH NESC REQUIREMENTS AND JCP&L SPECIFICATIONS. GROUND CONDUCTORS SHALL NOT BE SMALLER THAN #6 AWG COPPER, UNLESS OTHERWISE SPECIFIED
4. BOLT HOLES SHALL BE PUNCHED OR DRILLED. FLAME CUT HOLES ARE NOT ACCEPTABLE.
5. INSTALL ALL EQUIPMENT AND DEVICES PLUMB AND LEVEL, ACCURATELY FITTED, AND FREE FROM DISTORTIONS AND/OR DEFECTS NOT TO CAUSE ANY INCREASED HAZARD TO THE GENERAL PUBLIC OR TO TRAFFIC FLOW
6. NOTIFY JCP&L PRIOR TO FIELD CUTTING OR MODIFYING APPROVED EQUIPMENT.
7. ALL BOLTS, ANCHORS, AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 - ZINC COATING (HOT-DIP) OR IRON AND STEEL HARDWARE.
8. ALL ELECTRICAL EQUIPMENT SHALL BE HOUSED IN NEMA 3R ENCLOSURES.

CONCRETE AND REINFORCING STEEL NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE PROJECT SPECIFICATIONS.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE
3. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60. DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS.

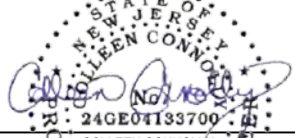
CONCRETE CAST AGAINST EARTH.....	3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER	
#6 AND LARGER.....	2 IN.
#5 AND SMALLER & WWF.....	1 1/2IN.
CONCRETE NOT EXPOSED TO EARTH OR WEATHER	
OR NOT CAST AGAINST THE GROUND.	
SLAB AND WALL.....	3/4 IN.
BEAMS AND COLUMNS.....	1 1/2 IN.
5. A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
6. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S WRITTEN RECOMMEND PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE. EXPANSION BOLTS SHALL BE PROVIDED BY RAMSET/REDHEAD OR APPROVED EQUAL.

OPERATIONAL SAFETY PROCEDURES

1. INTERFERENCE WITH ANY JCP&L COMMUNICATION OR DISTRIBUTION AUTOMATION RADIO SYSTEM WILL NOT BE PERMITTED. THE RADIO SYSTEM IS THE PRIMARY COMMUNICATION FOR EMPLOYEES OF JCP&L AND IS ESSENTIAL FOR RESPONSE TO EMERGENCIES. THIS NON-INTERFERENCE CLAUSE SHALL APPLY EVEN IF THE JCP&L RADIO EQUIPPED VEHICLE OR HANDHELD UNIT IS TEMPORARILY LOCATED NEAR THE ANTENNA SYSTEM WHILE PERFORMING WORK.
2. THE LICENSEE IS RESPONSIBLE FOR PLACING A SIGN ON THE POWER SUPPLY INDICATING A 24 HOUR CONTACT TELEPHONE NUMBER IN CASE OF EMERGENCY. THE PHONE NUMBER MUST BE VISIBLE FROM THE GROUND AND THE SIGN MUST BE MADE FROM A NON-METALLIC, EASILY READABLE, ULTRA VIOLET (UV) RESISTANT MATERIAL.
3. A NOTICE SIGN IS TO BE PLACED ON THE POWER SUPPLY BY THE LICENSEE REGARDING RF EMISSIONS IN ACCORDANCE WITH IEEE C95.2-2005, VIZ: 29 C.F.R.OSHA § 1910.268(p)(2), AND CONSISTENT WITH THE REQUIREMENTS OUTLINED IN THE RF STUDY INCLUDED WITH THIS SUBMITTAL.
4. THE LICENSEE'S POWER SUPPLY MUST BE EQUIPPED WITH AN EXTERNAL, PADLOCK-ABLE, AC/BATTERY COMBO, DISCONNECT SWITCH BETWEEN THE POWER SOURCE AND THE TRANSCIEVER. THE LICENSEE'S PADLOCK-ABLE, AC/BATTERY, DISCONNECT SWITCH MUST CUTOFF AC POWER TO THE TRANSCIEVER AND BACKUP BATTERY POWER (IF APPLICABLE). THE POWER SUPPLY/TRANSCIEVER CABINET WILL BE EQUIPPED WITH AN EXTERNAL INDICATOR LIGHT AND A PROVISIONAL TEST POINT THAT WILL VERIFY THE ANTENNA SYSTEM HAS BEEN RENDERED INOPERABLE. ALL ASPECTS OF THE TOTAL INSTALLATION SHALL BE IN ADHERENCE TO CURRENT EDITIONS OF BOTH THE NESCS AND THE NEC.



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ASBURY PARK BOARDWALK 08

[NEAREST TO]
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SDG PROJECT #: 19VSC030

SCALE: AS NOTED

DATE: 02/19/21

DRAWING TITLE:

GENERAL NOTES

DRAWING NO.:

PAGE NO.:

GN1

NEW JERSEY
ALLEN CONNOY
PRO. 24GE04133700

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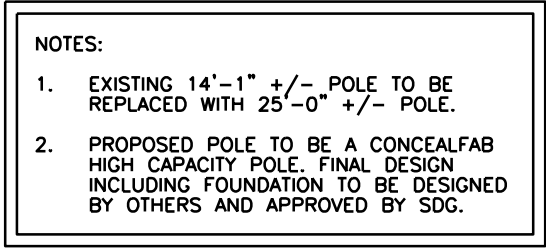
SCALE: AS NOTED | DATE: 02/19/21

SITE PLAN AND ELEVATION

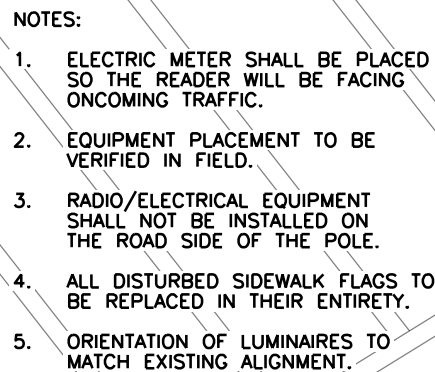
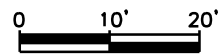
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S1

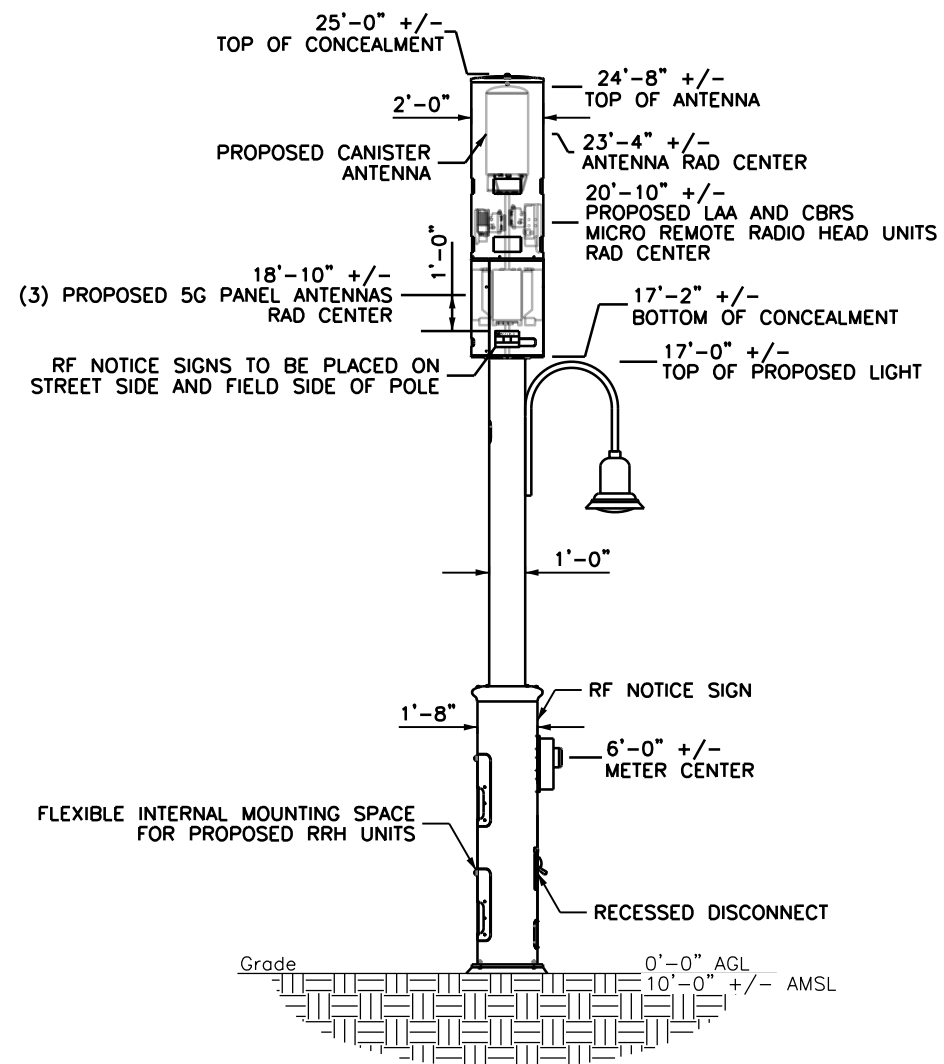
Packet Pg. 230



11x17 SCALE: 3/64" = 1'-0" 22x34 SCALE: 3/32" = 1'-0"



11x17 SCALE: 3/16" = 1'-0"	22x34 SCALE: 3/8" = 1'-0"
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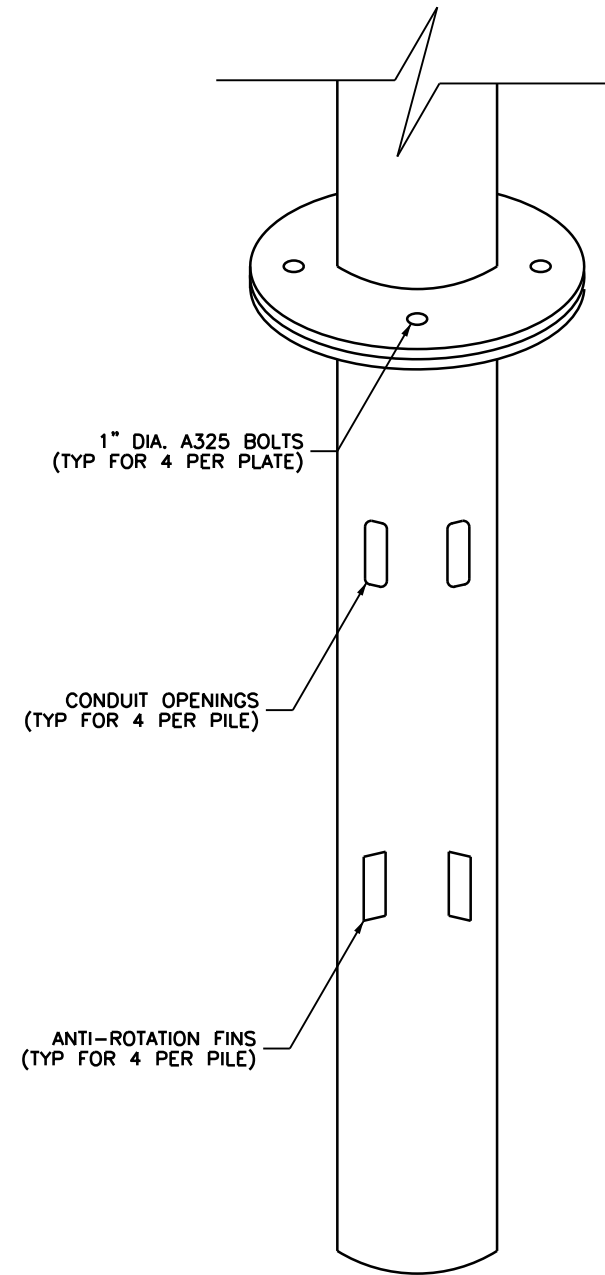
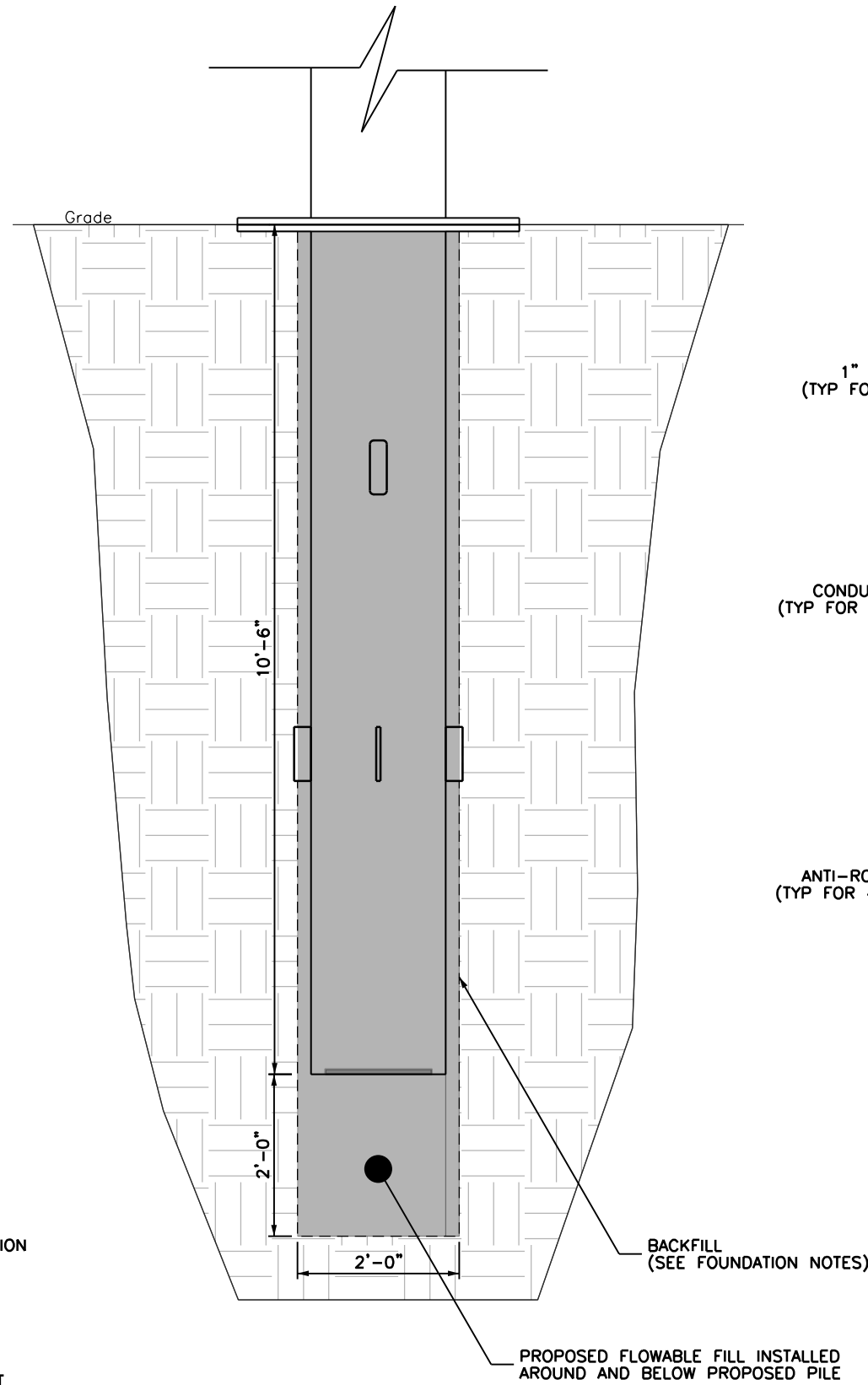
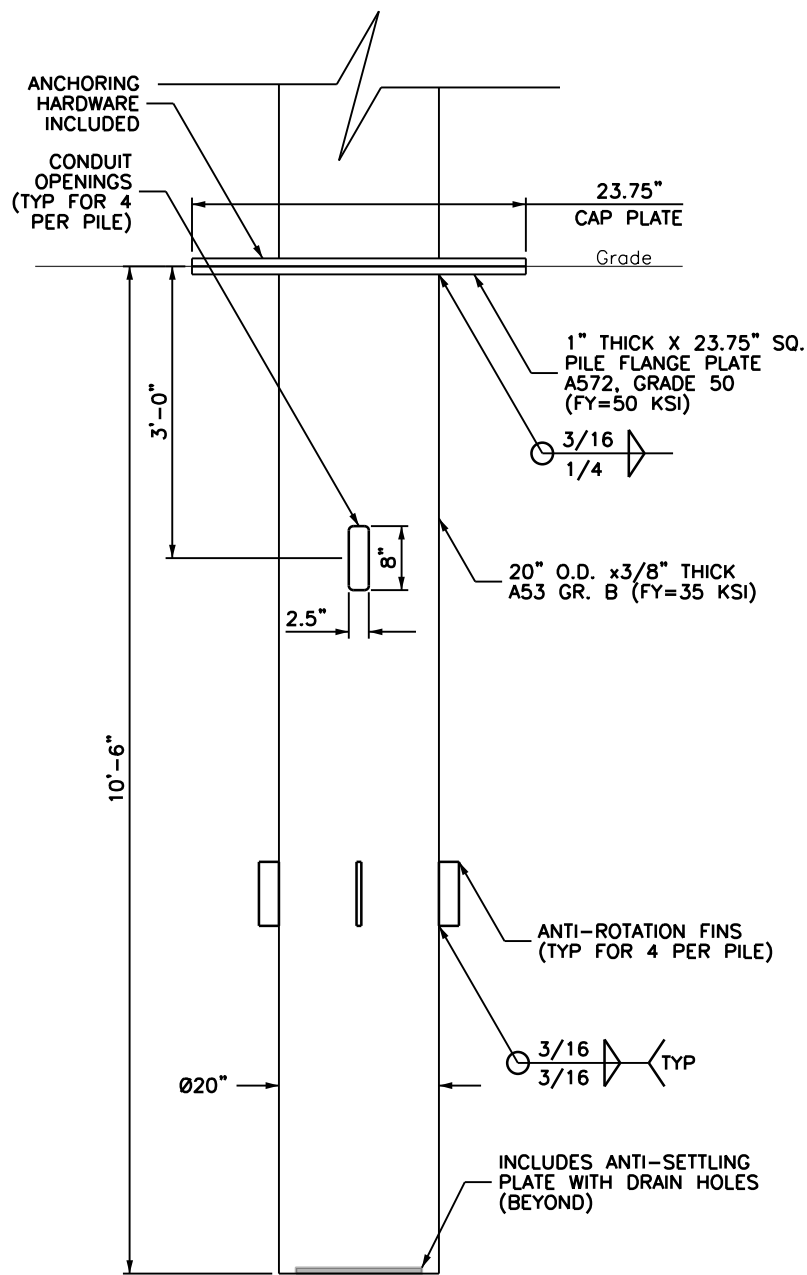
DRAWING TITLE:

FOUNDATION DETAIL

DRAWING NO.: PAGE NO.:

S2

Packet Pg. 231

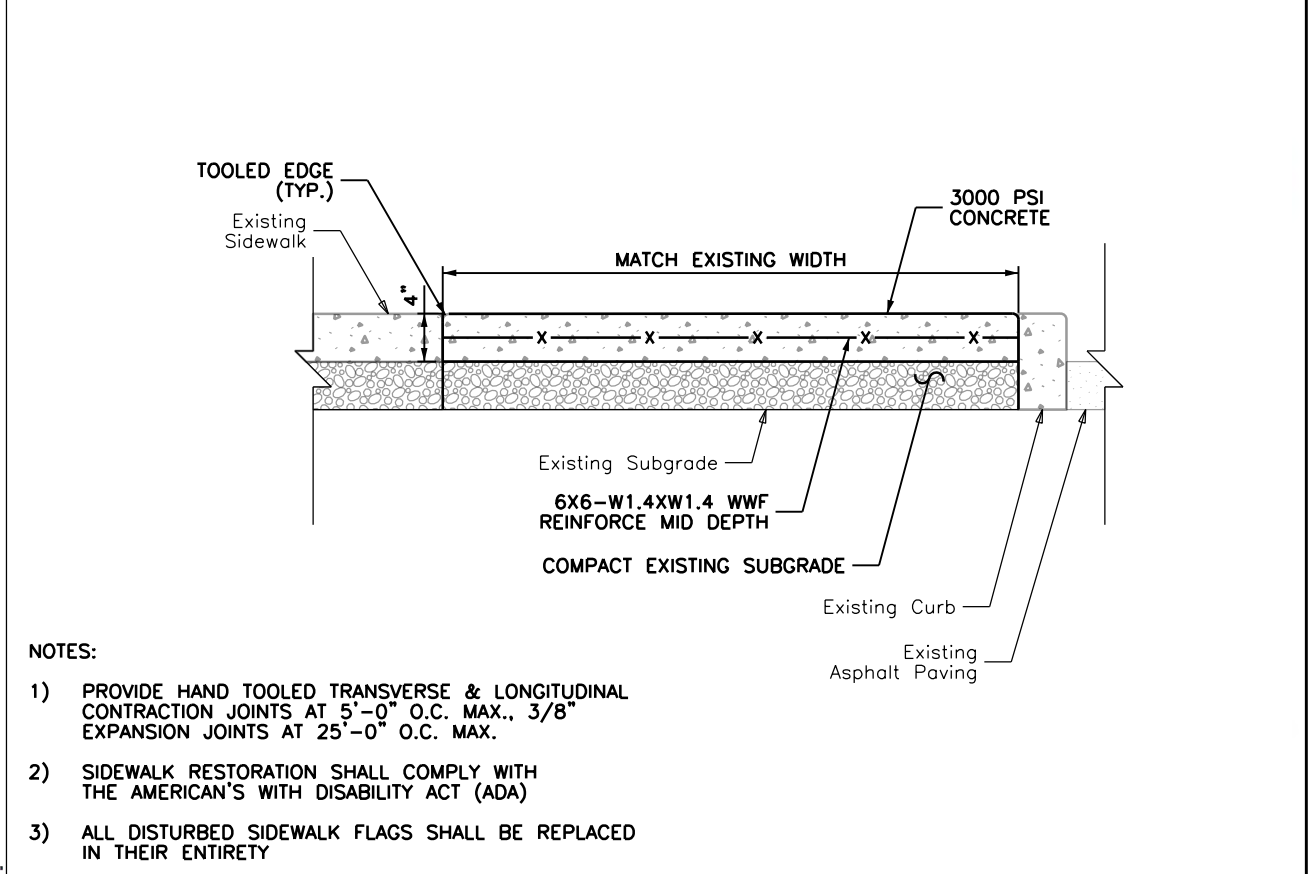
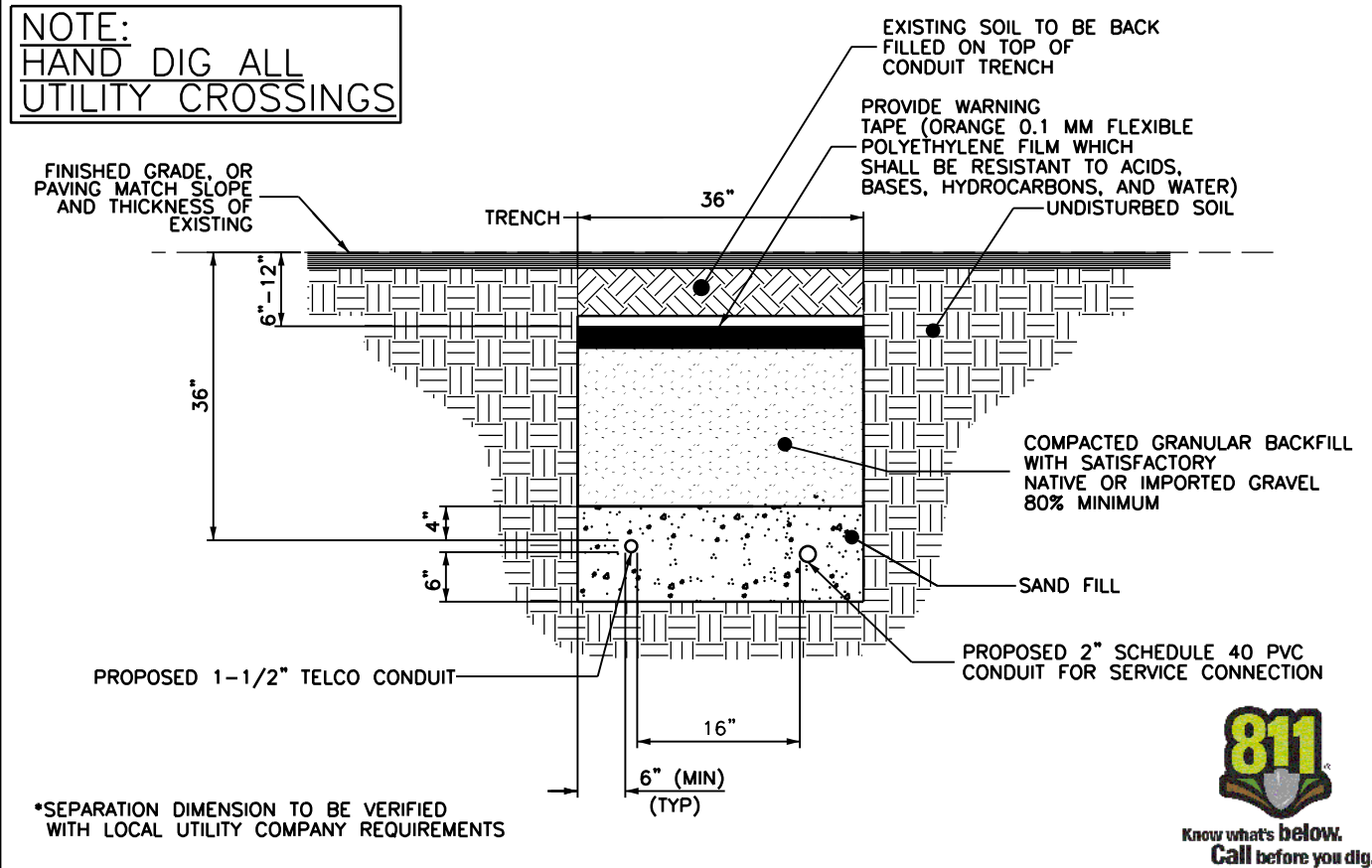


NOTES:

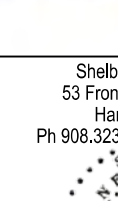
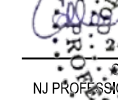
- FOUNDATION DESIGN FROM POLE ANALYSIS AND FOUNDATION DESIGN STRUCTURAL CALCULATION PROVIDED BY CONCEALFAB DATED 01/27/2022.
- CONTRACTOR SHALL HIRE A GEOTECHNICAL ENGINEER TO VERIFY ON-SITE CONDITIONS MEET ASSUMED CONDITIONS AS A MINIMUM. IF CONDITIONS ARE NOT ACCEPTABLE, NOTIFY THE ENGINEER ON RECORD FOR A REVISED FOUNDATION DESIGN, AND PROVIDE GEOTECHNICAL RECOMMENDATIONS TO THE ENGINEER ON RECORD.
- STEEL FOUNDATION INCLUDES A GALVANIZED COATING WITH A DURABLE POLYUREA TOP COAT.
- BACKFILL IN THE ANNULAR SPACE AROUND THE EMBEDDED PILE SHALL COMPLY WITH IBC SECTION 1807.7 AND SHALL BE ONE OF THE FOLLOWING:
 - FLOWABLE FILL (CONTROLLED LOW-STRENGTH MATERIAL) PLACED IN ACCORDANCE WITH NJDOT STANDARD SPECIFICATIONS SECTION 652.03.01H. MATERIAL SHALL COMPLY WITH NJDOT STANDARD SPECIFICATIONS SECTION 903.09.
 - WELL GRADED NJDOT-APPROVED BROKEN STONE WITH A MAXIMUM DIAMETER OF 3/4". COMPACT FILL IN 8" LIFTS. BROKEN STONE SHALL MEET THE REQUIREMENTS OF NJDOT STANDARD SPECIFICATIONS SECTION 901.03.01 AND TABLE 01.03.01-1

- CONTRACTOR TO INSTALL ALL PROPOSED CONDUITS PRIOR TO BACKFILLING.
- IF CAVING OCCURS OR IF THE PILE WILL NOT BE IMMEDIATELY SET AFTER AUGURING, THE CONTRACTOR SHALL PROVIDE AND INSERT A STEEL OR CORRUGATED PLASTIC SLEEVE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS AND METHODS OF FOUNDATION INSTALLATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE STABILITY OF EXCAVATION AND PROTECTING ADJACENT STRUCTURES.
- PROPOSED PILE DOES NOT REQUIRE FILL WITHIN THE PILE CAVITY.

NOTE:
HAND DIG ALL
UTILITY CROSSINGS



1	TRENCHING DETAIL		2	SIDEWALK DETAIL	
11x17 SCALE: NTS	22x34 SCALE: NTS		11x17 SCALE: NTS	22x34 SCALE: NTS	

		
Shelbourne at Hunterdon 53 Frontage Road, Suite 260 Hampton, NJ 08827 Ph 908.323.2513 Fax 908.323.2525		
		
COLLEEN CONNOLLY NJ PROFESSIONAL ENGINEER # 24CE04133700		
IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DOCUMENT IN ANY WAY. SIGNATURE AND SEAL NOT VALID UNLESS ORIGINAL.		
APPLICANT:		
		
CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE THAT THEY HAVE THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS.		
3	LOCATION UPDATE	07/14/
2	DESIGN UPDATE	05/24/
1	RF UPDATE	07/06/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DATE
PROJECT TITLE:		
CONSTRUCTION DOCUMENT		
SITE NAME: ASBURY PARK BOARDWALK 08 [NEAREST TO] 1470 OCEAN AVENUE ASBURY PARK, NJ MONMOUTH COUNTY		
SDG PROJECT #: 19VSC030		
SCALE: AS NOTED	DATE: 02/19/21	
DRAWING TITLE:		
DETAILS		
DRAWING NO.:	PAGE NO.:	
S3	Packet Pg. 232	

NEW JERSEY
COLLEEN CONNOLLY
No. 1000
R. 24GE04133700

APPLICANT:



3	LOCATION UPDATE	07/14/
2	DESIGN UPDATE	05/24/
1	RF UPDATE	07/06.
0	ISSUED FOR CONSTRUCTION	02/19.
NO.	ISSUE OR REVISION	DAT

PROJECT TITLE:

CONSTRUCTION DOCUMENT

[NEAREST TO]
1470 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 02/19/21

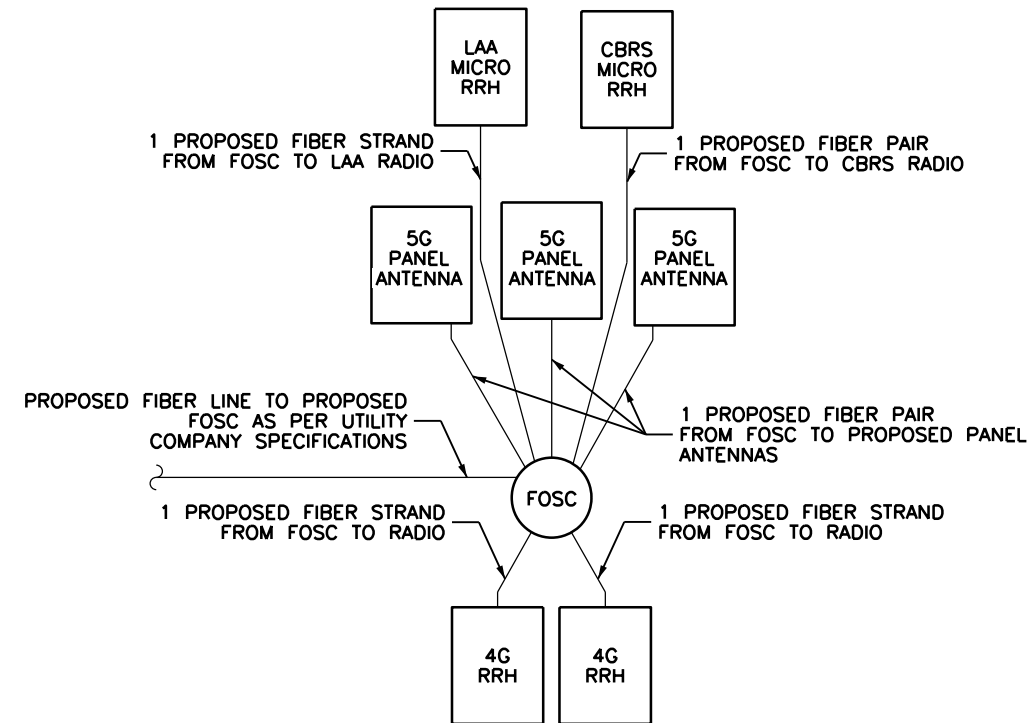
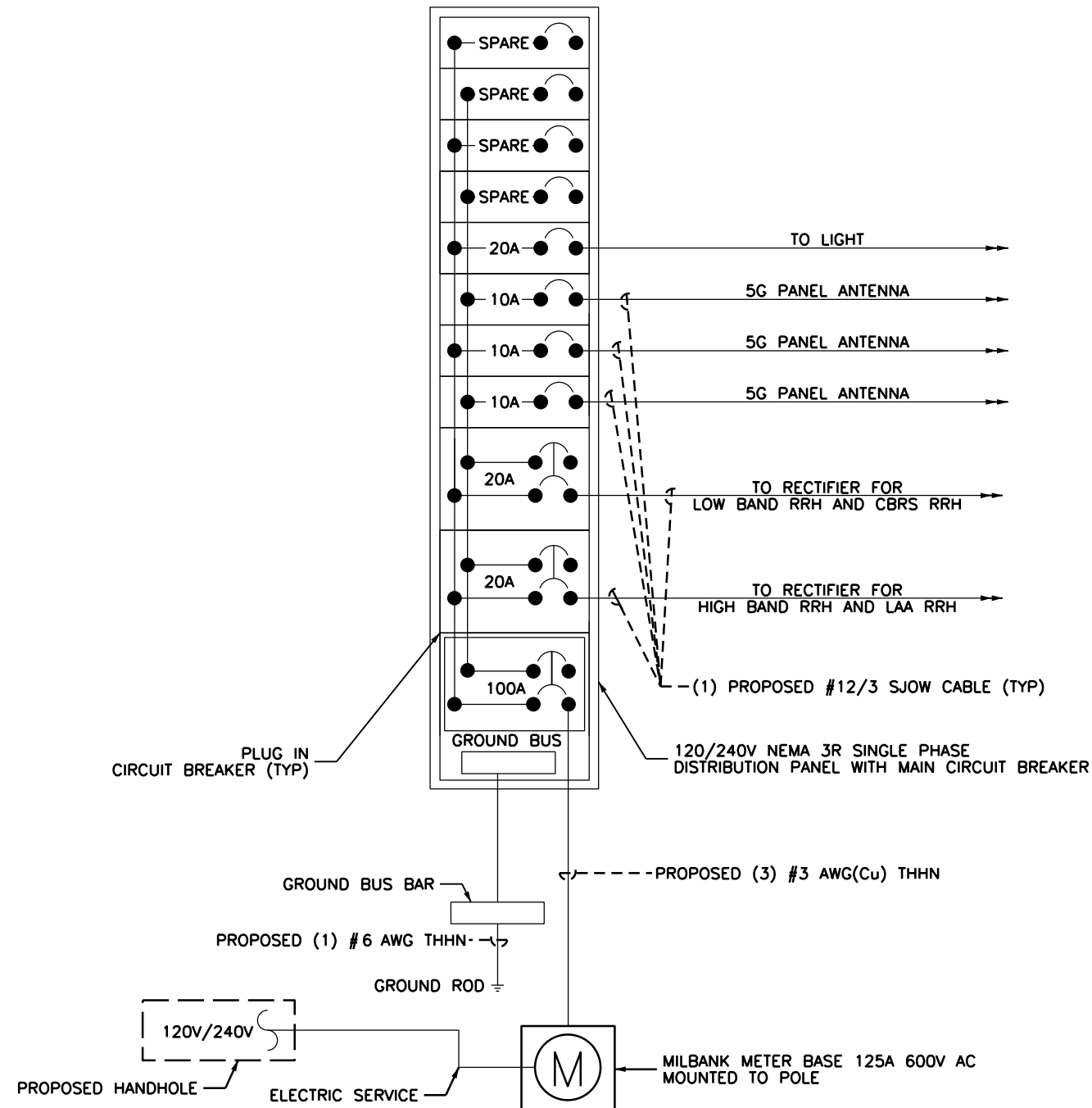
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ONE LINE DIAGRAMS

DRAWING NO.:	PAGE NO.:
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Packet Pg. 234

- 1) METER PAN, SERVICE DISCONNECT, AND LOAD CENTER SHALL BE LABELED WITH FAULT CURRENT WARNING AS PER NEC 2017.
- 2) SUPPORTING FAULT CURRENT CALCULATIONS MUST BE PERFORMED IN ACCORDANCE WITH NEC 110.24(A).
- 3) AISC RATING OF SERVICE DISCONNECT, LOAD CENTER, AND ALL CIRCUIT BREAKERS MUST COMPLY WITH FAULT CURRENT CALCULATIONS.
- 4) CONTRACTORS PERFORMANCE, WORKMANSHIP, AND MATERIALS SHALL COMPLY WITH LOCAL DEPARTMENTS AFFECTED BY CONNECTION OF SERVICES, OBTAIN AND PAY FOR ALL PERMITS. CONTRACTOR SHALL COMPLY WITH RULES AND REGULATIONS OF PUBLIC UTILITIES AND MUNICIPAL CONSTRUCTION CODES, NATIONAL ELECTRIC CODE AND/ OR ALL OTHER APPLICABLE CODES AND ORDINANCES.
- 5) ALL ELECTRICAL WORK TO BE PERFORMED BY A LICENSED ELECTRICIAN.



2	FIBER ONE LINE DIAGRAM
---	------------------------

11x17 SCALE: NTS

22x34 SCALE: NTS

RAYCAP
MODEL: RSx-EML-Z12MS-21NN
TYPE-3R LOAD CENTER
(OR APPROVED EQUAL)
DIMENSIONS (HxWxD): 14.87" X 9.10" X 6.05"
WEIGHT: 20.0 lbs
QUANTITY: 1
MAIN BREAKER SHORT
CIRCUIT RATING: 10kAIC



120VAC LED
INDICATOR LIGHT TO
SHOW ON/OFF STATUS
OF DISCONNECT SWITCH.

METER
MODEL: MILBANK U2272-RL-5T9-BL
DIMENSIONS (HxWxD): 18.5" X 10" X 4.8"



3	LOAD CENTER
---	-------------

11x17 SCALE: NTS

22x34 SCALE: NTS

4	METER SPECIFICATION
---	---------------------

11x17 SCALE: NTS

22x34 SCALE: NTS



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Hampton, NJ 08827
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STATE OF NEW JERSEY
COLLEEN CONNOLLY
NJ PROFESSIONAL ENGINEER # 24GE04133700
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APPLICANT:



CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE THAT THEY HAVE THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS.

3	LOCATION UPDATE	07/14/
2	DESIGN UPDATE	05/24/
1	RF UPDATE	07/06/
0	ISSUED FOR CONSTRUCTION	02/19/
NO.	ISSUE OR REVISION	DAT

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 08

[NEAREST TO]
1470 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

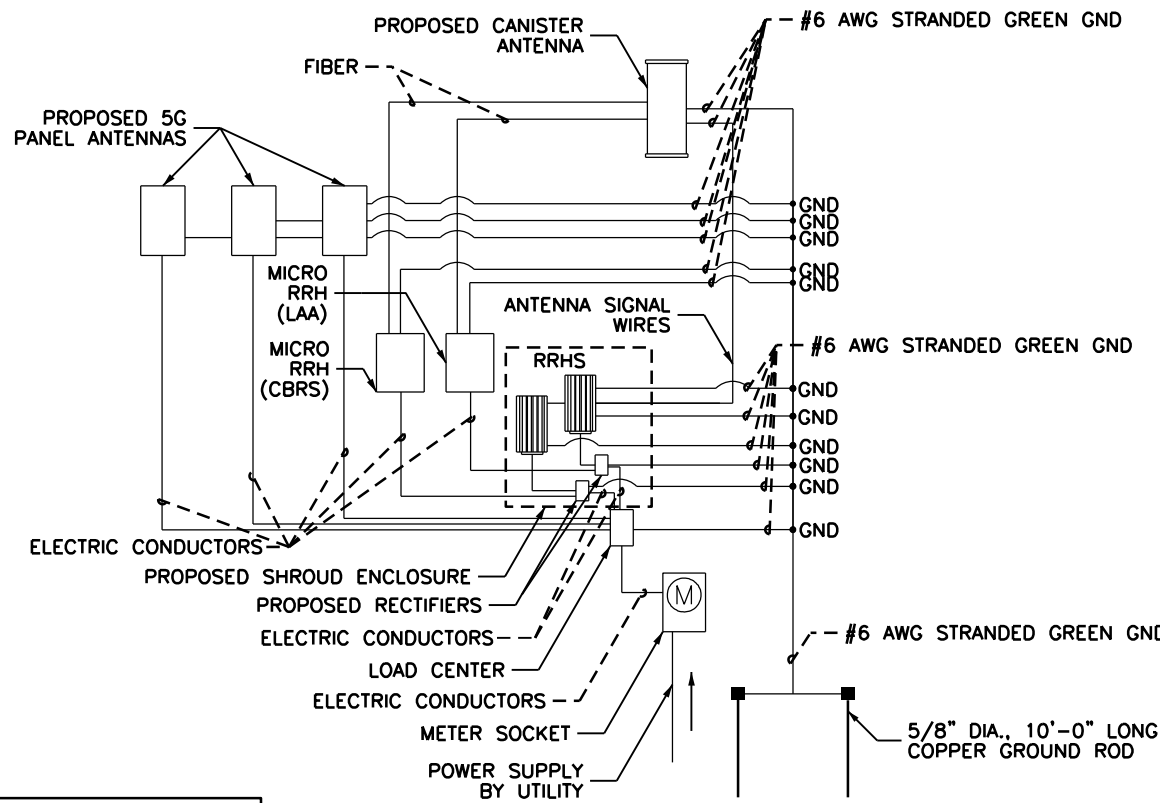
SCALE: AS NOTED DATE: 02/19/21

DRAWING TITLE:

GROUNDING DETAILS

DRAWING NO.: PAGE NO.:

G1 Packet Pg. 235



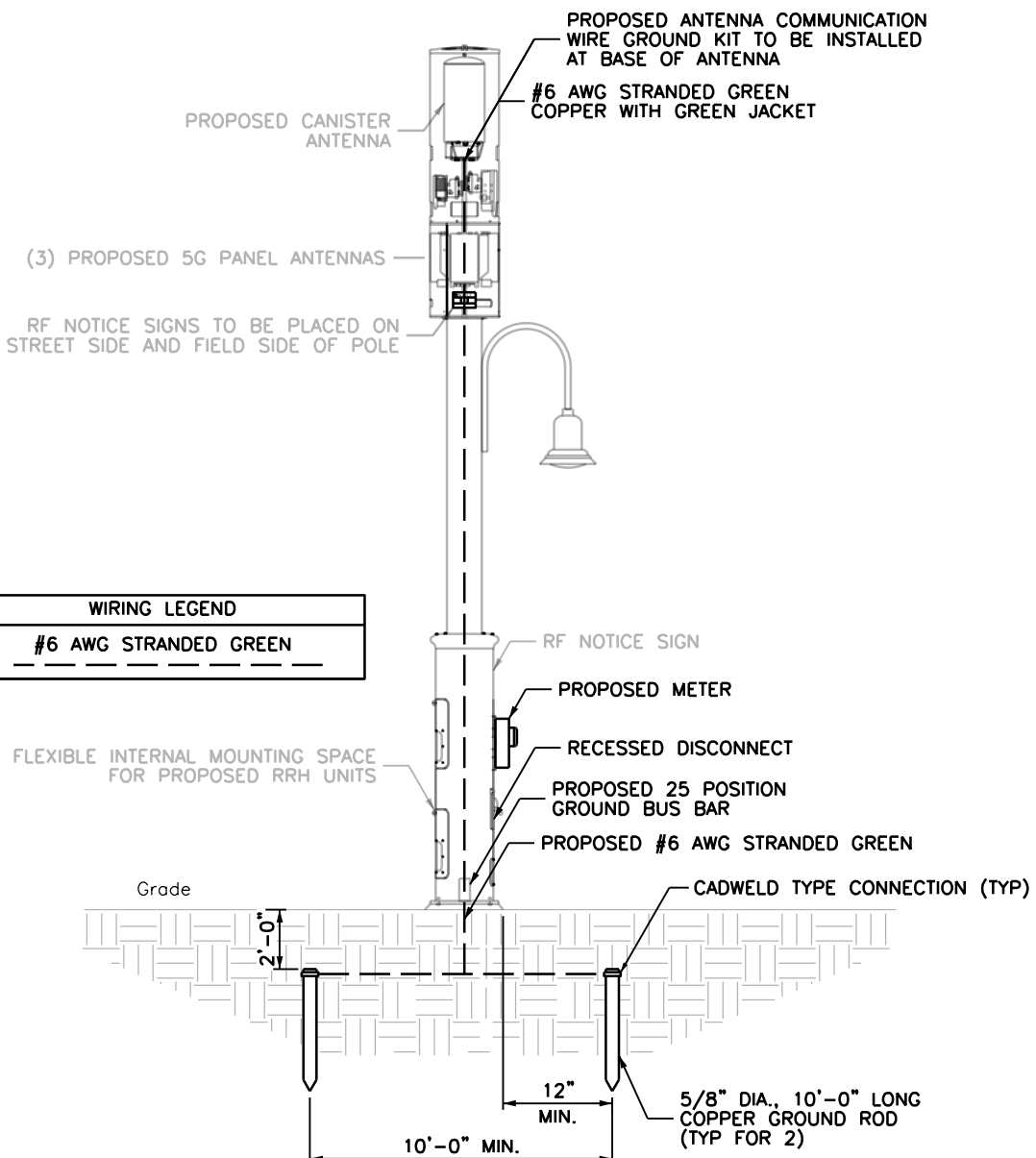
- CADWELD TYPE CONNECTION
- COMPRESSION TYPE CONNECTION

2 GENERAL WIRING DIAGRAM

11x17 SCALE: NTS 22x34 SCALE: NTS

GROUNDING NOTES:

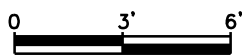
- LICENSEE MUST PROVIDE SEPARATE GROUNDING FOR THEIR EQUIPMENT. LICENSEE WILL NOT BE ALLOWED TO ATTACH TO JCPL'S GROUNDING SYSTEM, EXCEPT FOR A REMOVABLE BONDING JUMPER NEAR THE BASE OF THE POLE. THE REMOVABLE BONDING JUMPER SHALL PERMIT TESTING OF EACH GROUND AND WHEN BONDED TOGETHER ASSURES THAT EACH GROUND IS AT THE SAME POTENTIAL POINT.
- GROUND RODS SHALL BE "COPPER WELD" STEEL, MINIMUM 5/8 INCH DIAMETER, AND 10 FOOT LENGTH WITH THE CAPABILITY TO ADD LENGTH IN ORDER TO DECREASED GROUND IMPEDANCE WHERE SUCH SOIL CONDITIONS REQUIRE IT.
- THE GROUND CONDUCTOR SHALL BE MEDIUM HARD DRAWN, SOLID, INSULATED NO. 6 AWG COPPER AND SHALL MEET THE REQUIREMENTS OF ASTM B2. THE GROUND CONDUCTOR INSULATION THICKNESS SHALL BE 60 MILS OF UNFILLED, BLACK, CROSS LINKED POLYETHYLENE, TESTED IN ACCORDANCE WITH ICEA S-66-524, SECTION 3.7. THE MANUFACTURER'S NAME AND THE YEAR OF MANUFACTURE SHALL BE IMPRINTED ON THE CONDUCTOR AT INTERVALS OF APPROXIMATELY ONE FOOT. LICENSEE'S GROUND CONDUCTOR SHALL BE CLEARLY IDENTIFIED WITH A BRASS TAG OR OTHER ACCEPTABLE MEANS, ATTACHED TO THE CONDUCTOR AT THE BASE OF THE POLE, INDICATING LICENSEE'S IDENTIFICATION.
- ALL CONNECTORS SHALL BE BRASS OF THE DESIGN THAT PERMITS CIRCUMFERENTIAL CLAMPING ON BOTH WIRE AND ROD.
- THE LICENSEE'S GROUNDING SYSTEM SHALL YIELD A GROUND RESISTANCE OF 25 OHMS OR LESS.
- ALL METALLIC PARTS OF THE INSTALLATION ON THE POLE SHALL BE BONDED TOGETHER AND GROUNDED TO THE LICENSEE'S GROUNDING SYSTEM.
- DISSIMILAR METAL CONNECTIONS MUST BE AVOIDED FOR ALL GROUNDING ATTACHMENTS MADE ALONG THE POLE.
- ALL GROUND WIRES THROUGH THE NEUTRAL ZONE DOWN TO THE BASE OF THE POLE, ON SECONDARY POLES, SHALL BE COVERED WITH NON-METALLIC HEAVY WALL MOLDING TO PROVIDE PHYSICAL PROTECTION AND SECURED WITH STAPLES.



WIRING LEGEND
#6 AWG STRANDED GREEN

1 GROUNDING DETAILS

11x17 SCALE: 3/16" = 1'-0" 22x34 SCALE: 3/8" = 1'-0"



3 GROUNDING NOTES

11x17 SCALE: NTS 22x34 SCALE: NTS



SITE NAME:
ASBURY PARK BOARDWALK 10

SITE LOCATION:
[NEAREST TO] 1501 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY



LOCATION MAP
NOT TO SCALE

APPLICABLE BUILDING CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
[INTERNATIONAL BUILDING CODE (IBC), 2018 AS ADOPTED BY NEW JERSEY]

ELECTRICAL CODE:
[NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 - 2017, NATIONAL ELECTRICAL CODE, AS ADOPTED BY NEW JERSEY]

LIGHTNING PROTECTION CODE:
[NFPA 780 - 2006, LIGHTNING PROTECTION CODE]

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST APPROVED OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, FIFTEENTH EDITION, AISC 360, SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS

TIA-222-H, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES, TIA 607 COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

AMERICAN WELDING SOCIETY (AWS) D1.1 (2004), STRUCTURAL WELDING CODE - STEEL

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE C2 NATIONAL ELECTRIC SAFETY CODE (NEC) 2012

TELCORDIA GR-1275 GENERAL INSTALLATION REQUIREMENTS

AMERICAN ASSOCIATION OF STATE AND HIGHWAY TRANSPORTATION OFFICIAL (AASHTO) ROADSIDE DESIGN GUIDE, 4TH EDITION AND ROADWAY LIGHTING DESIGN GUIDE.

THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION (DOT) DESIGN MANUAL 2015

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

PROJECT SUMMARY:

SITE NAME: ASBURY PARK BOARDWALK 10

NEAREST TO: 1501 OCEAN AVENUE
ASBURY PARK, NJ
MONMOUTH COUNTY

APPLICANT/OWNER: VERIZON NEW JERSEY, INC
657 FLORIDA GROVE RD.
HOPE LAWN, NJ 08861

TELCO PROVIDER: VERIZON

ELECTRIC PROVIDER: JCP&L

APPLICANT: SMSA PARTNERSHIP
D/B/A VERIZON WIRELESS
180 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07921

LATITUDE: 40.226886N (NAD83)
LONGITUDE: 73.998078W (NAD83)
ELEVATION: 8' (NAVD 88)

POLE NUMBER: N/A

ROW OWNER: MUNICIPAL

BLOCK AND LOT: N/A [IN R.O.W.] (NEAREST TO 4202/1)

POLE TYPE: CONCEALFAB

ENGINEER: COLLEEN CONNOLLY
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

ENGINEERING CONTACT: ANTHONY REKOSIK
SCHERER DESIGN GROUP, LLC
53 FRONTAGE ROAD, SUITE 260
HAMPTON, NJ 08827
(908) 323-2513

APPROVALS

		APPROVED	APPROVED AS NOTED	DISAPPROVED/ REVISE
CONSTRUCTION MANAGER:	DATE	☐	☐	☐
RF ENGINEER:	DATE	☐	☐	☐
PROJECT MANAGER:	DATE	☐	☐	☐
APPLICANT:	DATE	☐	☐	☐
APPLICANT AGENT:	DATE	☐	☐	☐
SITE OWNER/OWNER REP:	DATE	☐	☐	☐

SCOPE OF WORK:

- INSTALLATION OF (4) PROPOSED ANTENNAS AND (2) RRH UNITS ON A CONCEALFAB POLE
- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
- FACILITY HAS NO PLUMBING OR REFRIGERANTS
- THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REGULATORY REQUIREMENTS
- ALL NEW MATERIAL SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR UNLESS NOTED OTHERWISE. CABINETS, ANTENNAS/RRU AND CABLES FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR
- ASSOCIATED AC POWER TELECOMMUNICATION AND RF CABLING

FLOOD ZONE:

MAP NUMBER: 34025C0351F

FLOOD ZONE TYPE: VE

BASE FLOOD ELEVATION: 12'

DWG.	DWG. TITLE
C1	COVER PAGE
GN1	GENERAL NOTES
S1	SITE PLAN AND ELEVATION
S2	STRUCTURAL DETAILS
S3	DETAILS
S4	DETAILS
S5	ONE LINE DIAGRAMS
G1	GROUNDING DETAILS
(TYPICAL DRAFTING STANDARDS FOR ALL SHEETS)	
Existing	Light, Upper And Lower Case Lettering When Labeling Existing Features
PROPOSED	BOLD, UPPER CASE LETTERING WHEN LABELING PROPOSED FEATURES
	Light Lines Represent Existing Features
	DARK LINES REPRESENT PROPOSED FEATURES



3.D.15.c

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53 Frontage Road, Suite 260
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DRAFT
NOT FOR CONSTRUCTION
DRAWING CONTENTS ARE CONCEPTUAL AND
ARE SUBJECT TO FINAL ENGINEER'S APPROVAL
(INCLUDING BUT NOT LIMITED TO
QUANTITIES AND SIZES)

COLLEEN CONNOLLY
NJ PROFESSIONAL ENGINEER # 24GE04133700

IT IS A VIOLATION OF THE LAW FOR ANY PERSON,
UNLESS ACTING UNDER THE DIRECTION OF A LICENSEE
ENGINEER, TO ALTER THIS DOCUMENT IN ANY WAY.
SIGNATURE AND SEAL NOT VALID UNLESS ORIGINAL.

APPLICANT:



CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING
MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE
THAT THEY HAVE THE LATEST REVISION OF THE
CONSTRUCTION DOCUMENTS.

A	ISSUED FOR REVIEW	05/24/22
NO.	ISSUE OR REVISION	DATE

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 10

[NEAREST TO]
1501 OCEAN AVE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED DATE: 05/24/22

DRAWING TITLE:

COVER PAGE

DRAWING NO.: PAGE NO.:

C1

Packet Pg. 236

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned

GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR SAFETY DURING CONSTRUCTION. SCHERER DESIGN GROUP HAS NO RESPONSIBILITY FOR OR CONTROL OVER SAFETY AT ANY TIME.
2. THE NOTES CONTAINED HEREIN ARE NOT PROJECT SPECIFIC. THE CONTRACTOR SHALL UTILIZE ALL THE NOTES WHICH PERTAIN TO THE WORK DEPICTED IN THIS DOCUMENT.
3. THE CONTRACTORS SHALL CONTACT SDG TO VERIFY THAT THEY HAVE BEEN ISSUED THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS PRIOR TO THE START OF CONSTRUCTION.
4. ALL DIMENSIONS AND INFORMATION SHOWN IN THE DRAWINGS ARE APPROXIMATE, DERIVED FROM LIMITED FIELD OBSERVATIONS, MADE FOR THIS PROJECT BY THE CONTRACTOR. DETAILED INFORMATION WAS COLLECTED FOR SPECIFIC WORK AREAS, WHERE NOTED. THIS INFORMATION IS TO BE USED FOR THE WORK SHOWN ON THESE PLANS ONLY.
5. UNLESS SPECIFICALLY REQUESTED BY THE CLIENT OR REQUIRED TO PROCEED WITH THE CREATION OF THE CONSTRUCTION DOCUMENTS, STRUCTURAL PROBES HAVE NOT BEEN PERFORMED. UTILITY POLE AND ASSOCIATED HARDWARE CONFIGURATION AND CONDITION NOT OTHERWISE VISIBLE BENEATH SURFACE FINISHES, MAY VARY AND SHALL BE CONFIRMED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES, WHETHER IN CONFIGURATION OR CONDITION SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP.
6. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & FIELD CONDITIONS PRIOR TO THE START OF CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF SCHERER DESIGN GROUP. THE CONSEQUENCES OF PROCEEDING WITH CONSTRUCTION AFTER DISCOVERING A FIELD CONDITION DISCREPANCY AND WITHOUT THE APPROVAL OR RECOMMENDATIONS OF SCHERER DESIGN GROUP, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
8. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY PERMITS AND INSPECTIONS TO COMPLETE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL INSPECTIONS REQUIRED BY THE AUTHORITY HAVING JURISDICTION, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL, PLUMBING, FIRE PROTECTION AND STRUCTURAL.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY SCHERER DESIGN GROUP OF CONSTRUCTION STAGES WHICH REQUIRE SPECIAL OR CONTROLLED INSPECTIONS WITH A MINIMUM OF 48 HOURS (BUSINESS DAYS) NOTICE. THESE INSPECTIONS INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE REINFORCEMENT, CONCRETE POURING, STRUCTURAL STEEL ERECTION/BOLTING, WELDING AND THE INSTALLATION OF EPOXY ANCHORS. FAILURE TO COORDINATE THESE INSPECTIONS WITH SCHERER DESIGN GROUP MAY PROHIBIT SIGNOFF WITH THE AUTHORITY HAVING JURISDICTION.
10. SCHERER DESIGN GROUP HAS NOT PERFORMED AN INSPECTION FOR HAZARDOUS MATERIALS. THESE DRAWINGS ARE NOT MEANT TO DEPICT OR IMPLY THE PRESENCE OR ABSENCE OF SUCH MATERIALS WITHIN THE PROPOSED WORK AREAS.
11. TRUE NORTH SHALL BE DETERMINED BY CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR PROPER AZIMUTH ALIGNMENT.
12. THE CONTRACTOR SHALL CONTACT THE TELECOMMUNICATIONS CARRIER TO ACQUIRE THE LATEST RF DATA SHEET PRIOR TO THE START OF CONSTRUCTION. RF INFORMATION ISSUED BY THE TELECOMMUNICATIONS CARRIER SUPERSEDES INFORMATION CONTAINED HEREIN. CONTACT SCHERER DESIGN GROUP IMMEDIATELY IF DESIGN CHANGED ARE REQUIRED.
13. ROUTING IS DIAGRAMMATIC AND CONTRACTOR IS TO UTILIZE BEST POSSIBLE ROUTING TO EXPEDITE CONSTRUCTION PROCESS, CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING FIELD CHANGES WITH THE AHJ AND JCP&L.
14. ALL DISTURBED AREAS SHALL BE RESTORED TO THEIR PREVIOUS CONDITION UPON COMPLETION OF EACH PHASE OF WORK.
15. CONTRACTOR SHALL KEEP SITE CLEAN AND ORDERLY AT ALL TIMES.
16. GROUNDING INSTALLATION TO BE COMPLETED IN ONE SHIFT. CONTRACTOR IS RESPONSIBLE FOR PEDESTRIAN PROTECTION AROUND TRENCH.
17. CONTRACTOR SHALL COORDINATE WITH THE AUTHORITY HAVING JURISDICTION OF THE ADJACENT ROADWAY TO DETERMINE IF PERMITS ARE REQUIRED TO WORK IN THE RIGHT OF WAY AND IF TRAFFIC CONTROL IS REQUIRED. CONTRACTOR SHALL OBTAIN AND COMPLY WITH ANY REQUIRED PERMITS.

MATERIAL NOTES:

1. ALL EQUIPMENT, CONDUCTORS, AND DEVICES SHALL COMPLY WITH NESC (LATEST EDITION) REQUIREMENTS, FCC APPROVALS, AND LOCAL UTILITY SPECIFICATIONS.
2. ALL EQUIPMENT, RACEWAY, CABLES, AND CONDUCTORS SHALL BE PROPERLY ATTACHED TO THE UTILITY POLE OR LIGHTING FIXTURE PER NESC REQUIREMENTS AND LOCAL UTILITY SPECIFICATIONS
3. ALL GROUNDS SHALL BE IN ACCORDANCE WITH NESC REQUIREMENTS AND JCP&L SPECIFICATIONS. GROUND CONDUCTORS SHALL NOT BE SMALLER THAN #6 AWG COPPER, UNLESS OTHERWISE SPECIFIED
4. BOLT HOLES SHALL BE PUNCHED OR DRILLED. FLAME CUT HOLES ARE NOT ACCEPTABLE.
5. INSTALL ALL EQUIPMENT AND DEVICES PLUMB AND LEVEL, ACCURATELY FITTED, AND FREE FROM DISTORTIONS AND/OR DEFECTS NOT TO CAUSE ANY INCREASED HAZARD TO THE GENERAL PUBLIC OR TO TRAFFIC FLOW
6. NOTIFY JCP&L PRIOR TO FIELD CUTTING OR MODIFYING APPROVED EQUIPMENT.
7. ALL BOLTS, ANCHORS, AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 - ZINC COATING (HOT-DIP) OR IRON AND STEEL HARDWARE.
8. ALL ELECTRICAL EQUIPMENT SHALL BE HOUSED IN NEMA 3R ENCLOSURES.

CONCRETE AND REINFORCING STEEL NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE PROJECT SPECIFICATIONS.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE
3. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60. DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS.

CONCRETE CAST AGAINST EARTH.....	3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER	
#6 AND LARGER.....	2 IN.
#5 AND SMALLER & WWF.....	1 1/2IN.
CONCRETE NOT EXPOSED TO EARTH OR WEATHER	
OR NOT CAST AGAINST THE GROUND.	
SLAB AND WALL.....	3/4 IN.
BEAMS AND COLUMNS.....	1 1/2 IN.
5. A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
6. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S WRITTEN RECOMMEND PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE. EXPANSION BOLTS SHALL BE PROVIDED BY RAMSET/REDHEAD OR APPROVED EQUAL.

OPERATIONAL SAFETY PROCEDURES

1. INTERFERENCE WITH ANY JCP&L COMMUNICATION OR DISTRIBUTION AUTOMATION RADIO SYSTEM WILL NOT BE PERMITTED. THE RADIO SYSTEM IS THE PRIMARY COMMUNICATION FOR EMPLOYEES OF JCP&L AND IS ESSENTIAL FOR RESPONSE TO EMERGENCIES. THIS NON-INTERFERENCE CLAUSE SHALL APPLY EVEN IF THE JCP&L RADIO EQUIPPED VEHICLE OR HANDHELD UNIT IS TEMPORARILY LOCATED NEAR THE ANTENNA SYSTEM WHILE PERFORMING WORK.
2. THE LICENSEE IS RESPONSIBLE FOR PLACING A SIGN ON THE POWER SUPPLY INDICATING A 24 HOUR CONTACT TELEPHONE NUMBER IN CASE OF EMERGENCY. THE PHONE NUMBER MUST BE VISIBLE FROM THE GROUND AND THE SIGN MUST BE MADE FROM A NON-METALLIC, EASILY READABLE, ULTRA VIOLET (UV) RESISTANT MATERIAL.
3. A NOTICE SIGN IS TO BE PLACED ON THE POWER SUPPLY BY THE LICENSEE REGARDING RF EMISSIONS IN ACCORDANCE WITH IEEE C95.2-2005, VIZ: 29 C.F.R.OSHA § 1910.268(p)(2), AND CONSISTENT WITH THE REQUIREMENTS OUTLINED IN THE RF STUDY INCLUDED WITH THIS SUBMITTAL.
4. THE LICENSEE'S POWER SUPPLY MUST BE EQUIPPED WITH AN EXTERNAL, PADLOCK-ABLE, AC/BATTERY COMBO, DISCONNECT SWITCH BETWEEN THE POWER SOURCE AND THE TRANSCIEVER. THE LICENSEE'S PADLOCK-ABLE, AC/BATTERY, DISCONNECT SWITCH MUST CUTOFF AC POWER TO THE TRANSCIEVER AND BACKUP BATTERY POWER (IF APPLICABLE). THE POWER SUPPLY/TRANSCIEVER CABINET WILL BE EQUIPPED WITH AN EXTERNAL INDICATOR LIGHT AND A PROVISIONAL TEST POINT THAT WILL VERIFY THE ANTENNA SYSTEM HAS BEEN RENDERED INOPERABLE. ALL ASPECTS OF THE TOTAL INSTALLATION SHALL BE IN ADHERENCE TO CURRENT EDITIONS OF BOTH THE NESCS AND THE NEC.



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A	ISSUED FOR REVIEW	05/24/22
NO.	ISSUE OR REVISION	DATE

PROJECT TITLE:

CONSTRUCTION DOCUMENT

SITE NAME:
ASBURY PARK BOARDWALK 10

[NEAREST TO]
1501 OCEAN AVE
ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED

DATE: 05/24/22

DRAWING TITLE:

GENERAL NOTES

DRAWING NO.:

PAGE NO.:

GN1

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MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

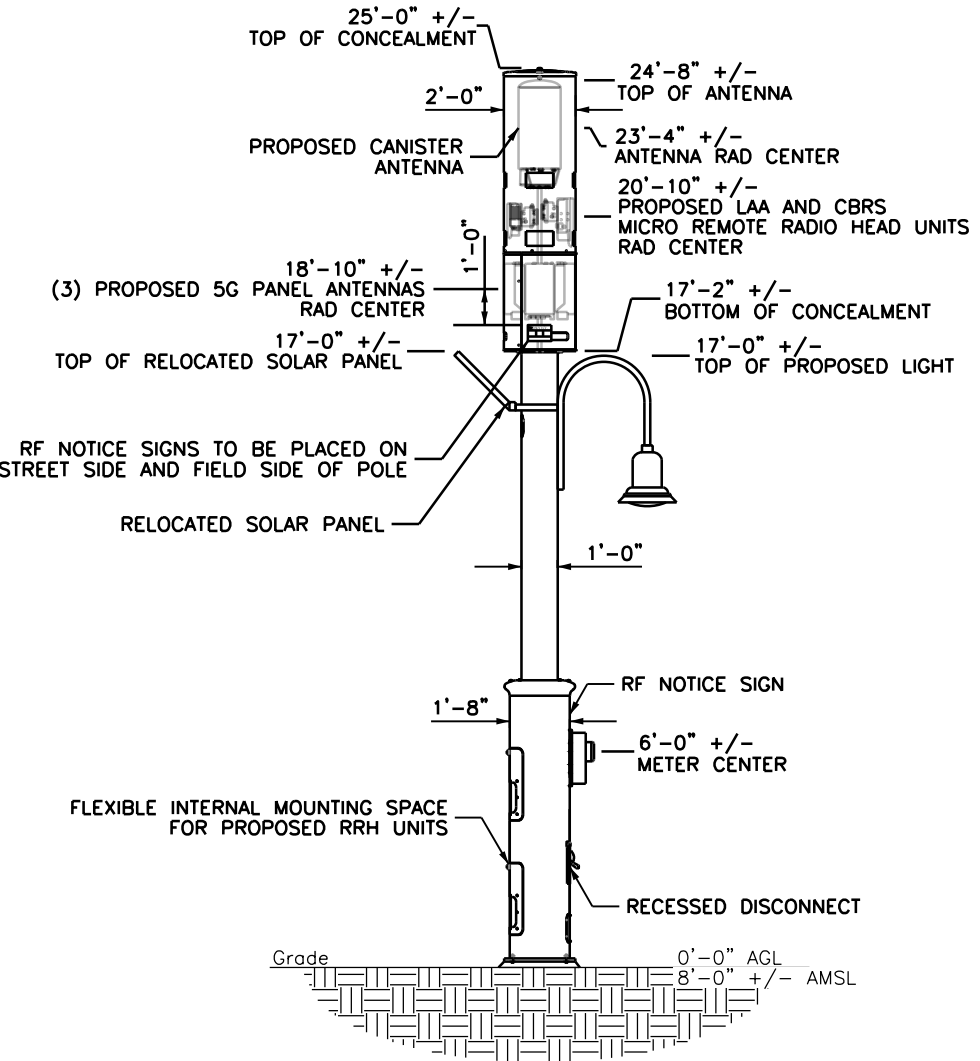
SCALE: AS NOTED DATE: 05/24/22

DRAWING TITLE:

SITE PLAN
AND ELEVATION

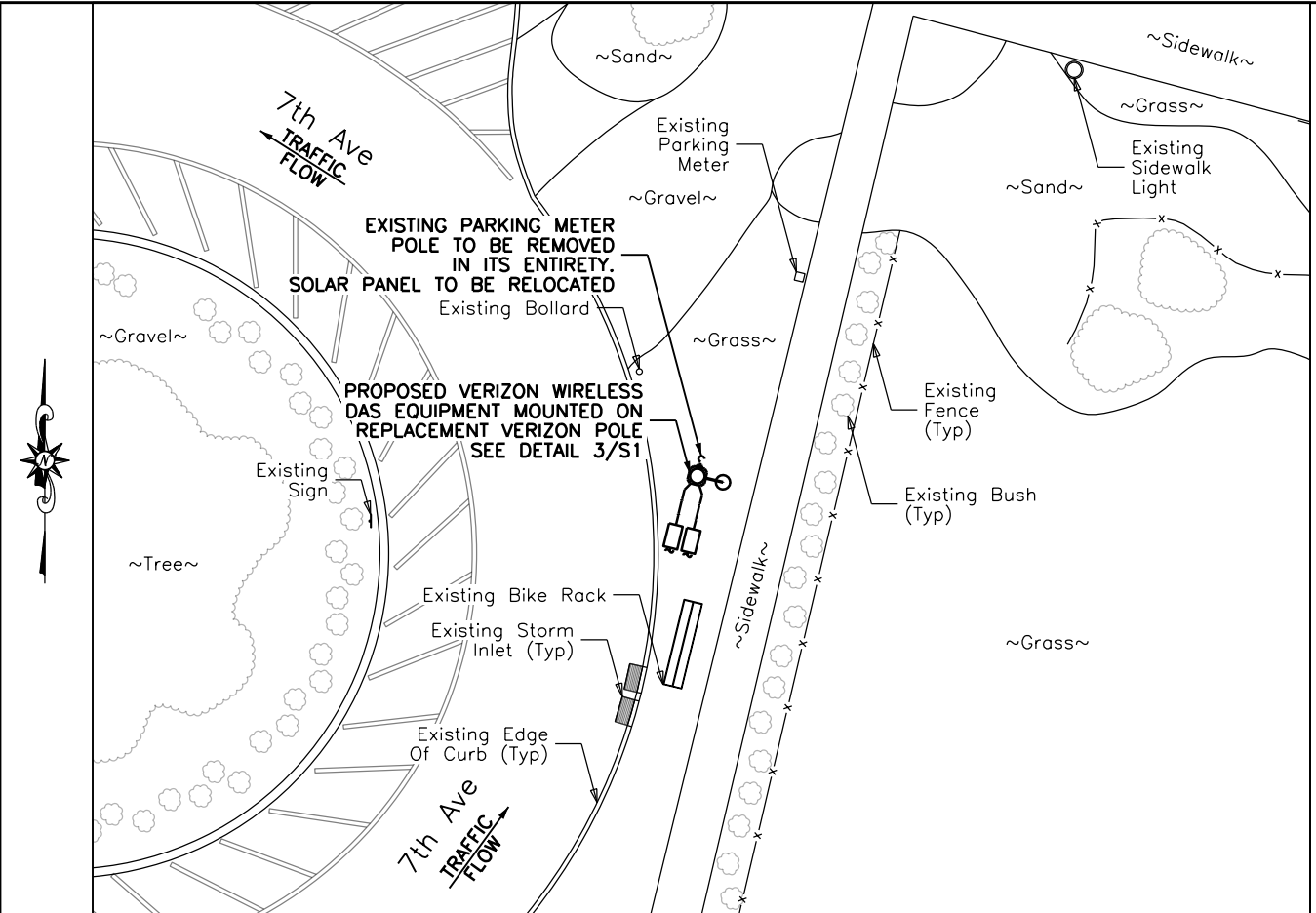
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- NOTES:
- EXISTING 20'-0" +/- POLE BE REPLACED WITH 30'-0" +/- POLE.
 - PROPOSED POLE TO BE A CONCEALFAB HIGH CAPACITY POLE. FINAL DESIGN INCLUDING FOUNDATION TO BE DESIGNED BY OTHERS AND APPROVED BY SDG.



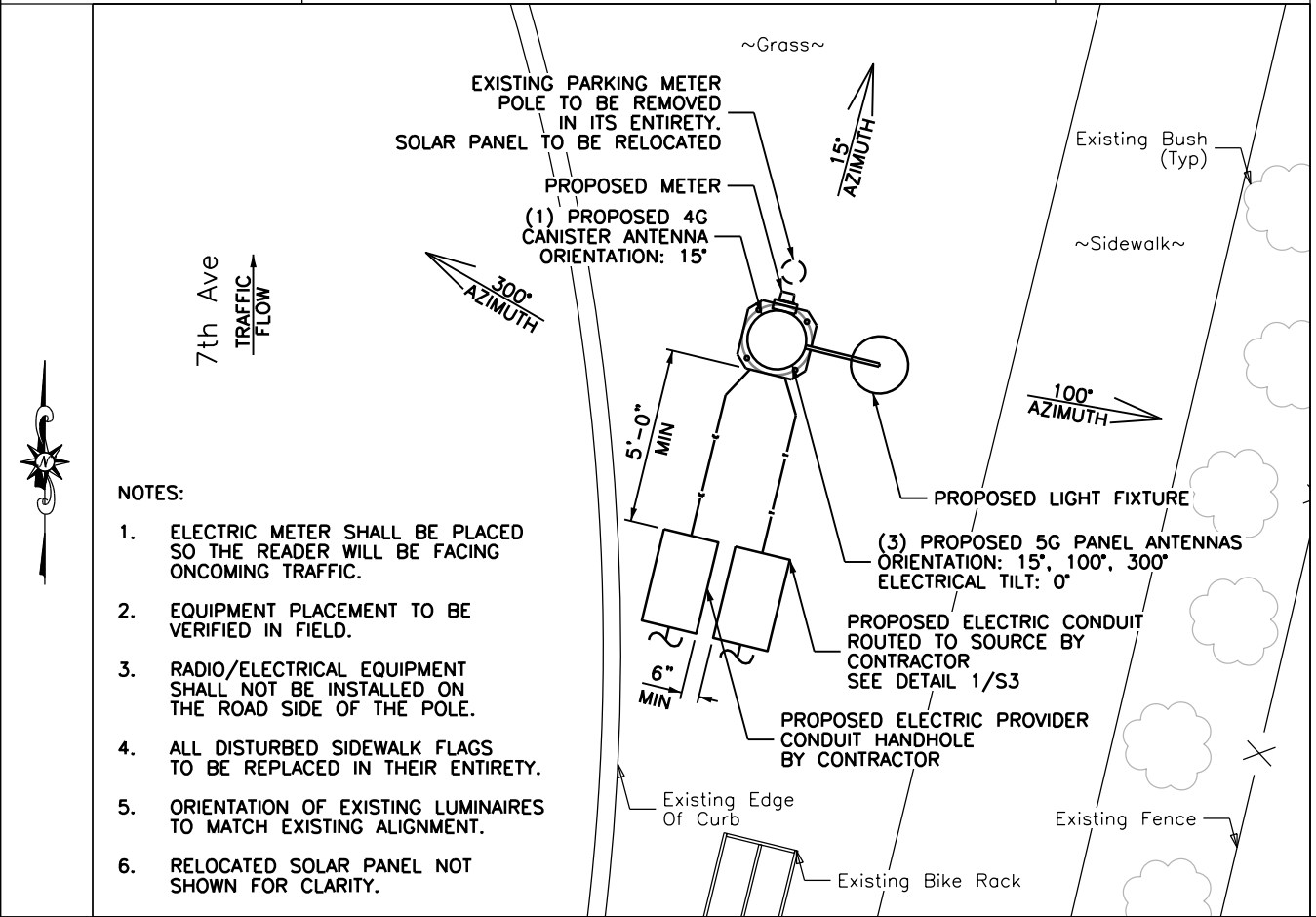
3 POLE ELEVATION

11x17 SCALE: 3/16"= 1'-0" 22x34 SCALE: 3/8" = 1'-0"



1 OVERALL SITE PLAN

11x17 SCALE: 3/64"= 1'-0" 22x34 SCALE: 3/32" = 1'-0"



2 SITE PLAN

11x17 SCALE: 3/16"= 1'-0" 22x34 SCALE: 3/8" = 1'-0"

- NOTES:
- ELECTRIC METER SHALL BE PLACED SO THE READER WILL BE FACING ONCOMING TRAFFIC.
 - EQUIPMENT PLACEMENT TO BE VERIFIED IN FIELD.
 - RADIO/ELECTRICAL EQUIPMENT SHALL NOT BE INSTALLED ON THE ROAD SIDE OF THE POLE.
 - ALL DISTURBED SIDEWALK FLAGS TO BE REPLACED IN THEIR ENTIRETY.
 - ORIENTATION OF EXISTING LUMINAIRES TO MATCH EXISTING ALIGNMENT.
 - RELOCATED SOLAR PANEL NOT SHOWN FOR CLARITY.

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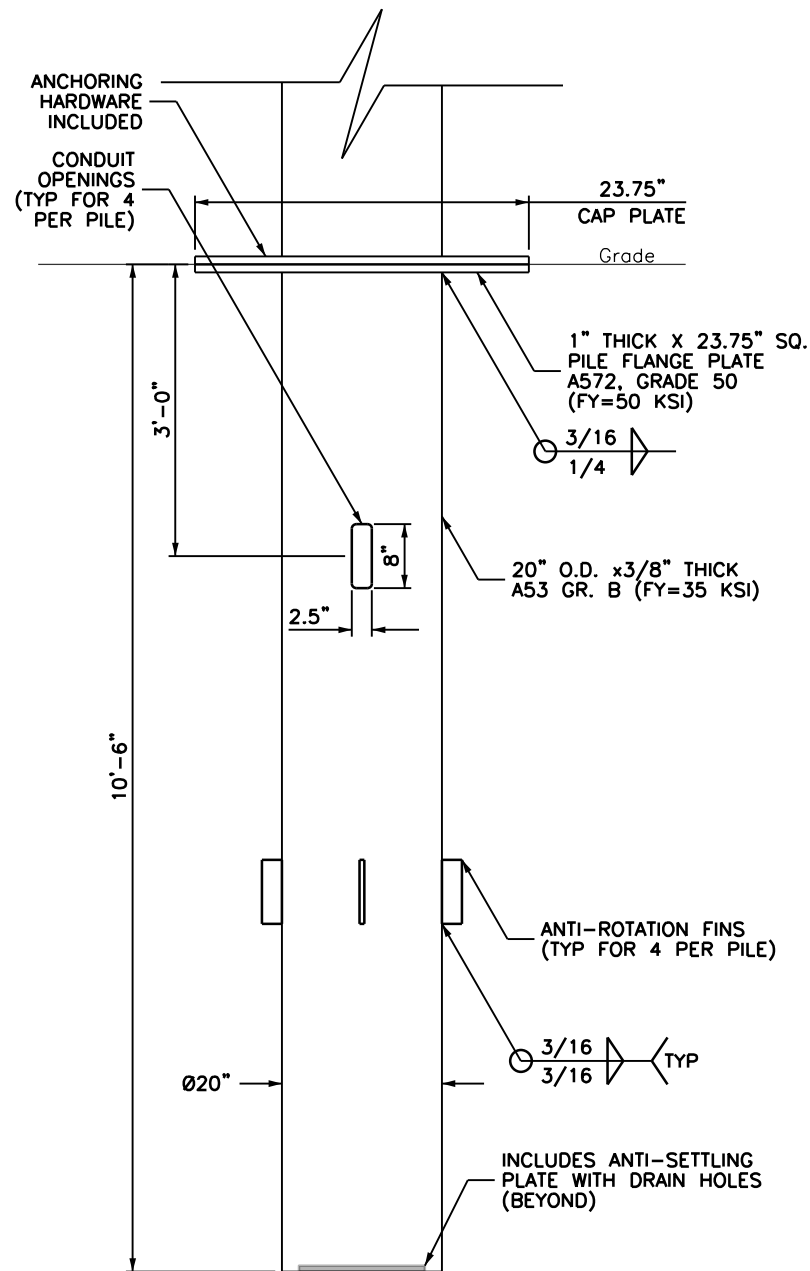
SCALE: AS NOTED | DATE: 05/24/22

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FOUNDATION DETAIL

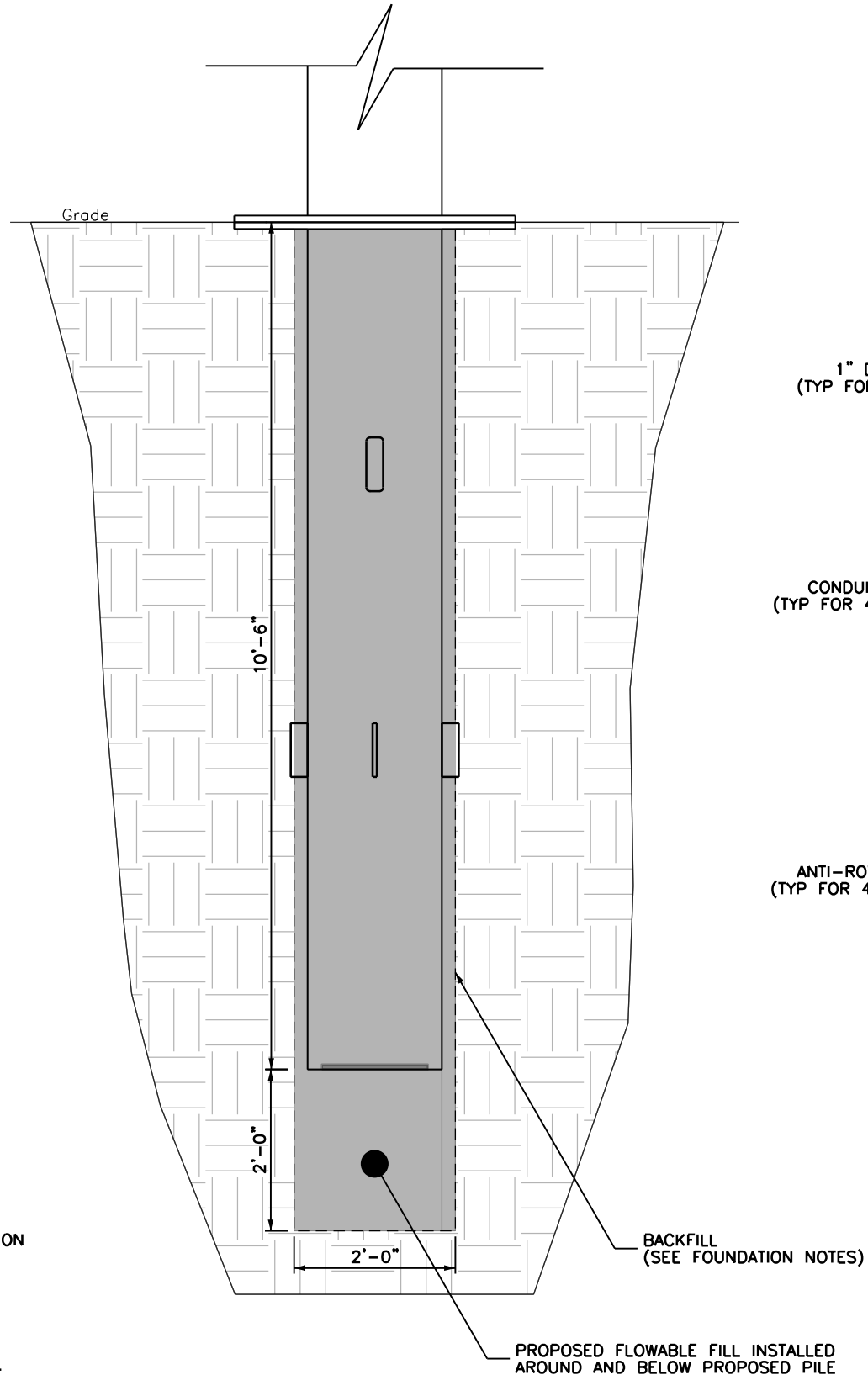
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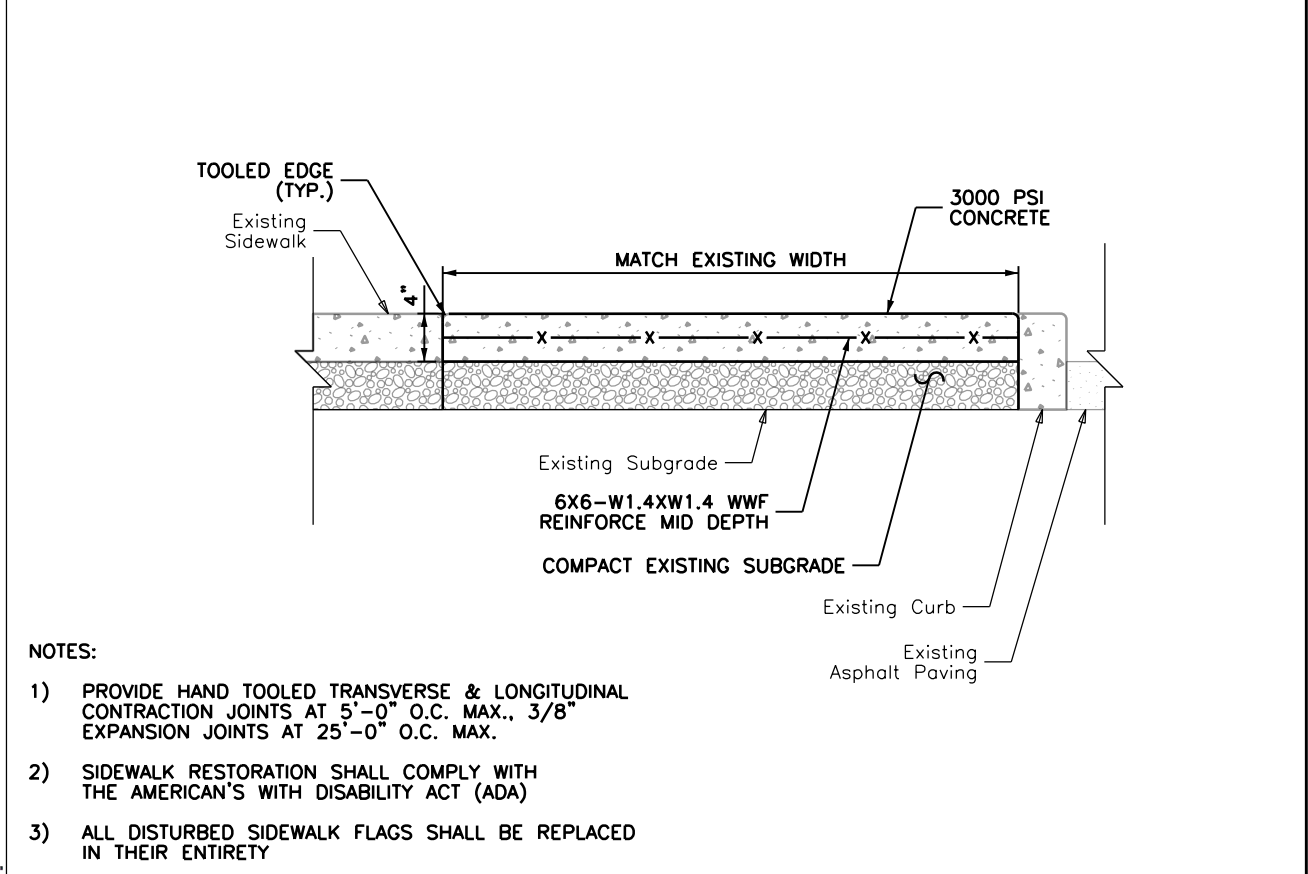
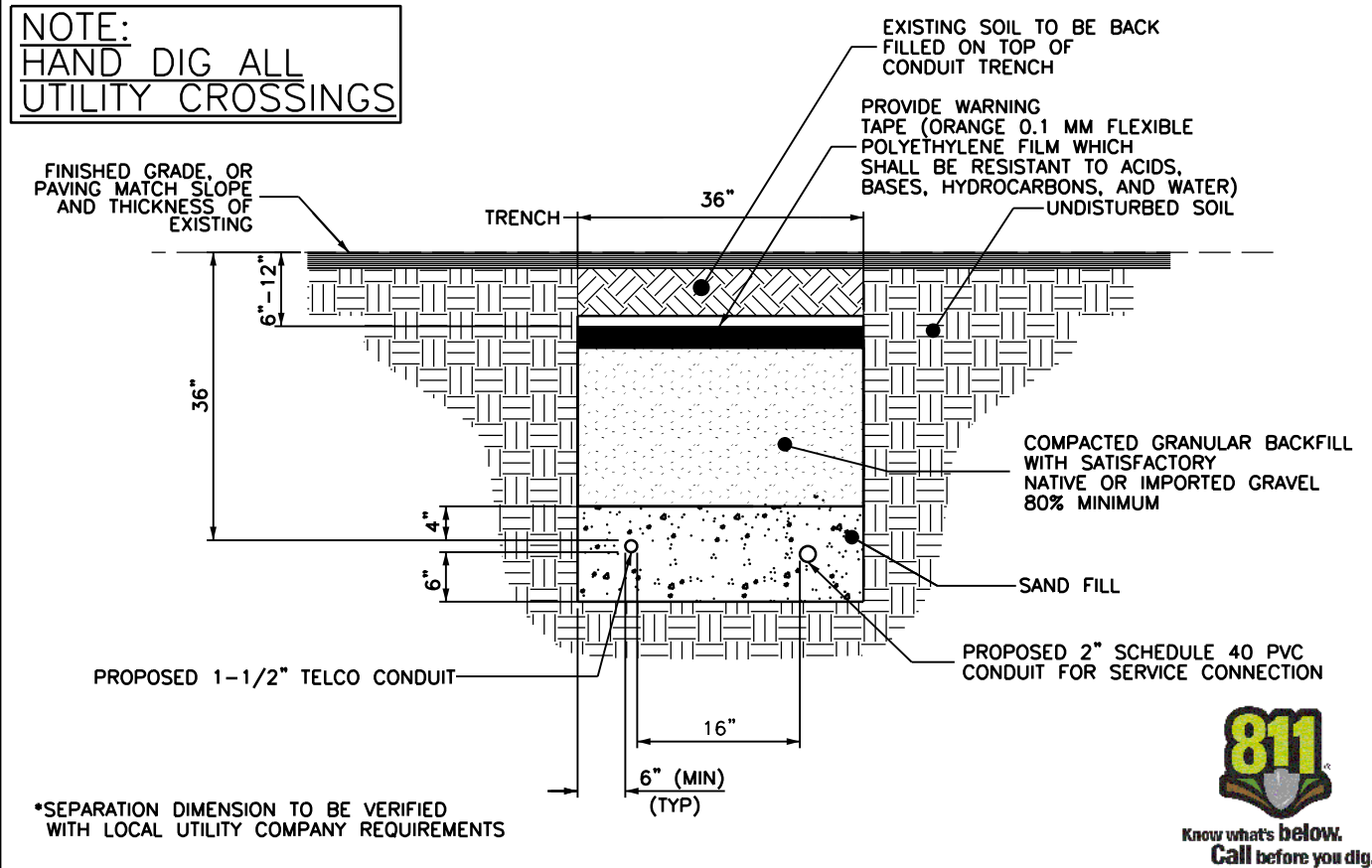
NOTES:

- 1) FOUNDATION DESIGN FROM POLE ANALYSIS AND FOUNDATION DESIGN STRUCTURAL CALCULATION PROVIDED BY CONCEALFAB DATED 01/27/2022.
- 2) CONTRACTOR SHALL HIRE A GEOTECHNICAL ENGINEER TO VERIFY ON-SITE CONDITIONS MEET ASSUMED CONDITIONS AS A MINIMUM. IF CONDITIONS ARE NOT ACCEPTABLE, NOTIFY THE ENGINEER ON RECORD FOR A REVISED FOUNDATION DESIGN, AND PROVIDE GEOTECHNICAL RECOMMENDATIONS TO THE ENGINEER ON RECORD.
- 3) STEEL FOUNDATION INCLUDES A GALVANIZED COATING WITH A DURABLE POLYUREA TOP COAT.
- 4) BACKFILL IN THE ANNULAR SPACE AROUND THE EMBEDDED PILE SHALL COMPLY WITH IBC SECTION 1807.7 AND SHALL BE ONE OF THE FOLLOWING:
 - A) FLOWABLE FILL (CONTROLLED LOW-STRENGTH MATERIAL) PLACED IN ACCORDANCE WITH NJDOT STANDARD SPECIFICATIONS SECTION 652.03.01H. MATERIAL SHALL COMPLY WITH NJDOT STANDARD SPECIFICATIONS SECTION 903.09.
 - B) WELL GRADED NJDOT-APPROVED BROKEN STONE WITH A MAXIMUM DIAMETER OF 3/4". COMPACT FILL IN 8" LIFTS. BROKEN STONE SHALL MEET THE REQUIREMENTS OF NJDOT STANDARD SPECIFICATIONS SECTION 901.03.01 AND TABLE 01.03.01-1



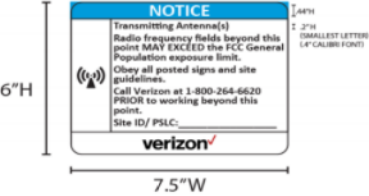
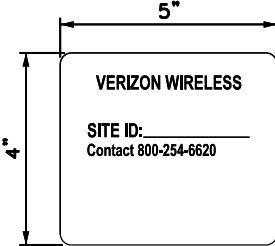
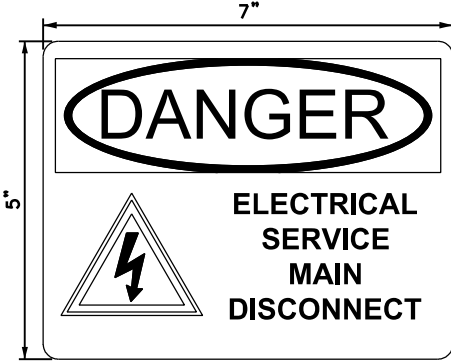
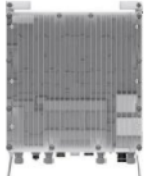
- 5) CONTRACTOR TO INSTALL ALL PROPOSED CONDUITS PRIOR TO BACKFILLING.
- 6) IF CAVING OCCURS OR IF THE PILE WILL NOT BE IMMEDIATELY SET AFTER AUGURING, THE CONTRACTOR SHALL PROVIDE AND INSERT A STEEL OR CORRUGATED PLASTIC SLEEVE.
- 7) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS AND METHODS OF FOUNDATION INSTALLATION.
- 8) THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE STABILITY OF EXCAVATION AND PROTECTING ADJACENT STRUCTURES.
- 9) PROPOSED PILE DOES NOT REQUIRE FILL WITHIN THE PILE CAVITY.

NOTE:
HAND DIG ALL
UTILITY CROSSINGS



1	TRENCHING DETAIL		2	SIDEWALK DETAIL	
11x17 SCALE: NTS	22x34 SCALE: NTS		11x17 SCALE: NTS	22x34 SCALE: NTS	

		
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APPLICANT:		
		
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PROJECT TITLE:		
CONSTRUCTION DOCUMENT		
SITE NAME: ASBURY PARK BOARDWALK 10 [NEAREST TO] 1501 OCEAN AVE ASBURY PARK, NJ MONMOUTH COUNTY		
SDG PROJECT #: 19VSC030		
SCALE: AS NOTED		DATE: 05/24/22
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DETAILS		
DRAWING NO.:		PAGE NO.:
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 NOTES: 1) ANTENNA SIGNAGE ATTACHED ON: WOOD POLES = SIGN ON ALUMINUM WITH STAINLESS STEEL SCREWS. METAL POLES = ADHESIVE VINYL OR PLACARD STRAPPED WITH STAINLESS STEEL SCREWS. CONCRETE/COMPOSITE = PLACARD STRAPPED WITH STAINLESS STEEL TIES. FIBERGLASS = PLACARD STRAPPED WITH STAINLESS STEEL TIES. 2) AFFIX SIGN TO THE STRUCTURE 8'-0" ABOVE GRADE. 3) SIZE APPROX. 8" x 6".		 NOTES: 1) SIGN TO BE INSTALLED ON THE SAME POLE NEXT TO THE DISCONNECT. 2) SIGN ON ALUMINUM WITH STAINLESS STEEL SCREW TO THE POLE. 3) THE SIGN MUST BE LOCATED ON BOTH SIDES OF THE POLE SO IT CAN BE RECOGNIZED FROM EITHER APPROACH 4) THE SIGN MUST BE COMPLETELY READABLE FROM OUTSIDE THE DANGER ZONE.		 NOTES: 1) ANTENNA SIGNAGE ATTACHED ON: WOOD POLES = SIGN ON ALUMINUM WITH STAINLESS STEEL SCREWS. METAL POLES = ADHESIVE VINYL OR PLACARD STRAPPED WITH STAINLESS STEEL SCREWS. CONCRETE/COMPOSITE = PLACARD STRAPPED WITH STAINLESS STEEL TIES. FIBERGLASS = PLACARD STRAPPED WITH STAINLESS STEEL TIES. 2) AFFIX SIGN TO THE STRUCTURE AS PER EME REPORT. AFFIX A SECOND SIGN (VINYL ADHESIVE) TO THE POWER SUPPLY BOX. 3) SIZE APPROX. 8" x 5". 4) THE SIGN MUST BE LOCATED ON BOTH SIDES OF THE POLE SO IT CAN BE RECOGNIZED FROM EITHER APPROACH 5) THE SIGN MUST BE COMPLETELY READABLE FROM OUTSIDE THE DANGER ZONE.		 NOTES: 1) SIGN TO BE INSTALLED ON DISCONNECT BOX. 2) SIGN ON VINYL WITH ADHESIVE BACKING. 3) NO BACKUP DC POWER SUPPLY IS AVAILABLE FOR THIS SYSTEM.	
1	RF NOTICE SIGN	2	POLE MOUNTED SIGN	3	RF NOTICE SIGN	4	DISCONNECT WARNING SIGN
11x17 SCALE: NTS		22x34 SCALE: NTS		11x17 SCALE: NTS		22x34 SCALE: NTS	
 COMMSCOPE NNVVSS-360S-FM DIMENSIONS (HxW): 28.7" x 12" WEIGHT: 26.7 LBS RF CONFIGURATION ELECTRICAL TILT: 0° MECHANICAL TILT: 0°		 SAMSUNG 5G NR AU MAX DIMENSIONS (HxWxD): 18.5" x 9.6" x 6.9" (INCLUDES INTEGRATED RADIO) MAX WEIGHT: 35 LBS RF CONFIGURATION ELECTRICAL TILT: 0° MECHANICAL TILT: 0°		 <u>CBRS</u> MICRO RRH (CBRS) DIMENSIONS (HxWxD): 13.91" x 8.55" x 4.15" WEIGHT: 18.64 LBS CONNECTION: 2 CPRI PORTS, 1 PORT FOR EXTERNAL ALARM <u>LAA</u> MICRO RRH (LAA) DIMENSIONS (HxWxD): 9.1" x 8.9" x 3" WEIGHT: 11.0 LBS CONNECTION: 2 CPRI PORTS, 1 PORT FOR EXTERNAL ALARM		 <u>RRH (AWS/PCS)</u> DIMENSIONS (HxWxD): 15" x 15" x 10" WEIGHT: 84.4 LBS CONNECTION: 8 ANTENNA PORTS, 4 PORTS FOR EXTERNAL ALARM <u>RRH (700/850)</u> DIMENSIONS (HxWxD): 15" x 15" x 8.1" WEIGHT: 70.3 LBS CONNECTION: 4 ANTENNA PORTS, 4 PORTS FOR EXTERNAL ALARM	
5	ANTENNA SPECIFICATION	6	ANTENNA SPECIFICATION	7	MICRO REMOTE UNIT SPECIFICATIONS	8	REMOTE UNIT SPECIFICATIONS
11x17 SCALE: NTS		22x34 SCALE: NTS		11x17 SCALE: NTS		22x34 SCALE: NTS	

3.D.15.c



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SITE NAME:
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[NEAREST TO]
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ASBURY PARK, NJ
MONMOUTH COUNTY

SDG PROJECT #: 19VSC030

SCALE: AS NOTED

DATE: 05/24/22

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DETAILS

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PAGE NO.:

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Packet Pg. 241

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned

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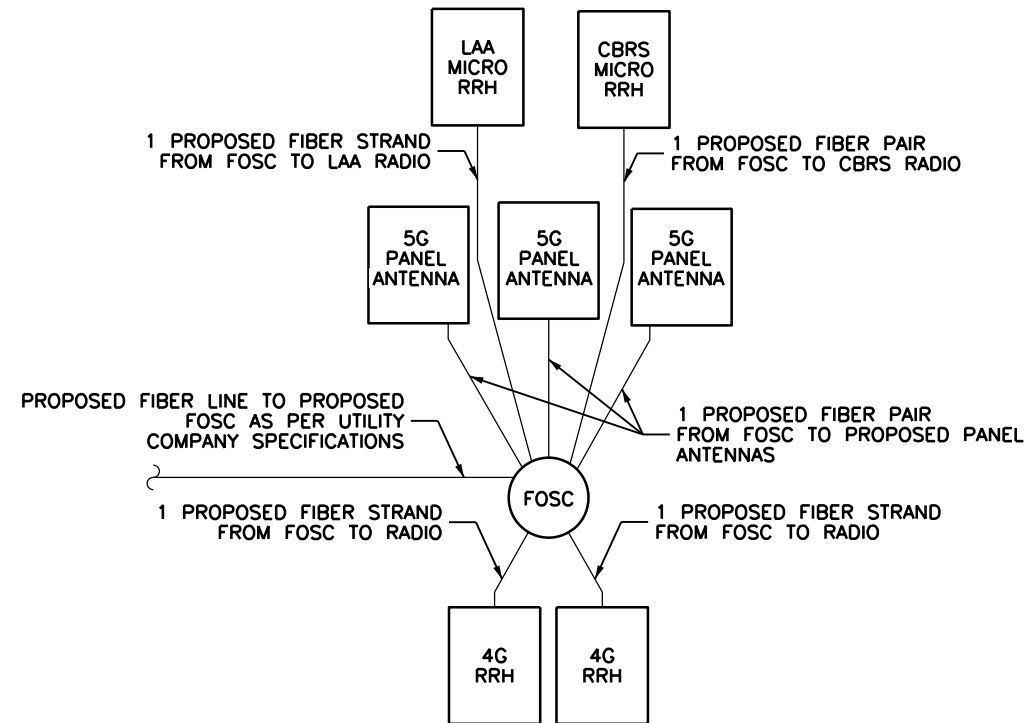
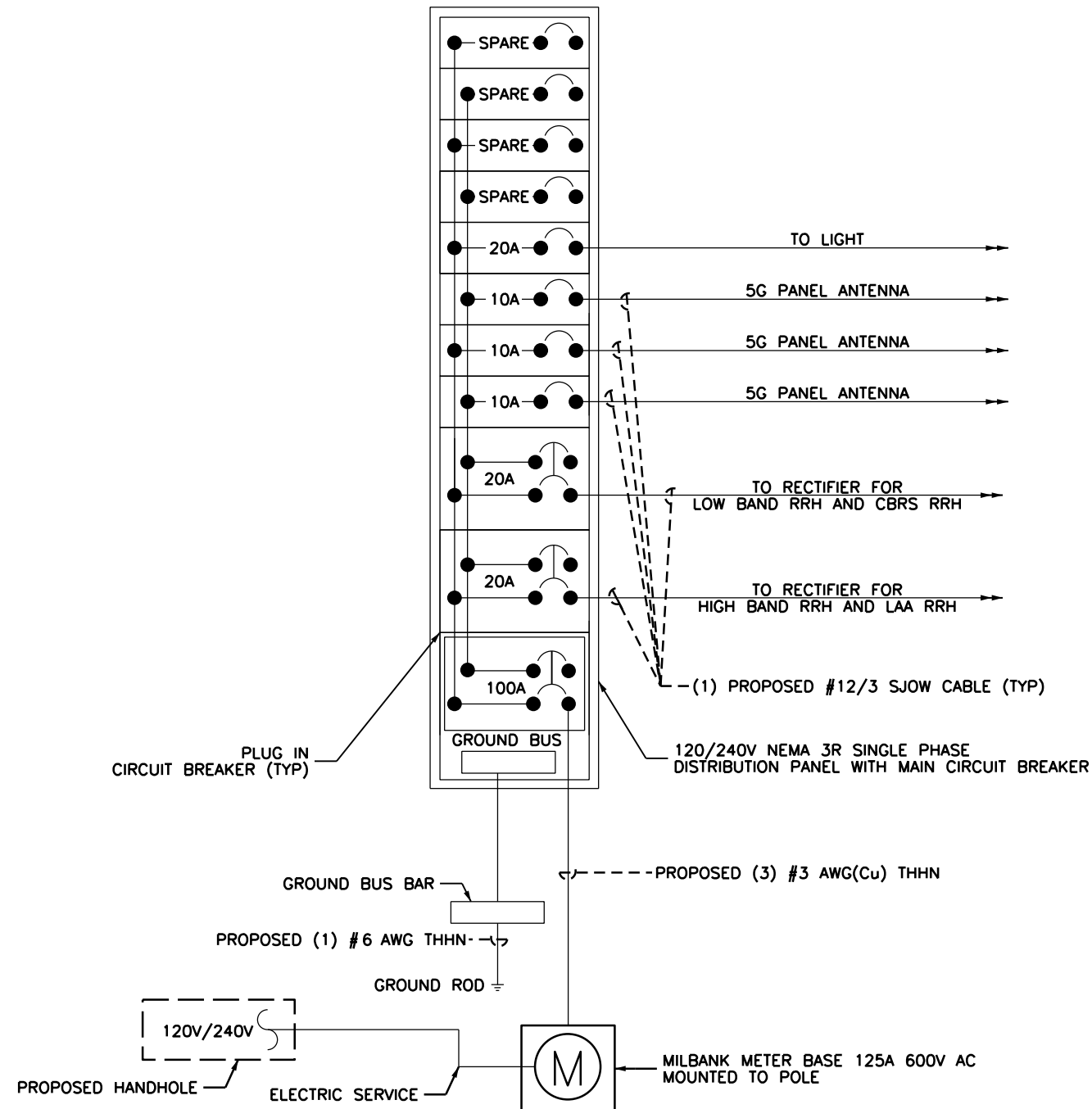
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CONSTRUCTION DOCUMENT

PAGE NO.:

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- 1) METER PAN, SERVICE DISCONNECT, AND LOAD CENTER SHALL BE LABELED WITH FAULT CURRENT WARNING AS PER NEC 2017.
- 2) SUPPORTING FAULT CURRENT CALCULATIONS MUST BE PERFORMED IN ACCORDANCE WITH NEC 110.24(A).
- 3) AISC RATING OF SERVICE DISCONNECT, LOAD CENTER, AND ALL CIRCUIT BREAKERS MUST COMPLY WITH FAULT CURRENT CALCULATIONS.
- 4) CONTRACTORS PERFORMANCE, WORKMANSHIP, AND MATERIALS SHALL COMPLY WITH LOCAL DEPARTMENTS AFFECTED BY CONNECTION OF SERVICES, OBTAIN AND PAY FOR ALL PERMITS. CONTRACTOR SHALL COMPLY WITH RULES AND REGULATIONS OF PUBLIC UTILITIES AND MUNICIPAL CONSTRUCTION CODES, NATIONAL ELECTRIC CODE AND/ OR ALL OTHER APPLICABLE CODES AND ORDINANCES.
- 5) ALL ELECTRICAL WORK TO BE PERFORMED BY A LICENSED ELECTRICIAN.



2	FIBER ONE LINE DIAGRAM
---	------------------------

22x34 SCALE: NTS

METER
MODEL: MILBANK U2272-RL-5T9-BL
DIMENSIONS (HxWxD): 18.5" X 10" X 4.8"



120VAC LED
INDICATOR LIGHT TO
SHOW ON/OFF STATUS
OF DISCONNECT SWITCH.

3	LOAD CENTER
---	-------------

22x34 SCALE: NTS

4	METER SPECIFICATION
---	----------------------------

22x34 SCALE: NTS



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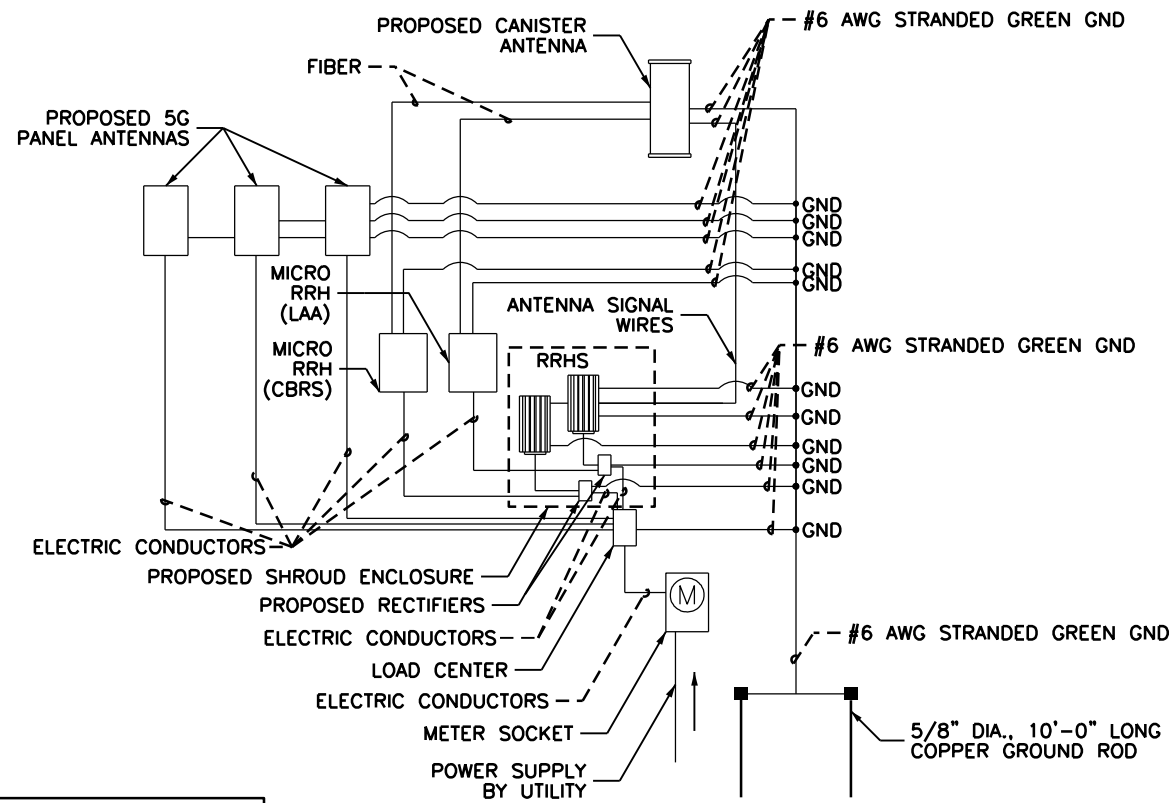
GROUNDING DETAILS

DRAWING NO.: PAGE NO.:

G1

Packet Pg. 243

Attachment: Exhibit A to MOU - Combined (2023-110 : Updated Third Memorandum of Understanding with SQF, LLC relating to City Owned



- CADWELD TYPE CONNECTION
- COMPRESSION TYPE CONNECTION

2 GENERAL WIRING DIAGRAM

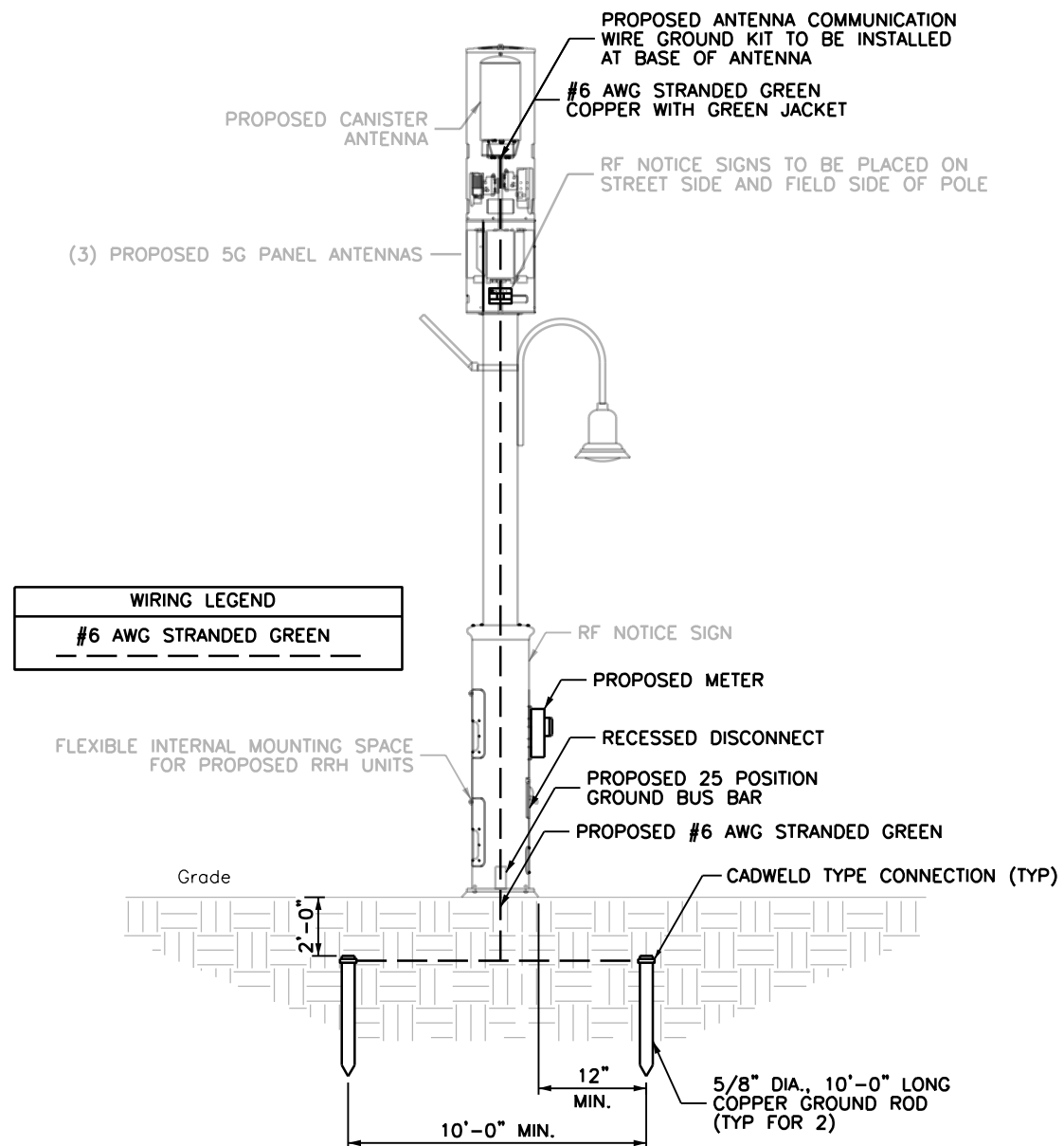
11x17 SCALE: NTS 22x34 SCALE: NTS

GROUNDING NOTES:

- LICENSEE MUST PROVIDE SEPARATE GROUNDING FOR THEIR EQUIPMENT. LICENSEE WILL NOT BE ALLOWED TO ATTACH TO JCPL'S GROUNDING SYSTEM, EXCEPT FOR A REMOVABLE BONDING JUMPER NEAR THE BASE OF THE POLE. THE REMOVABLE BONDING JUMPER SHALL PERMIT TESTING OF EACH GROUND AND WHEN BONDED TOGETHER ASSURES THAT EACH GROUND IS AT THE SAME POTENTIAL POINT.
- GROUND RODS SHALL BE "COPPER WELD" STEEL, MINIMUM 5/8 INCH DIAMETER, AND 10 FOOT LENGTH WITH THE CAPABILITY TO ADD LENGTH IN ORDER TO DECREASED GROUND IMPEDANCE WHERE SUCH SOIL CONDITIONS REQUIRE IT.
- THE GROUND CONDUCTOR SHALL BE MEDIUM HARD DRAWN, SOLID, INSULATED NO. 6 AWG COPPER AND SHALL MEET THE REQUIREMENTS OF ASTM B2. THE GROUND CONDUCTOR INSULATION THICKNESS SHALL BE 60 MILS OF UNFILLED, BLACK, CROSS LINKED POLYETHYLENE, TESTED IN ACCORDANCE WITH ICEA S-66-524, SECTION 3.7. THE MANUFACTURER'S NAME AND THE YEAR OF MANUFACTURE SHALL BE IMPRINTED ON THE CONDUCTOR AT INTERVALS OF APPROXIMATELY ONE FOOT. LICENSEE'S GROUND CONDUCTOR SHALL BE CLEARLY IDENTIFIED WITH A BRASS TAG OR OTHER ACCEPTABLE MEANS, ATTACHED TO THE CONDUCTOR AT THE BASE OF THE POLE, INDICATING LICENSEE'S IDENTIFICATION.
- ALL CONNECTORS SHALL BE BRASS OF THE DESIGN THAT PERMITS CIRCUMFERENTIAL CLAMPING ON BOTH WIRE AND ROD.
- THE LICENSEE'S GROUNDING SYSTEM SHALL YIELD A GROUND RESISTANCE OF 25 OHMS OR LESS.
- ALL METALLIC PARTS OF THE INSTALLATION ON THE POLE SHALL BE BONDED TOGETHER AND GROUNDED TO THE LICENSEE'S GROUNDING SYSTEM.
- DISSIMILAR METAL CONNECTIONS MUST BE AVOIDED FOR ALL GROUNDING ATTACHMENTS MADE ALONG THE POLE.
- ALL GROUND WIRES THROUGH THE NEUTRAL ZONE DOWN TO THE BASE OF THE POLE, ON SECONDARY POLES, SHALL BE COVERED WITH NON-METALLIC HEAVY WALL MOLDING TO PROVIDE PHYSICAL PROTECTION AND SECURED WITH STAPLES.

3 GROUNDING NOTES

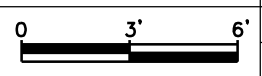
11x17 SCALE: NTS 22x34 SCALE: NTS



WIRING LEGEND
#6 AWG STRANDED GREEN

1 GROUNDING DETAILS

11x17 SCALE: 3/16" = 1'-0" 22x34 SCALE: 3/8" = 1'-0"





Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 25, 2023
RESOLUTION SUMMARY

2023-111

Appointing members to the CCRB Exploratory Committee



RESOLUTION NO. 2023-111

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

RESOLUTION APPOINTING MEMBERS TO THE “CCRB EXPLORATORY COMMITTEE”

WHEREAS, on November 22, 2022, the Asbury Park City Council adopted Resolution No. 2022-471 (also referenced as the “Resolution”), which established an ad hoc advisory committee to be known as the “CCRB Exploratory Committee”; and

WHEREAS, pursuant to the Resolution, the CCRB Exploratory Committee shall constitute an independent committee comprised of not more than twelve (12) members, made up of a cross-section of the community representing a wide range of input, experiences and backgrounds, for a designated period of time to explore, research and develop a framework for a potential Asbury Park Civilian Complaint Review Board or similar type of policy oversight board or committee; and

WHEREAS, since the adoption of the Resolution, applications for membership on the CCRB Exploratory Committee have been received by the City Clerk’s office; and

WHEREAS, the applications received included a number of the same individuals who had previously served as part of the “Equity Committee,” which performed work on this topic in 2020 and 2021; and

WHEREAS, pursuant to the Resolution, priority in the selection process for the “CCRB Exploratory Committee” shall be granted to those members of the “Equity Committee” who wish to continue their involvement with this matter and serve on the CCRB Exploratory Committee; and

WHEREAS, the City Council now wishes to make appointments to the CCRB Exploratory Committee.

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 Donna M. Vieiro; and
 - (12) City Attorney Frederick C. Raffetto, Esq.
2. That, pursuant to Resolution No. 2022-471, the CCRB Exploratory Committee's existence shall sunset one hundred and eighty (180) days following the appointment of the membership thereof, unless the Committee's existence is extended by further Resolution of the City Council.
 3. That, due to the nature of the CCRB Exploratory Committee's proposed work, which may involve sensitive and confidential interviews, discussions and material, and given the fact that the CCRB Exploratory Committee is purely advisory in nature, the CCRB Exploratory Committee shall not be subject to the requirements of the New Jersey Open Public Meetings Act. However, upon completion of the Committee's work, the CCRB Exploratory Committee shall file a report with the City Council concerning its findings and recommendations, and representative(s) of the Committee shall appear at a City Council meeting to present its report.
 4. That a certified copy of this Resolution shall be provided to each of the following:
 - (1) Donna M. Vieiro, City Manager;
 - (2) David Kelso, Asbury Park Police Chief;
 - (3) Guy Thompson, Asbury Park Deputy Police Chief; and
 - (4) Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-111 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

CERTIFIED BY ME THIS 26th DAY OF January, 2023.

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2023-6**

**ORDINANCE TO EXTINGUISH THE REVERTER IN THE DEED FOR THE
PROPERTY COMMONLY KNOWN AS 900-901 MATTISON AVENUE, ASBURY
PARK, NEW JERSEY BLOCK 603, LOT 3, AKA BLOCK 66, LOT 13**

WHEREAS, the City of Asbury Park was the grantor in a certain deed dated May 5, 1989, and recorded May 11, 1989, between itself as the grantor and Jacob Elshtein and Elka Elshtein as the grantee for the transfer of title to 900-901 Mattison Avenue Block 603, Lot 3 aka Block 66 Lot 13 (the "Property") for \$20,000.00 duly recorded in the Monmouth County Clerk's Office at Book 4930 Page 387, with said Deed containing a reverter clause providing for the conveyance of the property subject to covenants, conditions and restrictions, including but not limited to the right of re-entry and reverter contained in Resolutions For the Sale of City owned property authorizing said conveyance; and

WHEREAS, Jacob Elshtein and Elka Elshtein later transferred the Property to John Barbagallo by way of a deed dated September 14, 2001 recorded on October 11, 2001 in the Monmouth County Clerk's Office at deed Book 8055 Page 8406; and

WHEREAS, the City has determined to extinguish its right of re-entry and reverter to the Property in accordance with the deed attached hereto as Exhibit "A" (the "Deed").

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Asbury Park, that the right of reentry and reverter contained in the Deed dated May 5, 1989, recorded on May 11, 1989, in the Monmouth County Clerk's Office at Book 4930 Page 387, be extinguished and the Mayor is hereby authorized to execute and the City Clerk to attest the Deed removing the City's interest in said Property.

BE IT FURTHER ORDAINED that this ordinance repeals any inconsistency ordinance or ordinances or part or parts thereof, and

BE IT FURTHER ORDAINED, that this ordinance shall take effect immediately upon its final passage and publication as required by 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 ORDINANCE NO. 2023-6 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

LISA ESPOSITO
CITY CLERK

RELEASE OF REVERTER

WHEREAS, the City of Asbury Park is the grantor in a certain deed dated May 5, 1989, and recorded May 11, 1989, between itself as the grantor and Jacob Elshtein and Elka Elshtein as the grantee for the transfer of title to Block 603, Lot 3 aka Block 66 Lot 13 (the “Property”) for \$20,000.00 duly recorded in the Monmouth County Clerk's Office at Book 4930 Page 387, with said Deed containing a reverter clause providing for the conveyance of the property subject to covenants, conditions and restrictions, including but not limited to the right of re-entry and reverter contained in Resolutions For the Sale of City owned property authorizing said conveyance; and

WHEREAS, Jacob Elshtein and Elka Elshtein. later transferred the property to John Barbagallo by way of a deed dated September 14, 2001 recorded on October 11, 2001 in the Monmouth County Clerk's Office at deed Book 8055 Page 8406; and

WHEREAS, on _____, 2022 the Asbury Park City Council adopted Ordinance #2022-____ authorizing the waiver and release of its right of re-entry and reverter to the Property (attached hereto as Exhibit “A”).

NOW THEREFORE, IT IS HEREBY CERTIFIED that the City hereby releases its right of re-entry and reverter on the premises and shall be released as to any and all rights and interests.

IN WITNESS WHEREOF, the City has caused this Release of Reverter to be executed as of the date first written above.

WITNESS

CITY OF ASBURY PARK

By: _____
John Moor, Mayor

Attachment: Reverter (2023-6 : Extinguish the reverter in a deed for 900-901 Mattison Avenue, Block 603, Lot 3 aka Block 66, Lot 13)

STATE OF NEW JERSEY:

:SS.

COUNTY OF MONMOUTH:

I CERTIFY that on _____, 2022, John Moor personally came before me and acknowledged under oath, to my satisfaction, the following:

- (a) He is the Mayor of City of Asbury Park, the municipal corporation named in this Release of Reverter;
- (b) This Release of Reverter was signed, sealed and delivered by the municipal corporation and its voluntary act and duly authorized by a proper Ordinance of the Asbury Park City Council; and
- (c) The full and actual consideration paid for the transfer of title to realty evidenced by the within Release of Reverter is \$1.00 (such consideration is defined in N.J.S.A. 46:15-5).

Attachment: Reverter (2023-6 : Extinguish the reverter in a deed for 900-901 Mattison Avenue, Block 603, Lot 3 aka Block 66, Lot 13)



895851

Deed

This Deed is made on September 14, 2001
BETWEEN

JAKOB ELSHTEIN (Jacob Elshtein) and ELKA ELSHTEIN, his wife

whose post office address is
 1404 Roller Road, Ocean, NJ 07755

referred to as the Grantor,
AND

JOHN BARBAGALLO

COUNTY OF MONMOUTH	
CONSIDERATION	15,000 -
RTF	52.50 add'l RTF
DATE	10-11-01 BY NW

whose post office address is
 6 Higgins Avenue, Old Bridge, NJ 08857

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of
 FIFTEEN THOUSAND (\$15,000.00) DOLLARS
 The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of City of Asbury Park
 Block No. 66 Lot No. 13 Qualifier No. Account No.
☐ No property tax identification number is available on the date of this Deed. (Check Box if Applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in
 the City of Asbury Park
 County of Monmouth and State of New Jersey. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING the same premises conveyed to the Grantors herein by Deed from City of Asbury Park, a municipal corporation, to Jacob Elshtein and Elka Elshtein, his wife, dated May 5, 1989 and recorded in the Monmouth County Clerk's Office on May 11, 1989 in Deed Book 4930, page 387.

SUBJECT to easements, grants and restrictions of record, if any.

SUBJECT to such facts as an accurate survey may reveal.

CLARE FRENCH
 COUNTY CLERK
 MONMOUTH COUNTY
 NEW JERSEY

INSTRUMENT NUMBER
 2001153591

RECORDED ON
 Oct 11, 2001
 10:21:25 AM

BOOK: OR-8055
 PAGE: 8406

Total Pages: 2

COUNTY RECORDING FEES	\$18.00
DEDICATED TRUST FUND COMMISSION	\$2.00
COUNTY REALTY TRANSFER FEES	\$15.02
STATE REALTY TRANSFER FEES	\$37.48
TOTAL	\$72.50

Prepared by: (print signer's name below signature)

(For Recorder's Use Only)

JASON C. MANDIA, ESQUIRE



The street address of the Property is:

928 Bangs Avenue

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Witnessed By:

(Seal)

Jason C. Mandia
(as to both)

Jakob Elshtein

(Seal)

Elka Elshtein

(Seal)

STATE OF NEW JERSEY, COUNTY OF MONMOUTH
I CERTIFY that on September 14, 2001

SS.

Jakob Elshtein and Elka Elshtein

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of this Deed;

(b) executed this Deed as his or her own act; and,

(c) made this Deed for \$ 15,000.00

as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:

Jules L. Rossi, Esq.
734 Mattison Avenue
Asbury Park, NJ 07712

Jason C. Mandia
Attorney at Law of New Jersey



Deed

This Deed is made on September 14, 2001
BETWEEN

JAKOB ELSHTEIN (Jacob Elshtein) and ELKA ELSHTEIN, his wife

whose post office address is
1404 Roller Road, Ocean, NJ 07755

referred to as the Grantor,
AND

JOHN BARBAGALLO

COUNTY OF MONMOUTH	
CONSIDERATION	15,000 -
RTF	52.50 add'l RTF
DATE	10-11-01 BY NW

whose post office address is
6 Higgins Avenue, Old Bridge, NJ 08857

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of
FIFTEEN THOUSAND (\$15,000.00) DOLLARS.
The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of City of Asbury Park
Block No. 66 Lot No. 13 Qualifier No. Account No.
☐ No property tax identification number is available on the date of this Deed. (Check Box if Applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in
the City of Asbury Park
County of Monmouth and State of New Jersey. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING the same premises conveyed to the Grantors herein by Deed from City of Asbury Park, a municipal corporation, to Jacob Elshtein and Elka Elshtein, his wife, dated May 5, 1989 and recorded in the Monmouth County Clerk's Office on May 11, 1989 in Deed Book 4930, page 387.

SUBJECT to easements, grants and restrictions of record, if any.

SUBJECT to such facts as an accurate survey may reveal.

M. CLAIRE FRENCH
COUNTY CLERK
MONMOUTH COUNTY
NEW JERSEY

INSTRUMENT NUMBER
2001153591

RECORDED ON

Oct 11, 2001

10:21:25 AM

BOOK: OR-8055

PAGE: 8406

Total Pages: 2

COUNTY RECORDING FEES	\$18.00
DEDICATED TRUST FUND COMMISSION	\$2.00
COUNTY REALTY TRANSFER FEES	\$15.02
STATE REALTY TRANSFER FEES	\$37.48
TOTAL	\$72.50

Prepared by: (print signer's name below signature)

JASON C. MANDIA, ESQUIRE

(For Recorder's Use Only)



The street address of the Property is:

928 Bangs Avenue

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Witnessed By:

(Seal)

Jason C. Mandia
(as to both)

Jakob Elshtein

(Seal)

Eika Elshtein

(Seal)

STATE OF NEW JERSEY, COUNTY OF MONMOUTH
I CERTIFY that on September 14, 2001

SS.

Jakob Elshtein and Eika Elshtein

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of this Deed;

(b) executed this Deed as his or her own act; and,

(c) made this Deed for \$ 15,000.00

as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:

Jules L. Rossi, Esq.
734 Mattison Avenue
Asbury Park, NJ 07712

(Print name and title below signature)

Jason C. Mandia
Attorney at Law of New Jersey



EXHIBIT A

Attachment: EXHIBIT A (2023-6 : Extinguish the reverter in a deed for 900-901 Mattison Avenue, Block 603, Lot 3 aka Block 66, Lot 13)

EXHIBIT A

Attachment: EXHIBIT A (2023-6 : Extinguish the reverter in a deed for 900-901 Mattison Avenue, Block 603, Lot 3 aka Block 66, Lot 13)



**Asbury Park, New Jersey
ORDINANCE NO. 2023-1**

**ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION
OF A FINANCIAL AGREEMENT WITH K. HOVNANIAN'S BALTIC AT ASBURY
PARK URBAN RENEWAL, LLC CONCERNING PROPERTY LOCATED AT BLOCK
4003 LOTS 1, 2 AND 16 ON THE TAX MAP OF THE CITY OF ASBURY PARK AND
GRANTING A TAX EXEMPTION**

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Act") authorizes municipalities to determine whether certain parcels of land in the municipality qualify as areas "in need of redevelopment"; and

WHEREAS, the Act confers certain contract, planning, and financial powers upon a Redevelopment Entity, as that term is defined in the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey, has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the "Asbury Park Waterfront Redevelopment Plan (Plan IV)" (as amended and supplemented from time to time, the "Redevelopment Plan") with respect to the "Asbury Park Waterfront Redevelopment Area," as defined in the Redevelopment Plan (the "Redevelopment Area"); and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to undertake redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

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

WHEREAS, in accordance with the Redeveloper Agreement and the Redevelopment Plan, K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC (the "Entity") intends to develop and construct a building consisting of seventeen (17) condominium flats on property identified as Block 4003 Lots 1, 2, and 16 on the official tax map of the City of Asbury Park (the "Project") and located in the Redevelopment Area (the "Land"); and

WHEREAS, the Entity has been qualified by the State of New Jersey to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “LTTE Law”), and was created for the development, operation and maintenance of the Project; and

WHEREAS, in order to improve the feasibility of the construction, operation and maintenance of the Project, the Entity made application to the City, dated October 12, 2022, requesting a long term tax exemption and financial agreement with respect to the Project (the “Application”) pursuant to the LTTE Law, which Application is on file with the City Clerk; and

WHEREAS, the Entity has represented to the City that the Project would not be feasible in its intended scope but for the provision of financial assistance by the City; and

WHEREAS, after review of the Application, the City Manager recommended that the Application be approved on such terms as set forth in a proposed form of financial agreement (the “Financial Agreement”) substantially in the form attached hereto as Exhibit A, and by this reference incorporated herein, as may be modified in consultation with counsel as set forth herein, and

WHEREAS, the City Council has reviewed the Application and the terms of the Financial Agreement, and wishes to approve the Application on such terms, subject to the designation of the Entity as a Subsequent Developer, as such term is defined in the Redeveloper Agreement, and the execution of an agreement with the Entity as a Subsequent Developer in accordance with the Redeveloper Agreement, which is expected to occur simultaneously herewith; and

WHEREAS, the City hereby finds that the relevant benefits of the Project to the redevelopment of the Redevelopment Area outweigh the costs, if any, associated with the tax exemption, and in fact increase City revenues over current levels by granting the long term tax exemption for the Project, which relevant benefits are further described in the Application and the Financial Agreement; and

WHEREAS, the City hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance.

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

I. **GENERAL.** The aforementioned recitals are incorporated herein as though fully set forth at length.

II. **EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED.** (a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel. (b) The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section II (a) hereof, to attest to the

signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document. (c) The City Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the City Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes.

III. SEVERABILITY. If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

IV. ACTION REGARDING FINANCIAL AGREEMENT. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Financial Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

V. AVAILABILITY OF THE ORDINANCE. A copy of this Ordinance shall be available for public inspection at the offices of the City.

VI. EFFECTIVE DATE. This Ordinance shall take effect according to 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 ORDINANCE NO. 2023-1 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

LISA ESPOSITO
CITY CLERK

**EXHIBIT A to Ordinance
Financial Agreement**

Attachment: EXHIBIT A to Ordinance (2023-1 : Financial Agreement Ordinance for the Baltic Block 4003, Lots 1,2, and 16)

Record and Return To:

Residential Condominium

Re: THE BALTIC DEVELOPMENT
PROJECT
Asbury Park, New Jersey
Block 4003, Lots 1, 2 & 16 (17 Units)

PREAMBLE

THIS FINANCIAL AGREEMENT, (hereinafter the "Agreement") is made on _____, 2023, by and between:

K. HOVNANIAN'S BALTIC AT ASBURY PARK URBAN RENEWAL, LLC, qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq. (the "Tax Exemption Law"), having its principal office at 110 Fieldcrest Avenue, Edison, New Jersey 08837, hereinafter designated as the "Entity", and the City of Asbury Park, a Municipal Corporation of the State of New Jersey, hereinafter designated as the "City" having its principal office at One Municipal Plaza, Asbury Park, New Jersey 07712. The Entity and the City are sometimes collectively referred to as the "Parties".

RECITALS

WITNESSETH

WHEREAS, the Entity wishes to have a tax exemption granted for a project located at Block 4003, Lots 1, 2 and 16 on the Official Tax Maps of the City of Asbury Park. The project consists of the development and sale of 17 residential condominium/townhome Units and related site improvements. (hereinafter called the "Project"), and

WHEREAS, the City, does hereby grant its approval for the Entity to undertake and develop the Project upon the terms and conditions hereinafter set forth, and

WHEREAS, the Project will be developed in a redevelopment area of the City pursuant to the City's Waterfront Redevelopment Plan, as amended, which was adopted and amended pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL - PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq. (being sometimes herein referred to as the "Tax Exemption Law", the "Law" or the "Governing Law"). It being expressly understood and agreed that the City expressly relies upon the facts, data and representations contained in the Application attached hereto in granting the tax exemption provided in this Agreement.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, the following terms, when used in this Agreement, shall mean:

i. Administrative Fee - The annual fee paid to the City by Condominium Unit Owners in the Project. The administrative fee shall be calculated at 2% of the Annual Service

Charge levied on each Unit in the Project. The fee shall be payable and due on or before December 31st of each year for the duration of this Agreement. The annual fee shall be included in the City's invoices to the Condominium Unit Owners in the Project.

ii. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).

iii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the City determines to be the prevailing rate on mortgage financing on comparable improvements in Monmouth County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City in lieu of conventional local property taxation on the Project, as set forth in Article IV of this Agreement. At inception, the Annual Service Charge (i.e., PILOT) is equivalent to the Unpledged Portion of the Special Assessment under the Special Assessment Agreement executed contemporaneously with this Agreement.

v. Annual Gross Revenue - With respect to each Unit in the Project, the amount equal to the annual aggregate constant payments to principal and interest, assuming a purchase money mortgage encumbering the Unit to have been in an original amount equal to the initial value of the Unit with its appurtenant interest in the common elements as stated in the master deed creating the Condominium Regime, if unsold by the Entity, or, if the Unit is held by a Unit purchaser from time to time the most recent true consideration paid for a deed to the Unit

in a bona fide arms-length sale transaction but not less than the initial assessed valuation of the unit assessed at 100% of true value, plus the total amount of common expenses charged to the Unit pursuant to the by-laws of the Condominium Association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated above at the prevailing lawful interest rate for mortgage financing or comparable properties within the municipality as of the date of the recording of the Unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement. Gross Revenues and Net Profit shall not include any gain realized by the Entity on the sale of any Property or Unit in the Project pursuant to N.J.S.A. 40A:20-14(b).

vi. Applicant – The Entity which has been formed pursuant to the provisions of the Tax Exemption Law and has made the Application for a tax exemption under the Governing Law.

vii. Application - The document which contains the general statement of the nature of the proposed Project, the description of the proposed Project with a statement of the estimated cost of said Project and tentative financial plan and such other information as is required by N.J.S.A. 40A:20-8.

viii. Auditor's Report – An annual audited financial statement outlining the financial status with respect to the Project, which shall be prepared in a manner consistent with generally accepted accounting principles and shall detail all items required by the Governing Law. The report shall be prepared and its contents certified by a certified public accountant who is licensed to practice that profession in and by the State of New Jersey.

ix. Certificate of Occupancy – A temporary or permanent certificate of occupancy issued by the City authorizing occupancy of a building or a Unit pursuant to N.J.S.A. 52:27D-133.

x. Condominium Association - The entity responsible for the administration of a condominium incorporated pursuant to the Condominium Act, N.J.S.A. 46:8B-1 et seq.

xi. Condominium Regime - A form of ownership of real property under a master deed filed pursuant to N.J.S.A. 46:8B-1 et seq. providing for ownership by one or more owners of Units of residential or commercial improvements together with an undivided interest in common elements as described in the master deed.

xii. Condominium Unit – An individual unit, together with an undivided interest in the common elements, as described in the master deed of the Condominium Regime. A Condominium Unit is also referred to in this Agreement as a Unit.

xiii. Condominium Unit Owner - The legal entities, person or persons owning a Unit in fee simple as evidenced by the recorded Unit deed.

xiv. County Share Constant – Shall mean 1.052631579.

xv. Default - The failure of any party bound by this Agreement to perform any obligation imposed on such party within applicable notice and cure periods provided in this Agreement.

xvi. Entity - The Parties agree that reference to the term "Entity" as used in this Agreement shall initially mean the Applicant and upon the transfer of title of the Project to a successor (other than transfer to a Condominium Unit Owner) shall mean such successor in interest to the Project, as applicable.

xvii Force Majeure Event- shall mean any acts of God, fire, volcano, earthquake, hurricane, blizzard, infectious disease, epidemic, pandemic, technological disaster, catastrophe, large scale infestation of any type, tremors, flood, explosion, release of nuclear radiation, release of biotoxic or of biochemical agent(s), the elements, war, blockade, riots, mob violence or civil disturbance, any act(s) of terrorism or terroristic threat, a cyber attack or unauthorized and/or illegal interference with computer communication systems that disables or substantially interferes with critical functions or access to data, an inability to procure goods or services or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, governmentally

imposed moratoriums, court orders, laws, rules, regulations or other orders of governmental or public agencies, bodies or authorities, but only to the extent that such events directly cause an inability to perform a material provision of this Agreement and only to the extent that such events are out of the reasonable control of the Party claiming relief.

xviii. Improvements - Any building, structure or fixture permanently affixed to the land on which the Project is located as described in the master deed.

xix. In Rem Tax Foreclosure - A summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale. Said foreclosure proceeding is governed by N.J.S.A. 54:5-1 et seq.

xx Land – The raw, unimproved land comprising the Property (defined below) exclusive of any improvements which may hereinafter be constructed thereon.

xxi. Land Taxes - The amount of taxes levied on the assessed value of the Land pursuant to N.J.S.A. 54:4-1 et seq.

xxii. Law - The term "Law" or "Governing Law" shall refer to the Tax Exemption Law and all other relevant and applicable federal and state statutes, rules, regulations and municipal ordinances and resolutions consistent with and/or supplementing the requirements of the Law.

xxiii. Limited Dividend Entity - Entity conforming to the terms of N.J.S.A. 40A:20-3(b).

xxiv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount of the total real property taxes levied against the Land in the last full year in which the Land was subject to conventional local property taxation, as escalated by the increase in the Municipal Purposes Tax Rate in each intervening year since the Land was last subject to conventional local property taxation.

xxv. Municipal Increase – In any given year shall mean the sum of one and the percentage increase in the Municipal Purposes Tax Rate from that of the prior year.

xxvi. Municipal Purposes Tax Rate - means the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

xxvii. Net Profit - The Gross Revenue of the Entity less all operating and non-operating expenses of the Entity and any condominium charges or fees paid by the Entity and not reimbursed by a Condominium Unit Owner, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

xxviii. Project - The Property (defined below), housing units and related improvements thereon, which are the subject of and described in this Agreement and the Application and as defined in N.J.S.A. 40A:20-3(e). The Project shall contain seventeen (17) housing Units as reflected in the master deed creating the Condominium Regime hereafter to be filed and recorded for the Project. The Project does not include the development of improvements located within the public rights-of-way.

xxix. Pronouns – He, she or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

xxx. Property – The real property located in the City of Asbury Park and identified on the official tax map of the City as Block 4003, Lots 1, 2 and 16, including any Improvements constructed thereon as contemplated for the Project. The parties acknowledge that the Property consists solely of the Land as of the effective date of this Agreement.

xxxi. Sales Price – If unsold shall mean:

Baltic	Base Price	Quantity
G	\$ 646,000	3
F	\$ 807,500	3

E2 \$ 850,000 11

The foregoing are the average base sales prices set forth in the Application. The base sales prices set forth in this Agreement are estimates and are not reflective of any options and any potential location premiums. Upon the transfer of a Condominium Unit to a bona fide purchaser; upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), Sales Price shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value at the time of such transfer as determined by the City's tax assessor.

xxxii. Special Assessment Agreement – The Special Assessment Agreement between the Entity and the City dated the same date as this Financial Agreement.

xxxiii. Statutes - The laws of the State of New Jersey including N.J.S.A. 40A:20-1 et seq.

xxxiv. Substantial Completion - The determination by the City that a Unit in the Project is ready for occupancy and as further defined in N.J.S. A. 54:4-63.1 et seq. Issuance of a Certificate of Occupancy shall be conclusive proof of Substantial Completion.

xxxv. Tax Ratio – the Chapter 123 ratio published by the New Jersey Division of Taxation for the relevant tax year for tax appeal purposes, representing the relationship of the assessed value of real property within the City to the market value of real property within the City. The Tax Ratio shall be deemed to be 100% in any year in which the City implements a revaluation or reassessment.

xxxvi. Termination – The expiration of this Agreement or the prior termination of this Agreement by the City, the Entity or a Condominium Unit Owner as set forth herein.

xxxvii. Total Project Cost – The parties hereto stipulate that the Total Project Cost of the Project as defined in the Governing Law, is anticipated to be approximately \$13,600,509.00.

Section 1.3 Exhibits Incorporated

All exhibits which are referred to in this Agreement and are attached hereto, are incorporated herein and made a part hereof.

Section 1.4 City Findings

Pursuant to the Law, the City finds that the tax exemption granted pursuant to this Agreement will benefit the City and its citizens and enhance the prospects of the City's Waterfront Redevelopment Area. The City further finds the benefits of granting a tax exemption for the Project far outweigh its costs, if any, and that absent such tax exemption the Project would not be undertaken. The Project is expected to assist in attracting residents to the City, result in new public infrastructure and creating employment opportunities within the City. The tax exemption will help to offset the extraordinary costs of developing and constructing the Project. The high costs associated with the development of the Project together with conventional real estate taxes would otherwise operate as a disincentive to the redevelopment of the Property, make the Project materially less competitive in the marketplace and frustrate the goals and objectives of the City's Waterfront Redevelopment Plan.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City by execution of this Agreement has granted and does hereby grant its approval for a tax exemption for the Project to be developed and to be maintained under the provisions of the Law on the Property. Pursuant to the Governing Law, the Project shall be exempt from taxation during the Term of this Agreement, and the Land shall be exempt from Land Taxes during the Term of this Agreement once the Annual Service Charge has commenced.

Section 2.2 Approval of Entity

The City hereby approves the Entity undertaking the Project. The Entity by execution of this Agreement hereby understands and agrees that it is obligated to comply and conform with

Governing Law and this Agreement in all respects with applicable Laws. A copy of the Entity's amended certificate of formation is attached hereto as Exhibit 3. A copy of the approval of the Department of Community Affairs is similarly attached hereto as part of Exhibit 3.

Section 2.3 Land Taxes

Without limiting the provisions of Section 2.1 above, no Land Taxes or other separate tax on the Land shall be levied, assessed or be subject to separate taxation during the Term of this Agreement, provided however, that the Entity shall make payment of Land Taxes during the construction of the Project, as set forth at Section 4.5, below.

Section 2.4 The Urban Renewal Entity

In accordance with N.J.S.A. 40A:20-3(g), the Entity which initially owns and constructs the Project and all of the Units shall be a Limited Dividend Entity subject to the profit limitations provided in the Governing Law. These profit limitations are specifically incorporated by reference in this Agreement, shall be applicable to this Agreement, and shall be appropriately considered and followed in the Auditor's Report required to be prepared and delivered under this Agreement.

In accordance with N.J.S.A. 40A:20-14(b), there is expressly excluded from the calculation of Annual Gross Revenue and from Net Profit as defined in the Governing Law and this Agreement any gain realized by the Entity on the sale of the Property or any Unit in the Project, whether or not taxable under federal or state law.

In accordance with N.J.S.A. 40A:20-15 (but subject to N.J.S.A. 40A:20-14(b)), whenever the Net Profit of the Entity for the period taken as one accounting period, commencing on the date on which the construction of the first Unit of the Project is completed and terminating at the end of the last full fiscal year of the Term shall exceed the Allowable Net Profit for the period, the Entity shall pay the excess net profits to the municipality as an additional service charge within 120 days of the close of that fiscal year.

Notwithstanding anything herein to the contrary, the Entity may maintain, during the Term of the Agreement, a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of the Annual Gross Revenues of the Entity for the last full fiscal year, and may retain such part of those excess net profits as is necessary to eliminate a deficiency in that reserve. Upon Termination of this Agreement, the amount of reserve, if any shall be paid to the City within 90 days of such Termination.

The Entity shall not make, declare or pay any profit, distribution or emolument of any kind to its principals, stockholders, members, partners, etc. in contravention of N.J.S.A. 40A:20-15.

The Entity shall comply with the requirements of the Governing Law. All the organizational papers and documents regarding the formation/creation of the Entity have been forwarded to and approved by the State Department of Community Affairs. Any subsequent purchaser of any Unit in the Project shall not be required to be an urban renewal entity but shall be fully subject to this Agreement. Unless this Agreement has been terminated, deeds made by the Entity to purchasers of Units in the Project shall reflect the existence of this Agreement as an encumbrance on title to such Unit.

The Entity shall have the powers and authority reflected in N.J.S.A. 40A:20-6 and 7 and all of the rights provided in the Governing Law. The Entity will construct the Project in accordance with the permits and approvals for the Project.

Notwithstanding the foregoing, to the extent that the Tax Exemption Law shall be amended and/or finally interpreted by a court of competent jurisdiction so that the provisions set forth in this Section 2.4 no longer accurately reflect the provisions of the Tax Exemption Law, the Tax Exemption Law shall control unless the terms contained herein are ratified and validated in a similar fashion to N.J.S.A. 40A:20-22.

Section 2.5 Ownership, Management and Control

The Entity is the designated redeveloper of the Property pursuant to that certain Subsequent Developer Agreement executed between the City, Master Developer, and K.

Hovnanian Holdings NJ, LLC, executed on or about May 28, 2021 and amended by Amendment to Subsequent Developer Agreement executed between the City, the Entity and K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC dated January 11, 2023 and shall develop, operate, manage and sell the Units in the Project.

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

Absent Termination of this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for thirty (30) years (the "Term") for each residential Unit, commencing on the date of Substantial Completion of each Unit, as set forth in Article IV below, after which time the tax exemption for each Unit shall expire and the land and the improvements comprising each Unit shall thereafter be assessed and taxed pursuant to N.J.S.A. 54:4-1 et seq. Notwithstanding the foregoing, the Term shall not extend for more than thirty-five (35) years from the date that this Agreement is executed by the Parties.

Section 3.2 Purpose and Benefits of Agreement

- A. Relative Benefits of the project when compared to the costs:
 - i The current real estate taxes on the Land, generate revenue of less than approximately \$19,347 per annum.
 - ii The Annual Service Charge will provide annual net revenue to the City of approximately \$97,476.
 - iii The Project will provide revenue to the City in an amount which is substantially greater than the amount the City would have received if conventional local property taxation had remained in effect with respect to the Property.
- B. Assessment of the Importance of the Tax Exemption/Abatement in obtaining development of the Project and influencing the locational decisions of probable occupants:
 - i Without the exemption, the Project is not financially viable;

- ii The exemption permits better use of land and the construction of needed ratables; and
 - iii The exemption permits private development of housing in the City's Waterfront Redevelopment Area consistent with the City's Waterfront Redevelopment Plan.
- C. By the subsequent adoption of an Ordinance introduced on January 11, 2022 and entitled "Ordinance of the City of Asbury Park Authorizing the Execution of a Financial Agreement with K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC Concerning Property Located at Block 4003, 1, 2 and 16 on the Tax Map of the City of Asbury Park and Granting a Tax Exemption", attached to this Agreement, the Mayor and City Council will consider the approval and above findings and those contained in Section 1.3, the Entity's Application and authorize the execution of this Agreement.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge — N.J.S.A. 40A:20-14

In consideration of the exemption from taxation for the Project, the Entity and each successor Condominium Unit Owner, as applicable, shall make payment to the City of an Annual Service Charge for municipal services supplied to the Project and to each Unit which shall be:

a. In the period after Substantial Completion and prior to the closing of a Unit between the Entity and a third party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price for such Unit multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate divided by 100 multiplied by the County Share Constant.

b. In the first year following the initial transfer of a Unit between the Entity and the third party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate divided by 100 (the "Municipal Share") multiplied by the County Share Constant. As an example, solely for illustrative purposes: if the Sales Price were \$850,000, the Tax Ratio were 32.58%, and the Municipal

Purposes Tax Rate were \$2.970, then the Municipal Share would be \$8,224.82 (which equals \$850,000, multiplied by 32.58% multiplied by 2.970 divided by 100). The Annual Service Charge would be the greater of (i) \$8,657.71 (which equals the Municipal Share (\$8,224.82) multiplied by the County Share Constant (1.052631579)) or (ii) the Minimum Annual Service Charge.

c. In each following year

(a) in which the City is reporting 100% of value to the Monmouth County Tax Board (i.e., when the City's Tax Ratio of assessed value to market value for real estate taxes is 100%), the greater of (i) the Minimum Annual Service Charge or (ii) the assessed value assigned to the Unit by the tax assessor multiplied by the Municipal Purposes Tax Rate divided by 100 multiplied by the Tax Ratio (the "Municipal Share"), multiplied by the County Share Constant.

(b) in which the City is not reporting 100% of value to the Monmouth County Tax Board, the greater of: (i) the Minimum Annual Service Charge or (ii) the prior year Municipal Share multiplied by the Municipal Increase multiplied by the County Share Constant. As an example, solely for illustrative purposes: if the Municipal Share in the prior year was \$8,224.82, and the Municipal Purposes Tax Rate in the prior year was \$2.970 and the current year Municipal Purposes Tax Rate is \$3.100, then the percentage increase in the Municipal Purposes Tax Rate would be .04377 (which is the result of dividing .13 (3.100 – 2.970) by 2.970). The Municipal Increase would equal the sum of 1 plus .04377, which is 1.04377. The Annual Service Charge would be the greater of (i) \$8,224.82 multiplied by 1.04377, multiplied by 1.052631579 (the County Share Constant), which equals \$9,086.65, or (ii) the Minimum Annual Service Charge.

The Annual Service Charge shall be calculated from the First day of the month following the determination by the City of Substantial Completion of each Unit in the Project in the manner set forth herein.

During the Term, the City shall remit five (5%) percent of the Annual Service Charge received by it in the County of Monmouth upon the City's receipt of same.

The Administrative Fee further described a Section 8.2 hereof, shall constitute as an additional Annual Service Charge.

In the event that the exemption of Land Taxes provided in Sections 2.1 and 2.3 hereof, and authorized by N.J.S.A. 40A:20-12, is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect, and the calculation of the Annual Service Charge herein shall be reformed as follows:

In addition to the Annual Service Charge as calculated at Section 4.1(a), (b), (c) or (d) above, as applicable, the Annual Service Charge shall be increased by the Land Taxes due multiplied by the County Share Constant. In the event that Land Taxes become due, the Entity has not waived the credit with respect to same set forth at N.J.S.A. 40A:20-12, and the City will apply the statutory credit to the Annual Service Charge due from the Entity or the Condominium Unit Owner, as applicable.

For the avoidance of doubt, a Condominium Unit Owner shall have the right, at its option, to appeal the assessment of its Unit for (i) any tax year for which the City is reporting 100% of value to the Monmouth County Tax Board (i.e., when the City's Tax Ratio of assessed value to market value for real estate taxes is 100%); or (ii) the thirtieth (30th) year of the term of this Agreement. Any such appeal shall be filed in accordance with, and governed by, the applicable laws and regulations that govern tax appeals generally. Any such challenge shall be brought within the time permitted for the filing of tax appeals under Applicable Law. Notwithstanding the foregoing, if for any reason it should be determined that the tax court lacks jurisdiction, then the assessment may be contested pursuant to the dispute resolution provisions of this Agreement, and if an appeal was initially filed in a timely manner with the tax court, shall be deemed to have been timely filed. Notwithstanding anything to the contrary herein, in no event may any tax appeal result in a reduction of the Pledged Portion of the Special Assessment under the Special Assessment Agreement.

Section 4.2 Quarterly Installments

Payment of the Annual Service Charge shall be made in quarterly installments on those dates when ad valorem real estate tax payments within the City are due subject, nevertheless, to adjustment for over or underpayments within thirty (30) days after the close of each calendar year. In the event that the Entity or any Condominium Unit Owner fails to timely pay the Annual Service Charge, the amount unpaid shall accrue interest at the rate applicable for unpaid real property taxes.

Section 4.3 Pro Rata Basis of Annual Service Charge

The Annual Service Charge with respect to each Unit of the Project for the year in which it is Substantially Completed, shall be adjusted on a pro rata basis from its commencement to the close of such calendar year. For the year in which Termination of this Agreement occurs, the Annual Service Charge shall be similarly pro-rated.

Section 4.4 Annual Service Charge Following Termination

The Entity or any Condominium Unit Owner may terminate this Agreement prior to the expiration of the Term with respect to its Unit upon thirty (30) days written notice to the City. This Agreement may also be terminated by the City in accordance with Section 20.1 below. After Termination of this Agreement with respect to the Project or to any Unit, whichever is applicable, the Property or such Unit shall thereafter be assessed and taxed as conventional real property. Termination of this Agreement prior to the maturity of the RAB Bonds shall not terminate the Entity's or Condominium Unit Owner's obligation to pay the Special Assessment, as defined below, in accordance with the terms of the RAB Bonds (which Entity obligation, for the avoidance of doubt, shall cease upon the sale of the Project to purchasers of Units in the Condominium as set forth under Section 21.7 herein, and the Condominium Unit Owner shall then be responsible for the payment of the Special Assessments under the Special Assessment Agreement executed contemporaneously with this Agreement).

Section 4.5 During Construction

During the period between commencement of construction of the Project and the Substantial Completion of the Project and/or Unit(s), the Entity shall make a payment of only Land Taxes.

Section 4.6 Special Provisions Regarding the RAB Law

As a consequence of certain separate agreements implemented by City Ordinances and resolutions, the City has agreed that the cost of installation of infrastructure and related expenses required for the development of the Project is being financed by the City's issuance of bonds pursuant to the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. (the "RAB Law"). Such improvements are also subject to a special assessment (the "Special Assessment") and more specifically in a Special Assessment Agreement. Therefore, acting in accordance with N.J.S.A. 40A:12A-66, the City and the Entity have agreed that the Annual Service Charge imposed on the Units has been determined in a manner that, at the time of the initial transfer of title of a Unit from the Entity to a Unit purchaser: (i) yields to the City the amount of net revenue that the City would have received (net of taxes payable to the county and for board of education purposes) had conventional local property taxation remained applicable to such Units; and (ii) the Special Assessment (including the Annual Service Charge) due on each Unit will not exceed the amount of conventional taxes that would have been due on each Unit had conventional local property taxation remained applicable to such Unit. Accordingly, the terms of N.J.S.A. 40A:20-12(b)(2) requiring a specified minimum and maximum Annual Service Charge and staged increases in the Annual Service Charge shall not apply during the term of this Agreement. This Agreement is conditioned upon issuance of the RAB Bonds by the City, after the City obtains all prerequisite governmental approvals required for such issuance, and upon the RAB Bonds remaining outstanding during the Term of this Agreement. The City shall take no action to redeem the RAB Bonds prior to the end of the Term of this Agreement.

Section 4.7 Leases

Any lease between the Entity and a tenant shall not require the City's consent or approval, and may require that a tenant pay all or part of the applicable Annual Service Charge or Minimum Annual Service Charge provided that no requirement will relieve the Entity of such obligations under this Agreement unless agreed to by the City.

ARTICLE V - DISPUTE RESOLUTION

Section 5.1 Arbitration

In the event of a breach of the within Agreement, other than a payment default, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party shall submit the dispute to arbitration, which shall utilize the New Jersey law and the arbitration rules of the American Arbitration Association to be resolved in accordance with such law, rules and regulations in such a fashion as to accomplish the purposes of the Governing Law and this Agreement. The cost of the arbitration shall be borne equally by the Parties.

The Parties shall determine whether one arbitrator or a panel of three arbitrators will determine the dispute. An arbitrator shall be mutually acceptable to the Parties and shall have the following qualifications: (i) an attorney at law or other professional of the State of New Jersey, with no less than fifteen years' experience, and whose expertise is in redevelopment projects utilizing the Governing Law; or (ii) any other qualifications mutually acceptable to the Parties. In the event that the Parties cannot agree on the selection of the arbitrator(s), then the dispute shall be arbitrated by a panel of three arbitrators, with each party selecting each arbitrator, and those two arbitrators selecting the third.

The arbitrator(s) shall make written findings of fact and conclusions with respect to compliance with the Governing Law. Any arbitration award may be appealed by either party to the New Jersey Superior Court, Law Division, with respect to asserted errors of fact or law, and

the outcome of such appeal may be further appealed in the New Jersey courts, and shall not be limited in any way due to the origin of the action in arbitration.

In the event of a default in payment of the Annual Service Charge as defined in Article IV, above, the City, among its other remedies, reserves the right to proceed against the Entity's Property, in the manner provided by N.J.S.A. 54:5-1 et seq., irrespective of any Arbitration proceeding and any act supplementary or amendatory thereof. Whenever the word taxes appears or is applied directly or impliedly to mean taxes or municipal liens on land such statutory term shall be read, as far as pertinent to this Agreement, as if the Annual Service Charge constitutes taxes or municipal liens on land. In such event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above-referenced manner.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to Substantially Complete the Project and to obtain the Certificate(s) of Occupancy for each Unit within the Project at the time when each Unit is eligible for the issuance of a Certificate of Occupancy. The City shall cooperate to ensure that any offsite infrastructure or other improvements which is the responsibility of the City and/or the Master Developer are approved and completed in a timely manner to ensure the uninterrupted development and issuance of certificates of occupancy for the Units within the Project by the Entity.

Section 6.2 Substantial Completion

The Annual Service Charge is to commence on the first day of the month following the Substantial Completion of any Unit in the Project. The Annual Service Charge shall become payable upon the Substantial Completion of a Unit in the Project regardless of whether the Unit is sold, occupied or tenanted. Only Land Taxes shall be payable prior to Substantial Completion, in accordance with Section 4.5.

Section 6.3 Filing of Certificate of Occupancy

It shall be the responsibility of the City to forthwith file with and or submit to the Tax Assessor of the City a copy of each Certificate(s) of Occupancy issued for a Condominium Unit in the Project.

Failure of the City to file or submit such issued Certificate(s) of Occupancy, as required by the preceding paragraph, shall not restrict the City's Tax Assessor from taking appropriate action.

The estimated cost data disclosed by the Application submitted by the Entity with this Financial Agreement may at the option of the City's Building Department be used as the basis for construction cost determinations applicable to the issuance of building permits(s) for the Project.

ARTICLE VII - ANNUAL AUDITS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls required for proper record control under the Agreement. The requirements for submission of periodic reports by the Entity including, without limitation, any Auditor's Reports except for a final accounting required by the Law, shall cease when the Entity no longer has an interest in the Project and have sold all Units as evidenced by recorded deeds or except as required by the Governing Law, following Termination of this Agreement.

Section 7.2 Periodic Reports

Within ninety (90) days after the close of each fiscal or calendar year, depending on Entity's accounting basis for the duration of this Agreement, (taking into account Section 7.1), the Entity shall submit an auditor's report certified by a certified public accountant for the preceding fiscal or calendar year to the City's Chief Financial Officer and the City Clerk, and the Director of the New Jersey Division of Local Government Services. The auditor's report shall conform to all applicable standards of the Tax Exemption Law and shall include the following data:

Annual Gross Revenue data, Net Profits, excess profits, sales date and sales price of each Unit conveyed, principal amount and the interest rate of any mortgage(s) associated with the purchase of each Unit, to the extent known, a listing of those Units identified as investor owned

Units and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder pursuant to the Governing Law and this Agreement.

Failure by the Entity to submit the reports required by this Article VII shall subject the Entity to a fine, payable to the City, commencing on the 91st day after such report is due, in the amount of \$100.00 per day for each day after the 90th day that such report is not filed.

Section 7.3 Project Sales or Leases

When the Project or Unit is sold or leased, all relevant data regarding such sale or lease, including date, consideration, all relevant closing documents (such as deed, and affidavit of consideration), leases, shall be submitted to the City Clerk & Tax Assessor.

Section 7.4 Inspection

The Entity shall permit upon proper request an inspection of property, equipment, buildings and other facilities of the Project as well as an examination and audit of the books, contracts, records, documents and papers by representatives duly authorized by the City or the New Jersey Division of Local Government Services in the Department of Community Affairs. Such examination or audit shall be made following reasonable advance notice during business hours, and shall be conducted in the presence of any officer or agent of the Entity to which the examination or audit relates.

ARTICLE VIII - APPLICATION AND ADMINISTRATIVE FEE

Section 8.1 Application Fee

The Entity has paid to the City an application fee representing two percent (2%) of the estimated first year's Annual Service Charge, as a fee for processing the Application.

Section 8.2 Administrative Fee

(a) Defined. The Entity acknowledges and agrees that, in addition to the payment of the Annual Service Charge, an annual administrative fee to the City shall be payable. The annual Administrative Fee shall be 2% of the Annual Service Charge in each year. For purposes of enforcement of collections, such payments shall be considered to be an additional part of the Annual Service Charge and shall be included in billing statements provided by the City to Unit Owners. The Administrative Fee shall be payable and due on or before December 31st of each year with interest accruing for late payments in accordance with the standards applicable to the Annual Service Charge.

(b) Submission of Deeds. The Entity shall submit filed copies of all deeds certified to be true copies within thirty (30) days of a closing to the City Tax Assessor.

ARTICLE IX - INTENTIONALLY OMITTED

ARTICLE X - ASSIGNMENT AND/OR ASSUMPTION

Section 10.1 Assignment

The Entity may assign its rights under this Agreement with the prior written consent of the City, which consent will be granted provided (a) the new entity is an urban renewal entity formed pursuant to the Governing Law, (b) at the time of such assignment, the new entity is or has agreed to become the fee owner of the Project and has agreed in writing to undertake any remaining construction and completion of the Project; (c) the new entity does not own any other Project subject to a long term tax exemption at the time of transfer; (d) the assignor Entity is not then in default of this Agreement; (e) the assignor Entity's obligations under this Agreement are fully

assumed by the new entity; (f) the new entity shall have demonstrated to the City's reasonable satisfaction its financial capability and experience; and (g) the assignor Entity shall pay the City a transfer fee equal to two percent (2%) of the then current Annual Service Charge as required by N.J.S.A. 40A:20-10(d). Upon the transfer of this Agreement to an assignee, the Entity shall be discharged from any further obligation with respect to the Project. Voluntary transfers of more than ten (10%) percent of the ownership of the Project or any portion thereof shall be subject to N.J.S.A. 40A:20-5e. Nothing contained in this Agreement shall prohibit transfers of interests in the Entity itself provided that notice of the transfer, if greater than ten (10%) percent, shall be provided to the City in accordance with N.J.S.A. 40A:20-5e. Nothing in this Section shall be applicable to the sale or conveyance of a Condominium Unit for which certificate of occupancy has been issued to a Condominium Unit Owner.

Section 10.2 Deed Recitals

While this Agreement remains in effect, deeds for Units in the Project shall include a recital that (a) the grantee is subject to the terms and conditions of this Agreement, and (b) that this Agreement runs with the land for the duration of this Agreement and that by accepting this deed, the grantee acknowledges it has received from the Entity a true copy of the aforementioned Agreement, the originals of which may be examined by the grantee in the Office of the City Clerk during regular working days and hours.

Section 10.3 Operation of Project

Following the filing of the master deed creating the condominium, the Project shall be operated in accordance with the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et. seq. as now or hereafter amended and/or supplemented. The Entity hereby agrees at all times prior to the expiration or termination this Agreement to remain bound by the provisions of this Agreement and those of N.J.S.A. 40A:20-1 et. seq., as currently amended and supplemented with respect to Units in the Project which are owned and not sold by the Entity. Upon the sale of

any Unit, the successor in title shall be similarly bound and the Entity shall be relieved and discharged from any obligation or liability under this Agreement with respect to such Unit.

ARTICLE XI - INTENTIONALLY OMITTED

ARTICLE XII - RECORDING

Section 12.1 Recordation of Agreement

The City shall record at the Entity's expense a fully signed original of this Agreement with the office of the Monmouth County Clerk prior to the first conveyance of a Condominium Unit by the Entity.

ARTICLE XIII - WAIVER

Section 13.1 Waiver

Nothing contained in this Agreement shall constitute a waiver or relinquishment by the Entity or the City of any rights and remedies, including without limitation, the City's right to terminate this Agreement and the tax exemption granted hereunder for an uncured breach of any of the terms provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City or the Entity has under law, in equity, or under any provisions of this Agreement.

ARTICLE XIV - NOTICES

Section 14.1 Sent by City

Any notice required hereunder to be sent by either party to the other shall be sent by a nationally recognized overnight courier service or by certified or registered mail, return receipt requested, addressed as follows:

When sent by the City to the Entity notices shall be addressed to K. HOVNANIAN'S BALTIC AT ASBURY PARK URBAN RENEWAL, LLC, 110 Fieldcrest Avenue, Edison, New Jersey 08837, Attention: Carl W. Erler, Division Counsel, unless, prior to the giving of notice, the Entity shall have notified the City otherwise in writing.

Upon the transfer of title to any Unit in the Project, notice shall be sent to the new owner at the Project or to the address listed for the Condominium Unit Owner on the last tax duplicate of the City unless written notice of a different address for the Condominium Unit Owner was provided to the Tax Assessor and Tax Collector of the City.

Section 14.2 Sent by Entity

When sent by the Entity or Condominium Unit Owner to the City, notice shall be addressed to the City Clerk, Mayor and City Manager at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, unless, prior to the giving of notice, the City shall have notified the Entity or Condominium Unit Owner otherwise in writing. The notice to the City shall identify the subject and property to which it relates.

ARTICLE XV - INTENTIONALLY OMITTED

ARTICLE XVI - CONSTRUCTION/ENFORCEMENT

Section 16.1 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

ARTICLE XVII - WASTE AND REFUSE DISPOSAL

Section 17.1 Responsibility of Entity

Unless the City otherwise agrees, collection and disposition of all solid waste, refuse and recyclables emanating from the Project shall be the exclusive responsibility of the Entity prior to the filing of the master deed creating the condominium, and thereafter by the Condominium Association. The Entity or other responsible party shall engage a licensed collector, hauler or scavenger at the Entity's (or other responsible party's) cost and expense to collect and dispose such waste and recyclables.

ARTICLE XVIII - INDEMNIFICATION

Section 18.1 Defined

It is understood and agreed that, in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of the within Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., by the Entity, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto to which intervention the Entity hereby consents. The expense of such intervention thereof shall be borne by the City.

ARTICLE XIX - DEFAULT

Section 19.1 Default

“Default” shall be the failure of the Entity or a Condominium Unit Owner to perform its obligations under this Agreement after notice and within applicable cure periods provided in this Agreement. For the avoidance of doubt, a Default by any Condominium Unit Owner shall not be a Default by the Entity or any other Condominium Unit Owner. The obligations of the Condominium Unit Owners are not cross-defaulted with the obligations of any other Condominium Unit Owner or cross-collateralized with any other Condominium Unit Owner’s Unit.

Section 19.2 Cure Upon Default

Should the Entity or any Condominium Unit Owner be in default in the payment or performance of its obligations under this Agreement, the City shall notify such defaulting party of said default. Said notice shall set forth with particularity the basis of the alleged default. The defaulting party shall have 90 days to cure any default, except for a payment default, which the defaulting party shall have 10 days to cure. If any non-payment default cannot be cured within the cure period then, provided that diligent cure efforts are being prosecuted, the period for cure shall be extended for an additional 90 days after which this Agreement may be terminated as to the affected Unit(s) in accordance with the Governing Law.

Section 19.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the real property which is the subject of the default pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq. All of the remedies provided in this Agreement to the City and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. Further the bringing of any action for any unpaid charges due to the City under this Agreement, the Annual Service Charge, or for breach of any covenant or the resort to any other remedy herein provided for shall not be construed as a waiver of the right of the City to terminate the tax exemption as to the real property which is the subject of the Default.

Section 19.4 Force Majeure

The Parties acknowledge and agree that the performance or non-performance by both or either of the Parties of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is the result of a Force Majeure Event, provided however, that the Force Majeure Event was not the result of or did not arise out of any unlawful action or non-action of the party relying on such Force Majeure Event as justification for the performance, failure of performance, or delay in performance of the subject obligation, requirement, commitment or other responsibility. In the event of a Force Majeure Event, either party hereto may obtain an extension of time to perform any obligations arising under this Agreement by notifying the other party in writing pursuant to the provisions of Article XIV of the Force Majeure Event no later than thirty (30) days after the first occurrence of the Force Majeure Event, and such extension of time shall commence upon the first occurrence of the applicable Force Majeure Event; provided, however, that if either party fails to give such notice within such thirty (30) day period, and the event or occurrence that is the basis for the Force Majeure Event continues for more than thirty (30) days, such delay shall still be a Force Majeure Event that excuses the impacted party's performance if the impacted party gives notice thereof, but the period of time during which such performance is excused shall commence on the date when the notice is

received by the non-impacted party. Any such extension of time shall only be for so long as the Force Majeure Event reasonably requires.

ARTICLE XX - TERMINATION

Section 20.1 Termination Upon Default of the Entity or Condominium Unit Owner

In the event the Entity or Condominium Unit Owner fails to cure or remedy such default or breach within the time period provided in Section 19.2, the City may terminate this Agreement, but only as to the Condominium Unit(s) affected by the Default upon 30 days written notice to the Entity or Condominium Unit Owner then in Default. For purposes of the Entity rendering a final financial accounting, the termination of this Agreement shall be deemed to be the end of the fiscal year for the Entity. If the termination results from a Default by the Entity, the Entity shall within 90 days after the date of such termination, pay to the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-13 and N.J.S.A. 40A:20-15 as well as the excess profit, if any, payable under this Agreement. The termination date of this Agreement shall be deemed to be the end of the Entity's fiscal year.

Upon such termination of the exemption for the Project or any Unit, all affected properties and all improvements made thereto shall be assessed from the date of termination under conventional real property taxation principles.

ARTICLE XXI - MISCELLANEOUS

Section 21.1 Conflict

The parties agree that in the event of a conflict between the Application, and this Agreement, this Agreement shall govern and control. The Governing Law shall supersede any conflict between its terms and this Agreement provided that the Governing Law shall be interpreted and applied in a manner consistent with the terms of the RAB Law, N.J.S.A. 40A:12A-64 et seq.

Section 21.2 Oral Representations

There have been no oral representations made by any of the parties hereto which are not contained in this Agreement. This Agreement, the City's Ordinance approving this Agreement, the Application, that certain Subsequent Developer Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement and that certain Special Assessment Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement, constitute the entire Agreement between the Parties, and there shall be no modifications hereto other than by a written instrument executed and delivered by the Parties.

Section 21.3 City's Ordinance

The City's Ordinance approving this Agreement is incorporated in this Agreement and a made part hereof.

Section 21.4 Good Faith

The covenants of good faith, fair dealing and implied necessity are deemed incorporated into and made a part of this Agreement.

Section 21.5 Grammatical Usage

The bracketing, of the letter "s" at the end of a word such as Unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

Section 21.6 Tentative Financial Plan

A financial plan and detailed representations and covenants by the Entity conforming to N.J.S.A. 40A:20-9 for the undertaking of the Project is included in the Application. The Entity represents that they will diligently attempt to construct the Project in accordance with the information contained in the Application and the terms of the Subsequent Developer Agreement.

Section 21.7 Condominium Sales

Notwithstanding any contrary term or provision of this Agreement, the City expressly agrees and consents to the sale of the Project to purchasers of Units in the Condominium to be formed upon the filing of the master deed and to its successors and assigns and that upon the transfer of title to a Unit by the Entity to the purchaser of such Unit (which shall be deemed to have occurred upon such Unit's sale) the Entity's obligations under this Agreement with respect to such Unit shall cease, the tax exemption granted hereby and all obligations related thereto shall continue and inure to and bind each purchaser of a Unit and his successors and assigns notwithstanding that such persons are not urban renewal entities pursuant to the Governing Law. The proceeds of the sale of Units in the Project shall not be included in the Annual Gross Revenue or Net Profits of the Entity.

Section 21.8 Payment of Other Fees for Municipal Services

To the extent that the City collects fees from property owners for the provision of certain services provided by the City or its agents, the Entity agrees to make payments for such municipal services, including without limitation water and sewer charges and any services that create a lien on parity with or superior to the lien for the land taxes and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments during such time as the Entity owns the Property and/or Condominium Units.

Section 21.9 Severability

If any term, covenant or condition of this Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

If any portion of this Agreement shall be judicially declared to be invalid and unenforceable and provided that a default has not been declared pursuant to this Agreement, the Parties shall

cooperate with each other to take the actions reasonably required to restore the Agreement to the manner and economic effect contemplated by the Parties, including, but not limited to the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

Section 21.10 Certification

The City shall certify to the City Tax Assessor, pursuant to the Governing Law, that this Agreement entered into by the City and the Entity has been lawfully entered into and is in effect pursuant to the Governing Law. The delivery by the City to the City Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the City Tax Assessor shall implement the tax exemption and continue to enforce the tax exemption without further certification by the City until the Termination Date. Further, upon the adoption of this Agreement, the Ordinance shall be transmitted to the Director of the New Jersey Division of Local Government Services in the Department of Community Affairs by the City.

Section 21.11 Estoppel Certificate

Within thirty (30) days following written request therefor by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the City's knowledge, no default has occurred under this Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a default) or stating the nature of any default; and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a default, it shall be identified with reasonable detail and also state the manner in which such default may be cured.

Section 21.12 Exhibits

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Exhibit 1 - The Application.
2. Exhibit 2 - Ordinance authorizing the execution of this Agreement.
3. Exhibit 3 - Certificates of the Entity approved by Department of Community Affairs.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

K. HOVNANIAN’S BALTIC AT ASBURY
PARK URBAN RENEWAL, LLC

Name: Michael Weisslitz, Division President
An Authorized Officer

THE CITY OF ASBURY PARK

John Moor, Mayor

[SEAL]

ATTEST:

Lisa Esposito, RMC, City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 2023, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park; and
- (c) executed the instrument as the act of the City of Asbury Park.

Notary Public

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 2023, Michael Weisslitz personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized officer of K. HOVNANIAN'S BALTIC AT ASBURY PARK URBAN RENEWAL, LLC; and
- (c) executed the instrument as the act of K. HOVNANIAN'S BALTIC AT ASBURY PARK URBAN RENEWAL, LLC.

Notary Public

EXHIBIT 1
The Application

Attachment: EXHIBIT 1 cover page (2023-1 : Financial Agreement Ordinance for the Baltic Block 4003, Lots 1,2, and 16)

APPLICATION FOR LONG TERM TAX EXEMPTION
(COMMERCIAL/RESIDENTIAL/CONDOMINIUM PROJECT)

OFFICE OF THE
CITY MANAGER
MUNICIPAL BUILDING
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07102

K. Hovnanian's Baltic at Asbury
Park Urban Renewal, LLC
Name of Applicant

110 Fieldcrest Ave., Edison, NJ 08837
Address of Applicant

216 and 218 Third Ave., & 1006 Bergh St.
(17 Units) - Block 4003, Lots 1, 2, & 16
Address of Project Site

THE UNDERSIGNED, ON BEHALF OF AND WITH THE POWER AND INTENT TO BIND THE APPLICANT, HEREBY CERTIFIES TO THE CITY AS FOLLOWS, AND HEREBY ACKNOWLEDGES THAT THE STATEMENTS CONTAINED HEREIN ARE MADE IN INDUCEMENT OF A TAX ABATEMENT PURSUANT TO THE LONG TERM TAX EXEMPTION LAW:

SECTION A: APPLICANT INFORMATION

1. Name of Applicant:

K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC

2. Address of Applicant:

110 Fieldcrest Avenue, Edison, NJ 08837

SECTION B: PROPERTY INFORMATION

3. Identification of Property:

- a. State the street address of the proposed project site (the "Project Site"), according to the currently effective tax map of the City (the "Official Map"):

216 and 218 Third Avenue and 1006 Bergh Street

- b. State the block(s) and lot number(s) corresponding to the Project Site on the Official Map:

Block 4003, Lots 1, 2 and 16

- c. Identify the designated Redevelopment Area in which the Project Site is located:

Prime Renewal Area

- d. Provide a metes and bounds description of the Project Site:

See Attached.

- e. Attach a sealed copy of a survey of the Project Site OR provide a plotting thereof drawn from the Official Map.

See Attached.

4. Current Assessment and Tax Status of the Project Site:

a. Current Assessment

<u>BLOCK</u>	<u>LOT</u>	<u>LAND</u>	<u>IMPROVEMENTS</u>	<u>TOTAL</u>
4003	2	\$642,800	\$0	\$642,800
4003	1	\$434,300	\$0	\$434,300
4003	16	\$218,400	\$0	\$218,400
		\$	\$	\$

b. Current Tax Status – See Attached Searches

<u>BLOCK</u>	<u>LOT</u>	<u>REAL PROPERTY BALANCE</u>	<u>WATER/SEWER</u>	<u>TOTAL</u>
4003	2	\$0	\$0	\$0
4003	1	\$0	\$0	\$0
4003	16	\$0	\$0	\$0
		\$	\$	\$

c. Merger

If the Project Site is comprised of more than one lot on the Official Map, the Applicant hereby represents to the Mayor and Council that the Applicant will simultaneously herewith apply to the Tax Assessor or Planning Board upon site plan approval in writing for a merger of the lots into one or more lots, as proper land assessment requires. Applicant's failure to make such petition shall permit the assessor to make a merger of lots in a manner deemed appropriate to him or her and the Applicant shall be bound thereby and to the merger's effective date and the valuation of the land.

SECTION C. MUNICIPAL ASSISTANCE REQUESTED

5. What type of Tax Abatement is the Applicant requesting? (Note: if the proposed project incorporates more than one type of use, identify the type of Tax Abatement requested for each use.)

a. ____ Long Term Commercial.

Industrial Project with an annual service charge equal to fixed percent of annual gross revenue (*N.J.S.A.* 40A:20-12).

b. ____ Long Term Commercial.

Industrial Project with an annual service charge equal to 2% of total project cost (*N.J.S.A.* 40A:20-12). (Owner Occupied only).

c. ____ Long Term Residential Project.

Annual service charge based on the formula established pursuant to *N.J.S.A.* 40A:20-12(b)(1).

d. X Long Term Residential Condominium.

Annual service charge based on the formula established pursuant to *N.J.S.A.* 40A:20-12(b)(1).

6. The requested duration of Tax Abatement is 30 years.

SECTION D: PROJECT INFORMATION

7. Please describe the purpose of the project. Include a detailed description of the improvements to be made to the Project Site.

The Baltic at Asbury Park (“Baltic”) and the Aegean at Asbury Park (“Aegean”) are comprised of two buildings consisting of 17 condominium flats and 27 condominium flats, respectively. Each building is comprised of 3-stories over garage parking, which will be partially below grade.

Amenities are anticipated to include a rooftop deck feature with a mezzanine floor for access to same, a community room within the Baltic, and general storage in both buildings for the residents for bicycles and other recreational equipment.

The Baltic and the Aegean are located on adjacent tracts of land comprising a total of approximately .8 acres and are located at the intersections of Second Avenue, Bergh Street, and Third Avenue within the City’s Waterfront Redevelopment Area. The lots and blocks upon which the community is to be constructed include: Block 4003, Lots 1, 2, and 16 (Baltic - 17 Units) and Block 4003, Lots 12, 13, and 14 (Aegean - 27 Units). Upon ultimate approval by the City’s Planning Board and following lot consolidation, it is anticipated that there will be two lots – one for the Baltic and one for the Aegean.

8. Please provide a detailed break down of the total estimated project cost OR the total estimated Annual Gross Revenue pursuant to *N.J.S.A. 40A:20-3(h)*. Attach substantiation of the assumptions utilized therein as may be necessary.

a. If providing a break down of total estimated project cost, please attach a signed and sealed architect’s certification as to the construction costs. Please also see *N.J.S.A. 40A:20-8* and comply therewith.

Please see attached Architect Letter.

b. If providing a break down of Annual Gross Revenue, please attach a tentative financial plan for the Project, including but not limited to the following information, as appropriate: a schedule of rents; estimated expenditures for operation and maintenance; payments for interest, amortization of debt and reserves; payments to the City to be made pursuant to a financial agreement to be entered into with the City; and anticipated rate of return (to demonstrate satisfaction of constitutional but-for test). N/A

9. Describe the method of financing the project, including but not limited to a recapitulation of relevant financing terms (to the extent known), and the identification of funding sources.

While still being evaluated, we anticipate utilizing bank financing.

Baltic	16 Months	-	Start January 2023 Finish May 2024
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- a. Name of Corporation, Partnership or Entity:

K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC
- b. Principal place of business:

110 Fieldcrest Avenue, Edison, NJ 08837
- c. Name of statutory agent and address, but if applicant is not a corporation the one with related address upon whom legal process may be served is:
- d. Incorporated in the State of New Jersey

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Percent Owned</u>
See attached		

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Title</u>
-------------------------	----------------	--------------

12. Please list all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any agreement concerning tax exemption that is currently in force and effect with the City of Asbury Park.

<u>Name</u>	<u>Name of Urban Renewal Entity</u>
K. Hovnanian at Asbury Park Urban Renewal, LLC	
K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC	

13. Please list all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any other contract or agreement that is currently in force and effect with the City of Asbury Park.

<u>Name</u>	<u>Type of Contract or Agreement</u>
K. Hovnanian at Asbury Park Urban Renewal, LLC	Subsequent Developer Agreement/Financial Agreement/Special Assessment Agreement
K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC	Subsequent Developer Agreement/Financial Agreement/Special Assessment Agreement

14. Describe the number and manner of temporary jobs (including skill level and any certifications or memberships needed) to be created by the Project during the construction period. Please also describe the number and manner of permanent jobs (including skill level and any certifications or memberships needed) to be created by the Project within one year after completion.

In addition to the project's ongoing fiscal benefits to the City in the form of annual service charges, the construction phase of the proposed development will provide the following estimated economic benefits to the Monmouth County region:

- a. **Direct Jobs Effect:** Approximately 72 total construction jobs (based on total project costs of approx. \$13 Million). The jobs are not permanent.
- b. The construction of the project will result in approximately \$13 million in output or economic production within Monmouth County based upon total project costs.
- c. The estimated employment data was generated using January 23, 2019 "Updated Employment Multipliers for the U.S. Economy", published by the Economic Policy Institute.

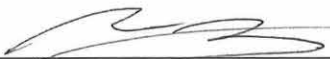
15. Please provide any further information that you wish the City to consider, for example, public benefits that will accrue to the City, its residents or the surrounding community from construction of the Project. For illustrative purposes only, will the undertaking of the Project include the remediation of any environmental hazards? Will the Project serve to enhance, preserve or reuse any property or building of historic interest? Will the Project provide expanded or rehabilitated open space or recreational facilities?

The project will remediate historic fill present at both sites and will redevelop an existing dilapidated structure.

16. The proposed Project complies with the Waterfront Redevelopment Plan as adopted and on file with the City Planning Board.
17. The undertaking conforms to all applicable municipal ordinances; its completion will meet an existing need, and the Project accords with the Master Plan of the City as it currently exists or as it will be amended.
18. The construction of the Project has not commenced nor will it commence prior to the final approval and execution of a Financial Agreement between the City and the Applicant.
19. No office or employee of the City has any direct or indirect personal or financial interest in the Project which is the subject of this application.
20. Please state any exception(s) to the statements made (#1 to #19 above).

Since the property requires environmental remediation, some excavation will occur prior to commencement of construction and prior to applicant taking title to the properties being redeveloped.

21. I certify that all the foregoing statements made by me are true. I am aware that if of the foregoing statements made by me are willfully false, I am subject to punishment.


Signature

Michael Weisslitz, Division President
Print Name and Title

October 12, 2022
Date

Applicant(s) shall submit ten (10) copies executed in the original. Where the Applicant is other than an individual person the signature on the application shall be certified as to its authenticity and authority by the submission of a notarized corporate resolution bearing the seal of the corporation and the signature of the secretary of the corporation or similar bona fide evidence.



Priority Search Services LLC

Personal Service. Dependable Results.

788 Shrewsbury Avenue, Suite 2131, Tinton Falls, New Jersey 07724
Phone: (732) 741-5080 - Fax: (732) 741-5068

EASTERN NATIONAL TITLE AGENCY, INC.

Title #: **Contin XE1588**

BLOCK: 4003 LOT: 1

OWNER: 1006 BERGH STREET, LLC

MAIL: 1005 MAIN STREET ASBURY PARK, NJ 07712

LOCATION: 218 THIRD AVENUE

CITY OF ASBURY PARK, MONMOUTH COUNTY (732) 775-2100

ONE MUNICIPAL PLAZA, ASBURY PARK, NJ 07712

TAX COLLECTOR: (732) 502-5198 TAX ASSESSOR: (732) 502-5750

2022 TAX RATE: 1.557; 2022 AVERAGE RATIO: 94.06; CERTIFICATE OF OCCUPANCY FOR SALE OF A 1 OR 2 FAMILY HOME REQUIRED; ORD# 2015-10
VACANT/ABANDONED PROPERTY REGISTRATION REQUIRED- INITIAL FEE \$500, ESCALATING ANNUAL RENEWAL FEES; SMOKE DETECTOR
CERTIFICATE REQ'D; MUNICIPAL CODE: 1304

APPROX. LOT SIZE:	50X98 IRR	LAND VALUE:	\$434,300
BUILDING DESCRIPTION:		IMPROVEMENT VALUE:	\$0
ASSESSOR'S CODE:	1-VACANT LAND	TOTAL ASSESSMENT:	\$434,300

EXEMPTIONS: **NONE**
ABATEMENT OF: **NONE**

2021 TAXES: **\$6,081.42 PAID IN FULL**

2022 QTR 1 (1/1-3/31) DUE 2/1: **\$1,520.36 PAID**

QTR 2 (4/1 - 6/30) DUE 5/1: **\$1,520.35 PAID**

QTR 3 (7/1 - 9/30) DUE 8/1: **\$1,860.67 PAID**

QTR 4 (10/1 - 12/31) DUE 11/1: **\$1,860.67 PAID 08/05/2022**

2023 QTR 1 (1/1-3/31) DUE 2/1: **\$1,690.52 OPEN & DUE 02/01/2023**

QTR 2 (4/1 - 6/30) DUE 5/1: **\$1,690.51 OPEN & DUE 05/01/2023**

MAIL TAX PAYMENTS TO: CITY OF ASBURY PARK, TAX COLLECTOR, ONE MUNICIPAL PLAZA, ASBURY PARK, NJ 07712

ADDED ASSESSMENT: **PENDING UPON IMPROVEMENTS TO PROPERTY**
BILLED ANNUALLY

LIENS: **NONE**
*CONTACT TAX OFFICE FOR
PAY-OFF/PAYMENT INFORMATION*

CONFIRMED ORDINANCE: **NONE**

SPECIAL ORDINANCE: **ORDINANCE #: 3040 ADOPTED ON: 06/14/2013**
TYPE OF IMPROVEMENT: WATERFRONT REDEVELOPMENT AREA

VPR: **ORD #: 2015-10 ADOPTED ON: 04/22/2015**
TYPE: VACANT/ABANDONED PROPERTY REGISTRATION;
INITIAL FEE \$500; ESCALATING ANNUAL RENEWAL
CONTACT: ROBERT MCKEON @ (732) 502-5740
FOR OPEN/DUE FEES



Priority Search Services LLC

Personal Service. Dependable Results.

788 Shrewsbury Avenue, Suite 2131, Tinton Falls, New Jersey 07724

Phone: (732) 741-5080 - Fax: (732) 741-5068

EASTERN NATIONAL TITLE AGENCY, INC.

Title #: **Contin XE1588**

WATER ACCOUNT #	CHARGES PENDING UPON CONNECTION; CONTACT: (800) 272-1325
SEWER ACCOUNT #	CHARGES PENDING UPON CONNECTION CONTACT: (732) 775-2100



Priority Search Services LLC

Personal Service. Dependable Results.

788 Shrewsbury Avenue, Suite 2131, Tinton Falls, New Jersey 07724
Phone: (732) 741-5080 - Fax: (732) 741-5068

EASTERN NATIONAL TITLE AGENCY, INC.

Title #: **Contin XE1588**

BLOCK: **4003** LOT: **2**

OWNER: **1006 BERGH STREET LLC**

MAIL: **1005 MAIN STREET ASBURY PARK, NJ 07712**

LOCATION: **216 THIRD AVENUE**

CITY OF ASBURY PARK, MONMOUTH COUNTY (732) 775-2100

ONE MUNICIPAL PLAZA, ASBURY PARK, NJ 07712

TAX COLLECTOR: (732) 502-5198 TAX ASSESSOR: (732) 502-5750

2022 TAX RATE: 1.557; 2022 AVERAGE RATIO: 94.06; CERTIFICATE OF OCCUPANCY FOR SALE OF A 1 OR 2 FAMILY HOME REQUIRED; ORD# 2015-10
VACANT/ABANDONED PROPERTY REGISTRATION REQUIRED- INITIAL FEE \$500, ESCALATING ANNUAL RENEWAL FEES; SMOKE DETECTOR
CERTIFICATE REQ'D; MUNICIPAL CODE: 1304

APPROX. LOT SIZE:	50X145 IRR	LAND VALUE:	\$642,800
BUILDING DESCRIPTION:		IMPROVEMENT VALUE:	\$0
ASSESSOR'S CODE:	1-VACANT LAND	TOTAL ASSESSMENT:	\$642,800

EXEMPTIONS: **NONE**
ABATEMENT OF: **NONE**

2021 TAXES: **\$9,002.84 PAID IN FULL**

2022 QTR 1 (1/1-3/31) DUE 2/1: **\$2,250.71 PAID**

QTR 2 (4/1 - 6/30) DUE 5/1: **\$2,250.71 PAID**

QTR 3 (7/1 - 9/30) DUE 8/1: **\$2,753.49 PAID**

QTR 4 (10/1 - 12/31) DUE 11/1: **\$2,753.49 PAID 08/05/2022**

2023 QTR 1 (1/1-3/31) DUE 2/1: **\$2,502.10 OPEN & DUE 02/01/2023**

QTR 2 (4/1 - 6/30) DUE 5/1: **\$2,502.10 OPEN & DUE 05/01/2023**

MAIL TAX PAYMENTS TO: CITY OF ASBURY PARK, TAX COLLECTOR, ONE MUNICIPAL PLAZA, ASBURY PARK, NJ 07712

ADDED ASSESSMENT: **PENDING UPON IMPROVEMENTS TO PROPERTY**
BILLED ANNUALLY

LIENS: **NONE**
*CONTACT TAX OFFICE FOR
PAY-OFF/PAYMENT INFORMATION*

CONFIRMED ORDINANCE: **NONE**

SPECIAL ORDINANCE: **ORDINANCE #: 3040 ADOPTED ON: 06/14/2013**
TYPE OF IMPROVEMENT: WATERFRONT REDEVELOPMENT AREA

VPR: **ORD #: 2015-10 ADOPTED ON: 04/22/2015**
TYPE: VACANT/ABANDONED PROPERTY REGISTRATION;
INITIAL FEE \$500; ESCALATING ANNUAL RENEWAL
CONTACT: ROBERT MCKEON @ (732) 502-5740
FOR OPEN/DUE FEES



Priority Search Services LLC

Personal Service. Dependable Results.

788 Shrewsbury Avenue, Suite 2131, Tinton Falls, New Jersey 07724

Phone: (732) 741-5080 - Fax: (732) 741-5068

EASTERN NATIONAL TITLE AGENCY, INC.

Title #: **Contin XE1588**

WATER ACCOUNT # **CHARGES PENDING UPON CONNECTION;
CONTACT: (800) 272-1325**

SEWER ACCOUNT # **CHARGES PENDING UPON CONNECTION;
CONTACT: (732) 775-2100**

Attachment: Exhibit 1 to Financial Agreement (Baltic) (350986x9DC53) (2023-1 : Financial Agreement Ordinance for the Baltic Block 4003, Lots



Priority Search Services LLC

Personal Service. Dependable Results.

788 Shrewsbury Avenue, Suite 2131, Tinton Falls, New Jersey 07724
Phone: (732) 741-5080 - Fax: (732) 741-5068

EASTERN NATIONAL TITLE AGENCY, INC.

Title #: **Contin XE1588**

BLOCK: 4003 LOT: 16

OWNER: 1006 BERGH STREET LLC

MAIL: 1005 MAIN STREET ASBURY PARK, NJ 07712

LOCATION: 1006 BERGH STREET

CITY OF ASBURY PARK, MONMOUTH COUNTY (732) 775-2100

ONE MUNICIPAL PLAZA, ASBURY PARK, NJ 07712

TAX COLLECTOR: (732) 502-5198 TAX ASSESSOR: (732) 502-5750

*2022 TAX RATE: 1.557; 2022 AVERAGE RATIO: 94.06; CERTIFICATE OF OCCUPANCY FOR SALE OF A 1 OR 2 FAMILY HOME REQUIRED; ORD# 2015-10
VACANT/ABANDONED PROPERTY REGISTRATION REQUIRED- INITIAL FEE \$500, ESCALATING ANNUAL RENEWAL FEES; SMOKE DETECTOR
CERTIFICATE REQ'D; MUNICIPAL CODE: 1304*

APPROX. LOT SIZE:	50X50	LAND VALUE:	\$218,400
BUILDING DESCRIPTION:		IMPROVEMENT VALUE:	\$0
ASSESSOR'S CODE:	1-VACANT LAND	TOTAL ASSESSMENT:	\$218,400

EXEMPTIONS: **NONE**
ABATEMENT OF: **NONE**

2021 TAXES: **\$3,058.88 PAID IN FULL**

2022 QTR 1 (1/1-3/31) DUE 2/1: **\$764.72 PAID**

QTR 2 (4/1 - 6/30) DUE 5/1: **\$764.72 PAID**

QTR 3 (7/1 - 9/30) DUE 8/1: **\$935.53 PAID**

QTR 4 (10/1 - 12/31) DUE 11/1: **\$935.52 PAID 08/11/2022**

2023 QTR 1 (1/1-3/31) DUE 2/1: **\$850.13 OPEN & DUE 02/01/2023**

QTR 2 (4/1 - 6/30) DUE 5/1: **\$850.12 OPEN & DUE 05/01/2023**

MAIL TAX PAYMENTS TO: CITY OF ASBURY PARK, TAX COLLECTOR, ONE MUNICIPAL PLAZA, ASBURY PARK, NJ 07712

ADDED ASSESSMENT: **PENDING UPON IMPROVEMENTS TO PROPERTY**
BILLED ANNUALLY

LIENS: **NONE**
*CONTACT TAX OFFICE FOR
PAY-OFF/PAYMENT INFORMATION*

CONFIRMED ORDINANCE: **NONE**

SPECIAL ORDINANCE: **ORDINANCE #: 3040 ADOPTED ON: 06/14/2013**
TYPE OF IMPROVEMENT: WATERFRONT REDEVELOPMENT AREA

VPR: **ORD #: 2015-10 ADOPTED ON: 04/22/2015**
TYPE: VACANT/ABANDONED PROPERTY REGISTRATION;
INITIAL FEE \$500; ESCALATING ANNUAL RENEWAL
CONTACT: ROBERT MCKEON @ (732) 502-5740
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EASTERN NATIONAL TITLE AGENCY, INC.

Title #: **Contin XE1588**

WATER ACCOUNT # **CHARGES PENDING UPON CONNECTION;
CONTACT: (800) 272-1325**

SEWER ACCOUNT # **CHARGES PENDING UPON CONNECTION;
CONTACT: (732) 775-2100**

Attachment: Exhibit 1 to Financial Agreement (Baltic) (350986x9DC53) (2023-1 : Financial Agreement Ordinance for the Baltic Block 4003, Lots

OWNERSHIP DISCLOSURE OF K. HOVNANIAN'S BALTIC AT ASBURY PARK URBAN RENEWAL, LLC

- K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC is wholly owned by K. Hovnanian Holdings NJ, LLC.
- K. Hovnanian Northeast Division, Inc. is the only person or entity that owns more than ten (10%) percent of K. Hovnanian Holdings NJ, LLC.
- Hovnanian Enterprises, Inc. is the only person or entity that owns more than ten (10%) percent of K. Hovnanian Northeast Division, Inc.
- Hovnanian Enterprises, Inc. is a publicly traded company and no person or entity owns more than ten (10%) percent of its stock.

K. HOVNANIAN'S BALTIC AT ASBURY PARK URBAN RENEWAL, LLC

Carl W. Erler, Division Counsel

Commitment No. XE1588

SCHEDULE C DESCRIPTION

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Asbury Park, County of Monmouth and State of New Jersey:

Block 4003, Lot 1, 218 Third Avenue

BEGINNING at a concrete monument being the intersection of the southerly line of Third with the easterly line of Berg Street and running; thence

1. Along said southerly line of Third Avenue, South 62 degrees 29 minutes 10 seconds East, 50.07 feet to a point; thence
2. South 24 degrees 30 minutes 00 seconds West, 97.37 feet to a point; thence
3. North 65 degrees 30 minutes 00 seconds West, 50.00 feet to a point in the easterly line of Bergh Street; thence
4. Along the easterly line of Bergh Street, North 24 degrees 30 minutes 00 seconds East, 100.00 feet to the point or place of **BEGINNING**.

Block 4003, Lot 2, 216 Third Avenue

BEING known and designated as Lot 856 as set forth on a certain map entitled, "Map of Asbury Park, Monmouth County, New Jersey" situated in the City of Asbury Park, County of Monmouth, State of New Jersey, which map was filed on April 22, 1878 in the Monmouth County Clerk's office as Map No. 7-12.

BEING further described as follows:

BEGINNING at a point in the southerly line of Third Avenue, distant 50.1 feet easterly from the southeast corner of Third Avenue and Bergh Avenue; thence

1. Southerly, parallel with Bergh Avenue, 147.50 feet to the middle of the block; thence
2. Easterly, along the middle of the block, 50.00 feet to a point; thence
3. Northerly, again parallel with Bergh Avenue, 144.90 feet to the southerly line of the aforesaid Third Avenue; thence
4. Westerly, along Third Avenue, 50.1 feet to the place of **BEGINNING**.

Commitment No. XE1588

**SCHEDULE C
DESCRIPTION
Continued**

Block 4003, Lot 16, 1006 Bergh Street

BEING known and designated as part of Lot 857 as set forth on a certain map entitled, "Map of Asbury Park, Monmouth County, New Jersey" situated in the City of Asbury Park, County of Monmouth, State of New Jersey, which map was filed on April 22, 1878 in the Monmouth County Clerk's office as Map No. 7-12.

BEING further described as follows:

BEGINNING at a point in the easterly line of Bergh Street, said point being 100.00 feet southerly from the intersection of said Bergh Street with the southerly line of Third Avenue; thence

1. South 76 degrees 30 minutes 00 seconds East, 50.00 feet to a point; thence
2. South 13 degrees 30 minutes 00 seconds West, 50.00 feet to a point; thence
3. North 76 degrees 30 minutes 00 seconds West, 50.00 feet to a point in the easterly line of Bergh Street; thence
4. Along Bergh Street, North 13 degrees 30 minutes 00 seconds East, 50.00 feet to the point and place of **BEGINNING**.

Note for Information Only:

The land referred to in this Commitment is commonly known as Lot 1, 2 & 16 in Block 4003 on the Tax Map of the City of Asbury Park, in the County of Monmouth, State of New Jersey, also known as 218 Third Avenue; 216 Third Avenue and 1006 Bergh Street.

September 29, 2022

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

Re: Waterfront Redevelopment Area
Application for Designation as Subsequent Developer
The Baltic (17 Units)
Block 4003, Lots 1, 2, and 16 (17 Units)

To Whom It May Concern:

In reference to the above captioned matter, kindly note that I have reviewed both Estimated Total Project Costs set forth on the attachment (\$13,600,509), as well as the Estimated Cost per Home set forth on the attachment (\$371,123), and to the best of my information, knowledge and belief, said budgets appear to be in a reasonable range for this condominium community consisting of 17 Units.

Notwithstanding the foregoing, I make no guarantees or warranties concerning the aforesaid budgets or that the actual completed costs of construction will not vary materially from these estimates.

Thank you,



Frank J. Minervini, AIA
MVMK Architecture & Design
360 14th Street
Hoboken, NJ 07030

Exhibit 13: Total Project Cost Estimate

The Baltic - Project Cost - Based on Concept Plans

Description	Budget	Cost Per Unit
Land Costs		
Land	\$2,520,000	\$148,235
Sub-total	\$2,520,000	\$148,235
Soft Costs		
Architects	\$200,000	\$11,765
Engineer / Environmental Consultant / DEP	\$72,800	\$4,282
Legal	\$300,000	\$17,647
Administrative / Finance Fees / Realty Transfer Fees	\$377,563	\$57,413
Marketing	\$420,000	\$25,443
Real Estate Taxes	\$85,000	\$5,000
Overhead	\$511,798	\$36,704
Insurance / Administrative	\$917,575	\$36,190
Permits / Fees	\$166,631	\$8,956
Sub-total	\$3,051,367	\$203,400
Hard Costs		
Estimated Construction Budget	\$6,309,085	\$251,734
Site Work	\$1,720,057	\$65,626
Sub-total	\$8,029,142	\$317,360
Totals		
Land Costs	\$2,520,000	\$148,235
Soft Costs	\$3,051,367	\$203,400
Hard Costs	\$8,029,142	\$317,360
Projected Total Costs	\$13,600,509	\$668,995

Exhibit 14: Cost Estimates for Each Unit Type

The Baltic - Cost Estimates for Each Unit Type

Unit Type	Quantity	SF	Cost Per Unit
G	3	1127	\$365,414
F	3	1297	\$370,956
E2	11	1289	\$372,725
Total / Average	17	1262	\$371,123

EXHIBIT 2
Ordinance

Attachment: EXHIBIT 2 Cover sheet (2023-1 : Financial Agreement Ordinance for the Baltic Block 4003, Lots 1,2, and 16)

EXHIBIT 3
Certificates of the Entity

Attachment: EXHIBIT 3 Cover page (2023-1 : Financial Agreement Ordinance for the Baltic Block 4003, Lots 1,2, and 16)



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
LOCAL PLANNING SERVICES
 101 SOUTH BROAD STREET
 PO Box 813
 TRENTON, NJ 08625-0813
 (609) 292-3000 • FAX (609) 633-6056

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

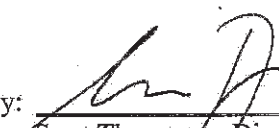
DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer
 RE: K. HOVNANIAN'S BALTIC AT ASBURY PARK URBAN RENEWAL, LLC
 (formerly K. HOVNANIAN'S BALTIC AT ASBURY PARK, LLC)
 File # 3009
 An Urban Renewal Entity

This is to certify that the attached CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF FORMATION OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 13th day of April 2021 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

By: 
 Sean Thompson, Director
 Local Planning Services



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**Asbury Park, New Jersey
ORDINANCE NO. 2023-2**

ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH K HOVNANIAN'S COVE AT ASBURY PARK URBAN RENEWAL, LLC K. HOVNANIAN'S AEGEAN AT ASBURY PARK URBAN RENEWAL, LLC CONCERNING PROPERTY LOCATED AT BLOCK 4003 LOTS 12, 13 AND 14 ON THE TAX MAP OF THE CITY OF ASBURY PARK AND GRANTING A TAX EXEMPTION

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Act") authorizes municipalities to determine whether certain parcels of land in the municipality qualify as areas "in need of redevelopment"; and

WHEREAS, the Act confers certain contract, planning, and financial powers upon a Redevelopment Entity, as that term is defined in the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey, has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the "Asbury Park Waterfront Redevelopment Plan (Plan IV)" (as amended and supplemented from time to time, the "Redevelopment Plan") with respect to the "Asbury Park Waterfront Redevelopment Area," as defined in the Redevelopment Plan (the "Redevelopment Area"); and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to undertake redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

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

WHEREAS, in accordance with the Redeveloper Agreement and the Redevelopment Plan, K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC (the "Entity") intends to develop and construct a building consisting of twenty-seven (27) condominium flats on property identified as Block 4003 Lots 12, 13 and 14 on the official tax map of the City of Asbury Park (the "Project") and located in the Redevelopment Area (the "Land"); and

WHEREAS, the Entity has been qualified by the State of New Jersey to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “LTTE Law”), and was created for the development, operation and maintenance of the Project; and

WHEREAS, in order to improve the feasibility of the construction, operation and maintenance of the Project, the Entity made application to the City, dated October 12, 2022, requesting a long term tax exemption and financial agreement with respect to the Project (the “Application”) pursuant to the LTTE Law, which Application is on file with the City Clerk; and

WHEREAS, the Entity has represented to the City that the Project would not be feasible in its intended scope but for the provision of financial assistance by the City; and

WHEREAS, after review of the Application, the City Manager recommended that the Application be approved on such terms as set forth in a proposed form of financial agreement (the “Financial Agreement”) substantially in the form attached hereto as Exhibit A, and by this reference incorporated herein, as may be modified in consultation with counsel as set forth herein, and

WHEREAS, the City Council has reviewed the Application and the terms of the Financial Agreement, and wishes to approve the Application on such terms, subject to the designation of the Entity as a Subsequent Developer, as such term is defined in the Redeveloper Agreement, and the execution of an agreement with the Entity as a Subsequent Developer in accordance with the Redeveloper Agreement, which is expected to occur simultaneously herewith; and

WHEREAS, the City hereby finds that the relevant benefits of the Project to the redevelopment of the Redevelopment Area outweigh the costs, if any, associated with the tax exemption, and in fact increase City revenues over current levels by granting the long term tax exemption for the Project, which relevant benefits are further described in the Application and the Financial Agreement; and

WHEREAS, the City hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance.

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

I. **GENERAL.** The aforementioned recitals are incorporated herein as though fully set forth at length.

II. **EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED.** (a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel. (b) The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section II (a) hereof, to attest to the

signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document. (c) The City Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the City Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes.

III. SEVERABILITY. If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

IV. ACTION REGARDING FINANCIAL AGREEMENT. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Financial Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

V. AVAILABILITY OF THE ORDINANCE. A copy of this Ordinance shall be available for public inspection at the offices of the City.

VI. EFFECTIVE DATE. This Ordinance shall take effect according to 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 ORDINANCE NO. 2023-2 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

LISA ESPOSITO
CITY CLERK

**EXHIBIT A to Ordinance
Financial Agreement**

Attachment: EXHIBIT A to Ordinance (2023-2 : Financial Agreement Ordinance for the Aegean Block 4003, Lots 12,13, and 14)

Record and Return To:

Residential Condominium

Re: THE AEGEAN DEVELOPMENT
PROJECT
Asbury Park, New Jersey
Block 4003, Lots 12, 13 and 14 (27
Units)

PREAMBLE

THIS FINANCIAL AGREEMENT, (hereinafter the "Agreement") is made on _____, 2023, by and between:

K. HOVNANIAN'S AEGEAN AT ASBURY PARK URBAN RENEWAL, LLC, qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq. (the "Tax Exemption Law"), having its principal office at 110 Fieldcrest Avenue, Edison, New Jersey 08837, hereinafter designated as the "Entity", and the City of Asbury Park, a Municipal Corporation of the State of New Jersey, hereinafter designated as the "City" having its principal office at One Municipal Plaza, Asbury Park, New Jersey 07712. The Entity and the City are sometimes collectively referred to as the "Parties".

RECITALS
WITNESSETH

WHEREAS, the Entity wishes to have a tax exemption granted for a project located at Block 4003, Lots 12, 13 and 14 on the Official Tax Maps of the City of Asbury Park. The project consists of the development and sale of 27 residential condominium/townhome Units and related site improvements. (hereinafter called the "Project"), and

WHEREAS, the City, does hereby grant its approval for the Entity to undertake and develop the Project upon the terms and conditions hereinafter set forth, and

WHEREAS, the Project will be developed in a redevelopment area of the City pursuant to the City's Waterfront Redevelopment Plan, as amended, which was adopted and amended pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL - PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq. (being sometimes herein referred to as the "Tax Exemption Law", the "Law" or the "Governing Law"). It being expressly understood and agreed that the City expressly relies upon the facts, data and representations contained in the Application attached hereto in granting the tax exemption provided in this Agreement.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, the following terms, when used in this Agreement, shall mean:

i. Administrative Fee - The annual fee paid to the City by Condominium Unit Owners in the Project. The administrative fee shall be calculated at 2% of the Annual Service

Charge levied on each Unit in the Project. The fee shall be payable and due on or before December 31st of each year for the duration of this Agreement. The annual fee shall be included in the City's invoices to the Condominium Unit Owners in the Project.

ii. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).

iii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the City determines to be the prevailing rate on mortgage financing on comparable improvements in Monmouth County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City in lieu of conventional local property taxation on the Project, as set forth in Article IV of this Agreement. At inception, the Annual Service Charge (i.e., PILOT) is equivalent to the Unpledged Portion of the Special Assessment under the Special Assessment Agreement executed contemporaneously with this Agreement.

v. Annual Gross Revenue - With respect to each Unit in the Project, the amount equal to the annual aggregate constant payments to principal and interest, assuming a purchase money mortgage encumbering the Unit to have been in an original amount equal to the initial value of the Unit with its appurtenant interest in the common elements as stated in the master deed creating the Condominium Regime, if unsold by the Entity, or, if the Unit is held by a Unit purchaser from time to time the most recent true consideration paid for a deed to the Unit

in a bona fide arms-length sale transaction but not less than the initial assessed valuation of the unit assessed at 100% of true value, plus the total amount of common expenses charged to the Unit pursuant to the by-laws of the Condominium Association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated above at the prevailing lawful interest rate for mortgage financing or comparable properties within the municipality as of the date of the recording of the Unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement. Gross Revenues and Net Profit shall not include any gain realized by the Entity on the sale of any Property or Unit in the Project pursuant to N.J.S.A. 40A:20-14(b).

vi. Applicant – The Entity which has been formed pursuant to the provisions of the Tax Exemption Law and has made the Application for a tax exemption under the Governing Law.

vii. Application - The document which contains the general statement of the nature of the proposed Project, the description of the proposed Project with a statement of the estimated cost of said Project and tentative financial plan and such other information as is required by N.J.S.A. 40A:20-8.

viii. Auditor's Report – An annual audited financial statement outlining the financial status with respect to the Project, which shall be prepared in a manner consistent with generally accepted accounting principles and shall detail all items required by the Governing Law. The report shall be prepared and its contents certified by a certified public accountant who is licensed to practice that profession in and by the State of New Jersey.

ix. Certificate of Occupancy – A temporary or permanent certificate of occupancy issued by the City authorizing occupancy of a building or a Unit pursuant to N.J.S.A. 52:27D-133.

x. Condominium Association - The entity responsible for the administration of a condominium incorporated pursuant to the Condominium Act, N.J.S.A. 46:8B-1 et seq.

xi. Condominium Regime - A form of ownership of real property under a master deed filed pursuant to N.J.S.A. 46:8B-1 et seq. providing for ownership by one or more owners of Units of residential or commercial improvements together with an undivided interest in common elements as described in the master deed.

xii. Condominium Unit – An individual unit, together with an undivided interest in the common elements, as described in the master deed of the Condominium Regime. A Condominium Unit is also referred to in this Agreement as a Unit.

xiii. Condominium Unit Owner - The legal entities, person or persons owning a Unit in fee simple as evidenced by the recorded Unit deed.

xiv. County Share Constant – Shall mean 1.052631579.

xv. Default - The failure of any party bound by this Agreement to perform any obligation imposed on such party within applicable notice and cure periods provided in this Agreement.

xvi. Entity - The Parties agree that reference to the term "Entity" as used in this Agreement shall initially mean the Applicant and upon the transfer of title of the Project to a successor (other than transfer to a Condominium Unit Owner) shall mean such successor in interest to the Project, as applicable.

xvii Force Majeure Event- shall mean any acts of God, fire, volcano, earthquake, hurricane, blizzard, infectious disease, epidemic, pandemic, technological disaster, catastrophe, large scale infestation of any type, tremors, flood, explosion, release of nuclear radiation, release of biotoxic or of biochemical agent(s), the elements, war, blockade, riots, mob violence or civil disturbance, any act(s) of terrorism or terroristic threat, a cyber attack or unauthorized and/or illegal interference with computer communication systems that disables or substantially interferes with critical functions or access to data, an inability to procure goods or services or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, governmentally

imposed moratoriums, court orders, laws, rules, regulations or other orders of governmental or public agencies, bodies or authorities, but only to the extent that such events directly cause an inability to perform a material provision of this Agreement and only to the extent that such events are out of the reasonable control of the Party claiming relief.

xviii. Improvements - Any building, structure or fixture permanently affixed to the land on which the Project is located as described in the master deed.

xix. In Rem Tax Foreclosure - A summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale. Said foreclosure proceeding is governed by N.J.S.A. 54:5-1 et seq.

xx Land – The raw, unimproved land comprising the Property (defined below) exclusive of any improvements which may hereinafter be constructed thereon.

xxi. Land Taxes - The amount of taxes levied on the assessed value of the Land pursuant to N.J.S.A. 54:4-1 et seq.

xxii. Law - The term "Law" or "Governing Law" shall refer to the Tax Exemption Law and all other relevant and applicable federal and state statutes, rules, regulations and municipal ordinances and resolutions consistent with and/or supplementing the requirements of the Law.

xxiii. Limited Dividend Entity - Entity conforming to the terms of N.J.S.A. 40A:20-3(b).

xxiv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount of the total real property taxes levied against the Land in the last full year in which the Land was subject to conventional local property taxation, as escalated by the increase in the Municipal Purposes Tax Rate in each intervening year since the Land was last subject to conventional local property taxation.

xxv. Municipal Increase – In any given year shall mean the sum of one and the percentage increase in the Municipal Purposes Tax Rate from that of the prior year.

xxvi. Municipal Purposes Tax Rate - means the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

xxvii. Net Profit - The Gross Revenue of the Entity less all operating and non-operating expenses of the Entity and any condominium charges or fees paid by the Entity and not reimbursed by a Condominium Unit Owner, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

xxviii. Project - The Property (defined below), housing units and related improvements thereon, which are the subject of and described in this Agreement and the Application and as defined in N.J.S.A. 40A:20-3(e). The Project shall contain twenty-seven (27) housing Units as reflected in the master deed creating the Condominium Regime hereafter to be filed and recorded for the Project. The Project does not include the development of improvements located within the public rights-of-way.

xxix. Pronouns – He, she or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

xxx. Property – The real property located in the City of Asbury Park and identified on the official tax map of the City as Block 4003, Lots 12, 13 and 14, including any Improvements constructed thereon as contemplated for the Project. The parties acknowledge that the Property consists solely of the Land as of the effective date of this Agreement.

xxxi. Sales Price – If unsold shall mean:

Aegean	Base Price	Quantity
A	\$ 582,000	2
B	\$ 621,000	4

C	\$	641,000	3
E	\$	833,000	12
F	\$	807,500	3
D	\$	707,000	3

The foregoing are the average base sales prices set forth in the Application. The base sales prices set forth in this Agreement are estimates and are not reflective of any options and any potential location premiums. Upon the transfer of a Condominium Unit to a bona fide purchaser; upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), Sales Price shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value at the time of such transfer as determined by the City's tax assessor.

xxxii. Special Assessment Agreement – The Special Assessment Agreement between the Entity and the City dated the same date as this Financial Agreement.

xxxiii. Statutes - The laws of the State of New Jersey including N.J.S.A. 40A:20-1 et seq.

xxxiv. Substantial Completion - The determination by the City that a Unit in the Project is ready for occupancy and as further defined in N.J.S. A. 54:4-63.1 et seq. Issuance of a Certificate of Occupancy shall be conclusive proof of Substantial Completion.

xxxv. Tax Ratio – the Chapter 123 ratio published by the New Jersey Division of Taxation for the relevant tax year for tax appeal purposes, representing the relationship of the assessed value of real property within the City to the market value of real property within the City. The Tax Ratio shall be deemed to be 100% in any year in which the City implements a revaluation or reassessment.

xxxvi. Termination – The expiration of this Agreement or the prior termination of this Agreement by the City, the Entity or a Condominium Unit Owner as set forth herein.

xxxvii. Total Project Cost – The parties hereto stipulate that the Total Project Cost of the Project as defined in the Governing Law, is anticipated to be approximately \$19,526,386.00.

Section 1.3 Exhibits Incorporated

All exhibits which are referred to in this Agreement and are attached hereto, are incorporated herein and made a part hereof.

Section 1.4 City Findings

Pursuant to the Law, the City finds that the tax exemption granted pursuant to this Agreement will benefit the City and its citizens and enhance the prospects of the City's Waterfront Redevelopment Area. The City further finds the benefits of granting a tax exemption for the Project far outweigh its costs, if any, and that absent such tax exemption the Project would not be undertaken. The Project is expected to assist in attracting residents to the City, result in new public infrastructure and creating employment opportunities within the City. The tax exemption will help to offset the extraordinary costs of developing and constructing the Project. The high costs associated with the development of the Project together with conventional real estate taxes would otherwise operate as a disincentive to the redevelopment of the Property, make the Project materially less competitive in the marketplace and frustrate the goals and objectives of the City's Waterfront Redevelopment Plan.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City by execution of this Agreement has granted and does hereby grant its approval for a tax exemption for the Project to be developed and to be maintained under the provisions of the Law on the Property. Pursuant to the Governing Law, the Project shall be exempt from taxation during the Term of this Agreement, and the Land shall be exempt from Land Taxes during the Term of this Agreement once the Annual Service Charge has commenced.

Section 2.2 Approval of Entity

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The City hereby approves the Entity undertaking the Project. The Entity by execution of this Agreement hereby understands and agrees that it is obligated to comply and conform with Governing Law and this Agreement in all respects with applicable Laws. A copy of the Entity's amended certificate of formation is attached hereto as Exhibit 3. A copy of the approval of the Department of Community Affairs is similarly attached hereto as part of Exhibit 3.

Section 2.3 Land Taxes

Without limiting the provisions of Section 2.1 above, no Land Taxes or other separate tax on the Land shall be levied, assessed or be subject to separate taxation during the Term of this Agreement, provided however, that the Entity shall make payment of Land Taxes during the construction of the Project, as set forth at Section 4.5, below.

Section 2.4 The Urban Renewal Entity

In accordance with N.J.S.A. 40A:20-3(g), the Entity which initially owns and constructs the Project and all of the Units shall be a Limited Dividend Entity subject to the profit limitations provided in the Governing Law. These profit limitations are specifically incorporated by reference in this Agreement, shall be applicable to this Agreement, and shall be appropriately considered and followed in the Auditor's Report required to be prepared and delivered under this Agreement.

In accordance with N.J.S.A. 40A:20-14(b), there is expressly excluded from the calculation of Annual Gross Revenue and from Net Profit as defined in the Governing Law and this Agreement any gain realized by the Entity on the sale of the Property or any Unit in the Project, whether or not taxable under federal or state law.

In accordance with N.J.S.A. 40A:20-15 (but subject to N.J.S.A. 40A:20-14(b)), whenever the Net Profit of the Entity for the period taken as one accounting period, commencing on the date on which the construction of the first Unit of the Project is completed and terminating at the end of the last full fiscal year of the Term shall exceed the Allowable Net Profit for the period, the Entity

shall pay the excess net profits to the municipality as an additional service charge within 120 days of the close of that fiscal year.

Notwithstanding anything herein to the contrary, the Entity may maintain, during the Term of the Agreement, a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of the Annual Gross Revenues of the Entity for the last full fiscal year, and may retain such part of those excess net profits as is necessary to eliminate a deficiency in that reserve. Upon Termination of this Agreement, the amount of reserve, if any shall be paid to the City within 90 days of such Termination.

The Entity shall not make, declare or pay any profit, distribution or emolument of any kind to its principals, stockholders, members, partners, etc. in contravention of N.J.S.A. 40A:20-15.

The Entity shall comply with the requirements of the Governing Law. All the organizational papers and documents regarding the formation/creation of the Entity have been forwarded to and approved by the State Department of Community Affairs. Any subsequent purchaser of any Unit in the Project shall not be required to be an urban renewal entity but shall be fully subject to this Agreement. Unless this Agreement has been terminated, deeds made by the Entity to purchasers of Units in the Project shall reflect the existence of this Agreement as an encumbrance on title to such Unit.

The Entity shall have the powers and authority reflected in N.J.S.A. 40A:20-6 and 7 and all of the rights provided in the Governing Law. The Entity will construct the Project in accordance with the permits and approvals for the Project.

Notwithstanding the foregoing, to the extent that the Tax Exemption Law shall be amended and/or finally interpreted by a court of competent jurisdiction so that the provisions set forth in this Section 2.4 no longer accurately reflect the provisions of the Tax Exemption Law, the Tax Exemption Law shall control unless the terms contained herein are ratified and validated in a similar fashion to N.J.S.A. 40A:20-22.

Section 2.5 Ownership, Management and Control

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The Entity is the designated redeveloper of the Property pursuant to that certain Subsequent Developer Agreement executed between the City, Master Developer, K. Hovnanian Holdings NJ, LLC, executed on or about May 28, 2021 and amended by Amendment to Subsequent Developer Agreement executed between the City, the Entity and K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC dated January 11, 2023 and shall develop, operate, manage and sell the Units in the Project.

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

Absent Termination of this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for thirty (30) years (the "Term") for each residential Unit, commencing on the date of Substantial Completion of each Unit, as set forth in Article IV below, after which time the tax exemption for each Unit shall expire and the land and the improvements comprising each Unit shall thereafter be assessed and taxed pursuant to N.J.S.A. 54:4-1 et seq. Notwithstanding the foregoing, the Term shall not extend for more than thirty-five (35) years from the date that this Agreement is executed by the Parties.

Section 3.2 Purpose and Benefits of Agreement

- A. Relative Benefits of the project when compared to the costs:
 - i The current real estate taxes on the Land, generate revenue of less than approximately \$30,261 per annum.
 - ii The Annual Service Charge will provide annual net revenue to the City of approximately \$152,462.
 - iii The Project will provide revenue to the City in an amount which is substantially greater than the amount the City would have received if conventional local property taxation had remained in effect with respect to the Property.

- B. Assessment of the Importance of the Tax Exemption/Abatement in obtaining development of the Project and influencing the locational decisions of probable occupants:
- i Without the exemption, the Project is not financially viable;
 - ii The exemption permits better use of land and the construction of needed ratables; and
 - iii The exemption permits private development of housing in the City's Waterfront Redevelopment Area consistent with the City's Waterfront Redevelopment Plan.
- C. By the subsequent adoption of an Ordinance introduced on January 11, 2022 and entitled "Ordinance of the City of Asbury Park Authorizing the Execution of a Financial Agreement with K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC Concerning Property Located at Block 4003, 12, 13 and 14 on the Tax Map of the City of Asbury Park and Granting a Tax Exemption", attached to this Agreement, the Mayor and City Council will consider the approval and above findings and those contained in Section 1.3, the Entity's Application and authorize the execution of this Agreement.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge — N.J.S.A. 40A:20-14

In consideration of the exemption from taxation for the Project, the Entity and each successor Condominium Unit Owner, as applicable, shall make payment to the City of an Annual Service Charge for municipal services supplied to the Project and to each Unit which shall be:

- a. In the period after Substantial Completion and prior to the closing of a Unit between the Entity and a third party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price for such Unit multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate divided by 100 multiplied by the County Share Constant.

b. In the first year following the initial transfer of a Unit between the Entity and the third party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate divided by 100 (the "Municipal Share") multiplied by the County Share Constant. As an example, solely for illustrative purposes: if the Sales Price were \$582,000, the Tax Ratio were 32.58%, and the Municipal Purposes Tax Rate were \$2.970, then the Municipal Share would be \$5,631.58 (which equals \$582,000, multiplied by 32.58% multiplied by 2.970 divided by 100). The Annual Service Charge would be the greater of (i) \$5,927.98 (which equals the Municipal Share (\$5,631.58) multiplied by the County Share Constant (1.052631579)) or (ii) the Minimum Annual Service Charge.

c. In each following year

(a) in which the City is reporting 100% of value to the Monmouth County Tax Board (i.e., when the City's Tax Ratio of assessed value to market value for real estate taxes is 100%), the greater of (i) the Minimum Annual Service Charge or (ii) the assessed value assigned to the Unit by the tax assessor multiplied by the Municipal Purposes Tax Rate divided by 100 multiplied by the Tax Ratio (the "Municipal Share"), multiplied by the County Share Constant.

(b) in which the City is not reporting 100% of value to the Monmouth County Tax Board, the greater of: (i) the Minimum Annual Service Charge or (ii) the prior year Municipal Share multiplied by the Municipal Increase multiplied by the County Share Constant. As an example, solely for illustrative purposes: if the Municipal Share in the prior year was \$5,631.58, and the Municipal Purposes Tax Rate in the prior year was \$2.970 and the current year Municipal Purposes Tax Rate is \$3.100, then the percentage increase in the Municipal Purposes Tax Rate would be .04377 (which is the result of dividing .13 (3.100 – 2.970) by 2.970). The Municipal Increase would equal the sum of 1 plus .04377, which is 1.04377. The Annual Service Charge would be the greater of (i) \$5,631.58 multiplied by 1.04377, multiplied by 1.052631579 (the County Share Constant), which equals \$6,187.45, or (ii) the Minimum Annual Service Charge.

The Annual Service Charge shall be calculated from the First day of the month following the determination by the City of Substantial Completion of each Unit in the Project in the manner set forth herein.

During the Term, the City shall remit five (5%) percent of the Annual Service Charge received by it in the County of Monmouth upon the City's receipt of same.

The Administrative Fee further described a Section 8.2 hereof, shall constitute as an additional Annual Service Charge.

In the event that the exemption of Land Taxes provided in Sections 2.1 and 2.3 hereof, and authorized by N.J.S.A. 40A:20-12, is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect, and the calculation of the Annual Service Charge herein shall be reformed as follows:

In addition to the Annual Service Charge as calculated at Section 4.1(a), (b), (c) or (d) above, as applicable, the Annual Service Charge shall be increased by the Land Taxes due multiplied by the County Share Constant. In the event that Land Taxes become due, the Entity has not waived the credit with respect to same set forth at N.J.S.A. 40A:20-12, and the City will apply the statutory credit to the Annual Service Charge due from the Entity or the Condominium Unit Owner, as applicable.

For the avoidance of doubt, a Condominium Unit Owner shall have the right, at its option, to appeal the assessment of its Unit for (i) any tax year for which the City is reporting 100% of value to the Monmouth County Tax Board (i.e., when the City's Tax Ratio of assessed value to market value for real estate taxes is 100%); or (ii) the thirtieth (30th) year of the term of this Agreement. Any such appeal shall be filed in accordance with, and governed by, the applicable laws and regulations that govern tax appeals generally. Any such challenge shall be brought within the time permitted for the filing of tax appeals under Applicable Law. Notwithstanding the foregoing, if for any reason it should be determined that the tax court lacks jurisdiction, then the assessment may be contested pursuant to the dispute resolution provisions of this Agreement,

and if an appeal was initially filed in a timely manner with the tax court, shall be deemed to have been timely filed. Notwithstanding anything to the contrary herein, in no event may any tax appeal result in a reduction of the Pledged Portion of the Special Assessment under the Special Assessment Agreement.

Section 4.2 Quarterly Installments

Payment of the Annual Service Charge shall be made in quarterly installments on those dates when ad valorem real estate tax payments within the City are due subject, nevertheless, to adjustment for over or underpayments within thirty (30) days after the close of each calendar year. In the event that the Entity or any Condominium Unit Owner fails to timely pay the Annual Service Charge, the amount unpaid shall accrue interest at the rate applicable for unpaid real property taxes.

Section 4.3 Pro Rata Basis of Annual Service Charge

The Annual Service Charge with respect to each Unit of the Project for the year in which it is Substantially Completed, shall be adjusted on a pro rata basis from its commencement to the close of such calendar year. For the year in which Termination of this Agreement occurs, the Annual Service Charge shall be similarly pro-rated.

Section 4.4 Annual Service Charge Following Termination

The Entity or any Condominium Unit Owner may terminate this Agreement prior to the expiration of the Term with respect to its Unit upon thirty (30) days written notice to the City. This Agreement may also be terminated by the City in accordance with Section 20.1 below. After Termination of this Agreement with respect to the Project or to any Unit, whichever is applicable, the Property or such Unit shall thereafter be assessed and taxed as conventional real property. Termination of this Agreement prior to the maturity of the RAB Bonds shall not terminate the Entity's or Condominium Unit Owner's obligation to pay the Special Assessment, as defined below, in accordance with the terms of the RAB Bonds (which Entity obligation, for the avoidance of doubt, shall cease upon the sale of the Project to purchasers of Units in the Condominium as

set forth under Section 21.7 herein, and the Condominium Unit Owner shall then be responsible for the payment of the Special Assessments under the Special Assessment Agreement executed contemporaneously with this Agreement).

Section 4.5 During Construction

During the period between commencement of construction of the Project and the Substantial Completion of the Project and/or Unit(s), the Entity shall make a payment of only Land Taxes.

Section 4.6 Special Provisions Regarding the RAB Law

As a consequence of certain separate agreements implemented by City Ordinances and resolutions, the City has agreed that the cost of installation of infrastructure and related expenses required for the development of the Project is being financed by the City's issuance of bonds pursuant to the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. (the "RAB Law"). Such improvements are also subject to a special assessment (the "Special Assessment") and more specifically in a Special Assessment Agreement. Therefore, acting in accordance with N.J.S.A. 40A:12A-66, the City and the Entity have agreed that the Annual Service Charge imposed on the Units has been determined in a manner that, at the time of the initial transfer of title of a Unit from the Entity to a Unit purchaser: (i) yields to the City the amount of net revenue that the City would have received (net of taxes payable to the county and for board of education purposes) had conventional local property taxation remained applicable to such Units; and (ii) the Special Assessment (including the Annual Service Charge) due on each Unit will not exceed the amount of conventional taxes that would have been due on each Unit had conventional local property taxation remained applicable to such Unit. Accordingly, the terms of N.J.S.A. 40A:20-12(b)(2) requiring a specified minimum and maximum Annual Service Charge and staged increases in the Annual Service Charge shall not apply during the term of this Agreement. This Agreement is conditioned upon issuance of the RAB Bonds by the City, after the City obtains all prerequisite governmental approvals required for such issuance, and upon the RAB Bonds

remaining outstanding during the Term of this Agreement. The City shall take no action to redeem the RAB Bonds prior to the end of the Term of this Agreement.

Section 4.7 Leases

Any lease between the Entity and a tenant shall not require the City's consent or approval, and may require that a tenant pay all or part of the applicable Annual Service Charge or Minimum Annual Service Charge provided that no requirement will relieve the Entity of such obligations under this Agreement unless agreed to by the City.

ARTICLE V - DISPUTE RESOLUTION

Section 5.1 Arbitration

In the event of a breach of the within Agreement, other than a payment default, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party shall submit the dispute to arbitration, which shall utilize the New Jersey law and the arbitration rules of the American Arbitration Association to be resolved in accordance with such law, rules and regulations in such a fashion as to accomplish the purposes of the Governing Law and this Agreement. The cost of the arbitration shall be borne equally by the Parties.

The Parties shall determine whether one arbitrator or a panel of three arbitrators will determine the dispute. An arbitrator shall be mutually acceptable to the Parties and shall have the following qualifications: (i) an attorney at law or other professional of the State of New Jersey, with no less than fifteen years' experience, and whose expertise is in redevelopment projects utilizing the Governing Law; or (ii) any other qualifications mutually acceptable to the Parties. In the event that the Parties cannot agree on the selection of the arbitrator(s), then the dispute shall be arbitrated by a panel of three arbitrators, with each party selecting each arbitrator, and those two arbitrators selecting the third.

The arbitrator(s) shall make written findings of fact and conclusions with respect to compliance with the Governing Law. Any arbitration award may be appealed by either party to

the New Jersey Superior Court, Law Division, with respect to asserted errors of fact or law, and the outcome of such appeal may be further appealed in the New Jersey courts, and shall not be limited in any way due to the origin of the action in arbitration.

In the event of a default in payment of the Annual Service Charge as defined in Article IV, above, the City, among its other remedies, reserves the right to proceed against the Entity's Property, in the manner provided by N.J.S.A. 54:5-1 et seq., irrespective of any Arbitration proceeding and any act supplementary or amendatory thereof. Whenever the word taxes appears or is applied directly or impliedly to mean taxes or municipal liens on land such statutory term shall be read, as far as pertinent to this Agreement, as if the Annual Service Charge constitutes taxes or municipal liens on land. In such event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above-referenced manner.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to Substantially Complete the Project and to obtain the Certificate(s) of Occupancy for each Unit within the Project at the time when each Unit is eligible for the issuance of a Certificate of Occupancy. The City shall cooperate to ensure that any offsite infrastructure or other improvements which is the responsibility of the City and/or the Master Developer are approved and completed in a timely manner to ensure the uninterrupted development and issuance of certificates of occupancy for the Units within the Project by the Entity.

Section 6.2 Substantial Completion

The Annual Service Charge is to commence on the first day of the month following the Substantial Completion of any Unit in the Project. The Annual Service Charge shall become payable upon the Substantial Completion of a Unit in the Project regardless of whether the Unit is sold, occupied or tenanted. Only Land Taxes shall be payable prior to Substantial Completion, in accordance with Section 4.5.

Section 6.3 Filing of Certificate of Occupancy

It shall be the responsibility of the City to forthwith file with and or submit to the Tax Assessor of the City a copy of each Certificate(s) of Occupancy issued for a Condominium Unit in the Project.

Failure of the City to file or submit such issued Certificate(s) of Occupancy, as required by the preceding paragraph, shall not restrict the City's Tax Assessor from taking appropriate action.

The estimated cost data disclosed by the Application submitted by the Entity with this Financial Agreement may at the option of the City's Building Department be used as the basis for construction cost determinations applicable to the issuance of building permits(s) for the Project.

ARTICLE VII - ANNUAL AUDITS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls required for proper record control under the Agreement. The requirements for submission of periodic reports by the Entity including, without limitation, any Auditor's Reports except for a final accounting required by the Law, shall cease when the Entity no longer has an interest in the Project and have sold all Units as evidenced by recorded deeds or except as required by the Governing Law, following Termination of this Agreement.

Section 7.2 Periodic Reports

Within ninety (90) days after the close of each fiscal or calendar year, depending on Entity's accounting basis for the duration of this Agreement, (taking into account Section 7.1), the Entity shall submit an auditor's report certified by a certified public accountant for the preceding fiscal or calendar year to the City's Chief Financial Officer and the City Clerk, and the Director of the New Jersey Division of Local Government Services. The auditor's report shall conform to all applicable standards of the Tax Exemption Law and shall include the following data:

Annual Gross Revenue data, Net Profits, excess profits, sales date and sales price of each Unit conveyed, principal amount and the interest rate of any mortgage(s) associated with

the purchase of each Unit, to the extent known, a listing of those Units identified as investor owned Units and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder pursuant to the Governing Law and this Agreement.

Failure by the Entity to submit the reports required by this Article VII shall subject the Entity to a fine, payable to the City, commencing on the 91st day after such report is due, in the amount of \$100.00 per day for each day after the 90th day that such report is not filed.

Section 7.3 Project Sales or Leases

When the Project or Unit is sold or leased, all relevant data regarding such sale or lease, including date, consideration, all relevant closing documents (such as deed, and affidavit of consideration), leases, shall be submitted to the City Clerk & Tax Assessor.

Section 7.4 Inspection

The Entity shall permit upon proper request an inspection of property, equipment, buildings and other facilities of the Project as well as an examination and audit of the books, contracts, records, documents and papers by representatives duly authorized by the City or the New Jersey Division of Local Government Services in the Department of Community Affairs. Such examination or audit shall be made following reasonable advance notice during business hours, and shall be conducted in the presence of any officer or agent of the Entity to which the examination or audit relates.

ARTICLE VIII - APPLICATION AND ADMINISTRATIVE FEE

Section 8.1 Application Fee

The Entity has paid to the City an application fee representing two percent (2%) of the estimated first year's Annual Service Charge, as a fee for processing the Application.

Section 8.2 Administrative Fee

(a) Defined. The Entity acknowledges and agrees that, in addition to the payment of the Annual Service Charge, an annual administrative fee to the City shall be payable. The annual Administrative Fee shall be 2% of the Annual Service Charge in each year. For purposes of enforcement of collections, such payments shall be considered to be an additional part of the Annual Service Charge and shall be included in billing statements provided by the City to Unit Owners. The Administrative Fee shall be payable and due on or before December 31st of each year with interest accruing for late payments in accordance with the standards applicable to the Annual Service Charge.

(b) Submission of Deeds. The Entity shall submit filed copies of all deeds certified to be true copies within thirty (30) days of a closing to the City Tax Assessor.

ARTICLE IX - INTENTIONALLY OMITTED

ARTICLE X - ASSIGNMENT AND/OR ASSUMPTION

Section 10.1 Assignment

The Entity may assign its rights under this Agreement with the prior written consent of the City, which consent will be granted provided (a) the new entity is an urban renewal entity formed pursuant to the Governing Law, (b) at the time of such assignment, the new entity is or has agreed to become the fee owner of the Project and has agreed in writing to undertake any remaining construction and completion of the Project; (c) the new entity does not own any other Project subject to a long term tax exemption at the time of transfer; (d) the assignor Entity is not then in default of this Agreement; (e) the assignor Entity's obligations under this Agreement are fully

assumed by the new entity; (f) the new entity shall have demonstrated to the City's reasonable satisfaction its financial capability and experience; and (g) the assignor Entity shall pay the City a transfer fee equal to two percent (2%) of the then current Annual Service Charge as required by N.J.S.A. 40A:20-10(d). Upon the transfer of this Agreement to an assignee, the Entity shall be discharged from any further obligation with respect to the Project. Voluntary transfers of more than ten (10%) percent of the ownership of the Project or any portion thereof shall be subject to N.J.S.A. 40A:20-5e. Nothing contained in this Agreement shall prohibit transfers of interests in the Entity itself provided that notice of the transfer, if greater than ten (10%) percent, shall be provided to the City in accordance with N.J.S.A. 40A:20-5e. Nothing in this Section shall be applicable to the sale or conveyance of a Condominium Unit for which certificate of occupancy has been issued to a Condominium Unit Owner.

Section 10.2 Deed Recitals

While this Agreement remains in effect, deeds for Units in the Project shall include a recital that (a) the grantee is subject to the terms and conditions of this Agreement, and (b) that this Agreement runs with the land for the duration of this Agreement and that by accepting this deed, the grantee acknowledges it has received from the Entity a true copy of the aforementioned Agreement, the originals of which may be examined by the grantee in the Office of the City Clerk during regular working days and hours.

Section 10.3 Operation of Project

Following the filing of the master deed creating the condominium, the Project shall be operated in accordance with the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et. seq. as now or hereafter amended and/or supplemented. The Entity hereby agrees at all times prior to the expiration or termination this Agreement to remain bound by the provisions of this Agreement and those of N.J.S.A. 40A:20-1 et. seq., as currently amended and supplemented with respect to Units in the Project which are owned and not sold by the Entity. Upon the sale of

any Unit, the successor in title shall be similarly bound and the Entity shall be relieved and discharged from any obligation or liability under this Agreement with respect to such Unit.

ARTICLE XI - INTENTIONALLY OMITTED

ARTICLE XII - RECORDING

Section 12.1 Recordation of Agreement

The City shall record at the Entity's expense a fully signed original of this Agreement with the office of the Monmouth County Clerk prior to the first conveyance of a Condominium Unit by the Entity.

ARTICLE XIII - WAIVER

Section 13.1 Waiver

Nothing contained in this Agreement shall constitute a waiver or relinquishment by the Entity or the City of any rights and remedies, including without limitation, the City's right to terminate this Agreement and the tax exemption granted hereunder for an uncured breach of any of the terms provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City or the Entity has under law, in equity, or under any provisions of this Agreement.

ARTICLE XIV - NOTICES

Section 14.1 Sent by City

Any notice required hereunder to be sent by either party to the other shall be sent by a nationally recognized overnight courier service or by certified or registered mail, return receipt requested, addressed as follows:

When sent by the City to the Entity notices shall be addressed to K. HOVNANIAN'S AEGEAN AT ASBURY PARK URBAN RENEWAL, LLC, 110 Fieldcrest Avenue, Edison, New Jersey 08837, Attention: Carl W. Erler, Division Counsel, unless, prior to the giving of notice, the Entity shall have notified the City otherwise in writing.

Upon the transfer of title to any Unit in the Project, notice shall be sent to the new owner at the Project or to the address listed for the Condominium Unit Owner on the last tax duplicate of the City unless written notice of a different address for the Condominium Unit Owner was provided to the Tax Assessor and Tax Collector of the City.

Section 14.2 Sent by Entity

When sent by the Entity or Condominium Unit Owner to the City, notice shall be addressed to the City Clerk, Mayor and City Manager at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, unless, prior to the giving of notice, the City shall have notified the Entity or Condominium Unit Owner otherwise in writing. The notice to the City shall identify the subject and property to which it relates.

ARTICLE XV - INTENTIONALLY OMITTED

ARTICLE XVI - CONSTRUCTION/ENFORCEMENT

Section 16.1 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

ARTICLE XVII - WASTE AND REFUSE DISPOSAL

Section 17.1 Responsibility of Entity

Unless the City otherwise agrees, collection and disposition of all solid waste, refuse and recyclables emanating from the Project shall be the exclusive responsibility of the Entity prior to the filing of the master deed creating the condominium, and thereafter by the Condominium Association. The Entity or other responsible party shall engage a licensed collector, hauler or scavenger at the Entity's (or other responsible party's) cost and expense to collect and dispose such waste and recyclables.

ARTICLE XVIII - INDEMNIFICATION

Section 18.1 Defined

{350946.DOCX.1}25

It is understood and agreed that, in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of the within Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., by the Entity, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto to which intervention the Entity hereby consents. The expense of such intervention thereof shall be borne by the City.

ARTICLE XIX - DEFAULT

Section 19.1 Default

“Default” shall be the failure of the Entity or a Condominium Unit Owner to perform its obligations under this Agreement after notice and within applicable cure periods provided in this Agreement. For the avoidance of doubt, a Default by any Condominium Unit Owner shall not be a Default by the Entity or any other Condominium Unit Owner. The obligations of the Condominium Unit Owners are not cross-defaulted with the obligations of any other Condominium Unit Owner or cross-collateralized with any other Condominium Unit Owner’s Unit.

Section 19.2 Cure Upon Default

Should the Entity or any Condominium Unit Owner be in default in the payment or performance of its obligations under this Agreement, the City shall notify such defaulting party of said default. Said notice shall set forth with particularity the basis of the alleged default. The defaulting party shall have 90 days to cure any default, except for a payment default, which the defaulting party shall have 10 days to cure. If any non-payment default cannot be cured within the cure period then, provided that diligent cure efforts are being prosecuted, the period for cure shall be extended for an additional 90 days after which this Agreement may be terminated as to the affected Unit(s) in accordance with the Governing Law.

Section 19.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the real property which is the subject of the default pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq. All of the remedies provided in this Agreement to the City and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. Further the bringing of any action for any unpaid charges due to the City under this Agreement, the Annual Service Charge, or for breach of any covenant or the resort to any other remedy herein provided for shall not be construed as a waiver of the right of the City to terminate the tax exemption as to the real property which is the subject of the Default.

Section 19.4 Force Majeure

The Parties acknowledge and agree that the performance or non-performance by both or either of the Parties of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is the result of a Force Majeure Event, provided however, that the Force Majeure Event was not the result of or did not arise out of any unlawful action or non-action of the party relying on such Force Majeure Event as justification for the performance, failure of performance, or delay in performance of the subject obligation, requirement, commitment or other responsibility. In the event of a Force Majeure Event, either party hereto may obtain an extension of time to perform any obligations arising under this Agreement by notifying the other party in writing pursuant to the provisions of Article XIV of the Force Majeure Event no later than thirty (30) days after the first occurrence of the Force Majeure Event, and such extension of time shall commence upon the first occurrence of the applicable Force Majeure Event; provided, however, that if either party fails to give such notice within such thirty (30) day period, and the event or occurrence that is the basis for the Force Majeure Event continues for more than thirty (30) days, such delay shall still be a Force Majeure Event that excuses the impacted party's performance if the impacted party gives notice thereof, but the period of time during which such performance is excused shall commence on the date when the notice is

received by the non-impacted party. Any such extension of time shall only be for so long as the Force Majeure Event reasonably requires.

ARTICLE XX - TERMINATION

Section 20.1 Termination Upon Default of the Entity or Condominium Unit Owner

In the event the Entity or Condominium Unit Owner fails to cure or remedy such default or breach within the time period provided in Section 19.2, the City may terminate this Agreement, but only as to the Condominium Unit(s) affected by the Default upon 30 days written notice to the Entity or Condominium Unit Owner then in Default. For purposes of the Entity rendering a final financial accounting, the termination of this Agreement shall be deemed to be the end of the fiscal year for the Entity. If the termination results from a Default by the Entity, the Entity shall within 90 days after the date of such termination, pay to the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-13 and N.J.S.A. 40A:20-15 as well as the excess profit, if any, payable under this Agreement. The termination date of this Agreement shall be deemed to be the end of the Entity's fiscal year.

Upon such termination of the exemption for the Project or any Unit, all affected properties and all improvements made thereto shall be assessed from the date of termination under conventional real property taxation principles.

ARTICLE XXI - MISCELLANEOUS

Section 21.1 Conflict

The parties agree that in the event of a conflict between the Application, and this Agreement, this Agreement shall govern and control. The Governing Law shall supersede any conflict between its terms and this Agreement provided that the Governing Law shall be interpreted and applied in a manner consistent with the terms of the RAB Law, N.J.S.A. 40A:12A-64 et seq.

Section 21.2 Oral Representations

There have been no oral representations made by any of the parties hereto which are not contained in this Agreement. This Agreement, the City's Ordinance approving this Agreement, the Application, that certain Subsequent Developer Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement and that certain Special Assessment Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement, constitute the entire Agreement between the Parties, and there shall be no modifications hereto other than by a written instrument executed and delivered by the Parties.

Section 21.3 City's Ordinance

The City's Ordinance approving this Agreement is incorporated in this Agreement and a made part hereof.

Section 21.4 Good Faith

The covenants of good faith, fair dealing and implied necessity are deemed incorporated into and made a part of this Agreement.

Section 21.5 Grammatical Usage

The bracketing, of the letter "s" at the end of a word such as Unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

Section 21.6 Tentative Financial Plan

A financial plan and detailed representations and covenants by the Entity conforming to N.J.S.A. 40A:20-9 for the undertaking of the Project is included in the Application. The Entity represents that they will diligently attempt to construct the Project in accordance with the information contained in the Application and the terms of the Subsequent Developer Agreement.

Section 21.7 Condominium Sales

Notwithstanding any contrary term or provision of this Agreement, the City expressly agrees and consents to the sale of the Project to purchasers of Units in the Condominium to be formed upon the filing of the master deed and to its successors and assigns and that upon the transfer of title to a Unit by the Entity to the purchaser of such Unit (which shall be deemed to have occurred upon such Unit's sale) the Entity's obligations under this Agreement with respect to such Unit shall cease, the tax exemption granted hereby and all obligations related thereto shall continue and inure to and bind each purchaser of a Unit and his successors and assigns notwithstanding that such persons are not urban renewal entities pursuant to the Governing Law. The proceeds of the sale of Units in the Project shall not be included in the Annual Gross Revenue or Net Profits of the Entity.

Section 21.8 Payment of Other Fees for Municipal Services

To the extent that the City collects fees from property owners for the provision of certain services provided by the City or its agents, the Entity agrees to make payments for such municipal services, including without limitation water and sewer charges and any services that create a lien on parity with or superior to the lien for the land taxes and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments during such time as the Entity owns the Property and/or Condominium Units.

Section 21.9 Severability

If any term, covenant or condition of this Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

If any portion of this Agreement shall be judicially declared to be invalid and unenforceable and provided that a default has not been declared pursuant to this Agreement, the Parties shall

cooperate with each other to take the actions reasonably required to restore the Agreement to the manner and economic effect contemplated by the Parties, including, but not limited to the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

Section 21.10 Certification

The City shall certify to the City Tax Assessor, pursuant to the Governing Law, that this Agreement entered into by the City and the Entity has been lawfully entered into and is in effect pursuant to the Governing Law. The delivery by the City to the City Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the City Tax Assessor shall implement the tax exemption and continue to enforce the tax exemption without further certification by the City until the Termination Date. Further, upon the adoption of this Agreement, the Ordinance shall be transmitted to the Director of the New Jersey Division of Local Government Services in the Department of Community Affairs by the City.

Section 21.11 Estoppel Certificate

Within thirty (30) days following written request therefor by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the City's knowledge, no default has occurred under this Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a default) or stating the nature of any default; and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a default, it shall be identified with reasonable detail and also state the manner in which such default may be cured.

Section 21.12 Exhibits

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

{350946.DOCX.1}31

1. Exhibit 1 - The Application.
2. Exhibit 2 - Ordinance authorizing the execution of this Agreement.
3. Exhibit 3 - Certificates of the Entity approved by Department of Community Affairs.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

K. HOVNANIAN'S AEGEAN AT ASBURY
PARK URBAN RENEWAL, LLC

Name: Michael Weisslitz, Division President

An Authorized Officer

THE CITY OF ASBURY PARK

John Moor, Mayor

[SEAL]

ATTEST:

Lisa Esposito, RMC, City Clerk

Attachment: Final Financial Agreement (Aegean) (350946x9DC53) 2023 (2023-2 : Financial Agreement Ordinance for the Aegean Block 4003,

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 2023, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park; and
- (c) executed the instrument as the act of the City of Asbury Park.

Notary Public

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 2023, Michael Weisslitz personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized officer of K. HOVNANIAN'S AEGEAN AT ASBURY PARK URBAN RENEWAL, LLC; and
- (c) executed the instrument as the act of K. HOVNANIAN'S AEGEAN AT ASBURY PARK URBAN RENEWAL, LLC.

Notary Public

EXHIBIT 1
The Application

Attachment: EXHIBIT 1 cover page (2023-2 : Financial Agreement Ordinance for the Aegean Block 4003, Lots 12,13, and 14)

APPLICATION FOR LONG TERM TAX EXEMPTION
(COMMERCIAL/RESIDENTIAL/CONDOMINIUM PROJECT)

OFFICE OF THE
CITY MANAGER
MUNICIPAL BUILDING
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07102

K. Hovnanian's Aegean at Asbury
Park Urban Renewal, LLC
Name of Applicant

110 Fieldcrest Ave., Edison, NJ 08837
Address of Applicant

215, 217, & 219 Second Ave. (27 Units)
Block 4003, Lots 12, 13, & 14
Address of Project Site

THE UNDERSIGNED, ON BEHALF OF AND WITH THE POWER AND INTENT TO BIND THE APPLICANT, HEREBY CERTIFIES TO THE CITY AS FOLLOWS, AND HEREBY ACKNOWLEDGES THAT THE STATEMENTS CONTAINED HEREIN ARE MADE IN INDUCEMENT OF A TAX ABATEMENT PURSUANT TO THE LONG TERM TAX EXEMPTION LAW:

SECTION A: APPLICANT INFORMATION

1. Name of Applicant:

K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC

2. Address of Applicant:

110 Fieldcrest Avenue, Edison, NJ 08837

SECTION B: PROPERTY INFORMATION

3. Identification of Property:

- a. State the street address of the proposed project site (the "Project Site"), according to the currently effective tax map of the City (the "Official Map"):

215, 217, and 219 Second Avenue

- b. State the block(s) and lot number(s) corresponding to the Project Site on the Official Map:

Block 4003, Lots 12, 13 and 14

- c. Identify the designated Redevelopment Area in which the Project Site is located:

Prime Renewal Area

- d. Provide a metes and bounds description of the Project Site:

See Attached.

- e. Attach a sealed copy of a survey of the Project Site OR provide a plotting thereof drawn from the Official Map.

See Attached.

4. Current Assessment and Tax Status of the Project Site:

a. Current Assessment

<u>BLOCK</u>	<u>LOT</u>	<u>LAND</u>	<u>IMPROVEMENTS</u>	<u>TOTAL</u>
4003	13	\$642,400	\$0	\$642,400
4003	14	\$477,200	\$0	\$477,200
4003	12	\$488,100	\$282,900	\$771,000
		\$	\$	\$

b. Current Tax Status – See Attached Searches.

<u>BLOCK</u>	<u>LOT</u>	<u>REAL PROPERTY BALANCE</u>	<u>WATER/SEWER</u>	<u>TOTAL</u>
4003	13	\$0	\$0	\$0
4003	14	\$0	\$0	\$0
4003	12	\$0	\$0	\$0
		\$	\$	\$

c. Merger

If the Project Site is comprised of more than one lot on the Official Map, the Applicant hereby represents to the Mayor and Council that the Applicant will simultaneously herewith apply to the Tax Assessor or Planning Board upon site plan approval in writing for a merger of the lots into one or more lots, as proper land assessment requires. Applicant's failure to make such petition shall permit the assessor to make a merger of lots in a manner deemed appropriate to him or her and the Applicant shall be bound thereby and to the merger's effective date and the valuation of the land.

SECTION C. MUNICIPAL ASSISTANCE REQUESTED

5. What type of Tax Abatement is the Applicant requesting? (Note: if the proposed project incorporates more than one type of use, identify the type of Tax Abatement requested for each use.)

a. ☐ Long Term Commercial.

Industrial Project with an annual service charge equal to fixed percent of annual gross revenue (*N.J.S.A. 40A:20-12*).

b. ☐ Long Term Commercial.

Industrial Project with an annual service charge equal to 2% of total project cost (*N.J.S.A. 40A:20-12*). (Owner Occupied only).

c. ☐ Long Term Residential Project.

Annual service charge based on the formula established pursuant to *N.J.S.A. 40A:20-12(b)(1)*.

d. ☒ Long Term Residential Condominium.

Annual service charge based on the formula established pursuant to *N.J.S.A. 40A:20-12(b)(1)*.

6. The requested duration of Tax Abatement is 30 years.

SECTION D: PROJECT INFORMATION

7. Please describe the purpose of the project. Include a detailed description of the improvements to be made to the Project Site.

The Baltic at Asbury Park (“Baltic”) and the Aegean at Asbury Park (“Aegean”) are comprised of two buildings consisting of 17 condominium flats and 27 condominium flats, respectively. Each building is comprised of 3-stories over garage parking, which will be partially below grade.

Amenities are anticipated to include a rooftop deck feature with a mezzanine floor for access to same, a community room within the Baltic, and general storage in both buildings for the residents for bicycles and other recreational equipment.

The Baltic and the Aegean are located on adjacent tracts of land comprising a total of approximately .8 acres and are located at the intersections of Second Avenue, Bergh Street, and Third Avenue within the City’s Waterfront Redevelopment Area. The lots and blocks upon which the community is to be constructed include: Block 4003, Lots 1, 2, and 16 (Baltic - 17 Units) and Block 4003, Lots 12, 13, and 14 (Aegean - 27 Units). Upon ultimate approval by the City’s Planning Board and following lot consolidation, it is anticipated that there will be two lots – one for the Baltic and one for the Aegean.

8. Please provide a detailed break down of the total estimated project cost OR the total estimated Annual Gross Revenue pursuant to *N.J.S.A. 40A:20-3(h)*. Attach substantiation of the assumptions utilized therein as may be necessary.

a. If providing a break down of total estimated project cost, please attach a signed and sealed architect’s certification as to the construction costs. Please also see *N.J.S.A. 40A:20-8* and comply therewith.

Please see attached Architect Letter.

b. If providing a break down of Annual Gross Revenue, please attach a tentative financial plan for the Project, including but not limited to the following information, as appropriate: a schedule of rents; estimated expenditures for operation and maintenance; payments for interest, amortization of debt and reserves; payments to the City to be made pursuant to a financial agreement to be entered into with the City; and anticipated rate of return (to demonstrate satisfaction of constitutional but-for test). N/A

9. Describe the method of financing the project, including but not limited to a recapitulation of relevant financing terms (to the extent known), and the identification of funding sources.

While being evaluated, we anticipate utilizing bank financing.

10. Provide the currently estimated project schedule, including the anticipated project completion date.

Aegean	21 Months	-	Start March 2023
		-	Finish January 2025

11. Disclosure Statement:

a. Name of Corporation, Partnership or Entity:

K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC

b. Principal place of business:

110 Fieldcrest Avenue, Edison, NJ 08837

c. Name of statutory agent and address, but if applicant is not a corporation the one with related address upon whom legal process may be served is:

d. Incorporated in the State of New Jersey

The following represents the name and addresses of all stock holders or partners owing a 10% or greater interest in the above corporation or partnership. If one or more of the above named s itself a corporation, partnership, or entity, I have annexed hereto the names and addresses of anyone owing a 10% or greater interest therein.

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Percent Owned</u>
-------------------------	----------------	----------------------

See attached

e. Name of Directors

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Title</u>
-------------------------	----------------	--------------

12. Please list all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any agreement concerning tax exemption that is currently in force and effect with the City of Asbury Park.

<u>Name</u>	<u>Name of Urban Renewal Entity</u>
K. Hovnanian at Asbury Park Urban Renewal, LLC	
K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC	

13. Please list all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any other contract or agreement that is currently in force and effect with the City of Asbury Park.

<u>Name</u>	<u>Type of Contract or Agreement</u>
K. Hovnanian at Asbury Park Urban Renewal, LLC	Subsequent Developer Agreement/Financial Agreement/Special Assessment Agreement
K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC	Subsequent Developer Agreement/Financial Agreement/Special Assessment Agreement

14. Describe the number and manner of temporary jobs (including skill level and any certifications or memberships needed) to be created by the Project during the construction period. Please also describe the number and manner of permanent jobs (including skill level and any certifications or memberships needed) to be created by the Project within one year after completion.

- In addition to the project's ongoing fiscal benefits to the City in the form of annual service charges, the construction phase of the proposed development will provide the following economic benefits to the Monmouth County region:
- a. **Direct Jobs Effect:** Approximately 105 total construction jobs (based on total project costs of approx. \$19 Million). The jobs are not permanent.
 - b. The construction of the project will result in approximately \$16 million in output or economic production within Monmouth County based upon total project costs.
 - c. The estimated employment data was generated using January 23, 2019 "Updated Employment Multipliers for the U.S. Economy", published by the Economic Policy Institute.

15. Please provide any further information that you wish the City to consider, for example, public benefits that will accrue to the City, its residents or the surrounding community from construction of the Project. For illustrative purposes only, will the undertaking of the Project include the remediation of any environmental hazards? Will the Project serve to enhance, preserve or reuse any property or building of historic interest? Will the Project provide expanded or rehabilitated open space or recreational facilities?

The project will remediate historic fill present at both sites and will redevelop an existing dilapidated structure.

16. The proposed Project complies with the Waterfront Redevelopment Plan as adopted and on file with the City Planning Board.
17. The undertaking conforms to all applicable municipal ordinances; its completion will meet an existing need, and the Project accords with the Master Plan of the City as it currently exists or as it will be amended.
18. The construction of the Project has not commenced nor will it commence prior to the final approval and execution of a Financial Agreement between the City and the Applicant.
19. No office or employee of the City has any direct or indirect personal or financial interest in the Project which is the subject of this application.
20. Please state any exception(s) to the statements made (#1 to #19 above).

Since the property requires environmental remediation, some excavation will occur prior to commencement of construction and prior to applicant taking title to the properties being redeveloped.

21. I certify that all the foregoing statements made by me are true. I am aware that if of the foregoing statements made by me are willfully false, I am subject to punishment.


Signature

Michael Weisslitz, Division President
Print Name and Title

October 12, 2022
Date

Applicant(s) shall submit ten (10) copies executed in the original. Where the Applicant is other than an individual person the signature on the application shall be certified as to its authenticity and authority by the submission of a notarized corporate resolution bearing the seal of the corporation and the signature of the secretary of the corporation or similar bona fide evidence.



Priority Search Services LLC

Personal Service. Dependable Results.

788 Shrewsbury Avenue, Suite 2131, Tinton Falls, New Jersey 07724
Phone: (732) 741-5080 - Fax: (732) 741-5068

EASTERN NATIONAL TITLE AGENCY, INC.

Title #: **Contin XE1587**

BLOCK: 4003 LOT: 12

OWNER: 215 SECOND AVENUE, LLC

MAIL: 1005 MAIN ST ASBURY PARK, NJ 07712

LOCATION: 215 SECOND AVENUE

CITY OF ASBURY PARK, MONMOUTH COUNTY (732) 775-2100

ONE MUNICIPAL PLAZA, ASBURY PARK, NJ 07712

TAX COLLECTOR: (732) 502-5198 TAX ASSESSOR: (732) 502-5750

2022 TAX RATE: 1.557; 2022 AVERAGE RATIO: 94.06; CERTIFICATE OF OCCUPANCY FOR SALE OF A 1 OR 2 FAMILY HOME REQUIRED; ORD# 2015-10
VACANT/ABANDONED PROPERTY REGISTRATION REQUIRED- INITIAL FEE \$500, ESCALATING ANNUAL RENEWAL FEES; SMOKE DETECTOR
CERTIFICATE REQ'D; MUNICIPAL CODE: 1304

APPROX. LOT SIZE:	50X143 IRR	LAND VALUE:	\$488,100
BUILDING DESCRIPTION:		IMPROVEMENT VALUE:	\$282,900
ASSESSOR'S CODE:	2-RESIDENTIAL	TOTAL ASSESSMENT:	\$771,000

EXEMPTIONS: **NONE**
ABATEMENT OF: **NONE**

2021 TAXES: **\$11,071.06 PAID IN FULL**

2022 QTR 1 (1/1-3/31) DUE 2/1: **\$2,767.77 PAID**

QTR 2 (4/1 - 6/30) DUE 5/1: **\$2,767.76 PAID**

QTR 3 (7/1 - 9/30) DUE 8/1: **\$3,234.47 PAID 08/25/2022**

QTR 4 (10/1 - 12/31) DUE 11/1: **\$3,234.47 OPEN & DUE 11/01/2022**

2023 QTR 1 (1/1-3/31) DUE 2/1: **\$3,001.12 OPEN & DUE 02/01/2023**

QTR 2 (4/1 - 6/30) DUE 5/1: **\$3,001.12 OPEN & DUE 05/01/2023**

MAIL TAX PAYMENTS TO: CITY OF ASBURY PARK, TAX COLLECTOR, ONE MUNICIPAL PLAZA, ASBURY PARK, NJ 07712

ADDED ASSESSMENT: **PENDING UPON IMPROVEMENTS TO PROPERTY**
BILLED ANNUALLY

LIENS: **NONE**
*CONTACT TAX OFFICE FOR
PAY-OFF/PAYMENT INFORMATION*

CONFIRMED ORDINANCE: **NONE**

SPECIAL ORDINANCE: **ORDINANCE #: 3040 ADOPTED ON: 06/14/2013**
TYPE OF IMPROVEMENT: WATERFRONT REDEVELOPMENT AREA

WATER ACCOUNT # **PRIVATE - NJ AMERICAN WATER CO. @ (800) 272-1325;**
FINAL READING & SETTLEMENT AMOUNT DUE REQUIRED

SEWER ACCOUNT # **10666505-0 03/01/22-05/31/22 \$80.00 PAID**
REFLECTS CONSUMPTION CHARGES THRU 05/31/22
BILLED QUARTERLY; CONTACT: (732) 775-2100



Priority Search Services LLC

Personal Service. Dependable Results.

788 Shrewsbury Avenue, Suite 2131, Tinton Falls, New Jersey 07724
Phone: (732) 741-5080 - Fax: (732) 741-5068

EASTERN NATIONAL TITLE AGENCY, INC.

Title #: **Contin XE1587**

BLOCK: 4003 LOT: 13

OWNER: TWO HUNDRED FIFTEEN SECOND AVENUE L

MAIL: 500 DEAL LAKE AVE APT 5B ASBURY PARK, NJ 07712

LOCATION: 217 SECOND AVENUE

CITY OF ASBURY PARK, MONMOUTH COUNTY (732) 775-2100

ONE MUNICIPAL PLAZA, ASBURY PARK, NJ 07712

TAX COLLECTOR: (732) 502-5198 TAX ASSESSOR: (732) 502-5750

2022 TAX RATE: 1.557; 2022 AVERAGE RATIO: 94.06; CERTIFICATE OF OCCUPANCY FOR SALE OF A 1 OR 2 FAMILY HOME REQUIRED; ORD# 2015-10
VACANT/ABANDONED PROPERTY REGISTRATION REQUIRED- INITIAL FEE \$500, ESCALATING ANNUAL RENEWAL FEES; SMOKE DETECTOR
CERTIFICATE REQ'D; MUNICIPAL CODE: 1304

APPROX. LOT SIZE:	50X145 IRR	LAND VALUE:	\$642,400
BUILDING DESCRIPTION:		IMPROVEMENT VALUE:	\$0
ASSESSOR'S CODE:	1-VACANT LAND	TOTAL ASSESSMENT:	\$642,400

EXEMPTIONS: **NONE**
ABATEMENT OF: **NONE**

2021 TAXES: **\$8,996.52 PAID IN FULL**

2022 QTR 1 (1/1-3/31) DUE 2/1: **\$2,249.13 PAID**

QTR 2 (4/1 - 6/30) DUE 5/1: **\$2,249.13 PAID**

QTR 3 (7/1 - 9/30) DUE 8/1: **\$2,751.96 PAID 08/25/2022**

QTR 4 (10/1 - 12/31) DUE 11/1: **\$2,751.95 OPEN & DUE 11/01/2022**

2023 QTR 1 (1/1-3/31) DUE 2/1: **\$2,500.55 OPEN & DUE 02/01/2023**

QTR 2 (4/1 - 6/30) DUE 5/1: **\$2,500.54 OPEN & DUE 05/01/2023**

MAIL TAX PAYMENTS TO: **CITY OF ASBURY PARK, TAX COLLECTOR, ONE MUNICIPAL PLAZA, ASBURY PARK, NJ 07712**

ADDED ASSESSMENT: **PENDING UPON IMPROVEMENTS TO PROPERTY**
BILLED ANNUALLY

LIENS: **NONE**
*CONTACT TAX OFFICE FOR
PAY-OFF/PAYMENT INFORMATION*

CONFIRMED ORDINANCE: **NONE**

SPECIAL ORDINANCE: **ORDINANCE #: 3040 ADOPTED ON: 06/14/2013**
TYPE OF IMPROVEMENT: WATERFRONT REDEVELOPMENT AREA

WATER ACCOUNT # **CHARGES PENDING UPON CONNECTION;**
CONTACT: (800) 272-1325

SEWER ACCOUNT # **CHARGES PENDING UPON CONNECTION;**
CONTACT: (732) 775-2100



Priority Search Services LLC

Personal Service. Dependable Results.

788 Shrewsbury Avenue, Suite 2131, Tinton Falls, New Jersey 07724
Phone: (732) 741-5080 - Fax: (732) 741-5068

EASTERN NATIONAL TITLE AGENCY, INC.

Title #: **Contin XE1587**

BLOCK: 4003 LOT: 14

OWNER: PENSCO TRUST COMPANY C/O FBO, A.KASS

MAIL: 1801 CALIFORNIA ST, SU-800 DENVER, CO 80202

LOCATION: 219 SECOND AVENUE

CITY OF ASBURY PARK, MONMOUTH COUNTY (732) 775-2100

ONE MUNICIPAL PLAZA, ASBURY PARK, NJ 07712

TAX COLLECTOR: (732) 502-5198 TAX ASSESSOR: (732) 502-5750

2022 TAX RATE: 1.557; 2022 AVERAGE RATIO: 94.06; CERTIFICATE OF OCCUPANCY FOR SALE OF A 1 OR 2 FAMILY HOME REQUIRED; ORD# 2015-10
VACANT/ABANDONED PROPERTY REGISTRATION REQUIRED- INITIAL FEE \$500, ESCALATING ANNUAL RENEWAL FEES; SMOKE DETECTOR
CERTIFICATE REQ'D; MUNICIPAL CODE: 1304

APPROX. LOT SIZE:	50X108 IRR	LAND VALUE:	\$477,200
BUILDING DESCRIPTION:		IMPROVEMENT VALUE:	\$0
ASSESSOR'S CODE:	1-VACANT LAND	TOTAL ASSESSMENT:	\$477,200

EXEMPTIONS: **NONE**
ABATEMENT OF: **NONE**

2021 TAXES: **\$6,683.40 PAID IN FULL**

2022 QTR 1 (1/1-3/31) DUE 2/1: **\$1,670.85 PAID**

QTR 2 (4/1 - 6/30) DUE 5/1: **\$1,670.85 PAID**

QTR 3 (7/1 - 9/30) DUE 8/1: **\$2,044.15 PAID**

QTR 4 (10/1 - 12/31) DUE 11/1: **\$2,044.15 PAID**

2023 QTR 1 (1/1-3/31) DUE 2/1: **\$1,857.50 PAID**

QTR 2 (4/1 - 6/30) DUE 5/1: **\$1,857.50 PAID 08/08/2022**

MAIL TAX PAYMENTS TO: CITY OF ASBURY PARK, TAX COLLECTOR, ONE MUNICIPAL PLAZA, ASBURY PARK, NJ 07712

ADDED ASSESSMENT: **PENDING UPON IMPROVEMENTS TO PROPERTY**
BILLED ANNUALLY

LIENS: **NONE**
*CONTACT TAX OFFICE FOR
PAY-OFF/PAYMENT INFORMATION*

CONFIRMED ORDINANCE: **NONE**

SPECIAL ORDINANCE: **ORDINANCE #: 3040 ADOPTED ON: 06/14/2013**
TYPE OF IMPROVEMENT: WATERFRONT REDEVELOPMENT AREA

WATER ACCOUNT # **CHARGES PENDING UPON CONNECTION;**
CONTACT: (800) 272-1325

SEWER ACCOUNT # **CHARGES PENDING UPON CONNECTION;**
CONTACT: (732) 775-2100

OWNERSHIP DISCLOSURE OF K. HOVNANIAN'S AEGEAN AT ASBURY PARK URBAN RENEWAL, LLC

- K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC is wholly owned by K. Hovnanian Holdings NJ, LLC.
- K. Hovnanian Northeast Division, Inc. is the only person or entity that owns more than ten (10%) percent of K. Hovnanian Holdings NJ, LLC.
- Hovnanian Enterprises, Inc. is the only person or entity that owns more than ten (10%) percent of K. Hovnanian Northeast Division, Inc.
- Hovnanian Enterprises, Inc. is a publicly traded company and no person or entity owns more than ten (10%) percent of its stock.

K. HOVNANIAN'S AEGEAN AT ASBURY PARK URBAN RENEWAL, LLC

Carl W. Erler, Division Counsel

Commitment No. XE1587

SCHEDULE C DESCRIPTION

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Asbury Park, County of Monmouth and State of New Jersey:

PARCEL 1 - Lot 12 in Block 4003

BEGINNING at a point in the northerly line of Second Avenue, distant 100.17 feet easterly from the northeast corner of Second Avenue and Bergh Street and running; thence

- (1) North 24 degrees 30 minutes East, 144.75 feet to a point ; thence
- (2) South 65 degrees 30 minutes East, 50.00 feet to a point ; thence
- (3) South 24 degrees 30 minutes West, 142.0 feet to a pint in the northerly line of Second Avenue; thence
- (4) North 68 degrees 30 minutes 45 seconds West, along the northerly line of Second Avenue, 50.08 feet to the point and place of BEGINNING.

PARCEL 2 - Lot 13 in Block 4003

BEGINNING at point in the northerly line of Second Avenue, formerly known as Philadelphia Avenue, distant 50 feet 1 inch easterly from the northeasterly corner of Second Avenue and Bergh Street, formerly known as Bergh Avenue; thence

- (1) Northerly parallel with Bergh Street, 147 feet 5 inches to the middle of the block; thence
- (2) Easterly along the middle of the block, 50.00 feet; thence
- (3) Southerly parallel with Bergh Street, 144 feet 9 inches to the northerly line of the aforementioned Second Avenue; thence
- (3) Along the said Second Avenue, 50 feet 1 inch to the point or place of BEGINNING.

PARCEL 3 - Lot 14 in Block 4003

BEGINNING at the point of intersection of the northerly R.O.W. line of Second Avenue (50 feet R.O.W.) with the easterly R.O.W. line of Bergh Street (50 feet R.O.W.) and running; thence

- (1) North 24 degrees 30 minutes 00 seconds East, a distance of 110.00 feet to a point; thence

Commitment No. XE1587

SCHEDULE C
DESCRIPTION
Continued

- (2) South 65 degrees 04 minutes 34 seconds East, a distance of 50.00 feet to a point; thence
- (3) South 24 degrees 30 minutes 00 seconds West, a distance of 107.00 feet to a point; thence
- (4) North 68 degrees 30 minutes 46 seconds West, a distance of 50.08 feet to the Point and Place of BEGINNING.

Note for Information Only:

The land referred to in this Commitment is commonly known as Lot 12 - 14 in Block 4003 on the Tax Map of the City of Asbury Park, in the County of Monmouth, State of New Jersey, also known as .

Attachment: Exhibit 1 to Financial Agreement (Aegean) (350985x9DC53) (2023-2 : Financial Agreement Ordinance for the Aegean Block 4003,

Legal Description

Agent For: Chicago Title Insurance Company

Issued By: Eastern Title Agency, Inc.
2 Industrial Way West, Eatontown, NJ 07724
Ph: 732-389-0009 Fax 732-389-9023



September 29, 2022

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

Re: Waterfront Redevelopment Area
Application for Designation as Subsequent Developer
The Aegean (27 Units)
Block 4003, Lots 12, 13, and 14 (27 Units)

To Whom It May Concern:

In reference to the above captioned matter, kindly note that I have reviewed both Estimated Total Project Costs set forth on the attachment (\$19,526,386), as well as the Estimated Cost per Home set forth on the attachment (\$313,845), and to the best of my information, knowledge and belief, said budgets appear to be in a reasonable range for this condominium community consisting of 27 Units.

Notwithstanding the foregoing, I make no guarantees or warranties concerning the aforesaid budgets or that the actual completed costs of construction will not vary materially from these estimates.

Thank you,

Frank J. Minervini, AIA
MVMK Architecture & Design
360 14th Street
Hoboken, NJ 07030



Exhibit 13: Total Project Cost Estimate

The Aegean - Project Cost - Based on Concept Plan

Description	Budget	Cost Per Unit
Land Costs		
Land	\$4,252,500	\$157,500
Sub-total	\$4,252,500	\$157,500
Soft Costs		
Architects	\$220,000	\$8,148
Engineer / Environmental Consultant / DEP	\$72,800	\$2,696
Legal	\$350,000	\$12,963
Administrative / Finance Fees / Realty Transfer Fees	\$576,648	\$21,357
Marketing	\$532,000	\$19,704
Real Estate Taxes	\$135,038	\$5,001
Overhead	\$801,749	\$29,694
Insurance / Administrative	\$1,397,358	\$51,754
Permits / Fees	\$282,120	\$10,449
Sub-total	\$4,367,713	\$161,767
Hard Costs		
Estimated Construction Budget	\$8,473,819	\$313,845.15
Site Work	\$2,432,354	\$90,087.19
Sub-total	\$10,906,173	\$403,932
Totals		
Land Costs	\$4,252,500	\$157,500
Soft Costs	\$4,367,713	\$161,767
Hard Costs	\$10,906,173	\$403,932
Projected Total Costs	\$19,526,386	\$723,199.48

Exhibit 14: Cost Estimates for Each Unit Type

The Aegean - Cost Estimates for Each Unit Type

Unit Type	Quantity	SF	Cost Per Unit
A	2	750	\$286,926
B2	4	918	\$297,517
C	3	1244	\$309,868
E	12	1287	\$320,926
F	3	1295	\$320,411
D	3	1362	\$322,650
Total / Average	27	1197	\$313,845

EXHIBIT 2
Ordinance

Attachment: EXHIBIT 2 Cover sheet (2023-2 : Financial Agreement Ordinance for the Aegean Block 4003, Lots 12,13, and 14)

EXHIBIT 3
Certificates of the Entity

Attachment: EXHIBIT 3 Cover page (2023-2 : Financial Agreement Ordinance for the Aegean Block 4003, Lots 12,13, and 14)



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
LOCAL PLANNING SERVICES
 101 SOUTH BROAD STREET
 PO BOX 813
 TRENTON, NJ 08625-0813
 (609) 292-3000 • FAX (609) 633-6056

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer
 RE: K. HOVNANIAN'S AEGEAN AT ASBURY PARK URBAN RENEWAL, LLC
 (formerly K. HOVNANIAN'S AEGEAN AT ASBURY PARK, LLC)
 File # 3008
 An Urban Renewal Entity

This is to certify that the attached CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF FORMATION OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 13th day of April 20 21 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____

Sean Thompson, Director
 Local Planning Services



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Attachment: Exhibit 3 to agreement (2023-2 : Financial Agreement Ordinance for the Aegean Block 4003, Lots 12,13, and 14)



**Asbury Park, New Jersey
ORDINANCE NO. 2023-3**

**ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY, PROVIDING FOR THE SPECIAL
ASSESSMENT OF CERTAIN WASTEWATER, STORMWATER, STREETSCAPE,
UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS ON BLOCK 4003,
LOTS 1, 2 AND 16 (BALTIC) WITHIN THE ASBURY PARK WATERFRONT
REDEVELOPMENT AREA AND ESTABLISHING A MECHANISM FOR PAYMENT
OF THE COST THEREOF**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A1 et seq. (the “Redevelopment Law” or the “Act”) and that certain redevelopment plan dated as of June 5, 2002 (as amended and supplemented from time to time, the “Redevelopment Plan”), the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey, and Asbury Partners, LLC (the “Master Developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “Redeveloper Agreement”) with respect to the Waterfront Redevelopment Area, as defined therein; and

WHEREAS, in order to finance the cost of the infrastructure improvements contemplated by the Redeveloper Agreement, the City has determined that the cost of the infrastructure improvements should be assessed pursuant to N.J.S.A. 40:56-1 et seq. (the “Local Improvements Law”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the “RAB Law”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “Infrastructure Improvements”) within the Waterfront Redevelopment Area, including with respect to Block 4003, Lots 1, 2, and 16 (“Baltic” or the “Property”), which Infrastructure Improvements, in whole or in part, constitute

(i) redevelopment projects (collectively, the “Infrastructure Redevelopment Project”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and

(ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (as issued in connection with this Ordinance, the “RABs”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by,

among other things, a special assessment on certain property within an area in need of redevelopment; and

WHEREAS, the City is entering into a Special Assessment Agreement with K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC (the "Entity") for the special assessment of certain Infrastructure Improvements, as listed in Exhibit A of the Special Assessment Agreement, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The defined terms set forth in the recitals contained in this Ordinance are incorporated by reference as it is set forth at length herein.

Section 2. The purpose of this special assessment ordinance is to establish a mechanism for imposing special assessments of all or a portion the cost of the Infrastructure Improvements to be developed financed and constructed on or benefiting the Property in accordance with the requirements of the Redevelopment Agreement. The Infrastructure Improvements will consist of the design, financing, construction and installation of various infrastructure improvements, including but not limited to, wastewater, stormwater, streetscape and utility improvements, including all work necessary therefor and incidental thereto with respect to the Property.

Section 3. Notice is hereby given to the owners of the Property that the City intends to make and levy special assessments against all such Property in the amount and at the time that such Infrastructure Improvements have been completed or at such later time as the City may determine. The estimated aggregate cost of such Infrastructure Improvements for the Baltic subject to this ordinance is \$663,458.33 (subject to the actual costs of such Infrastructure Improvements at the time of installation as certified to the City Engineer), provided that the special assessments for any Property affected by this ordinance shall be made and levied in the manner provided by law and shall be as nearly as possible in proportion to and not in excess of the peculiar benefit, advantage or increase in value that the Property shall be deemed to receive by reason of the Infrastructure Improvements.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The amount of any special assessment ("Special Assessment") levied against the Property shall be determined, at the option of the owner of the Property, in accordance with:

(i) the procedure set forth in the Local Improvements Law; or

(ii) pursuant to a special assessment agreement entered into by and between the City and the affected property owner under N.J.S.A. 40A:12A-66 of the RAB Law ("Special Assessment Agreement").

(b) Whether levied under the Local Improvements Law or a Special Assessment Agreement under Section 66 of the RAB Law, the Special Assessments shall be paid over a 30 year period in quarterly installments payable at the time and in the manner that generally applicable property taxes are required to be paid in the City, with legal interest:

(a) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;

(b) charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and

(c) charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City. The first such installment shall commence on the first business day of the quarter immediately following

(i) the determination of the peculiar benefit, advantage or increase in value which particular lot or Property shall be deemed to have received as a result of the infrastructure improvements, as required to under N.J.S.A. 40:56-27 or

(ii) with respect to the Property, at the time set forth in a Special Assessment Agreement under the RAB Law provided that any owner of land so assessed shall, with respect to the portion of the Special Assessments allocable to the RABs, have the privilege of paying the whole of such allocable portion of any Special Assessment or any balance of installments with accrued interest thereon at any time. Such Special Assessment shall remain a lien upon the affected Property described herein until the Special Assessment, with all installments and accrued interest thereon, applicable the particular Property shall be paid and satisfied.

(d) No portion of the cost of the Infrastructure Improvements shall be paid from funds raised from the municipal tax levy or other available funds of the City.

(e) Any Special Assessment levied pursuant to Section 4(a)(ii) of this ordinance shall be subject to the terms and conditions set forth in a Special Assessment Agreement to be entered into by the City and the affected property owner substantially in the form attached hereto as Exhibit A, together with such additions, deletions, modifications or revisions as may be required in consultation with counsel to the City to facilitate the transaction contemplated hereby. Any Special Assessment Agreement executed from time to time, and pursuant to which Special Assessment payments are securing bonds issued under the RAB Law, shall be recorded in accordance with the requirements of the RAB Law. The Mayor is hereby authorized and directed to execute the Special Assessment Agreement and the City Clerk is hereby authorized and directed to attest to such signature, and to affix the corporate seal of the City upon the Special Assessment Agreement.

(f) The City hereby determines that:

(i) it shall have the right to charge Owner(s) of the Property legal interest (a) charged on the portion of the Special Assessments allocable to the RABs from the

date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;

(a) charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and

(b) charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City; and

(ii) in lieu of the levy of the special assessment described herein pursuant to the Local Improvements Law, the special assessment may be charged, collected and otherwise applied in the manner set forth in the Special Assessment Agreement.

Section 5. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Special Assessment or the Special Assessment Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

Section 6. Nothing in this ordinance is intended to abrogate or in any way limit the general application of that certain ordinance adopted by the City on February 20, 2013 and entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”.

Section 7. The City is hereby authorized to enter into a Special Assessment Agreement with the Entity.

Section 8. This ordinance shall take effect as provided by 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 ORDINANCE NO.

2023-3 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

LISA ESPOSITO
CITY CLERK

Record and return to:

John M. Cantalupo, Esq.
Archer & Greiner, P.C.
10 Highway 35
Red Bank, New Jersey 07701

Special Assessment Agreement

By and Among

The City of Asbury Park

and

K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC

Attachment: Special Assessment Agreement (Baltic) (350962x9DC53) 2023 (2023-3 : Special Assessment Ordinance for the Baltic Block 4003,

THIS SPECIAL ASSESSMENT AGREEMENT (hereinafter “**Agreement**”), made this _____ day of _____, 2023, by and between **K. Hovnanian’s Baltic at Asbury Park Urban Renewal, LLC** (the “**Entity**”), being qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., with offices as hereinafter specified, along with its or their permitted successors and/or assigns, and the **CITY OF ASBURY PARK**, a municipal corporation in the County of Monmouth and the State of New Jersey (the “**City**”, and together with the Entity, the “**Parties**”).

WITNESSETH:

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon redevelopment entities, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “**Asbury Park Waterfront Redevelopment Area**,” as defined in the Redevelopment Plan, and consisting of the “**Prime Renewal Area**” and the “**Boardwalk Area**”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”);

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Redevelopment Law;

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

WHEREAS, as a result of the world-wide financial issues (the “**Financial Crisis**”) occurring in or about 2008, iStar Financial Inc. as lender to Master Developer foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests;

WHEREAS, during the Financial Crisis, the Parties arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement;

WHEREAS, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the

Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential units and other economic development activity within the Waterfront Redevelopment Area;

WHEREAS, in order to comply with the spirit of the Arbitrator’s Award, to induce the Master Developer to proceed expeditiously with the development of the Infrastructure Improvements (as defined herein) and other economic development activities within the Waterfront Redevelopment Area, and to determine the appropriate means to finance the cost of the Infrastructure Improvements, the City has determined that the cost of the Infrastructure Improvements should be assessed in the manner provided in N.J.S.A. 40:56-1 et seq. and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the “**RAB Law**”);

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law, and (ii) local improvements within the meaning, and for the purposes set forth in, Chapter 229 of the Pamphlet Laws of 1938, and Chapter 175 of the Pamphlet Laws of 1951, all as amended and supplemented, and codified at N.J.S.A. 40:56-1 et seq., the “**Local Improvements Law**”) for which a Special Assessment (as defined herein) may be imposed;

WHEREAS, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Master Developer intends to develop itself or cause to be developed by approved subsequent developers approximately 1,721 units of for-sale housing in the form of townhomes, condominium apartments, or other housing units (collectively, the “**Housing Improvements**”) within the Waterfront Redevelopment Area, which Housing Improvements constitute a redevelopment project (the “**Housing Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Redevelopment Area;

WHEREAS, pursuant to the “Long Term Tax Exemption Law,” constituting Chapter 431 of the Pamphlet Laws of 1991, as amended and supplemented, and codified at N.J.S.A. 40A:20-1 et seq. (the “**Long Term Tax Exemption Law**”), a redeveloper that is an urban renewal entity may enter into a financial agreement with a municipality to make payments in lieu of taxes (“**PILOT**”) with respect to property owned by the urban renewal entity in a redevelopment area;

WHEREAS, the Entity is proposing the development and construction of a Project (as defined herein) on the Project Site (as defined herein) pursuant to that certain subsequent developer agreement among the City, Master Developer, and K. Hovnanian NJ Holdings, LLC executed on or about May 28, 2021, as amended by **Amendment to Subsequent Developer Agreement between the City, Master Developer, the Entity and K. Hovnanian’s Aegean at Asbury Park Urban Renewal, LLC** (the “**Aegean Entity**”), dated on or about January 11, 2023 (collectively, the “**Subsequent Developer Agreement**”);

WHEREAS, in order to enhance the economic viability of an opportunity for a successful implementation of the Project, the Entity is proposing to enter into separate financial agreements with the City to be executed contemporaneously herewith governing payment by the Entity to the City of payments in lieu of real estate taxes in connection with the Project pursuant to the Long Term Tax Exemption Law (the “**Financial Agreements**”);

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment (the “**Special Assessment**”) on certain property within an area in need of redevelopment;

WHEREAS, in furtherance of the transactions contemplated by this Agreement, the Subsequent Developer Agreement, the Financial Agreements, the Redeveloper Agreement, and that certain Project Finance Agreement executed by and between the City and the Master Developer, dated as of December 2012 (as amended, the “**Project Finance Agreement**”), the City intends to issue RABs pursuant to the RAB Law;

WHEREAS, in order to secure the payment of the RABs and the payment of the PILOT payable to the City, the Parties desire to enter into this special assessment agreement pursuant to which the City shall have a right to impose a special assessment equal to the cost referred to herein on the Land (as herein defined) and any improvement related thereto including any Unit (as defined herein) in accordance with the terms of this Agreement;

WHEREAS, in order to effect the mechanism for the payment of the Special Assessment (as defined herein) between the City and any Owner, (i) the City has adopted on February 20, 2013 that certain ordinance entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”, as amended on June 13, 2018 by Ordinance No. 2018-20 (the “**Ordinance**”) and (ii) the City has entered into the Master Agreement, described in Section 3.01(b) of this Agreement;

WHEREAS, it is the intent of the Parties that, so long as the Owner (as defined herein) makes all required payments under the Financial Agreement such Owner shall not be required to make payment of the Unpledged Portion of the Special Assessment (as defined herein); and

NOW, THEREFORE, in consideration of one dollar (\$1.00), the mutual covenants and promises set forth above and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. GENERAL PROVISIONS

SECTION 1.01 Governing Law — THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THIS STATE, INCLUDING THE PROVISIONS OF THE ACT, THE LOCAL IMPROVEMENTS LAW, THE RAB LAW AND ALL OTHER APPLICABLE LAWS. IT IS HEREBY EXPRESSLY ACKNOWLEDGED, UNDERSTOOD

AND AGREED THAT UPON THE RECORDATION OF THE ORDINANCE AND THIS AGREEMENT IN ACCORDANCE WITH SECTION 7.01 HEREOF, LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING WITHOUT LIMITATION, ANY UNIT, AS SUCH TERMS ARE DEFINED HEREIN, SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THIS AGREEMENT AND EACH AND EVERY OWNER, WHETHER IN FEE SIMPLE OR OTHERWISE, OF ANY SUCH PARCEL OF LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING ANY UNIT, REGARDLESS OF WHETHER SUCH OWNER SHALL BE THE ENTITY, A UNIT PURCHASER, AS SUCH TERM IS DEFINED HEREIN, OR ANY OTHER COMPANY, ENTITY OR PERSON (EACH INDIVIDUALLY REFERRED TO HEREIN AS AN “**OWNER**”) SHALL BE BOUND BY THE TERMS HEREOF. IN THE EVENT OF ANY BREACH OR DEFAULT OF THIS AGREEMENT BY AN OWNER, SUCH BREACH OR DEFAULT SHALL NOT CONSTITUTE A BREACH OR DEFAULT BY ANY OTHER OWNER(S) AND ANY SUCH OTHER OWNER(S), AND EACH OWNER’S RESPECTIVE PARCEL OR PORTION OF LAND, AND ANY IMPROVEMENTS RELATED THERETO, INCLUDING ANY UNIT, SHALL CONTINUE TO BE SUBJECT TO, GOVERNED BY AND BOUND BY THIS AGREEMENT.

SECTION 1.02 General Definitions — Capitalized terms used and defined in the preambles hereof shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Assignment Agreement — shall mean the agreement executed contemporaneously herewith between the City and the Trustee assigning the Pledged Portion of the Special Assessment to the Trustee for the benefit of the holders of the RABs.

Financial Agreements — shall have the meaning ascribed to such term in the recitals.

In Rem Tax Foreclosure — shall mean a summary proceeding by which the City may enforce the lien for taxes, special assessments and other statutory liens. Said foreclosure is governed by N.J.S.A. 54:5-1 et seq.

Indenture — shall mean the indenture of trust approved in connection with and providing for, among other things, the trust estate securing the RABs.

Land — shall mean the real property known as Block 4003, Lots 1, 2 and 16 (the “**Land**”) upon which the Project shall be constructed, all as set forth on the tax maps of the City.

Legal Interest — shall mean the interest rate on unpaid installments of Special Assessments. While repayment of the Special Assessment is current and in good standing, Legal Interest shall be represented by the interest rate on the RABs or, if applicable, other City obligations issued to finance or refinance the cost of the Infrastructure Improvements. In the event that an Owner fails to timely pay, in full, any installment of the Special Assessment, Legal Interest shall mean the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

Minimum Annual Service Charge — shall have the meaning set forth in the Financial Agreement.

Owner – shall have the meaning ascribed to such term at Section 1.01.

Pledged Portion of the Special Assessment — shall mean that portion of the Special Assessment that is assigned to the Trustee pursuant to the Assignment Agreement and pledged to the payment of the RABs as set forth in Exhibit B.

Project — shall mean the 17 unit residential condominium development to be constructed on the Land by the Entity in accordance with the terms of the Subsequent Developer Agreement, the Financial Agreement between the City and the Entity and this Agreement.

Project Site – shall mean the Land.

Sales Price – shall have the meaning set forth in the Financial Agreement.

Special Assessment Deficiency Amount – shall have the meaning set forth in Section 3.01(b) hereof.

Subsequent Developer Agreement — shall have the meaning ascribed to such term in the recitals.

Tax Sale Law — N.J.S.A. 54:5-1 et seq., as the same may be amended or supplemented from time to time.

Trustee — shall mean the trustee appointed under the Indenture.

Unit — shall mean one of the residential units to be built as part of the Project.

Unit Purchaser — shall mean the buyer of a Unit who will be responsible pursuant to this Agreement to pay the applicable portion of the Special Assessment.

Unpledged Portion of the Special Assessment — shall mean that portion of the Special Assessment, if applicable, that is paid to the City pursuant to the terms of this Agreement as set forth in Exhibit B.

ARTICLE II. DURATION OF AGREEMENT

SECTION 2.01 Term

The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that this Agreement, including the obligation to pay the Special Assessment required under Article III hereof, shall remain in effect, for a period of thirty (30) years from the date that the first Special Assessment amount is due in accordance with the terms hereof.

ARTICLE III. SPECIAL ASSESSMENT AMOUNT

SECTION 3.01 Special Assessment Amount and Installments

(a) The Owner hereby expressly, irrevocably and unconditionally acknowledges and agrees that, with respect to the Land and the Project to be constructed thereon: (i) the Special Assessment for the Project shall be the total amount set forth in Exhibit A (the “**Principal Amount**”); and (ii) the Principal Amount of the Special Assessment shall be, and is hereby irrevocably and unconditionally accepted in full and agreed to by the present Owner of the Land and Project and/or Units constructed thereon from time-to-time (on behalf of such present Owner and all subsequent Owner(s)) and in accordance with N.J.S.A. 40A:12A-66(c) of the RAB Law and shall be deemed to be, in lieu of a determination by the procedures otherwise applicable to determining the actual benefit conferred on the Land and the Project and/or the Units constructed thereon from time-to-time, the benefit conferred on the Land and the Project and/or the Units by the Infrastructure Improvements.

(b) The Special Assessment for the Project shall be allocated among the Units and with respect to each Unit, as the case may be, shall be payable quarterly on February 1, May 1, August 1 and November 1 of each year during the term of this Agreement, with the first installment to commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility for the issuance of a Certificate of Occupancy for a Unit in the Project; or (ii) the expiration of the construction interest period (i.e., a capitalized interest period not to exceed two (2) years) on the RABs. The Entity shall, prior to the time that title to such Unit is initially transferred to a subsequent Owner, deliver to the City and Master Developer such information as may be required to confirm and compute the Special Assessment for such Unit including the Unpledged Portion of the Special Assessment and the Pledged Portion of the Special Assessment based upon the Sales Price. If, based upon such information, a “**Special Assessment Deficiency Amount**”, as defined and calculated at Section 3.01(f) of that certain Master Special Assessment Agreement entered into by and between the City and Asbury Partners, LLC, dated as of May 15, 2013, as amended on August 1, 2018 (the “**Master Agreement**”), shall be due, the Entity shall be solely responsible to remit the determined per Unit amount of such Special Assessment Deficiency Amount as determined by the City or its designated representative at the transfer of title to each Unit in the Project by wire transfer or immediately available funds to an account designated by the City or its designated representative which is maintained by or on behalf of the Trustee. **By way of example only**, if the Sales Price of a Unit upon initial transfer is lower than the estimated “Base Price” shown on Exhibit C at the issuance of the RABs, examples of the estimated Special Assessment Deficiency Amount(s) associated with the estimated shortfalls in the “Base Price” are attached hereto as Exhibit C.

(c) In the event that the Entity pays a Special Assessment Deficiency Amount, per Unit, that is later determined to be, inaccurately excessive, unnecessary, in excess of what should have been paid for that Unit, or is no longer required by the Trustee to cause a special optional redemption of the RABs in accordance with the supplemental indenture applicable to the Project, then, in the case of any such event, the City agrees to cause the Trustee to reimburse such Entity for any such overpayment by the Entity; provided, however, this shall have no effect on the total Special Assessment Deficiency Amount, if any, defined and calculated above, which if so determined to be an amount due, will be due and owing by such Entity at the times so stated.

(d) The Unpledged Portion of the Special Assessment shall be determined, and allocated among the Units within the Project, in accordance with the calculation of the Annual Service Charge under the Financial Agreement as illustrated in the example on Exhibit B. The

Unpledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated as provided in Exhibit B. Thereafter the Unpledged Portion of the Special Assessment be recalculated each year.

(e) The Pledged Portion of the Special Assessment for all Units in the Project shall be irrevocably assigned by the City pursuant to the Assignment Agreement and paid over to the Trustee to be applied to the payment of debt service on the RABs. The Pledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated as provided in Exhibit B and shall thereafter remain constant notwithstanding any further sale or transfer of the Unit to a subsequent Owner or subsequent change in the Total Tax Rate, Municipal Tax Rate or Tax Ratio.

(f) Each installment payment of the aforesaid Special Assessment amount is to be made to the City and/or the Trustee, as the case may be, and shall be clearly identified as a Special Assessment payment for the Project.

(g) Within 30 days following the sale of the last Unit in the Project, or at such earlier time as set forth in a supplemental indenture applicable to such Project, the City or its designated representative shall determine the total aggregate amount of the Pledged Portion of the Special Assessment. In the event that such aggregate amount shall exceed the aggregate amount of the Pledged Portion of the Special Assessment required to pay debt service and other charges applicable to amount of the RABs applicable to the Project, such excess shall be "Surplus Pledged Special Assessments" as defined in the Subsequent Developer Agreement and the disposition thereof shall be governed by the Subsequent Developer Agreement and the supplemental indenture applicable to the Project, as applicable.

(h) To the extent any Owner prepays the Pledged Portion of the Special Assessment for its Unit, as the RABs are non-callable, any such prepayment will be applied to the next due debt service payments (i.e., principal and interest) on the RABs, and the Unit Owner will receive a credit for such payments, until such funds are depleted. The prepayment will not result in a satisfaction of the entirety of the Pledged Portion of the Special Assessment for such Unit unless it is made in an amount sufficient to pay all such debt service payments through the full maturity of the RABs.

SECTION 3.02 Interest on Past Due Amounts; Credit for PILOT Payments; Legal Interest

(a) Each Owner hereby expressly, irrevocably and unconditionally agrees, warrants, covenants and accepts that in the event that the Owner fails to timely pay, in full, any installment of any Special Assessment amount, the amount past due shall bear the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

(b) The City shall credit its receipt of the Annual Service Charge or Minimum Annual Service Charge, as applicable, pursuant to the Financial Agreement, by or on behalf of the Owner against the Owner's respective portion of the Unpledged Portion of the Special Assessment, but only to the extent of the amount of the Annual Service Charge or Minimum Annual Service Charge

payments, as applicable, that are actually received by or on behalf of the City. It is the intent and agreement of the Parties that, so long as an Owner makes all required payments under the Financial Agreement it shall not be required to make the payment of the Unpledged Portion of the Special Assessment otherwise required under this Agreement. Further, upon the occurrence of termination of the Financial Agreement, the City shall credit its receipt of the municipal share of generally applicable taxes against the Unpledged Portion of the Special Assessment otherwise required to be paid under this Agreement.

(c) The Parties hereby agree that the City shall have the obligation to charge Legal Interest on unpaid installments of the Pledged Portion of the Special Assessment. Notwithstanding, the preceding sentence, the City shall have the right, but not the obligation to charge Legal Interest on the unpaid installments of the Unpledged Portion of the Special Assessment.

(d) The City agrees that upon the transfer of a Unit by the Entity, the obligation to make payments of Special Assessment shall run with the land to the Owner of said Unit as a successor Owner and the predecessor Owner shall have no further obligation to make such payments.

ARTICLE IV.

MUNICIPAL LIEN; SUBORDINATION OF FEE TITLE

SECTION 4.01 Municipal Lien

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that in accordance with the Local Improvements Law, specifically N.J.S.A. 40:56-33, and the RAB Law, specifically N.J.S.A. 40A:12A-66(c), and such other statutes as may be sources of relevant authority, if any, upon and as a consequence of the previously recorded Ordinance and the recordation of this Agreement, as set forth in Section 7.01 hereof, the Ordinance, this Agreement and any amount due hereunder, including without limitation, the Special Assessment, shall constitute an automatic, enforceable and perfected statutory municipal lien upon each Unit for all purposes of law.

(b) The Parties hereby expressly, irrevocably and unconditionally represent, agree, warrant and covenant that this Agreement, and the municipal lien created hereby, is valid and enforceable in accordance with all applicable law, including without limitation the Local Improvements Law and the RAB Law.

SECTION 4.02 Subordination of Fee Title

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that the Owner has the right, subordinate to the municipal lien, as a matter of law, to encumber the fee title to its property, including any improvements related thereto, and that any such subordinate encumbrance shall not be deemed to be a violation of this Agreement. The Parties understand and agree that at the time of the execution of this Agreement, the Entity may have taken title to the Land and the Entity may utilize lender financing in connection with the acquisition of the Land. In the event that any encumbrance placed by the Entity on the Land pursuant to this Section 4.02 predates the recording of this Agreement, the Entity shall procure a subordination consistent with 4.02(b).

(b) Any encumbrance pursuant to Section 4.02(a) shall either be: (i) recorded with the Monmouth County Clerk subsequent to the recording of this Agreement; or (ii) if recorded with the Monmouth County Clerk and reflected in the County of Monmouth land records prior to the recording of this Agreement, subordination to the municipal lien created hereby through a subordination by the holder of such encumbrance, to the benefit of the City and the Trustee, such subordination to be in a form reasonably acceptable to the City, Master Developer, and the Trustee. In the event that a subordination is required pursuant to the immediately preceding clause (ii), an executed version of such subordination shall be attached hereto as Exhibit D.

ARTICLE V.

DEFAULT

SECTION 5.01 Default - Default shall be failure of any party to perform its obligations under this Agreement, beyond any applicable notice, cure or grace period (each a “Default”). In addition, a Default under this Agreement by any Owner shall only be considered a Default against that specific property to which the Default applies and from which it arises, without any implication of Default against any other Owner or property. For the avoidance of doubt, a default under the special assessment agreement between the City and the Aegean Entity executed simultaneously with this Agreement and of even date herewith shall not be a Default under this Agreement.

SECTION 5.02 Cure Upon Default - Should any party be in Default of any obligation under this Agreement, the other party shall notify the defaulting party and any mortgagee, if applicable, in writing of said Default. Except as otherwise limited by law, the defaulting party shall have sixty (60) days to cure any Default provided however, if such Default cannot be cured timely but cure action is being diligently prosecuted, such 60 day period shall be extended to permit required cure action to be concluded, other than a payment Default, for which the defaulting party shall have ten (10) days to cure.

SECTION 5.03 Remedies for Default - (a) In the event of any uncured Default by the City, the Owner may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages.

(b) In the event of any uncured Default by an Owner, the City may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages. No Default hereunder by an Owner shall terminate this Agreement (except as described herein) and its obligation to pay the Special Assessment amounts due hereunder, which shall continue in effect for the duration as set forth in Section 2.01 hereof.

SECTION 5.04 Default in the Payment of Special Assessment

Upon any Default by the Owner or Unit Purchaser in payment of any installment of the Special Assessment, the City, in addition to their other remedies, reserves the right to proceed against the Land, or Unit, as applicable, to which the Default applies owned by the defaulting Owner or defaulting Unit Purchaser, and any improvements related thereto, including the affected

Unit, in the manner provided by applicable law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law. As set forth in the RAB Law, specifically N.J.S.A. 40A:12A-66(c), an event of a default by the Owner in the payment of an installment of the Special Assessment shall not result in the acceleration of the subsequent installments of the Special Assessment and such subsequent installments shall be considered as not in default and the municipal lien for the subsequent installments of the Special Assessment not yet due shall continue.

ARTICLE VI. **NOTICES**

SECTION 6.01 Notice - Formal notices, demands and communications between and among the City and an Owner shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the City:

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
Attn: City Manager

with copies to:

John M. Cantalupo, Esq.
Archer & Greiner, P.C.
10 Highway 35
Red Bank, New Jersey 07701

If to the Entity:

K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC
110 Fieldcrest Avenue
Edison, New Jersey 08837
Attn: Carl W. Erler, Esq., Division Counsel

If to any other Owner:

The notice shall be directed to the Owner's address as set forth in the property tax records of the City.

ARTICLE VII. MISCELLANEOUS

SECTION 7.01 Recording — Upon the execution and delivery of this Agreement, the entire Agreement and the Ordinance shall be filed and recorded with the Monmouth County Clerk by the City, at the Entity's expense, such that this Agreement and the Ordinance shall be reflected upon the land records of the County of Monmouth as a municipal lien upon and a covenant running with each and every parcel of Land and any improvements related thereto.

SECTION 7.02 Counterparts - This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.03 Amendments - This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

SECTION 7.04 Severability of Invalid Provisions - If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof. In such event, the Parties shall confer in good faith and endeavor to reform this Agreement in a manner which is lawful and produces the same or substantially the same results as existed prior to the declaration of illegality or invalidity.

SECTION 7.05 Exhibits – The Exhibits attached to this Agreement are incorporated herein and made part of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON THE FOLLOWING PAGES]**

K. HOVNANIAN'S BALTIC AT ASBURY PARK URBAN RENEWAL, LLC

 Michael Weisslitz, Esq.,
 Division President

STATE OF NEW JERSEY

SS:

COUNTY OF MIDDLESEX

I CERTIFY that on _____, 2023, Michael Weisslitz personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized officer of K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC; and
- (c) executed the instrument as the act of K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC

 Notary Public

CITY OF ASBURY PARK

By: John Moor, Mayor

[SEAL]
ATTEST:

Melody Hartsgrove, Deputy City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS:

I CERTIFY that on _____, 2023, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park; and
- (c) executed the instrument as the act of the City of Asbury Park.

Notary Public

EXHIBIT A**INFRASTRUCTURE IMPROVEMENTS**

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the cost of construction management services and other soft costs and costs of issuance related thereto.

EXHIBIT A**INFRASTRUCTURE IMPROVEMENTS**

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the costs of construction management services and other soft costs and costs of issuance related thereto:

	Block 4003 Baltic
Engineering Design	\$8,586.39
City Construction Administration	\$37,457.40
Mobilization, Clearing, Test Pits	\$0.00
RCP Pipe	\$0.00
Box Culverts	\$0.00
Drainage Man Holes	\$0.00
Drainage Inlets	\$0.00
Sanitary Pipe and Fittings	\$0.00
Sanitary Man Holes	\$0.00
Paving	\$27,562.36
Curbs, Walks and Pavers	\$119,520.00
Traffic Marking	\$0.00
Landscaping	\$122,967.00
Street Lighting	\$29,705.34
Fill (Excess, if needed)	\$0.00
Streetscape	\$32,961.31
Fire Connections	\$0.00
Electrical (not street lights)	\$120,138.30
Testing and Inspection	\$0.00
Boardwalk	\$91,044.00
Boardwalk Restrooms	\$65,810.02
Other Misc. Items	\$0.00
Legal Fees in Connection to Foregoing	\$7,706.21
Construction Management	\$0.00
Total	\$663,458.33

EXHIBIT B**CALCULATION OF SPECIAL ASSESSMENT,
PLEDGED AND UNPLEDGED PORTIONS**

Special Assessments for each Unit shall be calculated as follows:

Municipal Tax Rate – the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

Sales Price – If unsold shall mean as follows for each Unit type:

Baltic Unit Type	Base Price Per Unit	Quantity	Total Sales Price
G	\$ 646,000	<u>3</u>	\$ 1,938,000
F	\$ 807,500	<u>3</u>	\$ 2,422,500
E2	<u>\$ 850,000</u>	<u>11</u>	<u>\$ 9,350,000</u>
	\$ 806,500	<u>17</u>	\$ 13,710,500

The foregoing are the estimated average base sales prices (exclusive of options and location premiums) set forth in the Entity's application for long term tax exemption. Upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), Sales Price shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value of the Unit at the time of such transfer as determined by the City's tax assessor.

Tax Ratio – the Chapter 123 ratio published by the New Jersey Division of Taxation for the relevant tax year for tax appeal purposes, representing the relationship of the assessed value of real property within the City to the market value of real property within the City.

Total Tax Rate – the sum of the Municipal Tax Rate and the tax rates established by the County of Monmouth and the Asbury Park Board of Education.

Calculation:

Special Assessment = Sales Price multiplied by Tax Ratio multiplied by Total Tax Rate divided by 100

Example:If:

Sales Price = \$850,000,

Total Tax Rate = \$5.546,

Municipal Tax Rate = \$2.970,

Tax Ratio = 32.58%,

County Share Constant (as defined in the Financial Agreement) = 1.052631579, and

PILOT = \$8,657.71 ($\$850,000 * 32.58\% * \$2.970/100 * 1.052631579$)Then:Special Assessment = $\$850,000 * 32.58\% * \$5.546/100 = \$15,358.54$ Time for Calculation: See the Time for Calculation for each of the Pledged Portion of the Special Assessments, and the Unpledged Portion of the Special Assessments, below.**Pledged Portion of the Special Assessments shall be calculated as follows:**

Pledged Portion of the Special Assessment = Special Assessment less PILOT

Example:If:

Sales Price = \$850,000,

Total Tax Rate = \$5.546,

Municipal Tax Rate = \$2.970,

Tax Ratio = 32.58%, and

PILOT = \$8,657.71

Then:Pledged Portion of the Special Assessment = $\$15,358.54 - \$8,657.71 = \$6,700.83$ Time for Calculation: The Pledged Portion of the Special Assessment shall be calculated at the time of initial issuance of the RABs, and recalculated upon the initial transfer of the Unit to the initial Unit Purchaser, and shall remain fixed thereafter.**Unpledged Portion of the Special Assessments shall be calculated as follows:**

Unpledged Portion of the Special Assessment = Special Assessment less Pledged Special Assessment

Example:If:

Sales Price = \$850,000,

{350962.DOCX.1}

Total Tax Rate = \$5.546,
 Municipal Tax Rate = \$2.970,
 Tax Ratio = 32.58%, and
 PILOT = \$8,657.71

Then:

Unpledged Portion of Special Assessment = \$15,358.54 - \$6,700.83= \$8,657.71

Time for Calculation: The Unpledged Portion of the Special Assessment shall be calculated on the same basis as the Annual Service Charge, in accordance with Section 4.1 of the Financial Agreement. Specifically, upon Substantial Completion (as defined in the Financial Agreement), and recalculated in the year following the initial sale of a Unit by the Entity to a Unit Purchaser, and each year thereafter.

EXHIBIT C
ASSUMPTIONS

BOND MATURITY DATE: January 1, 2053
BOND FIRST REDEMPTION DATE: Bonds are subject to Special Mandatory Redemption @ Anytime
BOND REDEMPTION PRICE: 100%
BOND INTEREST RATE: 8.000%



**Asbury Park, New Jersey
ORDINANCE NO. 2023-4**

**ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY, PROVIDING FOR THE SPECIAL
ASSESSMENT OF CERTAIN WASTEWATER, STORMWATER, STREETSCAPE,
UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS ON BLOCK 4003,
LOTS 12, 13 AND 14 (AEGEAN) WITHIN THE ASBURY PARK WATERFRONT
REDEVELOPMENT AREA AND ESTABLISHING A MECHANISM FOR PAYMENT
OF THE COST THEREOF**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A1 et seq. (the “Redevelopment Law” or the “Act”) and that certain redevelopment plan dated as of June 5, 2002 (as amended and supplemented from time to time, the “Redevelopment Plan”), the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey, and Asbury Partners, LLC (the “Master Developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “Redeveloper Agreement”) with respect to the Waterfront Redevelopment Area, as defined therein; and

WHEREAS, in order to finance the cost of the infrastructure improvements contemplated by the Redeveloper Agreement, the City has determined that the cost of the infrastructure improvements should be assessed pursuant to N.J.S.A. 40:56-1 et seq. (the “Local Improvements Law”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the “RAB Law”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “Infrastructure Improvements”) within the Waterfront Redevelopment Area, including with respect to Block 4003, Lots 12, 13, and 14 (“Aegean” or the “Property”), which Infrastructure Improvements, in whole or in part, constitute

(i) redevelopment projects (collectively, the “Infrastructure Redevelopment Project”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and

(ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (as issued in connection with this Ordinance, the “RABs”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by,

among other things, a special assessment on certain property within an area in need of redevelopment; and

WHEREAS, the City is entering into a Special Assessment Agreement with K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC (the "Entity") for the special assessment of certain Infrastructure Improvements, as listed in Exhibit A of the Special Assessment Agreement, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The defined terms set forth in the recitals contained in this Ordinance are incorporated by reference as it is set forth at length herein.

Section 2. The purpose of this special assessment ordinance is to establish a mechanism for imposing special assessments of all or a portion the cost of the Infrastructure Improvements to be developed financed and constructed on or benefiting the Property in accordance with the requirements of the Redevelopment Agreement. The Infrastructure Improvements will consist of the design, financing, construction and installation of various infrastructure improvements, including but not limited to, wastewater, stormwater, streetscape and utility improvements, including all work necessary therefor and incidental thereto with respect to the Property.

Section 3. Notice is hereby given to the owners of the Property that the City intends to make and levy special assessments against all such Property in the amount and at the time that such Infrastructure Improvements have been completed or at such later time as the City may determine. The estimated aggregate cost of such Infrastructure Improvements for the Aegean subject to this ordinance is \$988,100.00 (subject to the actual costs of such Infrastructure Improvements at the time of installation as certified to the City Engineer), provided that the special assessments for any Property affected by this ordinance shall be made and levied in the manner provided by law and shall be as nearly as possible in proportion to and not in excess of the peculiar benefit, advantage or increase in value that the Property shall be deemed to receive by reason of the Infrastructure Improvements.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The amount of any special assessment ("Special Assessment") levied against the Property shall be determined, at the option of the owner of the Property, in accordance with:

(i) the procedure set forth in the Local Improvements Law; or

(ii) pursuant to a special assessment agreement entered into by and between the City and the affected property owner under N.J.S.A. 40A:12A-66 of the RAB Law ("Special Assessment Agreement").

(b) Whether levied under the Local Improvements Law or a Special Assessment Agreement under Section 66 of the RAB Law, the Special Assessments shall be paid over a 30 year period in quarterly installments payable at the time and in the manner that generally applicable property taxes are required to be paid in the City, with legal interest:

(a) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;

(b) charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and

(c) charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City. The first such installment shall commence on the first business day of the quarter immediately following

(i) the determination of the peculiar benefit, advantage or increase in value which particular lot or Property shall be deemed to have received as a result of the infrastructure improvements, as required to under N.J.S.A. 40:56-27 or

(ii) with respect to the Property, at the time set forth in a Special Assessment Agreement under the RAB Law provided that any owner of land so assessed shall, with respect to the portion of the Special Assessments allocable to the RABs, have the privilege of paying the whole of such allocable portion of any Special Assessment or any balance of installments with accrued interest thereon at any time. Such Special Assessment shall remain a lien upon the affected Property described herein until the Special Assessment, with all installments and accrued interest thereon, applicable the particular Property shall be paid and satisfied.

(d) No portion of the cost of the Infrastructure Improvements shall be paid from funds raised from the municipal tax levy or other available funds of the City.

(e) Any Special Assessment levied pursuant to Section 4(a)(ii) of this ordinance shall be subject to the terms and conditions set forth in a Special Assessment Agreement to be entered into by the City and the affected property owner substantially in the form attached hereto as Exhibit A, together with such additions, deletions, modifications or revisions as may be required in consultation with counsel to the City to facilitate the transaction contemplated hereby. Any Special Assessment Agreement executed from time to time, and pursuant to which Special Assessment payments are securing bonds issued under the RAB Law, shall be recorded in accordance with the requirements of the RAB Law. The Mayor is hereby authorized and directed to execute the Special Assessment Agreement and the City Clerk is hereby authorized and directed to attest to such signature, and to affix the corporate seal of the City upon the Special Assessment Agreement.

(f) The City hereby determines that:

(i.) it shall have the right to charge Owner(s) of the Property legal interest (a) charged on the portion of the Special Assessments allocable to the RABs from the

date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;

(a) charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and

(b) charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City; and

(ii) in lieu of the levy of the special assessment described herein pursuant to the Local Improvements Law, the special assessment may be charged, collected and otherwise applied in the manner set forth in the Special Assessment Agreement.

Section 5. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Special Assessment or the Special Assessment Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

Section 6. Nothing in this ordinance is intended to abrogate or in any way limit the general application of that certain ordinance adopted by the City on February 20, 2013 and entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”.

Section 7. The City is hereby authorized to enter into a Special Assessment Agreement with the Entity.

Section 8. This ordinance shall take effect as provided by 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 ORDINANCE NO. 2023-4 which was finally adopted by the City Council at a meeting held on the 25th day of January, 2023

LISA ESPOSITO
CITY CLERK

Record and return to:

John M. Cantalupo, Esq.
Archer & Greiner, P.C.
10 Highway 35
Red Bank, New Jersey 07701

Special Assessment Agreement

By and Among

The City of Asbury Park

and

K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC

Attachment: Special Assessment Agreement (Aegean) (350963x9DC53) 2023 (2023-4 : Special Assessment Ordinance for the Aegean Block

THIS SPECIAL ASSESSMENT AGREEMENT (hereinafter “**Agreement**”), made this ____ day of _____, 2023, by and between **K. Hovnanian’s Aegean at Asbury Park Urban Renewal, LLC** (the “**Entity**”), being qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., with offices as hereinafter specified, along with its or their permitted successors and/or assigns, and the **CITY OF ASBURY PARK**, a municipal corporation in the County of Monmouth and the State of New Jersey (the “**City**”, and together with the Entity, the “**Parties**”).

WITNESSETH:

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon redevelopment entities, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “**Asbury Park Waterfront Redevelopment Area**,” as defined in the Redevelopment Plan, and consisting of the “**Prime Renewal Area**” and the “**Boardwalk Area**”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”);

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Redevelopment Law;

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

WHEREAS, as a result of the world-wide financial issues (the “**Financial Crisis**”) occurring in or about 2008, iStar Financial Inc. as lender to Master Developer foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests;

WHEREAS, during the Financial Crisis, the Parties arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement;

WHEREAS, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the

Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential units and other economic development activity within the Waterfront Redevelopment Area;

WHEREAS, in order to comply with the spirit of the Arbitrator’s Award, to induce the Master Developer to proceed expeditiously with the development of the Infrastructure Improvements (as defined herein) and other economic development activities within the Waterfront Redevelopment Area, and to determine the appropriate means to finance the cost of the Infrastructure Improvements, the City has determined that the cost of the Infrastructure Improvements should be assessed in the manner provided in N.J.S.A. 40:56-1 et seq. and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the “**RAB Law**”);

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law, and (ii) local improvements within the meaning, and for the purposes set forth in, Chapter 229 of the Pamphlet Laws of 1938, and Chapter 175 of the Pamphlet Laws of 1951, all as amended and supplemented, and codified at N.J.S.A. 40:56-1 et seq., the “**Local Improvements Law**”) for which a Special Assessment (as defined herein) may be imposed;

WHEREAS, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Master Developer intends to develop itself or cause to be developed by approved subsequent developers approximately 1,721 units of for-sale housing in the form of townhomes, condominium apartments, or other housing units (collectively, the “**Housing Improvements**”) within the Waterfront Redevelopment Area, which Housing Improvements constitute a redevelopment project (the “**Housing Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Redevelopment Area;

WHEREAS, pursuant to the “Long Term Tax Exemption Law,” constituting Chapter 431 of the Pamphlet Laws of 1991, as amended and supplemented, and codified at N.J.S.A. 40A:20-1 et seq. (the “**Long Term Tax Exemption Law**”), a redeveloper that is an urban renewal entity may enter into a financial agreement with a municipality to make payments in lieu of taxes (“**PILOT**”) with respect to property owned by the urban renewal entity in a redevelopment area;

WHEREAS, the Entity is proposing the development and construction of a Project (as defined herein) on the Project Site (as defined herein) pursuant to that certain subsequent developer agreement among the City, Master Developer, and K. Hovnanian NJ Holdings, LLC executed on or about May 28, 2021, as amended by **Amendment to Subsequent Developer Agreement between the City, Master Developer, the Entity and K. Hovnanian’s Baltic at Asbury Park Urban Renewal, LLC** (the “**Baltic Entity**”), dated on or about January 11, 2023 (collectively, the “**Subsequent Developer Agreement**”);

WHEREAS, in order to enhance the economic viability of an opportunity for a successful implementation of the Project, the Entity is proposing to enter into separate financial agreements with the City to be executed contemporaneously herewith governing payment by the Entity to the City of payments in lieu of real estate taxes in connection with the Project pursuant to the Long Term Tax Exemption Law (the “**Financial Agreements**”);

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment (the “**Special Assessment**”) on certain property within an area in need of redevelopment;

WHEREAS, in furtherance of the transactions contemplated by this Agreement, the Subsequent Developer Agreement, the Financial Agreements, the Redeveloper Agreement, and that certain Project Finance Agreement executed by and between the City and the Master Developer, dated as of December 2012 (as amended, the “**Project Finance Agreement**”), the City intends to issue RABs pursuant to the RAB Law;

WHEREAS, in order to secure the payment of the RABs and the payment of the PILOT payable to the City, the Parties desire to enter into this special assessment agreement pursuant to which the City shall have a right to impose a special assessment equal to the cost referred to herein on the Land (as herein defined) and any improvement related thereto including any Unit (as defined herein) in accordance with the terms of this Agreement;

WHEREAS, in order to effect the mechanism for the payment of the Special Assessment (as defined herein) between the City and any Owner, (i) the City has adopted on February 20, 2013 that certain ordinance entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”, as amended on June 13, 2018 by Ordinance No. 2018-20 (the “**Ordinance**”) and (ii) the City has entered into the Master Agreement, described in Section 3.01(b) of this Agreement;

WHEREAS, it is the intent of the Parties that, so long as the Owner (as defined herein) makes all required payments under the Financial Agreement such Owner shall not be required to make payment of the Unpledged Portion of the Special Assessment (as defined herein); and

NOW, THEREFORE, in consideration of one dollar (\$1.00), the mutual covenants and promises set forth above and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. GENERAL PROVISIONS

SECTION 1.01 Governing Law — THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THIS STATE, INCLUDING THE PROVISIONS OF THE ACT, THE LOCAL IMPROVEMENTS LAW, THE RAB LAW AND ALL OTHER APPLICABLE LAWS. IT IS HEREBY EXPRESSLY ACKNOWLEDGED, UNDERSTOOD

AND AGREED THAT UPON THE RECORDATION OF THE ORDINANCE AND THIS AGREEMENT IN ACCORDANCE WITH SECTION 7.01 HEREOF, LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING WITHOUT LIMITATION, ANY UNIT, AS SUCH TERMS ARE DEFINED HEREIN, SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THIS AGREEMENT AND EACH AND EVERY OWNER, WHETHER IN FEE SIMPLE OR OTHERWISE, OF ANY SUCH PARCEL OF LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING ANY UNIT, REGARDLESS OF WHETHER SUCH OWNER SHALL BE THE ENTITY, A UNIT PURCHASER, AS SUCH TERM IS DEFINED HEREIN, OR ANY OTHER COMPANY, ENTITY OR PERSON (EACH INDIVIDUALLY REFERRED TO HEREIN AS AN “**OWNER**”) SHALL BE BOUND BY THE TERMS HEREOF. IN THE EVENT OF ANY BREACH OR DEFAULT OF THIS AGREEMENT BY AN OWNER, SUCH BREACH OR DEFAULT SHALL NOT CONSTITUTE A BREACH OR DEFAULT BY ANY OTHER OWNER(S) AND ANY SUCH OTHER OWNER(S), AND EACH OWNER’S RESPECTIVE PARCEL OR PORTION OF LAND, AND ANY IMPROVEMENTS RELATED THERETO, INCLUDING ANY UNIT, SHALL CONTINUE TO BE SUBJECT TO, GOVERNED BY AND BOUND BY THIS AGREEMENT.

SECTION 1.02 General Definitions — Capitalized terms used and defined in the preambles hereof shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Assignment Agreement — shall mean the agreement executed contemporaneously herewith between the City and the Trustee assigning the Pledged Portion of the Special Assessment to the Trustee for the benefit of the holders of the RABs.

Financial Agreements — shall have the meaning ascribed to such term in the recitals.

In Rem Tax Foreclosure — shall mean a summary proceeding by which the City may enforce the lien for taxes, special assessments and other statutory liens. Said foreclosure is governed by N.J.S.A. 54:5-1 et seq.

Indenture — shall mean the indenture of trust approved in connection with and providing for, among other things, the trust estate securing the RABs.

Land — shall mean the real property known as Block 4003, Lots 12, 13 and 14 (the “**Land**”) upon which the Project shall be constructed, all as set forth on the tax maps of the City.

Legal Interest — shall mean the interest rate on unpaid installments of Special Assessments. While repayment of the Special Assessment is current and in good standing, Legal Interest shall be represented by the interest rate on the RABs or, if applicable, other City obligations issued to finance or refinance the cost of the Infrastructure Improvements. In the event that an Owner fails to timely pay, in full, any installment of the Special Assessment, Legal Interest shall mean the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

Minimum Annual Service Charge — shall have the meaning set forth in the Financial Agreement.

Owner – shall have the meaning ascribed to such term at Section 1.01.

Pledged Portion of the Special Assessment — shall mean that portion of the Special Assessment that is assigned to the Trustee pursuant to the Assignment Agreement and pledged to the payment of the RABs as set forth in Exhibit B.

Project — shall mean the 27 unit residential condominium development to be constructed on the Land by the Entity in accordance with the terms of the Subsequent Developer Agreement, the Financial Agreement between the City and the Entity and this Agreement.

Project Site – shall mean the Land.

Sales Price – shall have the meaning set forth in the Financial Agreement.

Special Assessment Deficiency Amount – shall have the meaning set forth in Section 3.01(b) hereof.

Subsequent Developer Agreement — shall have the meaning ascribed to such term in the recitals.

Tax Sale Law — N.J.S.A. 54:5-1 et seq., as the same may be amended or supplemented from time to time.

Trustee — shall mean the trustee appointed under the Indenture.

Unit — shall mean one of the residential units to be built as part of the Project.

Unit Purchaser — shall mean the buyer of a Unit who will be responsible pursuant to this Agreement to pay the applicable portion of the Special Assessment.

Unpledged Portion of the Special Assessment — shall mean that portion of the Special Assessment, if applicable, that is paid to the City pursuant to the terms of this Agreement as set forth in Exhibit B.

ARTICLE II. DURATION OF AGREEMENT

SECTION 2.01 Term

The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that this Agreement, including the obligation to pay the Special Assessment required under Article III hereof, shall remain in effect, for a period of thirty (30) years from the date that the first Special Assessment amount is due in accordance with the terms hereof.

ARTICLE III. SPECIAL ASSESSMENT AMOUNT

SECTION 3.01 Special Assessment Amount and Installments

(a) The Owner hereby expressly, irrevocably and unconditionally acknowledges and agrees that, with respect to the Land and the Project to be constructed thereon: (i) the Special Assessment for the Project shall be the total amount set forth in Exhibit A (the “**Principal Amount**”); and (ii) the Principal Amount of the Special Assessment shall be, and is hereby irrevocably and unconditionally accepted in full and agreed to by the present Owner of the Land and Project and/or Units constructed thereon from time-to-time (on behalf of such present Owner and all subsequent Owner(s)) and in accordance with N.J.S.A. 40A:12A-66(c) of the RAB Law and shall be deemed to be, in lieu of a determination by the procedures otherwise applicable to determining the actual benefit conferred on the Land and the Project and/or the Units constructed thereon from time-to-time, the benefit conferred on the Land and the Project and/or the Units by the Infrastructure Improvements.

(b) The Special Assessment for the Project shall be allocated among the Units and with respect to each Unit, as the case may be, shall be payable quarterly on February 1, May 1, August 1 and November 1 of each year during the term of this Agreement, with the first installment to commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility for the issuance of a Certificate of Occupancy for a Unit in the Project; or (ii) the expiration of the construction interest period (i.e., a capitalized interest period not to exceed two (2) years) on the RABs. The Entity shall, prior to the time that title to such Unit is initially transferred to a subsequent Owner, deliver to the City and Master Developer such information as may be required to confirm and compute the Special Assessment for such Unit including the Unpledged Portion of the Special Assessment and the Pledged Portion of the Special Assessment based upon the Sales Price. If, based upon such information, a “**Special Assessment Deficiency Amount**”, as defined and calculated at Section 3.01(f) of that certain Master Special Assessment Agreement entered into by and between the City and Asbury Partners, LLC, dated as of May 15, 2013, as amended on August 1, 2018 (the “**Master Agreement**”), shall be due, the Entity shall be solely responsible to remit the determined per Unit amount of such Special Assessment Deficiency Amount as determined by the City or its designated representative at the transfer of title to each Unit in the Project by wire transfer or immediately available funds to an account designated by the City or its designated representative which is maintained by or on behalf of the Trustee. **By way of example only**, if the Sales Price of a Unit upon initial transfer is lower than the estimated “Base Price” shown on Exhibit C at the issuance of the RABs, examples of the estimated Special Assessment Deficiency Amount(s) associated with the estimated shortfalls in the “Base Price” are attached hereto as Exhibit C.

(c) In the event that the Entity pays a Special Assessment Deficiency Amount, per Unit, that is later determined to be, inaccurately excessive, unnecessary, in excess of what should have been paid for that Unit, or is no longer required by the Trustee to cause a special optional redemption of the RABs in accordance with the supplemental indenture applicable to the Project, then, in the case of any such event, the City agrees to cause the Trustee to reimburse such Entity for any such overpayment by the Entity; provided, however, this shall have no effect on the total Special Assessment Deficiency Amount, if any, defined and calculated above, which if so determined to be an amount due, will be due and owing by such Entity at the times so stated.

(d) The Unpledged Portion of the Special Assessment shall be determined, and allocated among the Units within the Project, in accordance with the calculation of the Annual Service Charge under the Financial Agreement as illustrated in the example on Exhibit B. The

Unpledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated as provided in Exhibit B. Thereafter the Unpledged Portion of the Special Assessment be recalculated each year.

(e) The Pledged Portion of the Special Assessment for all Units in the Project shall be irrevocably assigned by the City pursuant to the Assignment Agreement and paid over to the Trustee to be applied to the payment of debt service on the RABs. The Pledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated as provided in Exhibit B and shall thereafter remain constant notwithstanding any further sale or transfer of the Unit to a subsequent Owner or subsequent change in the Total Tax Rate, Municipal Tax Rate or Tax Ratio.

(f) Each installment payment of the aforesaid Special Assessment amount is to be made to the City and/or the Trustee, as the case may be, and shall be clearly identified as a Special Assessment payment for the Project.

(g) Within 30 days following the sale of the last Unit in the Project, or at such earlier time as set forth in a supplemental indenture applicable to such Project, the City or its designated representative shall determine the total aggregate amount of the Pledged Portion of the Special Assessment. In the event that such aggregate amount shall exceed the aggregate amount of the Pledged Portion of the Special Assessment required to pay debt service and other charges applicable to amount of the RABs applicable to the Project, such excess shall be "Surplus Pledged Special Assessments" as defined in the Subsequent Developer Agreement and the disposition thereof shall be governed by the Subsequent Developer Agreement and the supplemental indenture applicable to the Project, as applicable.

(h) To the extent any Owner prepays the Pledged Portion of the Special Assessment for its Unit, as the RABs are non-callable, any such prepayment will be applied to the next due debt service payments (i.e., principal and interest) on the RABs, and the Unit Owner will receive a credit for such payments, until such funds are depleted. The prepayment will not result in a satisfaction of the entirety of the Pledged Portion of the Special Assessment for such Unit unless it is made in an amount sufficient to pay all such debt service payments through the full maturity of the RABs.

SECTION 3.02 Interest on Past Due Amounts; Credit for PILOT Payments; Legal Interest

(a) Each Owner hereby expressly, irrevocably and unconditionally agrees, warrants, covenants and accepts that in the event that the Owner fails to timely pay, in full, any installment of any Special Assessment amount, the amount past due shall bear the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

(b) The City shall credit its receipt of the Annual Service Charge or Minimum Annual Service Charge, as applicable, pursuant to the Financial Agreement, by or on behalf of the Owner against the Owner's respective portion of the Unpledged Portion of the Special Assessment, but only to the extent of the amount of the Annual Service Charge or Minimum Annual Service Charge

payments, as applicable, that are actually received by or on behalf of the City. It is the intent and agreement of the Parties that, so long as an Owner makes all required payments under the Financial Agreement it shall not be required to make the payment of the Unpledged Portion of the Special Assessment otherwise required under this Agreement. Further, upon the occurrence of termination of the Financial Agreement, the City shall credit its receipt of the municipal share of generally applicable taxes against the Unpledged Portion of the Special Assessment otherwise required to be paid under this Agreement.

(c) The Parties hereby agree that the City shall have the obligation to charge Legal Interest on unpaid installments of the Pledged Portion of the Special Assessment. Notwithstanding, the preceding sentence, the City shall have the right, but not the obligation to charge Legal Interest on the unpaid installments of the Unpledged Portion of the Special Assessment.

(d) The City agrees that upon the transfer of a Unit by the Entity, the obligation to make payments of Special Assessment shall run with the land to the Owner of said Unit as a successor Owner and the predecessor Owner shall have no further obligation to make such payments.

ARTICLE IV.

MUNICIPAL LIEN; SUBORDINATION OF FEE TITLE

SECTION 4.01 Municipal Lien

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that in accordance with the Local Improvements Law, specifically N.J.S.A. 40:56-33, and the RAB Law, specifically N.J.S.A. 40A:12A-66(c), and such other statutes as may be sources of relevant authority, if any, upon and as a consequence of the previously recorded Ordinance and the recordation of this Agreement, as set forth in Section 7.01 hereof, the Ordinance, this Agreement and any amount due hereunder, including without limitation, the Special Assessment, shall constitute an automatic, enforceable and perfected statutory municipal lien upon each Unit for all purposes of law.

(b) The Parties hereby expressly, irrevocably and unconditionally represent, agree, warrant and covenant that this Agreement, and the municipal lien created hereby, is valid and enforceable in accordance with all applicable law, including without limitation the Local Improvements Law and the RAB Law.

SECTION 4.02 Subordination of Fee Title

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that the Owner has the right, subordinate to the municipal lien, as a matter of law, to encumber the fee title to its property, including any improvements related thereto, and that any such subordinate encumbrance shall not be deemed to be a violation of this Agreement. The Parties understand and agree that at the time of the execution of this Agreement, the Entity may have taken title to the Land and the Entity may utilize lender financing in connection with the acquisition of the Land. In the event that any encumbrance placed by the Entity on the Land pursuant to this Section 4.02 predates the recording of this Agreement, the Entity shall procure a subordination consistent with 4.02(b).

(b) Any encumbrance pursuant to Section 4.02(a) shall either be: (i) recorded with the Monmouth County Clerk subsequent to the recording of this Agreement; or (ii) if recorded with the Monmouth County Clerk and reflected in the County of Monmouth land records prior to the recording of this Agreement, subordination to the municipal lien created hereby through a subordination by the holder of such encumbrance, to the benefit of the City and the Trustee, such subordination to be in a form reasonably acceptable to the City, Master Developer, and the Trustee. In the event that a subordination is required pursuant to the immediately preceding clause (ii), an executed version of such subordination shall be attached hereto as Exhibit D.

ARTICLE V. DEFAULT

SECTION 5.01 Default - Default shall be failure of any party to perform its obligations under this Agreement, beyond any applicable notice, cure or grace period (each a “Default”). In addition, a Default under this Agreement by any Owner shall only be considered a Default against that specific property to which the Default applies and from which it arises, without any implication of Default against any other Owner or property. For the avoidance of doubt, a default under the special assessment agreement between the City and the Baltic Entity executed simultaneously with this Agreement and of even date herewith shall not be a Default under this Agreement.

SECTION 5.02 Cure Upon Default - Should any party be in Default of any obligation under this Agreement, the other party shall notify the defaulting party and any mortgagee, if applicable, in writing of said Default. Except as otherwise limited by law, the defaulting party shall have sixty (60) days to cure any Default provided however, if such Default cannot be cured timely but cure action is being diligently prosecuted, such 60 day period shall be extended to permit required cure action to be concluded, other than a payment Default, for which the defaulting party shall have ten (10) days to cure.

SECTION 5.03 Remedies for Default - (a) In the event of any uncured Default by the City, the Owner may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages.

(b) In the event of any uncured Default by an Owner, the City may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages. No Default hereunder by an Owner shall terminate this Agreement (except as described herein) and its obligation to pay the Special Assessment amounts due hereunder, which shall continue in effect for the duration as set forth in Section 2.01 hereof.

SECTION 5.04 Default in the Payment of Special Assessment

Upon any Default by the Owner or Unit Purchaser in payment of any installment of the Special Assessment, the City, in addition to their other remedies, reserves the right to proceed against the Land, or Unit, as applicable, to which the Default applies owned by the defaulting Owner or defaulting Unit Purchaser, and any improvements related thereto, including the affected

Unit, in the manner provided by applicable law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law. As set forth in the RAB Law, specifically N.J.S.A. 40A:12A-66(c), an event of a default by the Owner in the payment of an installment of the Special Assessment shall not result in the acceleration of the subsequent installments of the Special Assessment and such subsequent installments shall be considered as not in default and the municipal lien for the subsequent installments of the Special Assessment not yet due shall continue.

ARTICLE VI.

NOTICES

SECTION 6.01 Notice - Formal notices, demands and communications between and among the City and an Owner shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the City:

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
Attn: City Manager

with copies to:

John M. Cantalupo, Esq.
Archer & Greiner, P.C.
10 Highway 35
Red Bank, New Jersey 07701

If to the Entity:

K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC
110 Fieldcrest Avenue
Edison, New Jersey 08837
Attn: Carl W. Erler, Esq., Division Counsel

If to any other Owner:

The notice shall be directed to the Owner's address as set forth in the property tax records of the City.

ARTICLE VII. MISCELLANEOUS

SECTION 7.01 Recording — Upon the execution and delivery of this Agreement, the entire Agreement and the Ordinance shall be filed and recorded with the Monmouth County Clerk by the City, at the Entity's expense, such that this Agreement and the Ordinance shall be reflected upon the land records of the County of Monmouth as a municipal lien upon and a covenant running with each and every parcel of Land and any improvements related thereto.

SECTION 7.02 Counterparts - This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.03 Amendments - This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

SECTION 7.04 Severability of Invalid Provisions - If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof. In such event, the Parties shall confer in good faith and endeavor to reform this Agreement in a manner which is lawful and produces the same or substantially the same results as existed prior to the declaration of illegality or invalidity.

SECTION 7.05 Exhibits – The Exhibits attached to this Agreement are incorporated herein and made part of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON THE FOLLOWING PAGES]**

K. HOVNANIAN'S AEGEAN AT ASBURY PARK URBAN RENEWAL, LLC

 Michael Weisslitz, Esq.,
 Division President

STATE OF NEW JERSEY
 SS:
 COUNTY OF MIDDLESEX

I CERTIFY that on _____, 2023, Michael Weisslitz personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized officer of K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC; and
- (c) executed the instrument as the act of K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC

 Notary Public

CITY OF ASBURY PARK

By: John Moor, Mayor

[SEAL]
ATTEST:

Melody Hartsgrove, Deputy City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS:

I CERTIFY that on _____, 2023, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park; and
- (c) executed the instrument as the act of the City of Asbury Park.

Notary Public

EXHIBIT A**INFRASTRUCTURE IMPROVEMENTS**

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the cost of construction management services and other soft costs and costs of issuance related thereto.

EXHIBIT A**INFRASTRUCTURE IMPROVEMENTS**

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the costs of construction management services and other soft costs and costs of issuance related thereto:

	Block 4003 Aegeon
Engineering Design	\$5,260.00
City Construction Administration	\$5,638.50
Mobilization, Clearing, Test Pits	\$4,275.00
RCP Pipe	\$0.00
Box Culverts	\$0.00
Drainage Man Holes	\$0.00
Drainage Inlets	\$0.00
Sanitary Pipe and Fittings	\$0.00
Sanitary Man Holes	\$0.00
Paving	\$15,402.33
Curbs, Walks and Pavers	\$0.00
Traffic Marking	\$0.00
Landscaping	\$83,700.00
Street Lighting	\$0.00
Fill (Excess, if needed)	\$0.00
Streetscape	\$44,442.86
Fire Connections	\$0.00
Electrical (not street lights)	\$0.00
Testing and Inspection	\$0.00
Boardwalk	\$767,956.59
Boardwalk Restrooms	\$105,238.79
Other Misc. Items	\$0.00
Legal Fees in Connection to Foregoing	\$628.79
Construction Management	\$0.00
Total	\$988,100.00

EXHIBIT B

CALCULATION OF SPECIAL ASSESSMENT, PLEDGED AND UNPLEDGED PORTIONS

Special Assessments for each Unit shall be calculated as follows:

Municipal Tax Rate – the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

Sales Price – If unsold shall mean as follows for each Unit type:

Aegean Unit Type	Base Price Per Unit	Quantity	Total Sales Price
A	\$582,000	2	\$1,164,000
B	\$621,000	4	\$2,484,000
C	\$641,000	3	\$1,923,000
E	\$833,000	12	\$9,996,000
F	\$807,500	3	\$2,422,500
D	<u>\$707,000</u>	<u>3</u>	<u>\$2,121,000</u>
	\$744,833.33	27	\$20,110,500

The foregoing are the estimated average base sales prices (exclusive of options and location premiums) set forth in the Entity’s application for long term tax exemption. Upon transfer in a bona fide arm’s length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), Sales Price shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm’s length sale transaction, shall mean the market value of the Unit at the time of such transfer as determined by the City’s tax assessor.

Tax Ratio – the Chapter 123 ratio published by the New Jersey Division of Taxation for the relevant tax year for tax appeal purposes, representing the relationship of the assessed value of real property within the City to the market value of real property within the City.

Total Tax Rate – the sum of the Municipal Tax Rate and the tax rates established by the County of Monmouth and the Asbury Park Board of Education.

Calculation:

Special Assessment = Sales Price multiplied by Tax Ratio multiplied by Total Tax Rate divided by 100

Example:If:

Sales Price = \$582,000,

Total Tax Rate = \$5.546,

Municipal Tax Rate = \$2.970,

Tax Ratio = 32.58%,

County Share Constant (as defined in the Financial Agreement) = 1.052631579, and

PILOT = \$5,927.98 ($\$582,000 * 32.58\% * \$2.970/100 * 1.052631579$)Then:Special Assessment = $\$582,000 * 32.58\% * \$5.546/100 = \$10,516.08$ Time for Calculation: See the Time for Calculation for each of the Pledged Portion of the Special Assessments, and the Unpledged Portion of the Special Assessments, below.**Pledged Portion of the Special Assessments shall be calculated as follows:**

Pledged Portion of the Special Assessment = Special Assessment less PILOT

Example:If:

Sales Price = \$582,000,

Total Tax Rate = \$5.546,

Municipal Tax Rate = \$2.970,

Tax Ratio = 32.58%, and

PILOT = \$5,927.98

Then:Pledged Portion of the Special Assessment = $\$10,516.08 - \$5,927.98 = \$4,588.10$ Time for Calculation: The Pledged Portion of the Special Assessment shall be calculated at the time of initial issuance of the RABs, and recalculated upon the initial transfer of the Unit to the initial Unit Purchaser, and shall remain fixed thereafter.**Unpledged Portion of the Special Assessments shall be calculated as follows:**

Unpledged Portion of the Special Assessment = Special Assessment less Pledged Special Assessment

Example:If:

Sales Price = \$582,000,

{350963.DOCX.1}

Total Tax Rate = \$5.546,
 Municipal Tax Rate = \$2.970,
 Tax Ratio = 32.58%, and
 PILOT = \$5,927.98

Then:

Unpledged Portion of Special Assessment = \$10,516.08- \$4,588.10= \$5,927.98

Time for Calculation: The Unpledged Portion of the Special Assessment shall be calculated on the same basis as the Annual Service Charge, in accordance with Section 4.1 of the Financial Agreement. Specifically, upon Substantial Completion (as defined in the Financial Agreement), and recalculated in the year following the initial sale of a Unit by the Entity to a Unit Purchaser, and each year thereafter.

EXHIBIT C
ASSUMPTIONS

BOND MATURITY DATE: January 1, 2053
BOND FIRST REDEMPTION DATE: Bonds are subject to Special Mandatory Redemption @ Anytime
BOND REDEMPTION PRICE: 100%
BOND INTEREST RATE: 8.000%

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2023-5**

**BOND ORDINANCE AMENDING AND SUPPLEMENTING
BOND ORDINANCE NUMBER 2018-57 (WHICH PROVIDES
FOR ACQUISITION OF AND THE PAYMENT OF THE
PURCHASE PRICE OF REAL PROPERTY AND
CONSTRUCTION OF A FIRE HOUSE) HERETOFORE
FINALLY ADOPTED BY THE CITY COUNCIL OF THE
CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY, ON DECEMBER
27, 2018, TO AMEND THE DESCRIPTION, INCREASE THE
APPROPRIATION BY \$18,500,000 AND TO INCREASE THE
AUTHORIZATION OF BONDS OR NOTES BY \$17,619,047**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF
ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS
FOLLOWS:**

SECTION 1. The bond ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), heretofore finally adopted by the City Council thereof on December 27, 2018, numbered 2018-57 and entitled, "BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF AND THE PAYMENT OF THE PURCHASE PRICE OF REAL PROPERTY AND CONSTRUCTION OF A FIRE HOUSE, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE "CITY"); APPROPRIATING \$3,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,500,000 BONDS OR NOTES OF THE CITY TO FINANCE THE COSTS THEREOF" (the "Original Ordinance"), which Original Ordinance is hereby amended and supplemented, as follows:

SECTION 2. The improvements or purposes set forth in Section 3(a) of the Original Ordinance, as amended and supplemented hereby, are hereby authorized to be

undertaken by the City, and there is hereby appropriated the additional sum of \$18,500,000, which sum includes \$880,953 as the amount of down payment for said improvement or purpose required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the “Local Bond Law”). Said down payment is now available therefor by virtue of a provision or provisions in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes. Therefore, the total appropriation of the Original Ordinance, as amended and supplemented hereby, shall be increased by \$18,500,000 from \$3,500,000 and shall equal the amount of \$22,000,000, said sum being inclusive of all appropriations heretofore made in the Original Ordinance, as amended and supplemented hereby, including the additional down payment in the amount of \$880,953.

SECTION 3. (a) In order to finance the additional cost of the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, additional negotiable bonds or notes of the City in the amount of \$17,619,047 are hereby authorized to be issued by the City, such that the total authorization of negotiable bonds or notes to be issued by the City for the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, shall be increased by \$17,619,047 from \$3,500,000 and shall equal the amount of \$21,119,047.

(b) The estimated maximum amount of bonds or notes to be issued by the City for the improvements or purposes set forth in Section 3 the Original Ordinance, as amended and supplemented hereby, is equal to \$21,119,047.

(c) The estimated cost of the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, is equal to \$22,000,000.

SECTION 4. Section 3(a) of the Original Ordinance shall be amended to read in

its entirety as follows: “(a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued is the construction of a new fire house facility on City-owned property, said property being designated as Block 608, Lot 1, on the official tax map of the City, with a physical address of 200 Memorial Drive; said improvements to include, but not be limited to, as applicable, demolition, reconstruction and/or construction of structures, construction of associated parking areas and access roads, and any other associated site work and improvements; and all furnishings, fixtures and equipment necessary in connection with said facility; and all work, materials, equipment, labor and appurtenances necessary therefore or incidental thereto and the payment of all costs and expenses that may be necessary or incidental to the aforesaid facility and provision for working capital, operating, maintenance or replacement expenses as may be determined from time to time, and may also include, if applicable, the acquisition and payment of the purchase price of real property associated with the improvement (the “Property”). Said improvements shall also include, but are not limited to, as applicable, construction planning, engineering and design work, preparation of plans and specifications, permits, bid documents, inspections and contract administration, environmental testing and remediation activities.”

SECTION 5. The Capital Budget of the City is hereby amended, as necessary, to conform with the provisions of this amendatory and supplemental bond ordinance and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs (the “Director of the Division of Local Government

Services”), will be on file in the office of the Clerk and will be available for public inspection.

SECTION 6. The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this amendatory and supplemental bond ordinance by \$17,619,047 and the said obligations authorized herein will be within all debt limitations prescribed by law.

SECTION 7. Section 7(d) of the Original Ordinance is hereby amended to read as follows: “(d) An aggregate amount not exceeding \$4,400,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements herein before described.”

SECTION 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by the Original Ordinance, as amended and supplemented hereto. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 3 of the Original Ordinance, as amended and supplemented hereto, and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of the Original Ordinance, as amended and supplemented hereto. This Section 9 is a

declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. If applicable, the City is hereby authorized to acquire the Property and to negotiate an agreement of sale for the aforesaid acquisition. The Mayor, City Manager, Chief Financial Officer, and the City Clerk are each hereby authorized, as applicable, to negotiate, approve, execute, attest, deliver and perform said agreement of sale and any and all documents necessary to acquire said Property.

SECTION 12. The City covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all bonds and notes issued under the Original Ordinance, as amended and supplemented hereby.

SECTION 13. Except as expressly amended and supplemented hereto, the Original Ordinance shall remain in full force and effect.

SECTION 14. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: January 11, 2023

LISA ESPOSITO,
Clerk of the City of Asbury Park

ADOPTED ON SECOND READING
DATED: January 25, 2023

LISA ESPOSITO,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

JOHN B. MOOR,
Mayor of the City of Asbury Park

DATED: January 25, 2023

**LISA ESPOSITO,
Clerk of the City of Asbury Park**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2023

**JOHN MOOR,
Mayor of the City of Asbury Park**



Minutes
Meeting of the Municipal Council
Wednesday, January 25, 2023
REGULAR MEETING

Executive Session - 4:00 p.m.

2023-92 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:07 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

ITEMS TO BE PRESENTED:

1. Presentation by Matt Doherty of TAPinto

Matt Doherty of TAPinto presented an award of beach badges for a shopping local competition in Asbury Park.

2. Presentation by Diane Shelton of Interfaith Neighbors - Springwood Avenue Plaque Project
Diane Shelton of Interfaith Neighbors presented the Springwood Avenue Plaque Project

3. Presentation by Monmouth County Prosecutor's Office for Recovery Diversion Program Expansion Asbury Park

Assistant Prosecutor, Lindsay Ashwal of the Monmouth County Prosecutor's Office presented a Recovery Diversion Program Expansion for Asbury Park.

4. Presentation by PHM Sunset Square LLC for townhouse development at 205 Sunset Avenue and 1401 Kingsley Street, Block 4205, Lots 2 and 3.

Representatives of PHM Sunset Square presented a plan for a development project (Pulte) regarding property located at 205 Sunset Avenue and 1401 Kingsley Street, Block 4205, Lots 2 and 3.

Matters from City Council

Council member Ahbez-Anderson stated, I don't have anything to report other than to say Hi to all of you and thank you for coming out on this rainy evening, and have good night.

Council member Chapman stated, I just wanted to remind everyone that swimming lessons are beginning on Saturday at the Boys & Girls Club. The swimming lessons are available for adults, boys and girls, the fee is \$25 person, Asbury Park residents only. If you would like to sign up you can call Leesha Floyd right here at City Hall.

Council member Clayton stated, in observance of Black History Month, the City of Asbury Park will be providing prepared To-Go hot lunches. The days will be Saturday, February 4th and they will be distributed at the Asbury Park Public Library between the hours of 12:00pm - 2:00pm., and on Saturday February 11th the will be distributed at the same hours but at the Asbury Park Senior Center, it's on the corner of Springwood and Atkins, from 12:00pm - 2:00pm or as long as the meals last. Come early and they will be catered by At The Table. Come out and take advantage of this opportunity.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Donna Vieiro had no matters at this time.

Matters from City Attorney

City Attorney, Frederick Raffetto had no matters at this time.

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: John Kaplow made a comment about APTV and application appointments; Rita Marano made a comment about the 2023 Asbury Park City Calendar and Interfaith Neighbors' taxes; Alexander Krasutsky made a comment about the Pulte Project workshop presentation; Jennifer Souder made a comment about the Springwood Avenue Rising plaque project workshop presentation; Diane Shelton made a comment about affordable housing; Sharon Whittaker made a comment about She Connects LLC, and an initiative to host a reading for Black History Month; Paul McEvily made a comment about Interfaith Neighbors, and the Springwood Avenue Rising plaque project workshop presentation; and John Hall made a comment about Bond Ordinance 2023-5.

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

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

1. Municipal Council- Executive Meeting January 11, 2023 4:00 PM
2. Municipal Council - Regular Meeting - Jan 11, 2023 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2023-93 Resolution to Adjust Sewer Charges on Various Accounts

2023-94 Resolution to Appoint a Fund Commissioner

2023-95 Resolution Authorizing Appointments to Code Enforcement/Quality of Life Committee

INDIVIDUAL RESOLUTIONS

2023-96 Resolution Approving Payment of Bills

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

2023-97 Resolution Amending Temporary Budget Appropriations for 2023 Budget

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

2023-98 Resolution Authorizing the Purchase of Lighting Equipment and Supplies for Various Locations

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

2023-99 Resolution Authorizing the Renewal of Office 365 Software

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

2023-100 Resolution Authorizing an Annual Service Agreement for Mobile Data Service Coverage

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

2023-101 Resolution Authorizing Payment to the Mercy Center for Public Facility Upgrades through Community Block Grant (CDBG) Funding

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

2023-102 Resolution Authorizing Funding to Coastal Habitat for Humanity for the Administering of Home Repair and Renovation Program with Community Development Block Grant (CDBG) Funding

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

2023-103 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 RAB Administration

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

2023-104 Resolution Authorizing a Professional Services Contract to The Rodger's Group for Police Accreditation

RESULT:	ADOPTED [3 TO 2]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton
NAYS:	Amy Quinn, John Moor

2023-105 Resolution Authorizing Execution Of A Shared Services Agreement With TOSA to Provide Technical Rescue Services

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

2023-106 Resolution Authorizing Execution Of A Shared Services Agreement With Two Rivers Water Reclamation Authority for Technical Rescue Services

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

2023-107 Resolution Amending a Contract with Warshauer Generator for the Installation of a Generator at the WWTP

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

2023-108 Resolution Amending Resolution 2022-425 Authorizing a Contract for the Removal and Replacement of Sanitary Sewer Manholes with Community Development Block Grant (CDBG) Funding

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

2023-109 Resolution Accepting An Agreement Modification Of A Safe Routes to School Grant And Associated Design Assistance From NJDOT And Authorizing Signatories

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

2023-110 Resolution Rescinding Resolution No. 2022-193, And Authorizing The City Of Asbury Park To Enter Into An Updated "Third Memorandum Of Understanding" With SQF, LLC Relating To The Removal And Replacement Of Certain City-Owned Utility Poles

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

2023-111 Resolution Appointing Members To The “CCRB Exploratory Committee”

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

ORDINANCES

Introduction

2023-6 Ordinance To Extinguish The Reverter In The Deed For The Property Commonly Known As 900-901 Mattison Avenue, Asbury Park, New Jersey Block 603, Lot 3, aka Block 66, Lot 13

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/8/2023 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/Public Hearing

2023-1 Ordinance Of The City Of Asbury Park Authorizing The Execution Of A Financial Agreement With K. Hovnanian’s Baltic At Asbury Park Urban Renewal, LLC Concerning Property Located At Block 4003 Lots 1, 2 And 16 On The Tax Map Of The City Of Asbury Park And Granting A Tax Exemption

A motion to open 2023-1 to the public was made by Council member Chapman and seconded by Council member Clayton. All were favor. The following members of the public spoke: Rita Marano. A motion to close 2023-1 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were in favor.

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

2023-2 Ordinance Of The City Of Asbury Park Authorizing The Execution Of A Financial Agreement With K Hovnanian’s Cove At Asbury Park Urban Renewal, LLC K. Hovnanian’s Aegean At Asbury Park Urban Renewal, LLC Concerning Property Located At Block 4003 Lots 12, 13 And 14 On The Tax Map Of The City Of Asbury Park And Granting A Tax Exemption

A motion to open 2023-2 to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were favor. The following members of the public spoke: Rita Marano. A motion to close 2023-2 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were in favor.

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

2023-3 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Providing For The Special Assessment Of Certain Wastewater, Stormwater, Streetscape, Utility And Other Infrastructure Improvements On Block 4003, Lots 1, 2 And 16 (Baltic) Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof

A motion to open 2023-3 to the public was made by Council member Chapman and seconded by Mayor Moor. All were favor. The following members of the public spoke: Rita Marano. A motion to close 2023-3 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were in favor.

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

2023-4 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Providing For The Special Assessment Of Certain Wastewater, Stormwater, Streetscape, Utility And Other Infrastructure Improvements On Block 4003, Lots 12, 13 And 14 (Aegean) Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof

A motion to open 2023-4 to the public was made by Council member Chapman and seconded by Council member Clayton. All were favor. The following members of the public spoke: Rita Marano. A motion to close 2023-4 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were in favor.

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

2023-5 BOND ORDINANCE AMENDING AND SUPPLEMENTING BOND ORDINANCE NUMBER 2018-57 (WHICH PROVIDES FOR ACQUISITION OF AND THE PAYMENT OF THE PURCHASE PRICE OF REAL PROPERTY AND CONSTRUCTION OF A FIRE HOUSE) HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON DECEMBER 27, 2018, TO AMEND THE DESCRIPTION, INCREASE THE APPROPRIATION BY \$18,500,000 AND TO INCREASE THE AUTHORIZATION OF BONDS OR NOTES BY \$17,619,047

A motion to open 2023-5 to the public was made by Council member Chapman and seconded by Mayor Moor. All were favor. The following members of the public spoke: Rita Marano, and Alexander Krasutsky. A motion to close 2023-5 to the public was made by Council member Chapman and seconded by Council member Ahbez-Anderson. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 8:01 PM

A motion to close the meeting was made by Council member Chapman and seconded Deputy Mayor Quinn. Meeting adjourned at 8:01 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk