



Minutes
Meeting of the Municipal Council
Wednesday, October 26, 2016
REGULAR MEETING

Attendee Name	Title	Status	Arrived
John Moor	Mayor	Present	
Amy Quinn	Deputy Mayor	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Absent	

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

City Clerk Cindy Dye announced the following: “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 Star Ledger on January 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk.”

MATTERS FROM CITY COUNCIL

Council Member Chapman stated that the Sunset Lake Committee will meet on November 1, 2016 in the Council Chambers. She thanked Asbury Park Housing Authority for their support in getting the HUD grant.

Council Member Kendle thanked everyone who came and supported Pastor Harrington.

MATTERS FROM CITY MANAGER

City Manager Capabianco has no matters.

MATTERS FROM CITY ATTORNEY

Karl Kemm, Esquire stated that he has no matters.

PUBLIC PARTICIPATION

1. **Motion to:** Open the meeting to the public.

The following members spoke during the public portion of the meeting: Pam Lamberton, Denise Richardson, Randy Thompson and Rita Marano.

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

2. **Motion to:** Close the Public Portion of the Meeting.

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

MINUTES

RESULT:	ADOPTED [4 TO 0]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Amy Quinn, Eileen Chapman, Yvonne Clayton, Jesse Kendle
ABSTAIN:	John Moor

1. October 11, 2016 Executive Session Minutes
2. October 11, 2016 Workshop Minutes
3. October 12, 2016 Executive Session Minutes
4. October 12, 2016 Regular Session Minutes

CONSENT AGENDA RESOLUTIONS

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

2016-416 Special Event Resolution

2016-417 Resolution authorizing the payment of payroll in the amount of \$939,995.26

2016-418 Refund of Tax Overpayment (501 Grand Avenue, Unit 101, Block 3208 Lot 5

2016-419 Resolution to Credit Sewer Account (1403 ½ Mattison Avenue, Block 1003 Lot 36)

2016-420 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey
Authorizing a Refund Due of Overpayment Payment

2016-421 Resolution Approving 2016-2017 Alcoholic Beverage Control License For Asbury Music Company a/k/a The Saint in the City of Asbury Park, County of Monmouth, New Jersey

2016-422 Resolution Accepting Mental Health Grant

2016-423 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2016 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159)

INDIVIDUAL RESOLUTIONS

2016-424 Acknowledging and Accepting a Memorandum of Understanding between the City and the State of New Jersey Division of Local Government Services for Transitional Aid

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

2016-425 Resolution Authorizing the Payment of Bills in the Amount of \$777,705.71

Mayor Moor abstained from line item 6-01-23-220-000-209.

Council Member Chapman abstained from purchase orders 16-02097 and 16-03399.

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

2016-426 Authorizing a Contract for an Extended Warranty for the Existing Parking Meters

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

2016-427 A Resolution Authorizing the Award of “2015 Road Improvement Program” Bid

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

2016-428 Authorizing Project Management and Construction Coordination and Inspection Services to T&M Associates for the 2015 Road Program

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

2016-429 Authorizing Design, Project Management and Construction Coordination and Inspection Services to T&M Associates for the 4th Avenue Improvements from Ridge to Memorial

RESULT:	ADOPTED [3 TO 2]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Amy Quinn, Eileen Chapman, Jesse Kendle
NAYS:	John Moor, Yvonne Clayton

2016-430 Resolution of the Mayor and City Council of the City of Asbury Park Authorizing the Execution of a Redevelopment and Land Disposition Agreement with Lake Group AP LLC and Authorizing the Transfer of a Portion of Block 3105, Lot 1 to Lake Group AP LLC

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

2016-431 A Resolution of the Mayor and Council of the City of Asbury Park, Support Submission of Application for New Jersey Department of Transportation for the Transportation Alternatives Program (TAP)

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

ORDINANCES

Second Reading/Public Hearing

2016-40 BOND ORDINANCE PROVIDING FOR VARIOUS COMMUNICATION SYSTEM IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$1,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,428,571 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF

Council Member Kendle motioned to open Ordinance 2016-40 to the public. Council Member Clayton seconded the motion. All were in favor. Rita Marano requested that the Ordinance be explained. Council Member Kendle made a motion to close the public hearing for Ordinance 2016-40. Mayor Moor seconded the motion. All were in favor.

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

2016-42 An Ordinance Vacating A Portion Of Lee's Lane Right Of Way Asbury Park, New Jersey

Council Member Chapman motioned to open Ordinance 2016-42 to the public. Council Member Clayton seconded the motion. All were in favor. No one from the public spoke. Deputy Mayor Quinn made a motion to close the public hearing for Ordinance 2016-42. Council Member Clayton seconded the motion. All were in favor.

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

2016-43 An Ordinance Amending an Ordinance Entitled 'Streets, Sidewalks and Sidewalk Signs; Work within City Right-of-Way Areas' Chapter 16-1 of the Revised General Ordinances of the City of Asbury Park, Monmouth County, and State of New Jersey

Council Member Kendle motioned to open Ordinance 2016-43 to the public. Council Member Chapman seconded the motion. All were in favor. No one from the public spoke. Deputy Mayor Quinn made a motion to close the public hearing for Ordinance 2016-43. Council Member Chapman seconded the motion. All were in favor.

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

2016-44 Approving and Adopting an Amendment to the Central Business District Redevelopment Plan Relating to the Sections Titled Parking and Circulation, Cookman Avenue Retail Core and to Implementation of Redevelopment Plan

Council Member Chapman motioned to open Ordinance 2016-44 to the public. Council Member Kendle seconded the motion. All were in favor. Rita Marano requested that the Ordinance be explained. Deputy Mayor Quinn made a motion to close the public hearing for Ordinance 2016-44. Council Member Chapman seconded the motion. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:30 PM

City Clerk Dye indicated that there will be no separate workshop meetings in November. All meetings will be held in one night prior to the regular Council meetings.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



MINUTES
Meeting of the Municipal Council
Monday, October 11, 2016
WORK SESSION

City Clerk Dye called the meeting to order at 6:00 p.m.

The following Council Members were present: Council Member Eileen Chapman, Council Member Yvonne Clayton, Council Member Jesse Kendle and Deputy Mayor Amy Quinn. Also present were: City Attorney Frederick Raffetto, City Manager Michael Capabianco and City Clerk Cindy Dye. Mayor Moor was absent

City Clerk Dye announced the following: "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 Star Ledger on January 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk."

City Manager's Report on Issues Raised at Prior Council Meeting(s).

City Manager Capabianco stated that there was no follow-up reports.

Special Event Applications

1. Crucial Catch Day 2016
2. Harvest Fest at Springwood Park
3. Epic Will Power, Inc. (requesting a City date)
4. AP Fishing Club (requesting a City date)

Leesha Floyd, Director of Recreation, reviewed the special events with the Council. She requested that an additional special event be added, Boon Carter Jazz Live in Asbury, to the resolution for action tomorrow evening.

Items to be presented by: **Cassandra Dickerson, Director of Community Development**

- a. 2017 Community Development Block Grant (CDBG) Annual Action Plan

Cassandra Dickerson, Director of Community Development, reviewed the 2017 Community Development Block Grant annual action plan with the Council. Deputy Mayor Quinn indicated that she sits on the committee and the committee agrees with the recommendations.

Review of Agenda Items for October 12, 2016 Regular meeting

City Manager Capabianco reviewed the October 12 agenda with the Council.

Matters from City Council

Councilwoman Clayton stated that Good News Radio will be holding a fund raiser for Haiti victims.

Councilman Kendle stated that he visited the new skate park and he was impressed. He also stated that the Recreation Committee will be providing new ideas for new recreation activities.

Deputy Mayor Quinn stated that she was approached about issues in the downtown from over the weekend. She reminded everyone to please contact the police as that provides for a record for the Council when it comes to liquor license renewals.

Matters from City Manager

1. 2016-2017 Snow Removal Procedures

City Manager Capabianco stated that there are internal discussions regarding snow removal procedures. He is hoping to have an update for Council in the next meeting or two.

2. Road Opening Ordinance

City Manager Capabianco provided an overview of the Road Opening Ordinance scheduled for introduction tomorrow evening.

3. Transportation Alternative Program (TAP)

City Manager Capabianco and Doug McQueen of the Wesley Lake Commission reviewed the program with the Council.

Matters from City Attorney

City Attorney Raffetto had no matters.

Public Participation

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the meeting to the public. All were in favor.

Jan Sparrow and John Grant spoke during the public portion of the meeting.

Motion made by Deputy Mayor Quinn and seconded by Council Member Clayton to close the public portion of the meeting. All were in favor.

The meeting was adjourned.

Respectfully submitted by:

Cindy A. Dye, City Clerk



MINUTES
Meeting of the Municipal Council
Wednesday, October 12, 2016
REGULAR MEETING

City Clerk Dye called the meeting to order at 7:00 p.m.

The following Council Members were present: Council Member Eileen Chapman, Council Member Yvonne Clayton, Council Member Jesse Kendle and Deputy Mayor Amy Quinn. Also present were: City Attorney Frederick Raffetto, City Manager Michael Capabianco and City Clerk Cindy Dye. Mayor Moor was absent

City Clerk Dye announced the following: “As to compliance 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 Star Ledger on January 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk.”

MATTERS FROM CITY COUNCIL

Council Member Chapman stated that this week is the Fall Beach Sweep and encourages everyone to participate.

Council Member Clayton stated that Good News Radio will be holding a fund raiser for Haiti victims.

Council Member Kendle reminded everyone that this Friday is Homecoming. He requests that everyone supports the Asbury Park High School.

MATTERS FROM CITY MANAGER

City Manager Capabianco indicated he has no matters.

MATTERS FROM THE CITY ATTORNEY

City Attorney Raffetto indicated he has no matters.

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to open the meeting to the public. All were in favor.

City Clerk Dye made the following announcement: “The Public is expected to conduct themselves in a proper manner. Any derogatory, abusive, or threatening statements will not be permitted. The Chair will immediately rule such conduct out of order and, after appropriate warning, may terminate any further comments from that speaker.”

The following members of the public spoke: Raven Love, Adrian Sanders, NAACP, Derrick Parreott, Jessie Falser, Linda Johnson, Tim Progcute, Shawn Dickerson, Will Wright and David Harrington.

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close the public portion of the meeting. All were in favor.

A. Minutes

- September 26, 2016 – Executive Session
- September 26, 2016 – Workshop Meeting
- September 28, 2016 – Executive Session
- September 28, 2016 – Regular Meeting

	MOTION	SECOND	AYES	NAYES	ABSTAIN
Council Member Eileen Chapman			X		
Council Member B. Yvonne Clayton	X		X		
Council Member Jesse Kendle		X	X		
Deputy Mayor Amy Quinn			X		
Mayor John Moor					

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.]

2016-401 Approving Special Events/Wedding Applications as Presented on October 11, 2016

Resolution # 2016-401

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

WHEREAS, at work session meeting of the Mayor and Council held on October 11, 2016 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Crucial Catch Day 2016
2. Harvest Fest at Springwood Park
3. Epic Will Power, Inc (requesting a City date)
4. AP Fishing Club (requesting a City date)
5. Boon Carter Jazz Live in Asbury Park

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

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

2016-402 Resolution Authorizing the Payment of Payroll in the Amount of
\$1,013,883.54

**Resolution #2016-402
City of Asbury Park
County of Monmouth
State of New Jersey**

**RESOLUTION AUTHORIZING THE PAYMENT OF PAYROLL IN THE AMOUNT OF
\$1,013,883.54**

WHEREAS, the September 30, 2016 payroll in the amount of \$1,013,883.54 has been approved by the Chief Financial Officer and has subsequently been audited and found correct; and

BE IT RESOLVED, that the payroll payable totaling \$1,013,883.54 is hereby authorized to be paid, and;

BE IT FURTHER RESOLVED, that proper officers are hereby authorized to execute payment of said payroll.

2016-403 Resolution of the City of Asbury Park, County of Monmouth, State of
New Jersey Providing for the Insertion of Special Items of Revenue in the
2016 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40a:4-87
(Chapter 159) (SAFER Grant)

**Resolution #2016-403
City of Asbury Park
County of Monmouth
State of New Jersey**

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2016 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87(CHAPTER 159)**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government

Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2016 in the sum of \$269,310 which is now available from the Department of Homeland Security/Federal Emergency Management Agency.

BE IT FURTHER RESOLVED that a like sum of \$269,310 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Staffing for Adequate Fire & Emergency Response (SAFER) \$269,310

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

2016-404 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2016 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40a:4-87 (Chapter 159) (COPS Grant)

**Resolution #2016-404
City of Asbury Park
County of Monmouth
State of New Jersey**

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2016 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87(CHAPTER 159)**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2016 in the sum of \$474,055 which is now available from the Department of Justice/Office of Community Oriented Policing.

BE IT FURTHER RESOLVED that a like sum of \$474,055 is hereby appropriated under the following caption:

General Appropriations:
 Operations Excluded from "CAPS":
 Public & Private Programs Offset by Revenues:
 COPS Grant 2016 - \$474,055

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

2016-405 Amending the Metered Parking Requirements in the Downtown and Waterfront Areas of the City, Effective Every Saturday During the Time Period from November 26, 2016 through December 24, 2016

Resolution # 2016-405

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

**AMENDING THE METERED PARKING REQUIREMENTS
 IN THE DOWNTOWN AND WATERFRONT AREAS OF THE CITY,
 EFFECTIVE EVERY SATURDAY DURING THE TIME PERIOD
 FROM NOVEMBER 26, 2016 THROUGH DECEMBER 24, 2016**

WHEREAS, the requirements concerning metered parking in the downtown and waterfront areas of the City of Asbury Park ("the City") were established per Ordinance No. 2982 (the "Ordinance"), which was adopted by the Mayor and City Council on May 19, 2011, and which has subsequently been amended in certain limited respects; and

WHEREAS, the Mayor and Council have previously taken action by Resolution to modify the metered parking requirements as set forth in the Ordinance for certain temporary periods of time for various reasons; and

WHEREAS, as an incentive to encourage increased business for the merchants in the downtown and waterfront areas of the City during the holiday season, the Mayor and Council wish to temporarily suspend the metered parking requirements in those areas so as to allow for "free" parking between the hours of 12:00 p.m. and 6:00 p.m. of each Saturday, commencing on November 26, 2016, through to and including December 24, 2016; and

WHEREAS, the purpose of this Resolution is to memorialize this temporary suspension of the metered parking requirements.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and City Council of the City of Asbury Park that the metered parking requirements in the downtown and

waterfront areas of the City, as established per Ordinance No. 2982, as amended, are hereby suspended so as to allow for “free” parking 12:00 p.m. and 6:00 p.m. of each Saturday, commencing on November 26, 2016, through to and including December 24, 2016.

BE IT FURTHER RESOLVED that as of Saturday, December 31, 2016, the regular metered parking requirements as set forth in Ordinance No. 2982, as amended, shall resume once again.

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

- (a) Parking Committee;
- (b) Michael N. Capabianco, City Manager;
- (c) Acting Police Chief Anthony Salerno;
- (d) Christine Ballard, P.E. (T&M Associates), City Engineer; and
- (e) Frederick C. Raffetto, Esq., City Attorney

2016-406 Resolution Approving Community YMCA Senior Citizen Swimming Program

Resolution # 2016-406

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

**RESOLUTION APPROVING COMMUNITY YMCA
SENIOR CITIZEN SWIMMING PROGRAM**

WHEREAS, the City of Asbury Park desires to establish and maintain healthy and viable recreational programs and activities for the residents of Asbury Park; and

WHEREAS, for the past ten years, The Asbury Park Senior Center has contracted with The Community YMCA, 166 Maple Avenue, Red Bank, N.J. 07701 to provide water aerobics and open swimming for participants of the senior center; and

WHEREAS, the Asbury Park Senior Center desires to continue this program for the period between September 4, 2016 through June 30, 2017; and

WHEREAS, The Community YMCA agrees to provide one session per week of water aerobics, open swimming, and use of locker facilities for the period between September 4, 2016 through June 30, 2017.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park, hereby authorize the City Manager to enter into a contract with The Community YMCA, 166 Maple Avenue, Red Bank, N.J. 07701.

BE IT FURTHER RESOLVED that the contract is not to exceed \$2,280.24 for the duration of the contract.

2016-407 A Resolution of the City of Asbury Park Releasing the Performance Bond for 621 Lake Avenue (Block 2404, Lots 4.01 and 4.02 and Accepting Maintenance Guarantee

Resolution # 2016-407

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

**A RESOLUTION OF THE CITY OF ASBURY PARK RELEASING THE
PERFORMANCE BOND FOR 621 LAKE AVENUE (BLOCK 2404, LOTS
4.01 AND 4.02 AND ACCEPTING MAINTENANCE GUARANTEE**

WHEREAS, InSite Engineering, LLC has inspected 621 Lake Avenue (Block 2404, Lots 4.01 and 4.02); and

WHEREAS, InSite Engineering, LLC has determined that the condition of the improvements is satisfactory; and

WHEREAS, InSite Engineering, LLC has determined that the condition of the improvements is satisfactory, and with due regard to the passage of time; and

WHEREAS, it is the recommendation of the InSite Engineering, LLC that the City of Asbury Park release the Performance Guarantee in the amount of \$636 and upon a posting of the two (2) year Maintenance Guarantee in the amount of \$79.50, provided that the release of the Performance Bond is contingent upon the payment of all outstanding escrow invoices.

WHEREAS, it is the intention of the City Council and in the best interest of the City of Asbury Park to release the Performance Guarantee and accept a two year Maintenance Guarantee in the amount referenced herein, contingent upon the payment of all outstanding escrow invoices, in accordance with the InSite Engineering, LLC's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the city of Asbury Park, assembled in public session this 12th day of October, 2016, that the performance guarantee in the amount of \$636 be released for the improvements described above and accept a two (2) year maintenance guarantee of \$79.50 as well.

BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the Finance Director, InSite Engineering, LLC, Planning Board Secretary and applicant for their information and attention.

2016-413 Resolution to Refund Overpayment of Taxes (iStar Asset Services, Inc.)

Resolution #2016-413

Resolution of the City of Asbury Park
RESOLUTION TO REFUND OVERPAYMENT OF TAXES
WHEREAS, an overpayment of 2016 taxes for the property indicated:

WHEREAS, the following amounts have been paid by iStar Asset Services, Inc. payable to the City of Asbury Park:

	<u>Block</u>	<u>Lot</u>	<u>Property Info.</u>	<u>Credit Balance Amount due</u>	<u>Year</u>	<u>ck # Q1 paid</u>	<u>ck # Q2 paid</u>
1	3205	2	410 Sewall Ave.	\$ 2,827.28	2016	13587	14238
2	3205	3	408 Sewall Ave.	\$ 1,764.56	2016	13587	14238
3	3205	4	406 Sewall Ave	\$ 1,764.56	2016	13587	14238
4	3205	5	404 Sewall Ave.	\$ 1,764.56	2016	13587	14238
5	3205	6	402 Sewall Ave.	\$ 1,764.56	2016	13587	14238
6	3205	7	400 Sewall Ave.	\$ 2,827.28	2016	13587	14238
7	3205	8	401 Monroe Ave.	\$ 2,827.28	2016	13587	14238
8	3205	9	403-409 Monroe Av	\$ 4,036.12	2016	13587	14238
9	3205	10	413 Monroe Ave.	\$ 1,791.13	2016	13587	14238
10	3901	8	209 First Ave.	\$ 1,377.72	2016	13503	14238
11	3903	1	801 Kingsley St.	\$ 7,840.79	2014	13503	14238
12	4104	3	210 Fifth Ave.	\$15,444.87	2016	13503	14238
13	4104	4	200 Fifth Ave.	\$13,011.68	2016	13503	14238
14	4104	5	1221 Kingsley St.	\$ 2,688.91	2016	13503	14238
15	4104	6	1201 Kingsley St.	\$ 3,069.71	2016	13503	14238
16	4104	7	205 Fourth Ave.	\$ 2,501.82	2016	13503	14238
17	4104	8	207 Fourth Ave.	\$ 177.92	2016	13503	14238
18	4104	10	213 Fourth Ave	\$ 2,478.58	2016	13503	14238
19	4104	11	217-223 Fourth Ave	\$ 4,249.78	2016	13503	14238
				\$74,209.11	Total		

<u>BLOCK</u>	<u>LOT</u>	<u>REMITTEE</u>	<u>AMOUNT TO BE REMITTED</u>
Various block/lots		iStar Asset Services, Inc. 180 Glastonbury Blvd., Ste 201 Glastonbury, CT 06033	\$74,209.11

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

Communication: October 12, 2016 Regular Session Minutes (Minutes)

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to refund iStar Asset Services, Inc. in the amount of \$74,209.11 for 2016 overpayment of taxes.

	MOTION	SECOND	AYES	NAYES	ABSTAIN
Council Member Eileen Chapman			X		
Council Member B. Yvonne Clayton			X		
Council Member Jesse Kendle	X		X		
Deputy Mayor Amy Quinn		X	X		
Mayor John Moor					

Individual Resolutions

2016-408 Resolution Authorizing the Payment of Bills in the Amount of \$2,066,280.39

**Resolution #2016-408
City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING THE PAYMENT OF BILLS IN THE AMOUNT OF \$2,066,280.39

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 \$2,066,280.39

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

CURRENT VOUCHERS	\$ 1,502,242.39
BOARD OF EDUCATION	\$ 564,038.00
TOTAL VOUCHERS	\$ 2,066,280.39

	MOTION	SECOND	AYES	NAYES	ABSTAIN
Council Member Eileen Chapman			X		
Council Member B. Yvonne Clayton			X		
Council Member Jesse Kendle		X	X		
Deputy Mayor Amy Quinn	X		X		
Mayor John Moor					

2016-409 Rejecting Request for Proposals for Consultant Services for the EPA Grant – Brownfield Hazardous Assessment

Resolution # 2016-409

City of Asbury Park

**County of Monmouth
State of New Jersey**

**REJECTING REQUEST FOR PROPOSALS FOR CONSULTANT SERVICES FOR
THE EPA GRANT – BROWNFIELD HAZARDOUS ASSESMENT**

WHEREAS, the City of Asbury Park is rejecting the Proposals for the EPA Grant – Brownfield Hazardous Assessment as per the New Jersey Local Public Contracts Law N.J.S.A 40A:11-13.29a). Rejection of bids – Lowest bid substantially exceeds cost estimate.

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 that responses to the request for IT Consultant are rejected as per N.J.S.A 40A:11-13.29a). Rejection of bids – Lowest bid substantially exceeds cost estimate.

	MOTION	SECOND	AYES	NAYES	ABSTAIN
Council Member Eileen Chapman		X	X		
Council Member B. Yvonne Clayton			X		
Council Member Jesse Kendle			X		
Deputy Mayor Amy Quinn	X		X		
Mayor John Moor					

2016-410 Adopting the Monmouth County Home Consortium FY 2017 Annual
Action Plan for Housing and Community Development Programs

Resolution # 2016-410

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

**ADOPTING THE MONMOUTH COUNTY HOME CONSORTIUM FY 2017 ANNUAL ACTION PLAN
FOR HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS**

WHEREAS, the submission of the City’s Fiscal Year 2017 Annual Action Plan for Housing and Community Development Programs (hereinafter referred to as the “Consolidated Plan”) is a requirement of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended; and

WHEREAS, the County Planning Board’s Community Development staff, in conjunction with the staff from the other participating cities; Asbury Park, Long Branch and Middletown Township, has prepared its FY-2017 Annual Action Plans in accordance with Federal Regulations and will collectively submitted those plans including Asbury Park’s, to the U.S. Department of Housing and Urban Development (HUD) on November 15, 2016. The Annual Action Plan is a planning document and management tool that will assist the City in addressing their housing and community development needs; and

WHEREAS, the Federal regulations require program grantees to identify housing and community development needs and develop a plan for carrying out the strategies necessary to meet its housing and community development needs; and

WHEREAS, the City of Asbury Park held a public hearing on September 7, 2016 in order to provide citizens, public agencies, and other interested parties an opportunity to provide comments and suggestions on the FY-2017 Annual Action Plan; and

WHEREAS, the City has the right and authority under the said CDBG Program to allocate a portion of its funds to non-profit agencies.

WHEREAS, the Mayor and City Council wish to allocate the total sum of \$94,951 from CDBG funds to Community Affairs Resource Center; Boys & Girls Club of Monmouth; Interfaith Neighbors; and Asbury Park Historical Society.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Governing body that the City's FY-2017 Annual Action Plan for Housing and Community Development Programs be and the same is hereby approved and authorized.

BE IT FURTHER RESOLVED that the City Manager be and hereby is authorized to execute any and all documents as may be required by the U.S. Department of Housing and Urban Development for the submission and securing grant funds.

	MOTION	SECOND	AYES	NAYES	ABSTAIN
Council Member Eileen Chapman			X		
Council Member B. Yvonne Clayton		X	X		
Council Member Jesse Kendle			X		
Deputy Mayor Amy Quinn	X		X		
Mayor John Moor					

2016-411 A Resolution of the Mayor and Council of the City of Asbury Park, Acting as the Waterfront Redevelopment Entity, Authorizing the Issuance of Certificate of Completion to Madison Asbury Retail, LLC, for the 3rd Avenue Pavilion

Resolution # 2016-411

Resolution of the City of Asbury Park

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, ACTING AS THE WATERFRONT REDEVELOPMENT ENTITY, AUTHORIZING THE ISSUANCE OF CERTIFICATE OF COMPLETION TO MADISON ASBURY RETAIL, LLC, FOR THE 3RD AVENUE PAVILION

WHEREAS, Madison Asbury Retail, LLC (the “**Developer**”) pursuant to the Subsequent Developer Agreement among the City of Asbury Park and Madison Asbury Retail, LLC and Asbury Partners, LLC dated June 1, 2010 (the “**SDA**”) undertook certain work at the 3rd Avenue Pavilion; and

WHEREAS, the SDA provides that upon completion of the required work on the 3rd Avenue Pavilion, the Developer may apply for a Certificate of Completion, which in part

recognizes that the work has been completed and releases the Developer from their responsibilities under the SDA as to the 3rd Avenue Pavilion only; and

WHEREAS, by letter dated September 20, 2016, the Developer submits that they have complied with all requirements for the 3rd Avenue Pavilion as required by SDA Section 4.06(b) and requests that the City issue a Certificate of Completion for the 3rd Avenue Pavilion per SDA Section 4.16(b),

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, acting as the City's Redevelopment Entity, (the "**Council**") that:

1. The Council finds that the Developer has satisfactorily completed the required work to the 3rd Avenue Pavilion under the terms of the SDA.
2. The Council authorizes the City Manager, in consultation with redevelopment counsel, execute and deliver a Certificate of Completion for the 3rd Avenue Pavilion 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.
3. The Council also authorizes and directs the City Manager, redevelopment counsel, and all necessary City officials, employees and professionals 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, redevelopment counsel, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.
4. This Resolution shall take effect immediately.

	MOTION	SECOND	AYES	NAYES	ABSTAIN
Council Member Eileen Chapman	X		X		
Council Member B. Yvonne Clayton			X		
Council Member Jesse Kendle		X	X		
Deputy Mayor Amy Quinn			X		
Mayor John Moor					

2016-412 Return of Certain Properties

Resolution # 2016-412

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

RETURN OF CERTAIN PROPERTIES

WHEREAS, the City has currently found that over the years the City has obtained title through the foreclosure process of properties in which the owners were never notified; and

WHEREAS; the City has currently found that over the years the City obtained title of properties due to clerical errors; and

WHEREAS, the City of Asbury Park is desirous of returning these properties to the rightful owners and putting them back on the tax rolls; and

WHEREAS, the City Attorney and staff are hereby authorized to perform the necessary administrative actions to return properties to their rightful owners; and

WHEREAS, these properties are:

- 1233 Washington Ave
- 1227-29 Washington Ave
- 413 Prospect Ave
- 5 Avenue A

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 City Attorney and staff to take the necessary administrative actions to return the above properties to the rightful owners.

	MOTION	SECOND	AYES	NAYES	ABSTAIN
Council Member Eileen Chapman			X		
Council Member B. Yvonne Clayton		X	X		
Council Member Jesse Kendle	X		X		
Deputy Mayor Amy Quinn			X		
Mayor John Moor					

2016-414 Resolution of the City of Asbury Park Making Application to the Local Finance Board Seeking Authorization for not to Exceed \$17,500,000 Redevelopment Area Bonds to Finance the Construction and Installation of Certain Infrastructure Improvements within a Portion of the Asbury Park Waterfront Redevelopment Area Pursuant To N.J.S.A. 40A:12A-29(A)(3) and N.J.S.A. 40A:12A-67

Resolution # 2016-414

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

RESOLUTION OF THE CITY OF ASBURY PARK MAKING APPLICATION TO THE LOCAL FINANCE BOARD SEEKING AUTHORIZATION FOR NOT TO EXCEED \$17,500,000 REDEVELOPMENT AREA BONDS TO FINANCE THE CONSTRUCTION AND INSTALLATION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS WITHIN A PORTION OF THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA PURSUANT TO N.J.S.A. 40A:12A-29(A)(3) AND N.J.S.A. 40A:12A-67

WHEREAS, the City of Asbury Park (the “City”) desires to make application to the Local Finance Board with respect to a proposed bond resolution authorizing the issuance of not to exceed \$17,500,000 redevelopment area bonds (the “Bonds”), which Bonds shall be used to finance the construction and installation of certain infrastructure improvements within a portion of the Asbury Park Waterfront Redevelopment Area (the “Infrastructure Project”), and a special assessment agreement with respect to same, all pursuant to the Redevelopment Area Bond Financing Law (N.J.S.A. 40A:12A-64 *et seq.*) (the “RAB Law”), N.J.S.A. 40A:12A-29(a)(3) and any other law of the State of New Jersey necessary to issue and delivery said Bonds; and

WHEREAS, the Bonds will be secured by special assessments paid by redevelopers, which payments shall be pledged and assigned by the City to secure the Bonds; and

WHEREAS, any financial instrument such as the Bonds proposed herein which are secured in whole or in part by payments of special assessments shall be subject to the review and approval of the Local Finance Board within the New Jersey Department of Community Affairs (the “Board”) pursuant to the RAB Law; and

WHEREAS, the City believes that:

- (a) it is in the public interest to accomplish such purpose; and
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the local unit or units; and
- (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant; and
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the local unit or units and will not create an undue financial burden to be placed upon the local unit or units; and
- (e) the implementation of the Infrastructure Project is in the best interests of the City and its residents,

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

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. APPLICATION TO LOCAL FINANCE BOARD APPROVED

- (a) The application to the Local Finance Board is hereby approved, and the City's bond counsel, Archer & Greiner, P.C., and special counsel, McManimon, Scotland & Baumann, LLC,

along with other representatives of the City, are hereby authorized to prepare and submit the above-referenced application.

(b) The Clerk is hereby directed to prepare and file a copy of this Resolution with the Local Finance Board as part of such application.

(c) The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as the same may be required by law.

(d) The City's Mayor, Manager or Chief Financial Officer are each hereby authorized and directed to determine all matters in connection with the Bonds and the project associated with same not determined by this or a subsequent resolution, all in consultation with Bond Counsel or Special Counsel, and the manual or facsimile signature of the City's Mayor, City Manager or Chief Financial Officer upon any documents shall be conclusive as to all such determinations. The City's Mayor, Manager, Chief Financial Officer, Clerk and any other City Representative, including but not limited to, Bond Counsel or Special Counsel, are each hereby authorized and directed to take such actions or refrain from such actions as are necessary to consummate the transaction contemplated by the City's issuance of the Bonds and the undertaking of the project associated with same, and any and all such actions or inactions taken by the aforesaid City Representatives heretofore are hereby ratified and confirmed, *nunc pro tunc*.

III. SEVERABILITY

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

IV. AVAILABILITY OF THE RESOLUTION

A copy of this resolution shall be available for public inspection at the offices of the City.

V. EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.

	MOTION	SECOND	AYES	NAYES	ABSTAIN
Council Member Eileen Chapman	X		X		
Council Member B. Yvonne Clayton			X		
Council Member Jesse Kendle		X	X		
Deputy Mayor Amy Quinn			X		
Mayor John Moor			X		

K. Ordinances:

1. Introduction:

2016-42 An Ordinance Vacating a Portion of Lee's Lane Right of Way, Asbury Park, New Jersey

	MOTION	SECOND	AYES	NAYES	ABSTAIN
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Council Member Eileen Chapman			X		
Council Member B. Yvonne Clayton			X		
Council Member Jesse Kendle	X		X		
Deputy Mayor Amy Quinn		X	X		
Mayor John Moor			X		

Public hearing is scheduled for October 26, 2016.

- 2016-43 An Ordinance Amending an Ordinance Entitled ‘Streets, Sidewalks and Sidewalk Signs; Work within City Right-of-Way Areas’ Chapter 16-1 of the Revised General Ordinances of the City of Asbury Park, Monmouth County, and State Of New Jersey

	MOTION	SECOND	AYES	NAYES	ABSTAIN
Council Member Eileen Chapman	X		X		
Council Member B. Yvonne Clayton		X	X		
Council Member Jesse Kendle			X		
Deputy Mayor Amy Quinn			X		
Mayor John Moor			X		

Public hearing is scheduled for October 26, 2016.

- 2016-44 Approving and Adopting an Amendment to the Central Business District Redevelopment Plan Relating to the Sections Titled Parking and Circulation, Cookman Avenue Retail Core and to Implementation of Redevelopment Plan

City Attorney Raffetto explained that the ordinance was referred to the planning board for review and recommendations as to whether the proposed amendments to the CBD plan are consistent with the Master Plan. Although the planning board does not recommend Exhibit “C” as expressed in the board’s resolution, the Council can still adopt the amendment as a resolution with a vote of the full majority and reasons stated on the record.

The Municipal Council moved to pass all the proposed Exhibits of the CBD plan and expressed that they believed that all the amendments were in agreement with the Asbury Park Master Plan.

	MOTION	SECOND	AYES	NAYES	ABSTAIN
Council Member Eileen Chapman		X	X		
Council Member B. Yvonne Clayton			X		
Council Member Jesse Kendle	X		X		
Deputy Mayor Amy Quinn			X		
Mayor John Moor			X		

Public hearing is scheduled for October 26, 2016.

- 2016-45 Ordinance of the City of Asbury Park Authorizing the Execution of a Financial Agreement with AP Block 176 Venture Urban Renewal LLC and Granting a Tax Exemption

	MOTION	SECOND	AYES	NAYES	ABSTAIN
Council Member Eileen Chapman		X	X		

Council Member B. Yvonne Clayton	X		X		
Council Member Jesse Kendle			X		
Deputy Mayor Amy Quinn			X		
Mayor John Moor			X		

Public hearing is scheduled for November 9, 2016.

- 2016-46 An Ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements on Block 4002, Lot 1 within the Asbury Park Waterfront Redevelopment Area and Establishing a Mechanism for Payment of the Cost Thereof

	MOTION	SECOND	AYES	NAYES	ABSTAIN
Council Member Eileen Chapman			X		
Council Member B. Yvonne Clayton		X	X		
Council Member Jesse Kendle			X		
Deputy Mayor Amy Quinn	X		X		
Mayor John Moor			X		

Public hearing is scheduled for November 9, 2016.

Public Hearing/Adoption:

- 2016-39 An Ordinance Amending and Supplementing Chapter XX “Environmental Regulations”, by Adding Subsection 20-1.7 “Private Catch Basin Retrofitting” of the “Revised General Ordinances of the City of Asbury Park, New Jersey

**Asbury Park, New Jersey
ORDINANCE NO. 2016-39**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XX
“ENVIRONMENTAL REGULATIONS”, BY ADDING SUBSECTION 20-1.7 “PRIVATE
CATCH BASIN RETROFITTING” OF THE “REVISED GENERAL ORDINANCES OF
THE CITY OF ASBURY PARK, NEW JERSEY**

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, by adding subsection 20-1.7 “Private Catch Basin Retrofitting” as follows:

20-1.7 PRIVATE CATCH BASIN RETROFITTING

PURPOSE

An ordinance requiring the retrofitting of existing storm drain inlets which are in direct contact with repaving, repairing, reconstruction, or resurfacing or alterations of facilities on private property, to prevent the discharge of solids and floatables (such as plastic bottles, cans, food wrappers and other litter) to the municipal separate storm sewer system(s) operated by the City of

Asbury Park so as to protect public health, safety and welfare, and to prescribe penalties for the failure to comply.

DEFINITIONS

For the purpose of this ordinance, the following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

- A. Municipal separate storm sewer system (MS4)—a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) that is owned or operated by the City of Asbury Park or other public body, and is designed and used for collecting and conveying stormwater.
- B. Person—any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

Storm Drain Inlet—an opening in a storm drain used to collect stormwater runoff and includes, but is not limited to, a grate inlet, curb-opening inlet, slotted inlet, and combination inlet.

Waters of the State—means the ocean and its estuaries, all springs, streams and bodies of surface or ground water, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

PROHIBITED CONDUCT

No person in control of private property (except a residential lot with one single family house) shall authorize the repaving, repairing (excluding the repair of individual potholes), resurfacing (including top coating or chip sealing with asphalt emulsion or a thin base of hot bitumen), reconstructing or altering any surface that is in direct contact with an existing storm drain inlet on that property unless the storm drain inlet either:

Already meets the design standard below to control passage of solid and floatable materials; or

Is retrofitted or replaced to meet the standard in Section IV below prior to the completion of the project.

DESIGN STANDARD

Storm drain inlets identified in Prohibited Conduct above shall comply with the following standard to control passage of solids and floatable materials through storm drain inlets. For purposes of this paragraph, “solid and floatable materials” means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see subparagraph 3 below.

Design engineers shall use either of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:

The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines (April 1996); or

A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater basin floors.

Whenever design engineers use a curb-opening inlet, the clear space in that curb opening (or each individual clear space, if the curb opening has two or more clear spaces) shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.

This standard does not apply:

Where the municipal engineer agrees that this standard would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets that meet these standards;

Where flows are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:

A rectangular space four and five-eighths inches long and one and one-half inches wide (this option does not apply for outfall netting facilities) or

A bar screen having a bar spacing of 0.5 inches.

Where flows are conveyed through a trash rack that has parallel bars with one-inch (1") spacing between the bars; or

Where the New Jersey Department of Environmental protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

ENFORCEMENT

This ordinance shall be enforced by the following Departments within the City of Asbury Park: Police, Fire, Public Works, and Code Enforcement.

PENALTIES

Violations and penalties. Any person who violates any provision of this section shall, upon conviction thereof, be liable to the penalties provided by Chapter I, Section 1-5 for each storm drain inlet that is not retrofitted to meet the design standard.

SEVERABILITY

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

Motion made by Council Member Chapman and seconded by Council Member Clayton to open the meeting to the public. All were in favor. Rita Marano requested that the ordinance be explained. Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close the public portion of the meeting. All were in favor.

Motion to adopt Ordinance 2016-39.

	MOTION	SECOND	AYES	NAYES	ABSTAIN
Council Member Eileen Chapman		X	X		
Council Member B. Yvonne Clayton	X		X		
Council Member Jesse Kendle					X
Deputy Mayor Amy Quinn			X		
Mayor John Moor			X		

2016-40 Bond Ordinance Providing for Various Communication System Improvements, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey; Appropriating \$1,500,000 Therefor and Authorizing the Issuance of \$1,428,571 Bonds or Notes of the City to Finance Part of the Cost Thereof

Motion to table Ordinance 2016-40.

	MOTION	SECOND	AYES	NAYES	ABSTAIN
Council Member Eileen Chapman			X		
Council Member B. Yvonne Clayton		X	X		
Council Member Jesse Kendle			X		
Deputy Mayor Amy Quinn	X		X		
Mayor John Moor			X		

2016-41 Authorizing the City of Asbury Park to Convey a Perpetual Staging Area Easement and Right-Of-Way Over the Property Located at Block 4402, Lot 1 to the State of New Jersey (Department of Environmental Protection), and to Execute Necessary Documents in Connection Therewith, in Order to Facilitate the Proposed Wesley Lake Stormwater Outfall Repair Project

**Asbury Park, New Jersey
ORDINANCE NO. 2016-41**

**AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY A PERPETUAL
STAGING AREA EASEMENT AND RIGHT-OF-WAY OVER THE PROPERTY
LOCATED AT BLOCK 4402, LOT 1 TO THE STATE OF NEW JERSEY
(DEPARTMENT OF ENVIRONMENTAL PROTECTION),
AND TO EXECUTE NECESSARY DOCUMENTS IN CONNECTION THEREWITH,
IN ORDER TO FACILITATE THE PROPOSED
WESLEY LAKE STORMWATER OUTFALL REPAIR PROJECT.**

WHEREAS, the City of Asbury Park (the “City”) is the owner of certain land situated in the City which is more particularly known and designated as Block 4402, Lot 1 on the Tax Map of the City (the “Property”), which property is located immediately adjacent to the Wesley Lake; and

WHEREAS, in order to facilitate a proposed stormwater outfall repair of the Wesley Lake (the “Project”), it is necessary for the City to dedicate a perpetual staging area easement and right-of-way over the Property to the State of New Jersey (Department of Environmental Protection), for the construction access and staging area necessary for initial construction, and subsequent renourishment projects to be performed, in connection with this undertaking; and

WHEREAS, the terms and conditions associated with this undertaking are set forth in a proposed Deed of Dedication and Perpetual Staging Area Easement (the “Easement”), a copy of which is attached hereto and made a part hereof; and

WHEREAS, pursuant to the New Jersey “Local Lands and Buildings Law,” N.J.S.A. 40A:12-1, et seq., a municipality may convey any interest in land to any political subdivision, agency, department, commission, board or body corporate and politic of the State of New Jersey through a private sale, which may be for nominal consideration, through the adoption of an Ordinance [N.J.S.A. 40A:12-13(b)(1)]; and

WHEREAS, the Mayor and Council of the City of Asbury Park wish to authorize the appropriate City officials to execute the attached Easement (or one which is substantially similar thereto and which meets with the approval of the City Attorney and City Engineer), along with any and all other necessary documents, in order to authorize the conveyance of land referenced herein to the State of New Jersey (Department of Environmental Protection) in order to facilitate the Project.

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

1. That, pursuant to the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., and specifically N.J.S.A. 40A:12-13(b)(1), the City is hereby authorized to convey the above-referenced perpetual staging area easement and right-of-way over the Property to the State of New Jersey (Department of Environmental Protection), in order to facilitate the Project. A copy of the proposed Easement is attached hereto and made a part hereof (a copy is on file and available for review with the Asbury Park City Clerk’s office).

2. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Easement between the City and the State of New Jersey, or one which is substantially similar thereto and meets with the approval of the City Attorney and City Engineer, along with any and all other necessary documents, in order to authorize the conveyance of the land referenced herein.
3. That, following final execution, the Easement shall be recorded with the Monmouth County Clerk's office.
4. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.
5. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
6. That this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

Motion made by Council Member Chapman and seconded by Council Member Clayton to open the meeting to the public. All were in favor. Michelle McGuire requested explanation of the ordinance. Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close the public portion of the meeting. All were in favor.

Motion to adopt Ordinance 2016-41.

	MOTION	SECOND	AYES	NAYES	ABSTAIN
Council Member Eileen Chapman	X		X		
Council Member B. Yvonne Clayton			X		
Council Member Jesse Kendle		X	X		
Deputy Mayor Amy Quinn			X		
Mayor John Moor			X		

The meeting was adjourned.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



RESOLUTION NO. 2016-416

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

SPECIAL EVENT RESOLUTION

WHEREAS, at work session meeting of the Mayor and Council held on October 26, 2016 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Jersey Shore Rescue Mission Coat Give-Away and Thanksgiving Meal.

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

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

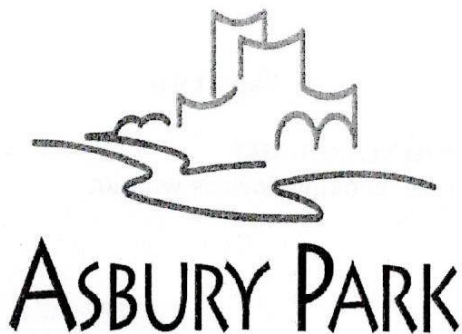
I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-416 which was finally adopted by the City Council at a meeting held on the 26th day of October, 2016

CERTIFIED BY ME THIS DAY OF , .

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-416						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	John Moor	Voter	☒	☐	☐	☐
	Amy Quinn	Mover	☒	☐	☐	☐
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐

	Jesse Kendle	Voter	☒	☐	☐	☐
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SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: Jersey Shore Rescue Mission - Annual Coat Give-away & Thanksgiving Meal

DATE(S): November 19, 2016

Rain Date: None

HOURS OF EVENT: From 8:00am To: 4:00pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Sewall Avenue on the side of the mission building at the corner of Memorial Drive

Name of Applicant/Organization: Jersey Shore Rescue Mission

Address: 701 Memorial Drive, Asbury Park, NJ 07712

Contact: Phil Richards

Phone: 732-361-7362

Fax: 732-361-8194

Email: prichards@jsrescue.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Holiday Express will be sponsoring the event with JSRM to provide winter coats for the needy along with serving a Thanksgiving meal. Live music will be provided by Holiday Express as well as catered food. A 30' x 60' tent will be set up with tables and chairs.

*sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No _____ If yes, please explain No liquor but food will be catered – cooking devices will not be used

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100

ADMISSION CHARGE? YES _____ NO X **IF YES, HOW MUCH** _____

VENDOR CHARGE? YES _____ NO X **IF YES, HOW MUCH** _____

WILL YOU REQUIRE A STREET CLOSING? YES X NO _____ **Please Give Details:** Close the corner of Sewall Avenue and Memorial Drive as was done last year for this event. This will not interfere with local businesses.

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Trash removal will be done by mission staff as well as security.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Putting up barricades and taking them down.

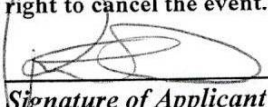
***NOTE:** There will be charges for all city services provided. Refer to the attached fee schedule.*

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.


Signature of Applicant

10/7/16
Date

Phillip Richards
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ 300.00 Total Fees Collected \$ 50.00

ASBURY PARK SPECIAL EVENT FEE SCHEDULE- Revised November 25, 2015



RESOLUTION NO. 2016-417

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

RESOLUTION AUTHORIZING THE PAYMENT OF PAYROLL IN THE AMOUNT OF \$939,995.26

WHEREAS, the DATE payroll in the amount of \$939,995.26, has been approved by the Chief Financial Officer and has subsequently been audited and found correct; and

BE IT RESOLVED, that the payroll payable totaling \$939,995.26 is hereby authorized to be paid, and;

BE IT FURTHER RESOLVED, that proper officers are hereby authorized to execute payment of said payroll.

I, CINDY A. DYE, 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. 2016-417 which was finally adopted by the City Council at a meeting held on the 26th day of October, 2016

CERTIFIED BY ME THIS 27th DAY OF October, 2016.

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-417						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Adopted	John Moor	Voter	☒	☐	☐	☐
☐ Adopted as Amended	Amy Quinn	Mover	☒	☐	☐	☐
☐ Defeated	Eileen Chapman	Voter	☒	☐	☐	☐
☐ Tabled	Yvonne Clayton	Seconder	☒	☐	☐	☐
☐ Withdrawn	Jesse Kendle	Voter	☒	☐	☐	☐



RESOLUTION NO. 2016-418

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

**REFUND OF TAX OVERPAYMENT (501 GRAND AVENUE, UNIT 101, BLOCK 3208
LOT 5**

WHEREAS: The Tax Collector was notified by Bridgmen Holdings, Inc., owner of the property located at 501 Grand Avenue, Unit 101, Block 3208 Lot 5 that a discrepancy exists between the billing from New Jersey American Water Company and the City of Asbury Park for water and sewer consumption, account 10564753-0; and

WHEREAS, it was made certain that New Jersey American Water Company re-billed for 3,107,000 gallons due to a cancel rebill which the City of Asbury Park uploaded and billed for at a rate of \$12,894.05 for 2013 -2016; and

WHEREAS, it has been determined by the City of Asbury Park Sewer Department that the reading from New Jersey American Water Company was previously billed and satisfied and should be billed for 225,000 gallons of usage at the of 933.75; and

WHEREAS, it was made certain that New Jersey American Water Company billed for an erroneous amount and should have billed for \$114.58 (times the rate of \$4.15 per 1,000 gallons and demand charges in the amount of \$80.00) at the rate of \$34.58 plus \$80.00; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit the sewer account # 10564753-0 for the 2016 4th QTR sewer billing in the amount of \$114.58 per unit for 225,000 gallons (for 27 units) and adjust each account to reflect the new amount of \$114.58.

I, CINDY A. DYE, 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. 2016-418 which was finally adopted by the City Council at a meeting held on the 26th day of October, 2016

CERTIFIED BY ME THIS DAY OF , .

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-418						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	John Moor	Voter	☒	☐	☐	☐
	Amy Quinn	Mover	☒	☐	☐	☐
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐



RESOLUTION NO. 2016-419

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

RESOLUTION TO CREDIT SEWER ACCOUNT (1403 ½ MATTISON AVENUE, BLOCK 1003 LOT 36)

WHEREAS: The Tax Collector was notified by Ms. Myra Campbell, owner of the property located at 1403 ½ Mattison Avenue, Block 1003 Lot 36 that a discrepancy exists between the billing from New Jersey American Water Company and the City of Asbury Park for water and sewer consumption, account 10401002-2; and

WHEREAS, it was made certain that New Jersey American Water Company erroneously billed for 9,000 gallons for June, July & August 2016, causing the City of Asbury Park to bill for to same which resulted in a bill for \$117.35; and

WHEREAS, it has been determined by New Jersey American Water Company and the City of Asbury Park Sewer Department that the reading from New Jersey American Water Company should have billed for 5,000 gallons at a rate of \$20.75.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit the sewer account # 10401002-2 for the 2016 4th QTR sewer billing in the amount of \$100.75 for 5,000 gallons (times the rate of \$4.15 per 1,000 gallons plus the demand charge of \$80.00).

I, CINDY A. DYE, 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. 2016-419 which was finally adopted by the City Council at a meeting held on the 26th day of October, 2016

CERTIFIED BY ME THIS DAY OF , .

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-419						
☒ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended	John Moor	Voter	☒	☐	☐	☐
☐ Defeated	Amy Quinn	Mover	☒	☐	☐	☐

☐ Tabled	Eileen Chapman	Voter	☒	☐	☐	☐
☐ Withdrawn	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐



RESOLUTION NO. 2016-420

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

RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AUTHORIZING A REFUND DUE OF OVERPAYMENT PAYMENT

WHEREAS, the Tax Collector has requested authorization to issue a refund of an overpayment requested from and made by Wells Fargo, who has provided required proof of payments; and

WHEREAS, the Tax Collector has requested to refund on Block 3703 Lot 3.31 Qualification C0302, property address is 300 Cookman Avenue, Unit 302 and assessed to William R. Rossi & Toni Plantamura, in the amount of \$2,578.19 for 2016 overpaid 4th quarter taxes.

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

1. The Mayor and City Council do hereby authorize the Tax Collector for the City of Asbury Park to refund \$2,578.19 for 2016 overpaid 4th quarter taxes to Wells Fargo.
2. A certified copy of this resolution shall be forwarded to the Tax Collector and CFO of City of Asbury Park.

I, CINDY A. DYE, 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. 2016-420 which was finally adopted by the City Council at a meeting held on the 26th day of October, 2016

CERTIFIED BY ME THIS DAY OF , .

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-420						
☒ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended						

☐ Defeated ☐ Tabled ☐ Withdrawn	John Moor	Voter	☒	☐	☐	☐
	Amy Quinn	Mover	☒	☐	☐	☐
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐



RESOLUTION NO. 2016-421

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

**RESOLUTION APPROVING 2016-2017 ALCOHOLIC BEVERAGE CONTROL
LICENSE FOR ASBURY MUSIC COMPANY A/K/A THE SAINT IN THE CITY OF
ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY**

WHEREAS, an applications have heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-009-007 Asbury Music Company; and

WHEREAS, due to certain circumstances the Asbury Music Company was unable to renew their 2016-2017 by July 1, 2016, which circumstances have been resolved; and

WHEREAS, the Asbury Music Company has received Ad Interim permits through the New Jersey State Division of Alcoholic Beverage Control from July 1, 2016 through present day; and

WHEREAS, the Chief of Police has reviewed said applications and recommends renewal without reservation; and

WHEREAS, the applications appear to be in proper form, subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2016 until June 30, 2017, is hereby renewed:

1303-33-009-007 Asbury Music Company a/k/a/ The Saint 601 Main Street

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, CINDY A. DYE, 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. 2016-421 which was finally adopted by the City Council at a meeting held on the 26th day of October, 2016

CERTIFIED BY ME THIS DAY OF , .

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-421						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	John Moor	Voter	☒	☐	☐	☐
	Amy Quinn	Mover	☒	☐	☐	☐
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐



RESOLUTION NO. 2016-422

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

RESOLUTION ACCEPTING MENTAL HEALTH GRANT

WHEREAS, The City of Asbury Park has received a continuation grant from the State of New Jersey, Department of Human Services, Division of Mental Health Services in the amount of \$114,972.00 For the provision of mental health and system advocacy services to the residents of Asbury Park for the period January 1, 2017 through December 31, 2017.

BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park hereby authorize the City Manager and The Acting Director of Community Relations & Social Services to accept this continuation funding for the Asbury Park Department of Social Services from the New Jersey, Department of Human Services, Division of Mental Health Services.

BE IT FURTHER RESOLVED that the City Manager, as Chief Operating Officer of the City of Asbury Park is hereby authorized to sign a contract between the City of Asbury Park and the State of New Jersey Department of Human Services, Division of Mental Health Services to accept said grant for a contract period beginning January 1, 2017 and terminating on December 31, 2017.

I, CINDY A. DYE, 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. 2016-422 which was finally adopted by the City Council at a meeting held on the 26th day of October, 2016

CERTIFIED BY ME THIS DAY OF , .

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-422						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	John Moor	Voter	☒	☐	☐	☐
	Amy Quinn	Mover	☒	☐	☐	☐
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐

N. J. DIVISION OF MENTAL HEALTH SERVICES
FUNDING AWARD FOR CALENDAR YEAR 2017

1.J.7.a

(as revised 8-11-2016)

AGENCY:	CITY OF ASBURY PARK
CONTRACT NUMBER:	20208
CONTRACT PROGRAMS:	ADULT SUPPORT SERVICES
DMHS AWARD FOR CY 2017:	\$114,972

	<u>CY 2016</u>	<u>CY 2017</u>
MARCH 2016 CONTRACT BASE:	\$114,972	\$114,972
ADD: DMHS COST-OF-LIVING ADJUSTMENT (a)	N/A	N/A
	<u> </u>	<u> </u>
CY 2016 & PLANNED CY 2017 AWARDS:	\$114,972	\$114,972

Attachment: Mental Health Award Letter 2017 20208 (2016-422 : Mental Health Grant)

(a) The State Budget for SFY 2017 does not provide for a cost-of-living adjustment (COLA).



RESOLUTION NO. 2016-423

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

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2016 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159)**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount,

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2016 in the sum of \$16,736.03 Which is now available from the Division of Criminal Justice.

BE IT FURTHER RESOLVED, that a like sum of \$16,736.03 Is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Body Armor Grant - \$16,736.03

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

I, CINDY A. DYE, 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. 2016-423 which was finally adopted by the City Council at a meeting held on the 26th day of October, 2016

CERTIFIED BY ME THIS DAY OF , .

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-423						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	John Moor	Voter	☒	☐	☐	☐
	Amy Quinn	Mover	☒	☐	☐	☐
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐



RESOLUTION NO. 2016-424

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

ACKNOWLEDGING AND ACCEPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE STATE OF NEW JERSEY DIVISION OF LOCAL GOVERNMENT SERVICES FOR TRANSITIONAL AID

WHEREAS, the City of Asbury Park (the “City”), has submitted an application to the State of New Jersey Division of Local Government Services (“DLGS”) for transitional aid funding; and

WHEREAS, the DLGS has determined that an award of \$1,000,000.00 in transitional aid funding to the City is appropriate, subject to certain conditions; and

WHEREAS, one of the conditions is for the City to acknowledge and accept a Memorandum of Understanding (“M.O.U.”) which sets forth all of the terms and conditions associated with the distribution of said transitional aid funding to the City by the DLGS; and

WHEREAS, a copy of the proposed M.O.U. is attached hereto and made a part hereof.

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

1. That the City hereby acknowledges and accepts the attached M.O.U., and the City hereby agrees to abide by the terms and conditions stated therein.
2. That the Mayor and City Manager are hereby authorized to execute, and the City Clerk to attest, the attached M.O.U. on behalf of the City.
3. That a certified copy of this Resolution, along with the attached M.O.U. shall be provided to each of the following:
 - a. Director, Division of Local Government Services
 - b. George Haeuber, State Fiscal Monitor
 - c. Michael Capabianco, City Manager
 - d. JoAnn Boos, CMFO
 - e. David Kaplan, CPA, RMA, City Auditor
 - f. Frederick C. Raffetto, Esquire, City Attorney

I, CINDY A. DYE, 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. 2016-424 which was finally adopted by the City Council at a meeting held on the 26th day of October, 2016

CERTIFIED BY ME THIS DAY OF , .

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-424						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	John Moor	Voter	☐	☒	☐	☐
	Amy Quinn	Seconder	☒	☐	☐	☐
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Mover	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐

MEMORANDUM OF UNDERSTANDING

Setting forth minimum conditions on the receipt of 2016 Calendar Year Transitional Aid to Localities

City of Asbury Park, County of Monmouth, New Jersey

WHEREAS, after reviewing an application submitted by the City of Asbury Park, County of Monmouth, New Jersey (the "Municipality"), the Director of the Division of Local Government Services (the "Director") has determined that the Municipality is in serious fiscal distress and an award of \$1,000,000 of Transitional Aid to Localities ("Transitional Aid") is appropriate, all in accordance with the criteria set forth in P.L. 2016, c.10 (the "State Budget"); and

WHEREAS, the State Budget and P.L. 2011, c.144 condition Transitional Aid on requirements, orders, and oversight that the Director deems necessary including, but not limited to, requiring approval by the Director of personnel actions, professional services and related contracts, payments in lieu of tax agreements, acceptance of grants from State, Federal or other organizations, and the creation of new or expanded public services;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- (1) This Memorandum of Understanding (the "Memorandum") sets forth the minimum conditions, requirements, orders, and oversight required as a condition of receiving Transitional Aid; and
- (2) The Municipality shall comply with the conditions set forth below in addition to all laws, regulations, Local Finance Notices, and any government, administrative and oversight measure necessary for the fiscal recovery of the Municipality as the Director may order from time to time pursuant to the State Budget or any other law.

Definitions

As used herein the following words have the following definitions, unless the context otherwise indicates:

1. "Municipality" means: City of Asbury Park, in the County of Monmouth, New Jersey.
2. "Director" means: Director of the Division of Local Government Services.
3. "DLGS" means: Division of Local Government Services.
4. "Transitional Aid" means: Transitional Aid to Localities.
5. "State Budget" means: P.L. 2016, c. 10.
6. "Memorandum" means: Memorandum of Understanding.

7. “State Fiscal Oversight Officer” means: Fiscal Monitor and/or the Director’s designee.
8. “CMPTRA” means: Consolidated Municipal Property Tax Relief Aid.
9. “PILOT” means: Payment in Lieu of Taxes.

List of Attachments

Attachment A	Request for Approval for Employees Requiring Advice and Consent of Governing Body
Attachment B	Request for Approval for Senior Level Employees or Confidential Employees
Attachment C	Request for Employment Approval
Attachment D	Contract Request Form
Attachment E	Creation/Extension of Services Form
Attachment F	Out of State & Overnight Travel Request Form
Attachment G	Grant Approval Form
Attachment H	Bond Ordinance or Contract Request Form
Attachment I	“Best Price Insurance Contracting” Model Ordinance
Attachment J	Model Letter to Collective Bargaining Units and Arbitrators for Municipalities that Use the State Health Benefits Plan
Attachment K	Model Letter to Collective Bargaining Units and Arbitrators for Municipalities that Do Not Use the State Health Benefits Plan
Attachment L	Tax Exemption and Abatement Report
Attachment M	Termination or Suspension without Pay Form
Attachment N	Waiver Approvals List

Implementing Provisions and Flexibility

The Director shall be represented by an assigned DLGS State Fiscal Oversight Officer and/or any other person or persons designated by the Director who shall be authorized from time to time to act on the Director's behalf as State Fiscal Oversight Officer.

All requests, questions, issues and submission of any attachment referenced above, shall be first addressed to the State Fiscal Oversight Officer by contacting such person(s) at the DLGS. The Municipality shall provide reasonable office space, as needed, so that the State Fiscal Oversight Officer may conduct business within the municipality. Additionally, the Municipality shall provide the State Fiscal Oversight Officer with requested documents and records and shall allow him or her to meet with the Business Administrator, Chief Financial Officer, Registered Municipal Clerk, Tax Collector and any other department heads or supervisors. Additionally, the State Fiscal Oversight Officer shall be provided immediate access to view information on the Municipality's accounting system upon request.

Submission of a Transition Plan / Application for Shift in Portion of Transitional Aid to Consolidated Municipal Property Tax Relief Aid (“CMPTRA”)

The Municipality shall submit a plan on or before December 31, 2016 detailing how it intends to reduce its reliance on Transition Aid (the “Transition Plan”). The Transition Plan may include a request to shift a portion of the award received in CY 2016 to an increase in regularly recurring State aid payments (CMPTRA.). Such a request will be reviewed by the Division.

In no case shall the Transition Plan provide for a phase out of the aid over a period of more than two years. The Transition Plan must set forth reasonable efforts to reduce or restrain costs in the CY2017 Budget. The Transition Plan shall discuss initiatives to bring structural balance to the Municipality’s finances and shall include, but not be limited to, all of the following:

- An acknowledgement that the Municipality needs to reduce its reliance on Transitional Aid; and
- Efforts to bring economic development to the Municipality; and
- A plan to constrain or reduce staffing costs through aggressive collective negotiation agreements, attrition, consolidations, restructuring, or other personnel actions; and
- A plan to eliminate, reduce or constrain the costs of non-essential and low-priority services and activities; and
- A plan to maximize recurring revenues, including, as appropriate: updating fees, fines and penalties; maximizing enforcement of delinquencies; and selling surplus land and property; and
- A plan to address findings contained in various audits, investigations, and reports with respect to the Municipality, including municipal audits, applicable State Comptroller and State Auditor reports and audits, federal program audits, and other audits as identified by the Director

Authorities, Boards and Commissions

The Municipality shall enter into a Memorandum with all Boards, Agencies, Authorities or Commissions including, but not limited to, Historic Preservation Commission, Parking Authority, Housing Authority, Planning Boards, Zoning Boards, Alcohol Beverage Control Board, and the Redevelopment Agencies (collectively “entities”). The purpose of the Memorandum will be to have the “entities” agree to conduct ethics training, meet financial disclosure requirements and adhere to best practices, as to governance and procurement. Additionally, all entities must comply with the Local Public Contracts Law, state and local affirmative action regulations and laws, and statutory “pay to play” requirements to the extent applicable to each entity. Furthermore, all such entities of the Municipality shall collaboratively work together to advance the vision and mission of the Municipality. The term of the Memorandum shall cover each year that the Municipality receives Transitional Aid.

Restrictions on Hiring

1. **Hiring Employees Requiring Governing Body Advice and Consent.** A "Request to Hire Employees Requiring Governing Body Advice and Consent Waiver Form" (Attachment A) shall be completed and submitted to the Director through the State Fiscal Oversight Officer prior to the Municipality advancing any candidate to the governing body for advice and consent. Senior level and confidential employees typically requiring Governing Body advice and consent may include but are not necessarily limited to city manager, business administrator, chief of staff, department directors (including the chief financial officer who is also the director of finance), municipal judges, the police chief, the fire chief, the tax assessor and the tax collector. The Municipality shall not submit the candidate to the governing body for advice and consent until DLGS has indicated it has completed a preliminary review of the candidate. Thereafter, the governing body may hold a meeting to consider its advice and consent. The Municipal Clerk shall return the waiver form indicating the results of said meeting. Upon its receipt of the waiver form, DLGS will make a final determination concerning approval or disapproval of the candidate. The Municipality shall not hire the candidate until it receives DLGS final written approval. Resumes must be submitted for each candidate being considered for employment with an annual salary in excess of \$37,500.

2. **Hiring Senior Level and Confidential Employees Not Requiring Governing Body Advice and Consent.** A "Request to Hire Senior Level and Confidential Employees Not Requiring Governing Body Advice and Consent Waiver Form" (Attachment B) shall be completed and submitted to the Director prior to the Municipality hiring any such candidate for employment. (Senior Level and Confidential Employees shall include, but not be limited to: the City Manager, Business Administrator, Chief of Staff, Chief Financial Officer, Tax Collector, Chief of Police, Chief of Fire, Department Head, Division Director, and any aides to the Mayor or governing body, regardless of job title.) Any such senior level and confidential employees requiring advice and consent shall be subject to the approval process in #1, above. Nothing herein shall alter any State or municipal laws governing the necessity to obtain advice and consent. The Municipality shall not hire the candidate until it receives final written approval from DLGS. Resumes must be submitted for each candidate being considered for employment with an annual salary in excess of \$37,500.

3. **Hiring All Employees Other Than Employees Requiring Governing Body Advice and Consent or Senior Level and Confidential Employees.** A "Request to Hire Employee Waiver Form" (Attachment C) shall be completed and submitted to the Director prior to the Municipality hiring any person who is not covered by either of the two processes described in the preceding paragraphs. Resumes must be submitted for each candidate being considered for employment with an annual salary in excess of \$37,500.

4. **Hiring part time, hourly and seasonal employees.** The hiring of part time, hourly and seasonal employees receiving no health benefits will be addressed by title in its entirety. The Municipality shall submit a Table of Organization and or request for the maximum number of employees in the title along with the budgetary impact for the title. DLGS will review the request and approve a total number of positions for that title for the purpose of hiring and replacing employees, as needed. Additionally, DLGS will review and approve the appropriate budgetary appropriation for said title. The Municipality must certify that the appropriate background checks were completed and remain in compliance with State and federal labor laws.

5. **Anti-Nepotism Policy.** The Municipality shall adopt and maintain an anti-nepotism policy. The policy should be reflected in the municipal personnel manual. Family members/relatives of municipal officials and employees may be eligible for employment with the Municipality only if individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise. The term "family member/relatives" should be defined to include but not necessarily be limited to spouses, children, siblings, parents, in-laws, and step-relatives. Current employees who marry will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest. Barring no conflicts of interest, the Municipality may "grandfather" employees from this policy that were hired prior to the date of the original Memorandum, with the understanding that if an employee is separated and re-hired, they must adhere to the new policy.

Restriction on Terminations and Suspensions without Pay

The Municipality shall be required to notify the State Fiscal Oversight Officer of a decision to terminate or suspend without pay any officer or employee or, request that an employee resign. No employee requiring governing body consent, the business administrator or a DLGS licensed official may be terminated by the Municipality or asked to resign without the Municipality first submitting a "Termination Form" (Attachment M) for approval to DLGS. The State Fiscal Oversight Officer in his or her sole discretion, shall be permitted to, but shall not be required to, prohibit or postpone such a termination for any the following reasons: retaining a qualified and conscientious employee; ensuring an appropriate transition to a qualified replacement; concerns that termination is not consistent with law. Prior approval to terminate an officer or employee is not needed upon an officer or employee being criminally convicted or indicted.

Restrictions on Longevity Pay, Assignment of Individuals in Acting Capacities, Overtime, Salary Increases, Promotions and Transfers

1. **Elimination of Ordinances Allowing for Future Increases in Longevity Pay or other Forms of Increases for Elected Officials and Non-Contractual Employees:** The Municipality shall immediately freeze supplemental pay provided to elected officials and non-contractual employees, including but not limited to "longevity pay" at the rates that existed prior to the effective date of this Memorandum (or in the case of a Municipality that received Transitional Aid or a State Loan from DLGS in CY 2014, prior to the effective date of the 2014 Memorandum). Stated differently, supplemental pay for elected officials and non-contractual employees shall not be increased on or after the effective date of this Memorandum (or the 2014 Memorandum if applicable). Any applicable ordinances and policies shall be amended accordingly.
2. **Assignment of Individuals to Acting Positions:** The Municipality shall not assign any person to work in an "acting capacity" in regard to positions permanently vacated through death, retirement, termination or resignation if the vacant position is covered by the process for either a "Request to Hire Employees Requiring Governing Body Advice and Consent Waiver Form" or a "Request to Hire Senior and Confidential Employees Not Requiring Governing Body Advice and Consent Waiver Form." In such cases, the process for assigning a person to work in an "acting capacity" shall follow the process for permanently filling the vacancy.
3. **Employee Primary Functions:** The Municipality shall prescribe all municipal employees service functions that directly relate to the service responsibilities of the department and division to which they are assigned. No municipal employee may have as their primary function the performance of union functions.
4. **Salary Restraints for Elected Officials and Non-Contractual Employees:** On and after the effective date of this Memorandum, the Municipality shall not increase the salaries or compensation of elected officials, non-contractual employees, and contractual employees who are not otherwise entitled to increases under the terms of a negotiated contract. Elected officials shall not be entitled to accrue sick or vacation time and shall not be entitled to receive payouts for said time.
5. **Overtime Compensation:** The Municipality shall not authorize any employee, including but not limited to any management employee, to earn or be paid for overtime unless Federal or State law expressly requires overtime to be earned or paid. Any applicable

ordinances and policies shall be amended accordingly. Elected officials are not eligible for overtime.

6. **Renewal, Extensions, and Changes to Individual Employment Contracts:** No new or renewed individual employment contracts, extension of terms of an individual employment contract, or any other change to an individual employment contract shall be executed without the prior written approval of the Director.
7. **Promotions, Transfers, and Title Changes:** Absent approval by DLGS, the Municipality shall not approve any promotions, transfers, and/or title changes resulting in a salary increase or other subsequent personnel actions including but not limited to “backfilling” unless required to do so by contractual obligations.
8. **Exceptions for Good Cause:** The Director may authorize salary increases or promotions for good cause upon the Municipality's written request. Good cause may include salary increases or promotions that are part of a plan to restructure personnel or service delivery in a manner that is intended to achieve cost reductions.
9. **Elected Officials:** The Municipality acknowledges it is inappropriate for an elected official to receive payment for vacation, sick, compensatory, or overtime relating to his or her elected position. To the extent any ordinance contains provisions expressly allowing for such forms of compensation to elected officials, the provisions shall be considered inoperative. Any such inoperative provisions remaining on the books shall be deleted by the governing body within 60 days of being notified by DLGS.
10. **Sick Time Policies:** The Municipality acknowledges it is inappropriate for employees to be rewarded for not being sick and shall adopt an ordinance disallowing compensation for unused sick time to the extent such an ordinance would not violate a contractual entitlement existing prior to enactment.
11. **Compensatory Time:** The Municipality acknowledges that compensatory time can be an appropriate means by which to manage human resources within flexible time schedules that may require work at unusual times, but should not be a form of compensation for employees whose positions require unusual work hours and who not

entitled by law or contract to receive pay for compensation time. Therefore, while the Municipality may establish compensatory time policies for such employees, the policies shall contain a requirement to "use it or lose it" quarterly.

- 12. Direct Deposit of Net Pay:** The Municipality shall adopt a resolution or ordinance requiring mandatory direct deposit of net pay for all employees. Exemptions may be granted for seasonal and temporary employees. Additional information regarding direct deposit can be found in LFN 2015-14 on the DLGS website at <http://www.nj.gov/dca/divisions/dlgs/lfns/15/2015-14.pdf>

Restrictions on Public Contracting

1. A "Contract Request Form" (Attachment D) shall be submitted to and approved by the Division prior to the Municipality authorizing the services of any consultant or professional, regardless of contract value, or any amendments with respect thereto. This condition applies to legal services, insurance brokerage services, risk management, grant writing, public relations, government affairs, engineering and public works, accounting and financial services, public safety and health services, management services, and without any exceptions, services of any type or description, regardless of contract value, that are procured as professional services and/or extraordinary unspecifiable services under the Local Public Contracts Law.
2. A Contract Request Form" (Attachment D) shall be submitted to and approved by the Director prior to the Municipality authorizing services of any kind that exceeds the bid limits of QPA (currently \$40,000) and non-QPA (currently \$17,500) municipalities. All contracts exempt from public bidding shall be procured pursuant to the "fair and open" process described in N.J.S.A. 19:44A-20.4 et seq., unless the Director approves an alternative procurement process that is necessary under the circumstances or that provides greater transparency and competition than the minimum requirements of the "fair and open" process.
3. The "Contract Request Form" shall be accompanied by the Request for Proposal, the list of all bidders and their bid amounts, and the evaluation memorandum or worksheet.
4. Unless ordered to the contrary, the Division's pre-approval is not required in cases where the Municipality intends to award a contract to a vendor that was approved by DLGS

during the previous budget year and if all of the following conditions are present: (i.) the Municipality has complied with this Memorandum and laws relating to the procurement process, and (ii.) the scope of services, rates (or total contract value), caps on payment, and other terms are the same or better than the previous budget year, and (iii.) any conditions imposed by DLGS in the previous year's approval are retained in FY 2016.

5. The Municipality may retain consultants and professionals without the Division's pre-approval in cases of emergency, provided however, that the engagement is promptly reported to the State Fiscal Oversight Officer, a Contract Request Form is submitted and the scope of the engagement is limited to meeting the requirements created by the emergency.
6. The Municipality shall include a disclosure form in their bid package for bidders to disclose any prior or pending ethics complaints against them or their company.
7. The Municipality shall include in each contract for professional services the requirement that each vendor provide monthly billing statements that include a brief statement showing the original amount of the Contract, any increases established by amendment to the Contract, the amount previously billed under the Contract, and the total amount of unbilled funds remaining available under the Contract, and the total amount of unbilled funds remaining available under the Contract after deduction of the most recent amount billed. A copy of each billing statement shall be made available to the State Fiscal Oversight Officer upon request.

Restrictions on Hiring Firms or Individuals to Perform Audit and Non-Audit Accounting Services

1. The Municipality's contracting agent shall use the Division's approved Request for Proposal package when procuring audit services (preparing the municipal audit) and when procuring non-audit accounting services (assisting with the development of the annual financial statement and/or municipal budget).
2. The Municipality shall establish an evaluation committee to review proposals received for these services, one of which members shall be the State Fiscal Oversight Officer or his/her designee (assigned from among DLGS staff).

3. The qualified person or firm that is engaged to perform audit services shall be ineligible to perform non-audit accounting services

Restrictions on Tax Exemptions and Abatements and the Collection of Related Payments in Lieu of Taxes

1. In no case shall a redeveloper agreement or PILOT payment schedule be approved by the governing body that requires an up-front, one-time, or short term payment that leaves the Municipality with a structural revenue loss in the ensuing year or later years without prior approval.
2. A "Contract Request Form" (Attachment D) shall be submitted to and approved by the Director prior to the Municipality authorizing any proposed PILOT Redevelopment Plan, or Redeveloper Agreement (or amendments thereto), or any ordinance authorizing same. The State Fiscal Oversight Officer shall meet with the Municipality and determine whether the development plan has been established through a reasonable process and that tax exemptions and PILOTs have been reviewed in the context of gap financing to ensure they are not being awarded without good cause. Such notification shall not be required when: (1) any proposed PILOT contained in the Redevelopment Plan or Redeveloper Agreement is allocated to the county, school district(s), and other applicable local government jurisdictions in the same proportion as ordinary taxes are allocated to those taxing district; (2) any amendment to a Redevelopment Plan or Redeveloper Agreement maintains or increases a PILOT previously set forth in a Redevelopment Plan or Redeveloper Agreement; or (3) any Redeveloper Agreement that is required or approved by the New Jersey Housing and Mortgage Finance Agency. To request approval of tax exemptions and PILOTs pursuant to this section, the Municipality shall submit Attachment D and provide information containing: a cost benefit discussion of the project; assurances that the project would not move forward but for the existence of a PILOT; the taxes that would be collected if the project were subject to ordinary taxation; and the proposed PILOT.

Regular Meetings with DLGS on Economic Development Efforts and Reporting Requirements Pertaining to Tax Exemptions and Abatements

In recognition that special tax exemptions or abatements should be granted only where essential to ensure economic development, the Municipality shall complete and return to DLGS a completed "Tax Exemption and Abatement Report" (Attachment L) along with its 2017 application estimated due date in March 2017). The report is an electronic fillable spreadsheet

which is located on the Division's website under the Municipal State Aid section. The following documents must accompany the report and be delivered in PDF format: a map of all areas within municipality classified as Redevelopment Areas; a map of all areas within municipality classified as Areas in Need of Rehabilitation; and any current ordinance(s) allowing taxpayers to obtain tax exemptions or abatements as a matter of right. This report does not replace any similar filing requirements that may be required pursuant to State statute. It will be necessary for the Tax Collector, Chief Financial Officer, and Tax Assessor to collaborate in preparing the form and certifying to the accuracy of the data submitted.

Restrictions on the Creation or Expansion of Services

A "Creation/Extension of Services Form" (Attachment E) shall be submitted to and approved by the Director before the Municipality creates or expands municipal services. This condition extends to the creation of new programs and increases in funding or expansion of eligibility of existing programs. By way of example only, the following actions would need pre-approval from the Director: creating a new recreational program; expanding the total number of enrollees in a particular service; establishing a new regulatory program in the area of code enforcement; establishing or increasing funding for a grant or loan program.

Restrictions of Miscellaneous Nature A "Travel Approval Form" (Attachment F) shall be submitted to and approved by the Director before the Municipality expends funds for out-of-state travel and overnight stays within New Jersey, which shall include attendance at the annual convention of the New Jersey League of Municipalities. The Municipality shall explain good cause for the expenditure, which may include, but is not limited to, a need to: maintain licensure or certification of statutory employees; essential training for elected officers in areas concerning finance, budget, procurement and ethics; and essential training for public safety employees. Travel for executive protection will generally not be approved absent a compelling reason. The Director may, at his or her discretion, consider requests for executive protection upon request of the Municipality. These requests must follow the same procedure as all other travel requests and must be accompanied by a completed "Travel Approval Form" (Attachment F) along with a significant justification for the need for executive protection. Requests must be submitted in advance of the requested travel dates. Failure to obtain prior written approval may result in a reduction in Transitional Aid.

1. Expenditures and reimbursements for travel mileage to and from meetings for the purpose of day to day municipal business shall be restricted to the State reimbursement rate of no more than .31 cents per mile.
2. Expenditures and reimbursements from any municipal funds for food/meals (other than food/meals required by contracts in effect on the date of this Memorandum), entertainment, and receptions are prohibited.

3. A "Grant Approval Form" (Attachment G) shall be submitted to and approved by the Director before the Municipality accepts or executes any grant agreement requiring current or long-term matching public funds, a commitment of municipal resources or minimum staffing levels.
4. No public funds shall be paid or distributed in any manner to non-profit organizations, including but not limited to, charitable organizations, unless the expenditure of funds is expressly authorized by statute. No public funds shall be expended for non-statutory charitable Contributions, bereavement, or celebratory purposes, for individuals or organizations.
5. No fees established by ordinance adopted by the governing body shall be waived, reduced or otherwise revised without prior approval of the Director.
6. The Municipality shall not assign active duty police officers as security for the Municipal Court but shall hire retired police officers or special law enforcement officers at an hourly rate not to exceed \$25 per hour.

Requirement for Copy of Agenda Prior to Governing Body Meetings

Immediately upon publication, prior to any regular or special meeting by the governing body, the municipal clerk, or his or her designee, shall provide a copy of each agenda to the State Fiscal Oversight Officer.

Requirements for Approval of Bond Ordinances and Contract Request Forms

1. A "Bond Ordinance or Contract Request Form" (Attachment H) shall be submitted to and approved by the Director before the governing body introduces any proposed bond ordinance exceeding \$1 million or authorizes any proposed contract exceeding \$1 million.
2. The Municipality shall file with the Director prior to closing, a copy of any Offering Statement prepared in relation to any financing.

Requirement to Have a Pay to Play Ordinance

The Municipality shall have a "pay to play" ordinance pursuant to P.L. 2005, c.271 limiting the awarding of public contracts by the Municipality or its agencies to business entities that have made a contribution pursuant to N.J.S.A. 19:44A-I, et seq. and limiting the contributions that any business entity can make during the term of their contract with the Municipality. The ordinance shall not be repealed or amended for so long as this Memorandum is in effect. The ordinance shall be substantively identical to the provisions of the "pay to play" model ordinance which can be found at [http://www.state.nj.us/dca/lgs/muniaid/pay to play ordinance-contractor.doc](http://www.state.nj.us/dca/lgs/muniaid/pay%20to%20play%20ordinance-contractor.doc).

Requirement to Consider a Model Insurance Brokerage Ordinance

Insurance costs, especially health care and prescription benefits are very costly for municipalities. In an effort to obtain the lowest possible price for insurance, whenever the Municipality desires to retain the services of an insurance consulting service (e.g. broker), the Municipality shall consider and discuss the "Best Price Insurance Contracting" model ordinance (Attachment I) at a public hearing of the governing body.

Individual and Collective Negotiation Agreements

1. The Municipality acknowledges that the State will not provide Transitional Aid in cases where the Municipality allows or approves compensation increases that are not sustainable. The Municipality understands that if it approves any individual employment contract or any collective negotiation agreement that increases annual compensation for the employee or group of employees by more than 2% annually, on average during the term of the agreement, the Municipality may become ineligible for future aid.

For the purpose of calculating the 2% annual increase referenced above (specifically for those contracts subject to binding interest arbitration) the Municipality shall provide an analysis guided by recent decisions of the New Jersey Public Employment Relations Commissions (see Borough of New Milford, PERC No. 2012-53 and City of Atlantic City, PERC No. 2013-82). Prior to commencing negotiations of any Collective Negotiations Agreement (CNA) or of any Memorandum of Understanding/Agreement (MOU/A) the Municipality shall meet with the State Fiscal Oversight Monitor who shall determine the methodology is consistent.

2. The Municipality acknowledges that the State Fiscal Oversight Officer or designee has the right to be present during collective bargaining negotiations/mediation/arbitration as an observer who may offer comments or recommendations to the negotiation team in closed session. The Municipality shall provide a copy of any proposed employment contract, collective bargaining agreement, or settlement agreement to the Division for review at least ten days prior to ratification. A "Contract Request Form" (Attachment D) shall be submitted to and approved by the Director prior the Municipality authorizing execution of the Collective Negotiations Agreement.

3. The Municipality acknowledges that the State does not provide Transitional Aid for the purpose of subsidizing health and prescription benefits that are more expensive than the health and prescription benefits available through the State Health Benefits Program. The Municipality understands that pending rules prohibit the execution of new collective negotiation agreements that provide health insurance more expensive than the State Health Benefits Plan. The Municipality shall provide a plan to take all steps necessary to enroll in the State Health Benefits Plan should their health care insurance costs exceed that of the State Health Benefits Plan.
4. The Municipality will provide the Director with copies of letters substantially similar to the model letters set forth on Attachment (J) (for municipalities participating in the State Health Benefits Program) or Attachment (K) (for municipalities not participating in the State Health Benefits Program) that it has delivered to each of the collective bargaining units representing the Municipality's employees. Furthermore, in the event that any collective negotiation is submitted to binding arbitration in the case of police and fire employees or fact-finding in the case of all other bargaining unit employees, the Municipality will deliver to the arbitrator or fact-finder, with a copy to the Director, a letter that is substantially similar to the model letter set forth on Attachment J or Attachment K, whichever is applicable).
5. The Municipality acknowledges that the State does not provide Transitional Aid for the purpose of providing health and prescription benefits to part-time elected officials, part-time appointed officials and part-time employees and agrees that it shall eliminate such benefits unless said benefits are contractually required.

Miscellaneous Reporting Requirements

1. The Municipality shall promptly submit to the Director, upon the Director's request, a list of all employees containing their name, salary, title, department or organizational unit, and date of hire, together with information identifying which employees were direct appointments of the Mayor.
2. The Municipality shall promptly notify the Director of all future findings, decisions, penalties, orders and requirements resulting from complaints, investigations, and reports issued by State and Federal regulatory agencies including, but not limited to, the

Department of Labor, Civil Service Commission, and the Public Employment Relations Commission.

3. The Municipality shall promptly submit to the Director a copy of all judgments or settlements in excess of \$100,000 rendered or executed on and after the date of this Memorandum. The Director may, at the Director's discretion, request copies of any other judgments or settlements involving the Municipality or its employees regardless of the date of same.
4. The Municipality shall immediately provide the Director with a copy of any complaint filed with the Superior Court or the Government Records Council against the Municipality or its officers with respect to a request for government records.
5. The Municipality shall make available to the Director, upon the Director's request, any of the Municipality's records, including but not limited to: bill lists, vouchers, active litigation files, etc.
6. The Municipality shall maintain a list of all waiver approvals and make it available to the Director, upon the Director's request and shall contain the information provided in Attachment (N).

Meeting Requirements

The Municipality's representatives shall meet with the Director or his staff at a time scheduled by the Director, to discuss budgetary, fiscal, operations and any other matters.

The State Fiscal Oversight Officer, as designated by the Director, may contact the Municipality to schedule meetings with the Auditor, Chief Financial Officer and the Mayor and/or designee to discuss the latest audit findings.

Good Faith Exceptions

The Municipality may apply in writing to the Director for a good cause exception of any condition or requirement contained in this Memorandum.

Disbursement of Award

Provided the Legislature has appropriated, and the Governor has approved; sufficient Transitional Aid funding, an amount not to exceed 75% of the applicant's total Transitional Aid award shall be disbursed upon execution of the Memorandum. The balance of Transitional Aid shall be disbursed on a timetable consistent with approval by the Director provided the Municipality is in substantial compliance with this Memorandum and all laws, regulations, Local Finance Notices, and any government, administrative and operational efficiency, and oversight measures necessary for the fiscal recovery of the Municipality as the Director may order from time to time pursuant to the State Budget or any other law. Other than purposeful withholding of funds due to non-compliance with this Memorandum, all moneys will be transferred by year end. The Municipality may be deemed not to be in substantial compliance if it has hired personnel without appropriate approvals or otherwise knowingly violates any provision of the Memorandum. Additionally, the Municipality may be deemed not to be in substantial compliance if the Municipality or its officials have failed to attend meetings or produce documents as directed by DLGS.

DLGS may, at its sole discretion, withhold funds from the final payment, where the Municipality is in substantial compliance, but has otherwise violated certain terms of the Memorandum. For example, in addition to any other sanctions, DLGS may withhold aid in an amount equal to no less than the amount of funds expended in support of hires or activities not approved in strict compliance with the terms and timeframes set forth in this Memorandum.

Duration

The provisions of the Memorandum shall remain in force and effect until a successor MOU is executed. Provided, however, if the Municipality adopts a budget for CY 2017 that leaves a structural imbalance heading into 2018 that is greater than 5% of their levy as determined by the Director, the Memorandum shall remain in force and effect until such time as a budget is adopted for 2018 or a subsequent year that is free of such a structural imbalance in the sole discretion of the Director. The Director's determination to extend the provisions of the MOU can be appealed to the Local Finance Board, but the Director's decision shall remain final unless and until a majority of appointed members vote to overturn the Director's decision. If the Municipality adopts a budget for Calendar Year 2017 that does not rely on Transitional Aid, the State may offer early termination.

Governing Body Acknowledgement

The Municipal Governing Body shall review this Memorandum and approve a resolution stating its awareness and acknowledging its contents.

Mayor Date: _____

Chief Administrative Officer Date: _____

Governing Body President Date: _____

Certification of Municipal Clerk Date: _____

Director, DLGS Date: _____



RESOLUTION NO. 2016-425

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

RESOLUTION AUTHORIZING THE PAYMENT OF BILLS IN THE AMOUNT OF \$777,705.71

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 \$777,705.71

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.

TOTAL VOUCHERS \$ 777,705.71

I, CINDY A. DYE, 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. 2016-425 which was finally adopted by the City Council at a meeting held on the 26th day of October, 2016

CERTIFIED BY ME THIS 27th DAY OF October, 2016.

Cindy Dye, City Clerk

10/20/2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-425						
☒ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended						
☐ Defeated	John Moor	Voter	☒	☐	☐	☐
☐ Tabled	Amy Quinn	Voter	☒	☐	☐	☐
☐ Withdrawn	Eileen Chapman	Secunder	☒	☐	☐	☐

	Yvonne Clayton	Voter	☒	☐	☐	☐
	Jesse Kendle	Mover	☒	☐	☐	☐

October 19, 2016
05:07 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Page No: 1

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: Y Aprv: N Rcvd: Y
Range: 5-First to 6-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Include Non-Budgeted: Y
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
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Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

6-01-20-100-000-217	ADMINISTRATION Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	16-03374	INV. 1624554 LEGAL ADS	89.00	0.00	
	Extd Total: ADMINISTRATION			89.00		
	Department Total: ADMINISTRATION			89.00		

Department: MUNICIPAL CLERK
Extd: MUNICIPAL CLERK

6-01-20-120-000-216	MUNICIPAL CLERK Supplies-Compu.					
FRA TEC	FRA TECHNOLOGIES	16-03222	2017 MAINTENANCE CONTRACT	600.00	0.00	
MACPRIN	MACLEARIE PRINTING, LLC	16-03392	#40370:2017 mercantile paper	155.00	0.00	
				755.00		

6-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA	THE NEW COASTER	16-03240	inv#46811 legal ads	68.09	0.00	
ASBPAK	ASBURY PARK PRESS	16-03372	INV.1624493 LEGAL ADS	81.50	0.00	
ASBPAK	ASBURY PARK PRESS	16-03373	INV. 1624521 LEGAL ADS	98.00	0.00	
ASBPAK	ASBURY PARK PRESS	16-03534	inv. 1659895 legal ads	74.00	0.00	
				321.59		
	Extd Total: MUNICIPAL CLERK			1,076.59		
	Department Total: MUNICIPAL CLERK			1,076.59		

Department: FINANCIAL ADMINISTRATION
Extd: FINANCIAL ADMINISTRATION

6-01-20-130-000-202	FINANCE Office Supplies					
CRA PRI	CRAFTMASTER PRINTING, INC.	16-03247	#N22 SELF INKING STAMP-RED	87.70	0.00	
6-01-20-130-000-204	FINANCE Outside Services					
PHOCON	PHOENIX CONSULTING GROUP, LLC	16-03014	#2015-265:FINANCIAL CONSULTING	187.50	0.00	
6-01-20-130-000-238	FINANCE Conventions					
NJLEAMUN NJ	LEAGUE OF MUNICIPALITIES MA	16-02851	1 NJLM Registration Nov. Conf.	110.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			385.20		
	Department Total: FINANCIAL ADMINISTRATION			385.20		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
6-01-20-140-000-218	COMPUTERIZED DATA PROC. Contract Service					
ONSITE	ON-SITE COMPUTER SERVICE	16-03312	#260924667:COMPUTER SVC.	219.99	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			219.99		
	Department Total: COMPUTERIZED DATA PROCESSING			219.99		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
6-01-20-145-000-202	TAX REV ADMIN Office Supplies					
JERMAIL	JERSEY MAIL SYSTEMS	16-03321	ANNUAL MAINT. FOLDER INSERTER	1,268.00	0.00	
6-01-20-145-000-212	TAX REV ADMIN Dues,Subscript.					
PROGOV	PROF.GOV.T.EDUCATORS, INC.	16-03016	BANKRUPTCY SEMINAR 10/20/16 TY	90.00	0.00	
6-01-20-145-000-216	TAX REV ADMIN Supplies-Compu.					
ONSITE	ON-SITE COMPUTER SERVICE	16-03216	#260924627:NORTON ANTIVIRUS	299.94	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			1,657.94		
	Department Total: TAX REVENUE ADMINISTRATION			1,657.94		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
6-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
VERZON	VERIZON BUSINESS	16-03126	#354477004000156:9/13-10/12	104.99	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			104.99		
	Department Total: DIRECTOR OF COMMUNICATIONS			104.99		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
6-01-20-155-000-209	LEGAL SERVICES Fees					
MCMSCO	MCMANIMON,SCOTLAND&BAUMANN,LLC	16-03217	#142438: Paramount PILOT	280.00	0.00	
	Extd Total: LEGAL SERVICES			280.00		
	Department Total: LEGAL SERVICES			280.00		
Department: CABLE TV ADVISORY COMMITTEE						
Extd: CABLE TV ADVISORY COMMITTEE						
6-01-20-162-000-299	CABLE TV ADVISORY COMMITTEE - MISC EXP					
CONFOR	CONNECTIONS FOR ART.COM	16-03113	MALWARE REMOVAL	49.00	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			49.00		
	Department Total: CABLE TV ADVISORY COMMITTEE			49.00		
	CAFR Total:			3,862.71		

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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						
6-01-21-180-000-201	PLANNING BOARD	General Plant				
ASBPAK	ASBURY PARK PRESS	16-03394	#0001621317:PUBLIC NOTICE	117.50	0.00	
INSENG	INSITE ENGINEERING	16-03437	Planning/Zoning Board Engineer	235.71	0.00	
INSENG	INSITE ENGINEERING	16-03438	Planning/Zoning Bd Engineer	300.00	0.00	
				653.21		
	Extd Total:	PLANNING BOARD		653.21		
	Department Total:	PLANNING BOARD		653.21		
	CAFR Total:			653.21		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
6-01-22-195-000-299	CODE ENFORCE	Misc.				
WBMASON	W.B.MASON CO., INC.	16-02889	office/safty supplies	117.23	0.00	
	Extd Total:	CODE ENFORCEMENT AND ADMIN.		117.23		
	Department Total:	CODE ENFORCEMENT AND ADMIN.		117.23		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
6-01-22-200-000-299	CONSTRUCTION CODE	Misc. (In Cap)				
NJSTPL	NJ STATE PLUMBING INSPECTORS	16-03281	Plub Assoc Member fee 2016-17	75.00	0.00	
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-03378	#504087:OIL FILTER	5.89	0.00	
				80.89		
	Extd Total:	CONSTRUCTION CODE OFFICIAL		80.89		
	Department Total:	CONSTRUCTION CODE OFFICIAL		80.89		
	CAFR Total:			198.12		
Department: WORKER'S COMPENSATION						
Extd: WORKER'S COMPENSATION						
6-01-23-215-000-209	WORKER'S COMPENSATION	Fees				
PMACOM	PMA COMPANIES, INC.	16-03505	AUGUST 2016 WORKERS COMP REFIL	189,655.36	0.00	
	Extd Total:	WORKER'S COMPENSATION		189,655.36		
	Department Total:	WORKER'S COMPENSATION		189,655.36		
Department: EMPLOYEE GROUP INSURANCE						
Extd: EMPLOYEE GROUP INSURANCE						
6-01-23-220-000-209	EMPLOYEE GROUP	INSURANCE Fees (IN CAP)				
BREMOO	BRENDA J. MOORE	16-02903	REIMB. OF MEDICAL PREMIUMS	540.45	0.00	B
DOMMAR	DOMINICK MARINO	16-02904	REIMB. OF MEDICAL PREMIUMS	1,514.81	0.00	B
JOYCHA	JOYCE CHAPMAN	16-02905	REIMB. OF MEDICAL PREMIUMS	540.45	0.00	B
DOUDEW	DOUGLAS DEWYSOCKI	16-02906	REIMB. OF MEDICAL PREMIUMS	1,514.81	0.00	B
JASFAZ	JASON FAZIO	16-02907	REIMB. OF MEDICAL PREMIUMS	513.50	0.00	B
JOHMOO	JOHN MOOR	16-02909	REIMB. OF MEDICAL PREMIUMS	1,239.92	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP) Continued					
MARKIN MARK KINMON	16-02910 REIMB. OF MEDICAL PREMIUMS			1,514.81	0.00	B
ROBASH ROBERT ASH	16-02911 REIMB. OF MEDICAL PREMIUMS			1,662.85	0.00	B
ROBRIC ROBERT RICKS	16-02912 REIMB. OF MEDICAL PREMIUMS			1,283.63	0.00	B
STEKAY STEPHEN M. KAY	16-02913 REIMB. OF MEDICAL PREMIUMS			1,239.92	0.00	B
THEHOL THEAUDRIC HOLMES	16-02914 REIMB. OF MEDICAL PREMIUMS			496.74	0.00	B
				<u>12,061.89</u>		
	Extd Total: EMPLOYEE GROUP INSURANCE			12,061.89		
	Department Total: EMPLOYEE GROUP INSURANCE			12,061.89		
	CAFR Total:			201,717.25		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
6-01-25-240-000-201	POLICE General Plant					
BRICYC BRIELLE CYCLERY ON THE BRD WALK	16-01838 Preventative Maintenance 2			149.98	0.00	
THEHAR THE HARDWARE STORE	16-02236 Blanket Genersl Hardware			21.99	0.00	B
WBMASON W.B.MASON CO., INC.	16-03024 I37830607,CR3483312:OFFICE SUP			1,308.97	0.00	
ATLLOK ATLANTIC LOCK & SAFE	16-03212 #19845 Service Call Horse			135.00	0.00	
GMTROP G & M TROPHY CO.	16-03390 #7286 Flag Display Case			230.00	0.00	
				<u>1,845.94</u>		
6-01-25-240-000-202	POLICE Office Supplies					
WBMASON W.B.MASON CO., INC.	16-03118 I37952230,I37952354:OFFICE			188.77	0.00	
STAPLE STAPLES ADVANTAGE	16-03182 4 Brother Tze241 Labeler Tape			37.45	0.00	
				<u>226.22</u>		
6-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR EDWARDS TIRE CO.	16-02214 Blanket Repairs/Maintenance			24.95	0.00	B
LAKAUT LAKEWOOD AUTO-ASBURY NAPA	16-02954 Blanket Auto Repairs			65.13	0.00	B
ASBCIR ASBURY CIRCLE CAR WASH	16-03038 #481:Car Wash September			184.00	0.00	
EDWTIR EDWARDS TIRE CO.	16-03084 Blanket Repairs/Maintenance			938.40	0.00	B
RICAUT RICH'S AUTO BODY	16-03338 #2774 Changed Flat Car 18			20.00	0.00	
				<u>1,232.48</u>		
6-01-25-240-000-218	POLICE Contract.Serv.					
MORTRA MORPHO TRAK, INC.	16-02234 Extension to Maintenance &			3,930.57	0.00	
ATL TOM ATLANTIC TOMORROWS OFFICE GPO	16-03345 #CNIN574456 Meter Usage 6/16 -			42.66	0.00	
				<u>3,973.23</u>		
	Extd Total: POLICE DEPARTMENT			7,277.87		
	Department Total: POLICE DEPARTMENT			7,277.87		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
6-01-25-265-000-201	FIRE DEPT. General Plant					
HUTMEC HUTCHINSON MECHANICAL SERVICES	16-03205 Inv 1123287 Prev Maint Contr			248.00	0.00	
ALLAMT ALL AMERICAN TURF INC.	16-03206 Inv 28846,27883			176.29	0.00	
WESPES WESTERN PEST SERVICES	16-03207 Inv 42240918 Sept Pest Contr			85.50	0.00	
IAFC I.A.F.C.	16-03230 2016 Membership Dues (Keddy)			209.00	0.00	
AIRUSA AIRGAS USA, LLC	16-03317 Inv 9938470898 medical 02			714.67	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-25-265-000-201	FIRE DEPT. General Plant		Continued			
JOSMAR JOSHUA MARCUS GROUP		16-03375	Fire Prev month supplies	1,463.00	0.00	
				2,896.46		
6-01-25-265-000-202	FIRE DEPT. Office Supplies					
ONSITE ON-SITE COMPUTER SERVICE		16-03422	Inv 260924686 Computer Install	119.99	0.00	
6-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FIRSER FIRE & SAFETY SERVICES		16-02741	Emer Repair to 8389	2,825.00	0.00	
	Extd Total: FIRE DEPARTMENT			5,841.45		
	Department Total: FIRE DEPARTMENT			5,841.45		
	CAFR Total:			13,119.32		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
6-01-26-290-000-201	STREETS & ROAD General Plant					
JAEUM JAEGER LUMBER & SUPPLY COMPANY		16-00152	Lumber, Supplies, Parts, etc	340.94	0.00	B
ALLAMT ALL AMERICAN TURF INC.		16-02359	Various Supplies, Tools, etc	224.24	0.00	B
THEHAR THE HARDWARE STORE		16-02412	Various Supplies, Tools, etc	216.05	0.00	B
CROCON CROSSLIN CONTRACTOR SUPPLY CRP		16-02928	#15779:Ceiling Tile	560.00	0.00	
BIOINC BIOSYSTEMS, INC.		16-02934	#11377:f/Bio Pro HF, 55gl Drum	1,350.00	0.00	
ROBTIL ROBERT TILLEY		16-03340	Kennedy Park Planting	930.00	0.00	
SUNFAR ANTHONY & FRANK D'ESPOSITO		16-03350	Public Works (9 Main) Planting	111.80	0.00	
				3,733.03		
6-01-26-290-000-202	STREETS & ROAD Office Supplies					
STAPLE STAPLES ADVANTAGE		16-03042	3314704938,3314704939:SUPPLIES	370.25	0.00	
6-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
MANGEN FRED GRIFFITH		16-00328	Automotive Parts/Supplies, etc	110.00	0.00	B
LAKAUT LAKEWOOD AUTO-ASBURY NAPA		16-02572	Automotive Parts, Tools, etc	1,225.77	0.00	B
THEHAR THE HARDWARE STORE		16-02826	Various Supplies/Parts, etc	168.72	0.00	B
EDWTIR EDWARDS TIRE CO.		16-02827	Various Tires, Supplies, etc	968.96	0.00	B
STAPLE STAPLES ADVANTAGE		16-03044	Dell 21.5 LED Monitor	99.95	0.00	
MONGLA MONMOUTH GLASS CO. INC.		16-03135	#8029:Sationary Back Glass	310.00	0.00	
THEHOS THE HOSE SHOP		16-03232	CR Cylinder Repair: Truck #5	1,294.60	0.00	
STEWST STEWART & STEVENSON POWER		16-03233	Repair of GMC Truck	1,024.36	0.00	
NETWOR NETWORKFLEET, INC.		16-03241	Monthly Bundled - 09/1-30/16	1,920.00	0.00	
EDWTIR EDWARDS TIRE CO.		16-03271	Various Tires, Supplies, etc	622.20	0.00	B
MODGRO MODERN GROUP, LTD.		16-03272	Repair of ODB Leaf Collector	71.00	0.00	
LAKAUT LAKEWOOD AUTO-ASBURY NAPA		16-03300	Lakewood Auto Invoices	805.53	0.00	
ONSITE ON-SITE COMPUTER SERVICE		16-03352	#260924651 MS Office 2016, etc	359.99	0.00	
				8,981.08		
6-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
WATEAS WATERLOGIC EAST LLC		16-03054	Monthly Rental of water Cooler	36.35	0.00	
ARMTRE ARMSTRONG TREE SERVICE		16-03100	#16-6226:KENNEDY PARK	1,500.00	0.00	
SECWOR SECURITY WORLD INC.		16-03186	Securall Monitoring Service	186.00	0.00	
WATEAS WATERLOGIC EAST LLC		16-03237	#CNIN018039E Cooler Rental Svc	36.35	0.00	
ONSITE ON-SITE COMPUTER SERVICE		16-03264	#260924646 Labor & Part 9/22	119.99	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-26-290-000-218	STREETS & ROAD Contract.Serv.		Continued			
STATEOF	STATE OF NJ DEPT. OF LABOR &	16-03411	#89764 PV State Inspection Fee	40.00	0.00	
				1,918.69		
	Extd Total: STREETS & ROADS MAINTENANCE			15,003.05		
	Department Total: STREETS & ROADS MAINTENANCE			15,003.05		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
6-01-26-305-000-209	SOLID WASTE Fees					
TONWAS	TONKS WASTE OIL SERVICE	16-03185	#3175 Disposal of waste Oil	150.00	0.00	
NEWPIG	NEW PIG CORPORATION	16-03188	#22030851-00:waste oil Tank	2,227.41	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-03383	#99919 Construction Debris	1,240.83	0.00	
MICBEN	MICKEY BENOIT	16-03397	Brush, Delivered - Sept 2016	500.40	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-03458	Tipping Fees & Jul-Sep Credit	23,604.73	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-03462	#100002 Construction Debris	1,082.72	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-03473	#100099 Construction Debris	2,178.82	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-03538	#100228 Construction Debris	1,393.12	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-03539	#100283 Tipping Fees	28,610.55	0.00	
				60,988.58		
	Extd Total: SOLID WASTE COLLECTION			60,988.58		
	Department Total: SOLID WASTE COLLECTION			60,988.58		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
6-01-26-310-000-201	BUILDING & GND General Plant					
STASUP	STANDARD SUPPLY CO. INC.	16-01067	Lumber, Supplies, Parts, etc	192.64	0.00	B
ATLLOK	ATLANTIC LOCK & SAFE	16-01217	Service, Supplies/Parts, etc	130.42	0.00	B
THEHAR	THE HARDWARE STORE	16-02413	Various Supplies, Tools, etc	398.38	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	16-02637	Various Supplies, Tools, etc	705.98	0.00	B
GRAING	GRAINGER	16-03262	#9229840013 Pleated Filters	225.84	0.00	
				1,653.26		
	Extd Total: BUILDINGS & GROUNDS			1,653.26		
	Department Total: BUILDINGS & GROUNDS			1,653.26		
	CAFR Total:			77,644.89		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
6-01-27-345-000-299	SOCIAL SERVICES Misc.					
RHOISL	RHODE ISLAND NOVELTY	16-03402	#IN3568617:SUPPLIES	130.50	0.00	
	Extd Total: SOCIAL SERVICES:			130.50		
	Department Total: SOCIAL SERVICES:			130.50		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
6-01-27-350-000-201	SENIOR CENTER General Plant					
CABLE	CABLEVISION OF NYC	16-03199	Invoice Cable Service Septembe	125.93	0.00	
ONSITE	ON-SITE COMPUTER SERVICE	16-03404	#260924701:COMPUTER SVC/REPAIR	79.99	0.00	
				205.92		
6-01-27-350-000-299	SENIOR CENTER Misc.					
SERSTU	ALISON M. BOWIE	16-02256	Quote for 3rd Qtr Ceramic	132.00	0.00	B
FRASCA	FRANCIS H. SCALESSA	16-02266	Quote for 3rd Qtr Yoga	60.00	0.00	B
THECOM	THE COMMUNITY YMCA	16-03279	YMCA Invoice for September	190.00	0.00	
				382.00		
	Extd Total: SENIOR CENTER			587.92		
	Department Total: SENIOR CENTER			587.92		
	CAFR Total:			718.42		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
6-01-28-370-000-299	RECREATION Misc.					
THECOA	THE NEW COASTER	16-03406	#46892:AD COLUMBUS DAY	490.00	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			490.00		
	Department Total: RECREATION SERVICES & PROGRAM			490.00		
	CAFR Total:			490.00		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
6-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	16-03482	SERVICE 9/3-10/5	9,180.23	0.00	
NJAMER	N.J. AMERICAN WATER CO.	16-03485	SERVICE 9/3-10/5	8,028.24	0.00	
NJAMER	N.J. AMERICAN WATER CO.	16-03537	SERVICE 9/3-10/5	1,705.63	0.00	
				18,914.10		
	Extd Total: LIGHT, HEAT & POWER			18,914.10		
	Department Total: LIGHTING			18,914.10		
Department: TELEPHONE						
Extd: TELEPHONE						
6-01-31-440-000-299	TELEPHONE Misc.					
MONINT	MONMOUTH INTERNET CORPORATION	16-03377	#255736-M:SVC. OCT. 2016	5,488.20	0.00	
VERZON	VERIZON BUSINESS	16-03483	#152069551000178:9/4-10/3 &	261.47	0.00	
				5,749.67		
	Extd Total: TELEPHONE			5,749.67		
	Department Total: TELEPHONE			5,749.67		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: GASOLINE						
Extd: GASOLINE						
6-01-31-460-000-299	GASOLINE Misc.					
ALLOIL ALLIED OIL, LLC	16-03400 #1063853 Unleaded Fuel	9/30		5,191.57	0.00	
ALLOIL ALLIED OIL, LLC	16-03464 #1063991 Unleaded Fuel	10/06		3,710.65	0.00	
ALLOIL ALLIED OIL, LLC	16-03509 #1045795 Diesel Fuel	10/11		1,371.97	0.00	
				<u>10,274.19</u>		
	Extd Total: GASOLINE			10,274.19		
	Department Total: GASOLINE			10,274.19		
	CAFR Total:			34,937.96		
Department: DEFINED CONTRIBUTION RETIREMENT PLAN						
Extd: DEFINED CONTRIBUTION RETIREMENT PLAN						
6-01-36-478-000-299	DEFINED CONTRIBUTION RETIREMENT Misc.					
DCRP DEFINED CONT. RETIREMENT PRGRM	16-03423 #316149:SEPTEMBER 2016			189.56	0.00	
	Extd Total: DEFINED CONTRIBUTION RETIREMENT PLAN			189.56		
	Department Total: DEFINED CONTRIBUTION RETIREMENT PLAN			189.56		
	CAFR Total:			189.56		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
6-01-43-490-000-201	MUNIC COURT General Plant					
GREFIN GREATAMERICA FINANCIAL SVCS.	16-03519 #19486325:mail machine			145.00	0.00	
6-01-43-490-000-202	MUNIC COURT Office Supplies					
THOWES THOMSON WEST CUSTOMER SERVICE	16-03255 #6110334209:2017 RULE BOOKS			208.00	0.00	
6-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY	16-03145 11551,11553:INTERPRETER			240.00	0.00	
BEACRA BEATRIZ C. CRANEY	16-03254 #11602:interpreter 9/16/16			120.00	0.00	
				<u>360.00</u>		
	Extd Total: MUNICIPAL COURT			713.00		
	Department Total: MUNICIPAL COURT			713.00		
	CAFR Total:			713.00		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
6-01-55-001-000-005	PILOT \$ DUE TO COUNTY					
TRECTY TREASURER CTY OF MONMOUTH	16-03403 3rd Q. Pilot			14,595.15	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-55-001-000-015	DISB.FOR AMBULANCE RECEIPTS					
DMMED	DM MEDICAL BILLINGS, LLC	16-03280	Inv 4425 August EMS Billing	514.70	0.00	
	Extd Total: TAXES PAYABLE:			15,109.85		
	Department Total: TAXES PAYABLE:			15,109.85		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			15,109.85		
	Fund Total: CURRENT			349,354.29		
Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
6-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
STUMPY	STUMPY'S SALES & SERVICE, INC.	16-00641	Repair/Service/Parts for ATVs	8.69	0.00	B
ATLIRR	ATLANTIC IRRIGATION	16-01595	#4328643:Horizontal Motor	17,786.25	0.00	
THEHAR	THE HARDWARE STORE	16-02086	Various Supplies, Tools, etc	82.99	0.00	B
STASUP	STANDARD SUPPLY CO. INC.	16-02097	Material, Parts and Tools	74.50	0.00	B
SUPKIN	SUPPLY KING INC.	16-03263	#S024311A White Roll Towel	29.54	0.00	
STASUP	STANDARD SUPPLY CO. INC.	16-03399	Boardwalk Repair Lumber	2,295.52	0.00	
				20,277.49		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			20,277.49		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			20,277.49		
	CAFR Total:			20,277.49		
	Fund Total: BEACH			20,277.49		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
6-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
INTTRA	INTELLIGENT TRAFFIC SUPPLY	16-02732	#3723:(12) Crosswalk Signs	1,500.00	0.00	
INTECH	INTEGRATED TECHNICAL SYSTEMS,	16-03369	#1N12878 Service Request on	4,734.50	0.00	
GLSUP	GLENCO SUPPLY INC.	16-03387	#16921 (14) 109 72" Letters	1,260.00	0.00	
				7,494.50		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			7,494.50		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			7,494.50		
	CAFR Total:			7,494.50		
	Fund Total: PARKING UTILITY: BUDGET:			7,494.50		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
6-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
MCMCAR	MCMMASTER-CARR SUPPLY CO.	16-00143	Supplies, Parts, etc	612.01	0.00	B
SHOIND	SHORE INDUSTRIAL SUPPLY	16-00145	Various Supplies, Parts, etc	177.04	0.00	B
TRABEA	TRANS-BEARING CO. INC.	16-00146	Various Parts, Supplies, etc	167.06	0.00	B
JEMIND	JEM INDUSTRIAL SERVICES, INC.	16-02926	Various Industrial Supplies	1,061.30	0.00	B
REDI-MIX	REDI-MIX	16-03298	#161419A Concrete 4000, etc	971.00	0.00	
				2,988.41		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-07-55-502-000-211	SEWER UTILITY	O/E: Light & Power				
NJAMER	N.J. AMERICAN WATER CO.	16-03482	SERVICE 9/3-10/5	571.36	0.00	
JCPL	JCPL	16-03484	SERVICE 6/25-9/26	21,184.38	0.00	
NJAMER	N.J. AMERICAN WATER CO.	16-03537	SERVICE 9/3-10/5	<u>3,078.37</u>	0.00	
				24,834.11		
6-07-55-502-000-218	SEWER UTILITY	O/E: Contract Services				
HERCRY	HERITAGE-CRYSTAL CLEAN,LLC	16-03092	#14199339 Tank Unit, etc	432.67	0.00	
SECWOR	SECURITY WORLD INC.	16-03187	Service Contract Agreement	474.99	0.00	
ANSWER	ANSERCOMM	16-03244	#M4541-091916 Answering Svc	172.95	0.00	
AHHOFF	A.H. HOFFMANN,LLC	16-03385	ER Svc on Elec Monitoring Sys	<u>2,452.00</u>	0.00	
				3,532.61		
6-07-55-502-000-224	SEWER UTILITY	O/E: Sludge Removal				
ACCWAS	ACCURATE WASTE REMOVAL SVCS.,	16-03417	Hauling of Sludge - 09/2016	13,280.00	0.00	
6-07-55-502-000-230	SEWER UTILITY	O/E: Hypochlorite				
MIRCHE	MIRACLE CHEMICAL CO.	16-03429	#23563 Sodium Hypochlorite	2,283.60	0.00	
6-07-55-502-000-231	SEWER UTILITY	O/E: Lab Supplies				
EURQC	EUROFINS QC, INC.	16-03184	Sludge Grab 007 9/01/16	20.00	0.00	
EURQC	EUROFINS QC, INC.	16-03266	Sludge Tables 1-VI 8/18/16	1,139.00	0.00	
EURQC	EUROFINS QC, INC.	16-03341	Influent/Effluent, etc	<u>174.00</u>	0.00	
				1,333.00		
			Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:	48,251.73		
			Department Total: SEWER UTILITY O/E: OTHER EXPENSES:	48,251.73		
			CAFR Total:	48,251.73		
			Fund Total: SEWER UTILITY: BUDGET:	48,251.73		
			Year Total:	425,378.01		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Acq of Various Equip/Vehicles(Ord.#3084)					
C-04-55-998-014-002	Acq of Various Equip/Vehicles (Ord#3084)					
WIRCOM	WIRELESS COMMUNICATIONS &	15-03847	Q091115-A:SIX ARBITRATORS,	22,215.60	0.00	B
			Extd Total: Acq of Various Equip/Vehicles(Ord.#3084)	22,215.60		
Extd:	2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT					
C-04-55-998-162-005	2016-16/ADMIN	EQUIPMENT,IMPROVEMENTS				
BEYFOR	BEYER FORD	16-02306	2017 Ford Explorer for FO	49,416.00	0.00	
ACCELA	ACCELA, INC.	16-02348	Agenda/Minute Software	660.00	0.00	B
NJFIRE	NJ FIRE EQUIPMENT COMPANY	16-02681	#52020:Globe Boots	6,570.00	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	16-02697	#M57169 Tablet install	2,224.42	0.00	
ONSITE	ON-SITE COMPUTER SERVICE	16-03242	inv#260924645 back up, new pc	119.99	0.00	
ONSITE	ON-SITE COMPUTER SERVICE	16-03243	inv.260924652 new computer	<u>619.98</u>	0.00	
				59,610.39		
			Extd Total: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT	59,610.39		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. Acq. Var. Capital Items & Park Imp.					
C-04-55-998-165-002	Software/Supplies-City Clerk					
JERMAIL JERSEY MAIL SYSTEMS		16-03320	FPI-2300 FOLDER INSERTER	12,678.00	0.00	
	Extd Total: Ord. Acq. Var. Capital Items & Park Imp.			12,678.00		
	Department Total:			94,503.99		
	CAFR Total:			94,503.99		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			94,503.99		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-002	Sewer Plant Improvements - Ord. #3038					
TNJMAR TNJ MARINE, INC.		16-02617	BLANKET:OCEAN OUTFALL	126,861.00	0.00	B
	Extd Total: Sewer Plant Improvements - Ord. #3038			126,861.00		
	Department Total:			126,861.00		
	CAFR Total:			126,861.00		
	Fund Total: SEWER CAPITAL FUND BUDGET:			126,861.00		
	Year Total:			221,364.99		
Fund:	GRANT FUND BUDGET:					
G-02-43-858-000-208	2012 CLEAN COMM(159)					
MAXR MAX.R		16-02866	Round Waste Enclosures, etc	7,080.53	0.00	
G-02-43-858-000-212	2011 CLEAN COMM.					
MAXR MAX.R		16-02866	Round Waste Enclosures, etc	699.25	0.00	
	Extd Total:			7,779.78		
	Department Total:			7,779.78		
G-02-43-871-014-205	Clean Communities Program - 2013					
MAXR MAX.R		16-02866	Round Waste Enclosures, etc	22,596.77	0.00	
G-02-43-871-014-206	Clean Communities Program - 2014					
MAXR MAX.R		16-02866	Round Waste Enclosures, etc	9,211.65	0.00	
	Extd Total:			31,808.42		
G-02-43-871-015-200	2015 NJDHMS Mental Health Grant					
HOMDRU HOME DRUG		15-03492	Medication assistance	12.67	0.00	B
	Extd Total:			12.67		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-871-016-200	2016 NJDHMS Mental Health Grant					
BEHHEA	BEHAVIORAL HEALTH MANAGEMENT	16-03285	Prof.Liability Ins. Req.by NJ	232.44	0.00	
	Extd Total:			232.44		
	Department Total:			32,053.53		
	CAFR Total:			39,833.31		
	Fund Total: GRANT FUND BUDGET:			39,833.31		
	Year Total:			39,833.31		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	16-03488	SEPTEMBER ANIMAL REPORT	19.80	0.00	
	Extd Total:			19.80		
	Department Total:			19.80		
	CAFR Total:			19.80		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			19.80		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
T-17-72-850-850-801	2015 CDBG - ADMINISTRATION					
NATCOM	NATIONAL COMMUNITY	16-02111	Membership dues 7/1/16-0/30/17	550.00	0.00	
FRADEL	FRANK'S DELI RESTAURANT	16-03161	#17545:FOOD FOR ENERGY FAIR	149.00	0.00	
				699.00		
T-17-72-850-850-811	2015 CDBG - ROAD IMPROVEMENTS					
SUFFREDI	SUFFOLK REDI-MIX	16-03228	#161203A:Concrete 4000 161203	520.50	0.00	
SUFFREDI	SUFFOLK REDI-MIX	16-03229	#161191A:Concrete 4000 161191	690.00	0.00	
				1,210.50		
	Extd Total:			1,909.50		
	Department Total:			1,909.50		
	CAFR Total:			1,909.50		
T-17-73-850-850-801	2016 CDBG - ADMINISTRATION					
ASBPAK	ASBURY PARK PRESS	16-03535	1543091:2017 Annual Action	107.00	0.00	
T-17-73-850-850-802	2016 CDBG - HOMELESS PREVENTION					
NJNG	N.J. NATURAL GAS CO.	16-03467	22-0012-5990-06	3,700.00	0.00	
JCP	JCP&L	16-03469	Shannon Ramos	2,530.00	0.00	
NJAW	N.J. AMERICAN WATER COMPANY	16-03476	1018-210026383245	870.00	0.00	
JCP	JCP&L	16-03478	100 060 564 729	200.00	0.00	
NJNG	N.J. NATURAL GAS CO.	16-03479	22-0015-2994-98	300.00	0.00	
JCP	JCP&L	16-03499	100 080 252 677	580.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-17-73-850-850-802	2016 CDBG - HOMELESS PREVENTION		Continued			
NJNG	N.J. NATURAL GAS CO.	16-03532	22-0014-9045-53	400.00	0.00	
				8,580.00		
	Extd Total:			8,687.00		
	Department Total:			8,687.00		
	CAFR Total:			8,687.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			10,596.50		
Fund:	TRUST OTHER					
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
DEPCHIFA	DEPT.OF CHILDREN & FAMILIES	16-03533	MARRIAGE/CIVIL LICENSE 3RD QTR	1,425.00	0.00	
	Extd Total:			1,425.00		
T-20-56-850-893-801	Res for Afford Housing/Community Initiat					
SUBCON	SUBURBAN CONSULT ENGINEERS INC	16-03313	#27189:PROF. SVCS. 7/9-8/5/16	1,602.49	0.00	C
SUBCON	SUBURBAN CONSULT ENGINEERS INC	16-03314	#27357:PROF. SVCS. 8/6-9/9/16	520.00	0.00	C
				2,122.49		
	Extd Total:			2,122.49		
T-20-56-850-903-801	Reserve for Shade Tree					
SUNFAR	ANTHONY & FRANK D'ESPOSITO	16-03343	INV#5582: SHADE TREE SUPPLIES	732.74	0.00	
	Extd Total:			732.74		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
USB4PC4	US BANK CUST 4 PC4 1STTRST BNK	16-02985	premium refund	200.00	0.00	
USB4PC4	US BANK CUST 4 PC4 1STTRST BNK	16-03152	PREMIUM TSC-14-00063	100.00	0.00	
USBPC6	US BANK/PC6 LLC STERLING NAT'L	16-03169	PREMIUM TSC-15-00011	1,000.00	0.00	
USBPC6	US BANK/PC6 LLC STERLING NAT'L	16-03170	PREMIUM TSC-15-00050	1,100.00	0.00	
TWRCST	TWR AS CST FOR EBURY FUND 1NJ	16-03197	PREMIUM TSC-15-00023	1,000.00	0.00	
TWRCST	TWR AS CST FOR EBURY FUND 1NJ	16-03198	PREMIUM TSC-15-00306	500.00	0.00	
				3,900.00		
	Extd Total:			3,900.00		
T-20-56-850-933-301	Reserve for National Night Out					
BARCO0	BARCO	16-03201	2 Bike racks for train station	851.15	0.00	
	Extd Total:			851.15		
	Department Total:			9,031.38		
	CAFR Total:			9,031.38		
	Fund Total: TRUST OTHER			9,031.38		

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Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-072-000-299	644-646 Cookman Avenue (Pierrepont Ass.)					
INSENG	INSITE ENGINEERING	16-03438	Planning/Zoning Bd Engineer	22.50	0.00	
	Extd Total:			22.50		
	Department Total:			22.50		
T-21-00-139-000-299	700 BANGS AVE (MLB CONST&MGMT)					
INSENG	INSITE ENGINEERING	16-03437	Planning/Zoning Board Engineer	1,160.00	0.00	
	Extd Total:			1,160.00		
	Department Total:			1,160.00		
T-21-00-222-000-299	CASINO/CAROUSEL (MADISON ASBURY RETAIL)					
INSENG	INSITE ENGINEERING	16-03438	Planning/Zoning Bd Engineer	377.50	0.00	
	Extd Total:			377.50		
	Department Total:			377.50		
T-21-00-257-000-299	700 COOKMAN AVE (R.YORKOWITZ/CLASSIC ANT)					
INSENG	INSITE ENGINEERING	16-03438	Planning/Zoning Bd Engineer	220.00	0.00	
	Extd Total:			220.00		
	Department Total:			220.00		
T-21-00-269-000-299	901-909 MEMORIAL DRIVE (ASBURY AUTO SPA)					
INSENG	INSITE ENGINEERING	16-03438	Planning/Zoning Bd Engineer	137.50	0.00	
	Extd Total:			137.50		
	Department Total:			137.50		
T-21-00-274-000-299	208 MAIN STREET (DB VENTURES, LLC)					
INSENG	INSITE ENGINEERING	16-03437	Planning/Zoning Board Engineer	2,819.63	0.00	
INSENG	INSITE ENGINEERING	16-03438	Planning/Zoning Bd Engineer	3,790.25	0.00	
				<u>6,609.88</u>		
	Extd Total:			6,609.88		
	Department Total:			6,609.88		
T-21-00-302-000-299	601 BANGS AVENUE (ASBURY BOND STREET, LLC)					
INSENG	INSITE ENGINEERING	16-03438	Planning/Zoning Bd Engineer	909.00	0.00	
	Extd Total:			909.00		
	Department Total:			909.00		
T-21-00-304-000-299	704 MATTISON AVE. (KINMOUTH ENTERPRISES)					
INSENG	INSITE ENGINEERING	16-03438	Planning/Zoning Bd Engineer	4,111.50	0.00	
	Extd Total:			4,111.50		
	Department Total:			4,111.50		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-348-000-299	722 COOKMAN AVE(722-724 COOKMAN ASS,LLC)					
INSENG	INSITE ENGINEERING	16-03437	Planning/Zoning Board Engineer	602.50	0.00	
	Extd Total:			602.50		
	Department Total:			602.50		
T-21-00-350-000-299	210 5TH AVENUE(INSPECTION FEE)(I-STAR)					
INSENG	INSITE ENGINEERING	16-03437	Planning/Zoning Board Engineer	4,086.57	0.00	
INSENG	INSITE ENGINEERING	16-03438	Planning/Zoning Bd Engineer	4,841.32	0.00	
				<u>8,927.89</u>		
	Extd Total:			8,927.89		
	Department Total:			8,927.89		
T-21-00-352-000-299	SOUTH GRAND PROJ(INSPECTION FEE)(I-STAR)					
INSENG	INSITE ENGINEERING	16-03437	Planning/Zoning Board Engineer	3,477.07	0.00	
	Extd Total:			3,477.07		
	Department Total:			3,477.07		
T-21-00-360-000-299	MONROE/SEWELL INSPECTIONS(AP,LLC/K HOV)					
INSENG	INSITE ENGINEERING	16-03437	Planning/Zoning Board Engineer	2,974.83	0.00	
	Extd Total:			2,974.83		
	Department Total:			2,974.83		
T-21-00-366-000-299	205-209 BOND(INSP.FEES)(BOND GALLERIES)					
INSENG	INSITE ENGINEERING	16-03437	Planning/Zoning Board Engineer	410.76	0.00	
INSENG	INSITE ENGINEERING	16-03438	Planning/Zoning Bd Engineer	1,053.19	0.00	
				<u>1,463.95</u>		
	Extd Total:			1,463.95		
	Department Total:			1,463.95		
Department: RECREATION						
T-21-00-370-000-299	700 COOKMAN AVE(FIFTY-FOUR PIERREPONT)					
INSENG	INSITE ENGINEERING	16-03437	Planning/Zoning Board Engineer	220.00	0.00	
	Extd Total:			220.00		
	Department Total:		RECREATION	220.00		
T-21-00-372-000-299	209 4TH AVENUE(ASBURY PARTNERS/I-STAR)					
INSENG	INSITE ENGINEERING	16-03438	Planning/Zoning Bd Engineer	1,570.00	0.00	
	Extd Total:			1,570.00		
	Department Total:			1,570.00		

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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
T-21-00-381-000-299	1101 OCEAN(INSPECTION FEE)(ISTAR,INC.)					
INSENG	INSITE ENGINEERING	16-03437	Planning/Zoning Board Engineer	3,568.60	0.00	
	Extd Total:			3,568.60		
	Department Total:			3,568.60		
T-21-00-385-000-299	922 MATTISON AVE.(INTERFAITH NEIGHBORS)					
INSENG	INSITE ENGINEERING	16-03438	Planning/Zoning Bd Engineer	675.00	0.00	
	Extd Total:			675.00		
	Department Total:			675.00		
T-21-00-388-000-299	909 ASBURY AVENUE(H4 HOLDINGS, LLC)					
HEYGRU	HEYER, GRUEL & ASSOCIATES, PA	16-03386	#33377:Board Planner	2,160.00	0.00	
	Extd Total:			2,160.00		
	Department Total:			2,160.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			39,187.72		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			39,187.72		
Fund:	HOWELL/ASBURY PARK RCA BUDGET:					
T-38-56-850-850-802	HOWELL/ASBURY PARK RCA - Miscellaneous					
ETHBEA	ETHEL BEASLEY & ANPE CORP.	16-02477	RCA Rehab Not To Exceed	18,400.00	0.00	B
JOANR	JOANNE ROESING & ANPE CORP.	16-03357	Change Order #1	5,414.00	0.00	
DAVZIR	DAVID ZIRWES & ANPE CORP.	16-03516	RCA Rehab Not To Exceed	8,000.00	0.00	B
				<u>31,814.00</u>		
	Extd Total:			31,814.00		
	Department Total:			31,814.00		
	CAFR Total:			31,814.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			31,814.00		
	Year Total:			90,649.40		
Total Charged Lines: 356 Total List Amount: 777,225.71 Total Void Amount:				0.00		

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October 26, 2016 Council Meeting

Balance brought forward from Total List Amount	\$ 777,225.71
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Additional Items:

CMRS-FP (Postage/Court)	300.00
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New Jersey DMV	180.00
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Total Bill List October 26, 2016	\$ <u>777,705.71</u>
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RESOLUTION NO. 2016-426

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

AUTHORIZING A CONTRACT FOR AN EXTENDED WARRANTY FOR THE EXISTING PARKING METERS

WHEREAS, on October 13, 2016 the Temporary Purchasing Agent solicited a proposal from ITS to provide a hardware and software support warranty for the existing parking meters; and

WHEREAS, the City currently operates on a time and material basis which has proven not to be beneficial to the City's operations; and

WHEREAS, this purchase is exempt from public bidding as per N.J.S.A 40A:11-5(1)(i) Exceptions; and

WHEREAS, the proposal is attached to this Resolution and is hereby named Attachment A; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Parking Utility 6-06-55-502-000-201 in the amount of \$44,296.00 for; and

WHEREAS, as per N.J.A.C 5:30-5.5(c)2, the contract shall be charged per the year the service is performed; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the entering into a contract for extended warranty services in the amount of \$44,296.00 paid through the Parking Utility.

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

I, CINDY A. DYE, 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. 2016-426 which was finally adopted by the City Council at a meeting held on the 26th day of October, 2016

CERTIFIED BY ME THIS DAY OF , .

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-426						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	John Moor	Second	☒	☐	☐	☐
	Amy Quinn	Mover	☒	☐	☐	☐
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Voter	☐	☒	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐

FINANCE DEPARTMENT
 DIVISIONS:
 ACCOUNTS AND CONTROL
 PURCHASING
 PAYROLL
 TAX ASSESSMENT
 TAX COLLECTION
 INFORMATION SYSTEMS



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

MICHAEL N. CAPABIANCO, CITY MANAGER
 JoAnn Boos, CFO

CITY OF ASBURY PARK CERTIFICATION OF FUNDS

Pursuant to N.J.S.A. 40a:4-57, N.J.A.C. 5:345-, and any other applicable requirements, I, JoAnn Boos, Chief Financial Officer of the City of Asbury Park, hereby certify that there are available sufficient uncommitted appropriations in Account 6-06-55-502-000-201 of the City of Asbury Park to approve the Hardware and Software Warrant for Parking Meters in the amount of \$44,296.00 (Forty-four thousand two hundred ninety six dollars and zero cents).

With: ITS
 8 Capital Drive
 Wallingford, CT 06492

For: Hardware and Software Warranty for Parking Meters

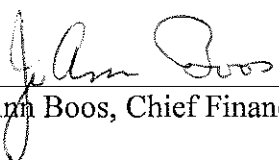
In line item appropriations) as follows:
 6-06-55-502-000-201

Contract period: Six Months

Contract amount: \$44,296.00

Amount certified: \$44,296.00

Dated: October 26, 2016


 JoAnn Boos, Chief Financial Officer

City of Asbury Park
 Resolution Date October 26, 2016



RESOLUTION NO. 2016-427

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

A RESOLUTION AUTHORIZING THE AWARD OF “2015 ROAD IMPROVEMENT PROGRAM” BID

WHEREAS, on July 20, 2016, the City of Asbury Park (the “City”) received six (6) sealed bids for the project named “2015 ROAD IMPROVEMENT PROGRAM”; and

WHEREAS, the following bids were opened and read aloud in public:

	Base Bid	Alt A	Alt B	Alt C
Black Rock Enterprises, LLC, Old Bridge, NJ	\$2,606,260.09	\$ 751,099.98	\$203,621.36	\$67,798.50
Lucas Construction Group, Red Bank, NJ	\$2,748,710.00	\$769,064.00	\$207,389.50	\$69,630.50
Lucas Brother, Inc., Morganville, NJ	\$2,767,494.00	\$735,008.20	\$199,613.80	\$66,162.95
P&A Construction, Inc, Colonia, NJ	\$3,459,230.51	\$1,033,764.20	\$328,036.60	\$153,132.20
Earle Asphalt, Farmingdale, NJ	\$3,829,208.94	\$1,058,247.46	\$283,155.48	\$92,501.25
L&L Paving, Tinton Falls, NJ	\$4,515,766.50	\$1,221,955.00	\$331,450.00	\$115,520.00

WHEREAS, Black Rock Enterprises, LLC, of Old Bridge, NJ is the apparent low bidder; and

WHEREAS, the City has exercised its option to hold bids for 60 days pursuant to the requirements of N.J.S.A 40A:11-24; and

WHEREAS, the City requested an additional 60 day time extension in order to award the project no later than November 17, 2016; and

WHEREAS, the apparent low bidder, Black Rock Enterprises, LLC has consented to said 60 day time extension; and

WHEREAS, Black Rock Enterprises has been recommended to be awarded the bid in a letter dated October 19, 2016 written by the City Engineer; and

WHEREAS, Black Rock Enterprises is recommended to be awarded the Base Bid in the amount of \$2,606,260.09, and Alternate A in the amount of \$751,099.98, and Alternate B in the amount of \$203,621.36, and Alternate C in the amount of \$67,798.50 for a total aggregate amount of \$3,628,779.93; and

WHEREAS, the City Engineer's recommendation is contingent upon (1.) the review and approval of the low bidder's bid documents by the City Attorney, (2.) a certification of the availability of funds from the City's Chief Financial Officer, and (3.) Concurrence of Award by the New Jersey Department of Transportation; and

WHEREAS, the City's Chief Financial Officer has certified that sufficient funds have been allocated and are currently available in the following accounts C-04-55-998-015-000 and C-04-55-998-163-000; and

WHEREAS, the City Attorney has confirmed that the low bidder's bid documents are in satisfactory legal form; and

WHEREAS, the Mayor and/or City Manager are hereby authorized to execute, and the City Clerk to attest, a contract with the lowest responsive bidder for the completion of this project in accordance with the bid documents, so long as the contract is in a form that is deemed satisfactory to the City Attorney.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Asbury Park, Monmouth County, New Jersey, does hereby award the 2015 Road Improvement Program bid to Black Rock Enterprises, LLC in the amount of \$3,628,779.91 for work to be conducted under the Base Bid, Alternate A, Alternate B, and Alternate C. subject to the contingencies set forth herein.

NOW, THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, Superintendent of Public Works, City Engineer and City Manager.

I, CINDY A. DYE, 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. 2016-427 which was finally adopted by the City Council at a meeting held on the 26th day of October, 2016

CERTIFIED BY ME THIS 27th DAY OF October, 2016.

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-427						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	John Moor	Voter	☒	☐	☐	☐
	Amy Quinn	Mover	☒	☐	☐	☐
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐



RESOLUTION NO. 2016-428

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

AUTHORIZING PROJECT MANAGEMENT AND CONSTRUCTION COORDINATION AND INSPECTION SERVICES TO T&M ASSOCIATES FOR THE 2015 ROAD PROGRAM

WHEREAS, on October 18, 2016 the City of Asbury Park received a revised proposal to provide project management, construction coordination and inspection services from T&M Associates for the 4th Ave Roadway Improvements Project in accordance with the 2016 contract for professional services in the amount of \$322,000.00 ; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Capital Account C-04-55-998-163-001; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates to provide construction coordination and inspection services to T&M Associates for the 2015 Road Improvement accordance with the 2016 contract for professional services in the amount of \$322,000.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, Superintendent of Public Works, City Engineer and City Manager.

I, CINDY A. DYE, 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. 2016-428 which was finally adopted by the City Council at a meeting held on the 26th day of October, 2016

CERTIFIED BY ME THIS 27th DAY OF October, 2016.

Cindy Dye, City Clerk

10/20/2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-428						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	John Moor	Voter	☐	☒	☐	☐
	Amy Quinn	Seconder	☒	☐	☐	☐
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Voter	☒	☐	☐	☐
	Jesse Kendle	Mover	☒	☐	☐	☐



RESOLUTION NO. 2016-429

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

AUTHORIZING DESIGN, PROJECT MANAGEMENT AND CONSTRUCTION COORDINATION AND INSPECTION SERVICES TO T&M ASSOCIATES FOR THE 4TH AVENUE IMPROVEMENTS FROM RIDGE TO MEMORIAL

WHEREAS, on October 19, 2016 the City of Asbury Park received a revised proposal to provide project management, construction coordination and inspection services from T&M Associates for the 4th Ave Roadway Improvements Project in accordance with the 2016 contract for professional services in the amount of \$4250,000.00 ; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Capital Account C-04-55-998-164-001; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates to provide project management, construction coordination and inspection services to T&M Associates for the 4th Avenue Improvements in accordance with the 2016 contract for professional services in the amount of \$425,000.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, Superintendent of Public Works, City Engineer and City Manager.

I, CINDY A. DYE, 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. 2016-429 which was finally adopted by the City Council at a meeting held on the 26th day of October, 2016

CERTIFIED BY ME THIS 27th DAY OF October, 2016.

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-429						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	John Moor	Voter	☐	☒	☐	☐
	Amy Quinn	Mover	☒	☐	☐	☐
	Eileen Chapman	Seconder	☒	☐	☐	☐
	Yvonne Clayton	Voter	☐	☒	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐



RESOLUTION NO. 2016-430

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AND LAND DISPOSITION AGREEMENT WITH LAKE GROUP AP LLC AND AUTHORIZING THE TRANSFER OF A PORTION OF BLOCK 3105, LOT 1 TO LAKE GROUP AP LLC

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, in 2002, the City designated, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Act**”), an eleven block area bounded by Main Street, Summerfield Avenue, Grand Avenue, and Lake Avenue as an “area in need of redevelopment” (the “**Central Business District**”); and

WHEREAS, on June 26, 2003 the City Council adopted Ordinance No. 2646 entitled “An Ordinance Establishing a Central Business District Redevelopment Plan for the City of Asbury Park” (the “**Ordinance**”) establishing, pursuant to the Act, a plan as amended and supplemented from time-to-time, (the “**Redevelopment Plan**”) for the redevelopment of the Central Business District; and

WHEREAS, pursuant to Section 4 of the Act (N.J.S.A. 40A:12A-4), the Mayor and Council have determined to act as the “redevelopment entity” (as such term is defined at N.J.S.A. 40A:12A-3) for the Central Business District Area to exercise the powers contained in the Act to facilitate the development of the Project; and

WHEREAS, the City has acted as owner of a certain parcel of real property within the boundaries of the Redevelopment Area, identified on the Official Tax Map of the City as Block 3105, Lot 1 (formerly Block 117, Lot 1), commonly known as Overlook Park and bordered by Grand Avenue to the east, Cookman Avenue to the north and Lake Avenue to the south (the “**City Park**”); and

WHEREAS, the City Park includes a 25’ by 100’ portion at its most south western border that is an unpaved parking lot servicing local business and restaurant patrons (the “**City Owned Property**”) which is physically separated from the City Park and has not been used for park purposes; and

WHEREAS, the Lake Group AP LLC (the “**Redeveloper**”) owns property adjacent to and immediately west of the City Owned Property and fronting on Lake Avenue with a street address of 515 Lake Avenue identified on the Official Tax Map of the City as Block 3105, Lot 2 (formerly

Block 117, Lot 1), (the “**Redeveloper Property**”); and

WHEREAS, the City and the Lake Group AP LLC entered into that certain Option Purchase and Sale Agreement dated March 9, 2009 (the “**Option Agreement**”), and which in general terms, provides for the transfer of the City Owned Property to the Redeveloper to promote and assist in the development of the Redeveloper Property under certain terms and conditions (the combined City Owned Property and Redeveloper Property shall be referred to herein as the “**Project Site**”); and

WHEREAS, in order to implement the Option Agreement, and the development, construction, operation and management of the Project Site and in accordance with N.J.S.A. 40A:12A-8(f) of the Act, the City and the Redeveloper wish to enter into the Redevelopment and Land Disposition Agreement attached hereto as Exhibit A; and

WHEREAS, the City has determined that the redevelopment of the City Owned Property in conjunction with the redevelopment of the Redeveloper Property will contribute to the redevelopment, rehabilitation, and reinvigoration of the City and to the social and economic improvement of the City in accordance with the objectives of the Redevelopment Plan and the Act; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-8(g) and N.J.S.A. 40A:12A-22(j) of the Act, and this Resolution, the Mayor is authorized to transfer the City Owned Property to the Redeveloper upon satisfaction of the applicable terms and conditions in the Option Agreement and the Redevelopment and Land Disposition Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK AS FOLLOWS:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. EXECUTION OF THE REDEVELOPMENT AND LAND DISPOSITION AGREEMENT AND TRANSFER OF A PORTION OF BLOCK 3105, LOT 1 AUTHORIZED

(a) The Mayor is hereby authorized to execute the Redevelopment and Land Disposition 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 Mayor, in consultation with counsel, is hereby authorized to execute and deliver a Deed and related transfer documents to the City Owned Property to the Redeveloper upon satisfaction of the applicable terms and conditions in the Option Agreement and the Redevelopment and Land Disposition Agreement.

(c) The Clerk of the City is hereby authorized and directed, upon the execution of the Redevelopment and Land Disposition Agreement and the Deed in accordance with the terms of Section II (a) and (b) 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.

III. DETERMINATION OF MATTERS IN CONNECTION WITH REDEVELOPMENT AND LAND DISPOSITION AGREEMENT

The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Redevelopment and Land Disposition 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.

IV. SEVERABILITY

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

V. AVAILABILITY OF THE RESOLUTION

A copy of this Resolution shall be available for public inspection at the offices of the City Clerk.

VI. EFFECTIVE DATE

This Resolution shall take effect immediately.

I, CINDY A. DYE, 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. 2016-430 which was finally adopted by the City Council at a meeting held on the 26th day of October, 2016

CERTIFIED BY ME THIS 27th DAY OF October, 2016.

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-430						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	John Moor	Voter	☒	☐	☐	☐
	Amy Quinn	Voter	☒	☐	☐	☐
	Eileen Chapman	Mover	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐

REDEVELOPMENT AND LAND DISPOSITION AGREEMENT

BY AND BETWEEN

THE CITY OF ASBURY PARK

AND

LAKE GROUP AP, LLC

Dated: _____, 2016

Attachment: Redevelopment Agreement - Lake Group AP LLC (Overlook Park) (BAD CODE print-email in PDF) (2016-430 : Sale of Overlook

THIS REDEVELOPMENT AGREEMENT AND LAND DISPOSITION AGREEMENT (the “**Agreement**”) is made this ____ day of _____ 2016 (the “**Effective Date**”) by and between

THE CITY OF ASBURY PARK, a municipal corporation of the State of New Jersey, in its capacity as a “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4 with principal offices at 1 Municipal Plaza, Asbury Park, New Jersey 07712 (the “**City**”);

AND

THE LAKE GROUP AP, LLC, a limited liability company having its principal offices at 64 Speir Drive, South Orange, New Jersey 07079 (the “**Redeveloper**” or the “**Lake Group**”) (and collectively, the “**Parties**” and/or individually a “**Party**”).

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, in 2002, the City designated, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Act**”), an eleven block area bounded by Main Street, Summerfield Avenue, Grand Avenue, and Lake Avenue as an “area in need of redevelopment” (the “**Central Business District**”); and

WHEREAS, on June 26, 2003 the City Council adopted Ordinance No. 2646 entitled “An Ordinance Establishing a Central Business District Redevelopment Plan for the City of Asbury Park” (the “**Ordinance**”) establishing, pursuant to the Act, a plan as amended and supplemented from time-to-time, (the “**Redevelopment Plan**”) for the redevelopment of the Central Business District; and

WHEREAS, pursuant to Section 4 of the Act (N.J.S.A. 40A:12A-4), the Mayor and Council have determined to act as the “redevelopment entity” (as such term is defined at N.J.S.A. 40A:12A-3) for the Central Business District Area to exercise the powers contained in the Act to facilitate the development of the Project; and

WHEREAS, the City has acted as owner of a certain parcel of real property within the boundaries of the Redevelopment Area, identified on the Official Tax Map of the City as Block 3105 Lot 1 (formerly Block 117, Lot 1), commonly known as Overlook Park and bordered by Grand Avenue to the east, Cookman Avenue to the north and Lake Avenue to the south (the “**City Park**”); and

WHEREAS, the City Park includes a 25’ by 100’ portion at its most south western border that is an unpaved parking lot servicing local business and restaurant patrons (the “**City Owned Property**”) as further described in EXHIBIT A, and which is physically separated from the City Park and has not been used for park purposes; and

WHEREAS, the Lake Group owns property adjacent to and immediately west of the City Owned Property and fronting on Lake Avenue with a street address of 515 Lake Avenue identified on the Official Tax Map of the City as Block 3105 Lot 2 (formerly Block 117, Lot 1), (the “**Redeveloper Property**”); and

WHEREAS, the City and Lake Group entered into that certain Option Purchase and Sale Agreement dated March 9, 2009 (the “**Option Agreement**”), attached hereto as **EXHIBIT B** which is incorporated herein by reference and which in general terms, provides for the transfer of the City Owned Property to the Redeveloper to promote and assist in the development of the Redeveloper Property under certain terms and conditions (the combined City Owned Property and Redeveloper Property shall be referred to herein as the “**Project Site**”); and

WHEREAS, the City has obtained the requisite approvals from New Jersey Green Acres Program to transfer the City Owned Property to Redeveloper and has obtained the requisite subdivision approvals from its Planning Board to subdivide the City Owned Property from the City Park; and

WHEREAS, the Option Agreement, pursuant to Section 12(2)(b)(C), requires that the Parties to enter into a Redevelopment Agreement; and

WHEREAS, the City and the Redeveloper desire to enter into this Agreement to act as the Redevelopment Agreement required by Section 12(2)(b)(C) of the Option Agreement, and to set forth certain other obligations by and between the Parties; and

WHEREAS, the City wishes to designate the Redeveloper as the designated redeveloper of the Project Site (the “**Designated Redeveloper**”),

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE 1 DEFINITIONS

1.01 Definitions. As used in this Agreement the following terms shall have the meanings ascribed thereto in the recitals above or ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words “include,” “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation”. The words “agree,” “agreements”, “approval” and “consent” when used in this Agreement shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed,” except or unless the context may otherwise specify. All references to Sections or Articles shall refer to Sections or Articles in this Agreement unless otherwise specified.

“**Applicable Laws**” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, the

MLUL (as defined below), relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

“Applications for Governmental Approvals” shall mean the Plans, drawings, documentation, presentations and applications necessary and appropriate for the purpose of obtaining any and all approvals from any government or public entity required to complete the Project or any part thereof, including, but not limited to, Building Permits.

“Building Permit” shall mean a building permit issued by or on behalf of the City pursuant to the provisions of the New Jersey Uniform Construction Code.

“Certificate of Completion and Termination of Certain Covenants” hereinafter referred to as the **“Certificate of Completion”** shall mean the Certificate of Completion as set forth in Section 4.06 and in the form set forth in **EXHIBIT D**.

“Certificate of Occupancy” shall be as defined in the applicable section of the municipal code of the City and the applicable provisions of the New Jersey Uniform Construction Code.

“Commencement of Construction” and **“Commence Construction”** shall mean any activity by the Redeveloper associated with construction of the Project on the Project Site.

“Completion of Construction” and **“Complete Construction”** shall mean the completion of the Project on the Project Site such that the Project is ready for the use for which it was intended, subject to the installation of (i) seasonal landscaping and (ii) final fixtures, floor coverings and décor items subject to the discretion and demand of purchasers of individual Units within the Project.

“Declaration of Covenants and Restrictions” shall mean the filing with the office of the Monmouth County Clerk with respect to the Project Site of a notice of the covenants and restrictions as set forth in Sections 3.02(a), 3.02(b), 3.02(d), 3.02(l), 4.07, 4.09 and 6.03(b) of this Agreement and in the form set forth in **EXHIBIT C**.

“Event of Default” shall be defined as set forth in Article 6 of this Agreement.

“Event of Force Majeure” shall mean an enforced delay in the performance of obligations of a Party to this Agreement arising from causes beyond that Party’s reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts or omissions of the other parties (including litigation by third parties), fires, floods, epidemics, quarantine restrictions, freight, energy shortages, embargoes, unusual or severe weather, or delays of contractors, subcontractors or material suppliers due to any of the foregoing such causes.

“Final Site Plan” shall mean the final site plan with respect to the development of the

Project Site submitted to, and approved by Resolution of the City's Planning Board or Board of Adjustment, as applicable, in accordance with the MLUL, the Redevelopment Plan, this Agreement and applicable City Ordinances.

“Governmental Approvals” shall mean all government permits, licenses, consents and approvals necessary for the development, construction, lease, sale, occupancy or completion of the Project, or any part thereof, issued by or on behalf of any government and issued in reliance on the Applications for Government Approvals and including approvals from any utility supplier.

“Institution” shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee's welfare, pension or retirement system or any other corporation or organization subject to supervision and regulation by the insurance or banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments.

“MLUL” shall mean the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.*

“Mortgage” shall mean any instrument held by a Permitted Mortgagee constituting a lien on the Project and/or the Project Site or revenues derived therefrom including, without limitation, a mortgage, deed of trust or indenture of mortgage and deed of trust, and any modification, amendment, spreader, consolidation or renewal thereof.

“Permitted Mortgagee” shall mean an Institution which holds a Mortgage on the Project Site.

“Planning Board” shall mean the Planning Board of the City established pursuant to the MLUL.

“Plans” shall mean the plans, including site plans, building floor plans, building elevations, architectural renderings for the Project or any portion thereof. “Plans” shall include, but shall not be limited to, the minimum requirements of Applicable Laws or Project Documents depending on the context of its use in this Agreement.

“Project” shall be defined as set forth in Section 4.01 of this Agreement.

“Qualified Developer” shall be defined as a person, or group of persons, or legally formed entity who has the reasonably necessary amount of experience to construct the Project and the ability to obtain the financing to construct the Project, and/or the Qualified Entity has or will retain the appropriate persons or entities with such experience and/or ability.

“Redeveloper” shall be defined as and shall include the Lake Group, and/or their

successors and/or assigns who are a Qualified Developer(s).

“**Special Assessment**” shall be defined as set forth in Section 4.07 of this Agreement.

1.02 Recitals. The foregoing recitals are incorporated herein by reference.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of the City. The City hereby makes the following representations and warranties:

(a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect.

(b) The City has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the City is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder and has duly executed this Agreement.

(c) All requisite action has been taken by the City and all requisite consents have been obtained in connection with the entering into this Agreement and the instruments and documents referenced herein to which the City is a party, and the consummation of the transaction contemplated hereby, and to the best of the City’s knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the City there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the City entering into or performing its obligations under this Agreement.

(d) This Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms pursuant to all Applicable Laws and the execution and delivery thereof does not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a party or by which it is bound.

(e) The City represents that to the best of its knowledge and belief, there is no action, proceeding or investigation now pending or threatened, nor any basis therefor, known or believed to exist which questions the validity of this Agreement.

2.02 Representations and Warranties of the Redeveloper. The Redeveloper makes the following representations and warranties:

(a) The Redeveloper has the legal capacity to enter into this Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as same applies to the Project as of the date of this Agreement.

(b) The Redeveloper is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Agreement and to authorize and direct the persons

executing this Agreement to do so for and on the Redeveloper's behalf.

(c) To the best of the Redeveloper's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by the Redeveloper pursuant to this Agreement; or (ii) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

(d) The Redeveloper's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder and/or similar agreement of the Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which the Redeveloper is a party.

(e) To the best of the Redeveloper's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents, are true and correct in all material respects. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper are a material factor in the decision of the City to enter into this Agreement.

(f) The cost and financing of the Project will be the responsibility of the Redeveloper.

(g) The Redeveloper is financially and technically capable of performing its obligations with respect to the Project in accordance with the terms of this Agreement.

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City.

(a) The City covenants that it will comply with all Applicable Laws.

(b) The City covenants to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Agreement, and to execute any documents required to obtain such approvals and otherwise to cooperate with the Redeveloper with respect to the Governmental Approvals.

(c) The City covenants it has obtained the requisite approvals from New Jersey Green Acres Program to transfer the City Owned Property to Redeveloper.

(d) The City covenants it has obtained the requisite subdivision approvals from its Planning Board to subdivide the City Owned Property from the City Park.

3.02 Covenants and Restrictions of the Redeveloper.

(a) The Redeveloper shall construct and operate on the Project Site only the Project in accordance with the Redevelopment Plan, this Agreement, applicable City Ordinances and as

approved by the Planning Board.

(b) The Redeveloper, except as provided in Article 5 or as otherwise stated in this Agreement, shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or a portion of the Project as permitted herein, and in such an event the Redeveloper may transfer the portion subject to the Certificate of Occupancy.

(c) The Redeveloper shall keep the Project Site free from any substantial accumulation of debris or waste materials and shall maintain in good condition any landscaping required to be planted on Project Site pursuant to the Final Site Plan.

(d) The Redeveloper shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and the Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Redeveloper shall, in order to effectuate the purposes of this Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, this Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Redeveloper shall, upon completion of construction of the Project, obtain all Government Approvals required, if any, authorizing the occupancy and uses of the Project for the purposes contemplated hereby.

(g) The Redeveloper shall not suspend or abandon or discontinue the performance of its obligations under this Agreement for a period of one hundred twenty (120) consecutive days, provided, however, that a suspension of the performance of its obligations under this Agreement shall be permitted for the reasons set forth in Section 4.05 of this Agreement.

(h) The Redeveloper shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Redeveloper shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, applicable City Ordinances and this Agreement.

(j) The Redeveloper shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(k) The Redeveloper shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction

of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Agreement.

(l) The Redeveloper will make good faith efforts to encourage residents, women, and minority participation in construction and permanent job opportunities, if any, as a result of the Project. The Redeveloper will disseminate information concerning opportunities to contractors, vendors, and organizations based within the City and the County of Monmouth.

(m) The Redeveloper shall record the Declaration of Covenants and Restrictions in the form set forth in EXHIBIT C in the office of the Monmouth County Clerk.

(n) The Redeveloper shall indemnify the City as set forth in Section 9.09 hereof.

3.03 Effect of Covenants. (a) It is intended and agreed that the covenants and restrictions set forth in Sections 3.02(a), 3.02(b), 3.02(d), 3.02(l), 4.07 and 4.09 shall be covenants running with the land except as may be discharged by the issuance of a Certificate of Completion as provided in Section 3.05 and/or except as to Section 4.09 which shall be discharged upon the full payment of the applicable parking fee as detailed in Section 4.09. All covenants in Section 3.02, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the City against the Redeveloper, and any successor in interest to the Project Site, who was involved in the construction, development and/or operation of the Project or any part thereof.

(b) It is intended and agreed that the covenants and restrictions set forth in Section 3.02, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Redeveloper and its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against the City, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project Site or any part thereof.

3.04 Enforcement by City. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.02 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Agreement.

3.05 Duration of Covenants. With respect to the Project, all of the covenants set forth in Sections 3.02 and 4.09 shall be deemed satisfied upon termination of this Agreement as evidenced by the issuance by the City of a Certificate of Completion, provided, however, that

upon issuance of the Certificate of Completion, the covenants provided in Section 3.02(d) and Section 4.07 shall run with and bind the Project Site.

ARTICLE 4 PROJECT IMPLEMENTATION AND LAND DISPOSITION

4.01 Project. It is understood and agreed by and between the Parties that the definition of the term “Project” in the Option Agreement is hereby amended to be a multi unit residential building with not more than twenty (20) residential units with related parking and amenities consistent with the terms of Applicable Laws, Governmental Approvals, the Redevelopment Plan, and this Agreement; and may be constructed in accordance with the applicable bulk and dimensional regulation permitted by the Redevelopment Plan then in effect at the time the Planning Board approvals for the same are obtained pursuant to the Municipal Land Use Law.

4.02 Application for Government Approvals for Project Site. The Redeveloper shall use commercially reasonable efforts to submit (if not already submitted) and diligently prosecute to conclusion, an application to the Planning Board, and all other Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Project permitted by Section 4.01.

4.03 Project; the Redeveloper Deadlines. The Redeveloper shall use commercially reasonable efforts to commence construction of the Project within thirty (30) months of the Effective Date of this Agreement (“**Commencement of Construction**”) and to complete the construction of the Project as evidenced by a Certificate of Completion within forty-eight (48) months of the Effective Date of this Agreement (“**Completion of Construction**”).

4.04 Progress Reports. For so long as this Agreement shall remain in effect, and a upon the City’s written request for a progress report (the “**Progress Report**”) the Redeveloper shall provide a Progress Report to the City within thirty (30) days of receipt of the written request, as to the actual progress of the Redeveloper with respect to (i) the acquisition of Government Approvals; (ii) Commencement of Construction of the Project; (iii) Completion of Construction of the Project; (iv) the marketing and sale of residential units situated within the Project Site; (v) the matters addressed by Sections 3.02(d) and 3.02(l), and (vi) such other matters consistent with this Agreement as the City shall reasonably request be addressed in the Progress Report.

4.05 Extensions. Deadlines set forth in Article 4 shall be reasonably extended as a matter of right in the event of any Event of Force Majeure and as long as the Redeveloper is using commercially reasonable efforts to develop the Project. It is the purpose and intent of this provision that in the event of the occurrence of any such Force Majeure delay, the time or times for performance of the obligations of the City or the Redeveloper shall be extended for a reasonable period not less than the period of the Force Majeure delay.

4.06 Certificate of Occupancy and the Certificates of Completion. (a) Upon Completion of Construction pursuant to Section 4.03 with respect to a Unit (residential, restaurant or retail) in the Project, the Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any such Unit in the Project.

(b) Following the issuance of all of the final Certificates of Occupancy for all of the Units in the Project (which shall be presumptive evidence of satisfaction of all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Agreement, and upon request for the same by the Redeveloper, the City agrees to issue a Certificate of Completion, in the form set forth in **EXHIBIT D** which shall be recorded in the office of the Monmouth County Clerk, and the City Manager is hereby authorized to execute and deliver the Certificate of Completion. The Certificate of Completion shall acknowledge that the Redeveloper has performed all of its duties and obligations and satisfied all covenants and restrictions of the Redeveloper imposed herein with respect to the Project under this Agreement and has completed construction of the Project in accordance with the requirements of this Agreement, except for the covenants that shall survive the issuance of the Certificate of Completion as provided in Section 3.05. The Certificate of Completion (which shall be in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the Redeveloper's covenants in Article 3, with respect to the Project in this Agreement and the Redevelopment Plan with respect to the obligations of the Redeveloper to construct the Project within the dates for completion of same, except for those that survive the issuance of the Certificate of Completion as provided herein. Within thirty (30) days after written request by the Redeveloper, the City shall provide the Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Redeveloper to be entitled to the Certificate of Completion. If the City does not respond within thirty (30) days, the Redeveloper shall send a second thirty (30) day request to the City. Upon the issuance of a Certificate of Completion, or the City's failure to respond to the second thirty (30) days request, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall no longer be subject to eminent domain as a result of those determinations.

4.07 Special Assessment. It is understood and agreed by and between the Parties that the payment of the "special assessment" as stated in Section 12(2)(b)(D) of the Option Agreement, is hereby amended to require only the Project Site to pay the yearly \$7,500.00 assessment (the "**Special Assessment**") which the City shall deposit into its Green Acres fund or similar account to be used for the maintenance of existing City Green Acres properties and/or acquisition of properties to be restricted by Green Acres regulations or for other purposes as permitted by Green Acres laws, rules and regulations. The payment of the Special Assessment shall commence upon the issuance of a temporary or final Certificate of Occupancy for any portion of the Project.

4.08 Land Disposition. Within thirty (30) days of the Effective Date the Parties shall close on the transfer of the City Owned Property from the City to the Redeveloper on a mutually agreeable date and time and place (the "**Closing**"). The City shall pursuant to the terms and conditions contained in the Section 12 of the Option Agreement and in this Agreement, transfer the City Owned Property to the Redeveloper. The Parties acknowledge receipt of the \$25,000.00 deposit required by Section 3 of the Option Agreement and the balance to be paid to the City at Closing shall be One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00). The

deed transferring the City Owned Property to the Redeveloper shall contain a restriction that the City Owned Property shall merge with the Redeveloper Property (and become the Project Site as defined and provided herein) and that the Project Site may not be subdivided.

4.09 Parking/Parking Impact Fee. Redeveloper agrees to use commercially reasonable efforts to provide parking on the Project Site. The Parties recognize that due to the size of the Project Site that the Redeveloper may not be able to provide all of the parking required by the Redevelopment Plan on the Project Site; however the Redeveloper shall make a good faith effort to provide parking on the Project Site. If the Final Site Plan for the Project Site does not contain all of the parking required by the Redevelopment Plan, and the Planning Board does not approve an alternate parking arrangement (such as off-site parking), the Redeveloper shall pay the one time per parking space fee of \$3,000.00 for each space not provided on the Project Site (the “**Parking Impact Fee**”). The Redeveloper shall pay the entire Parking Impact Fee for the entire Project in full to the City prior to the issuance of the first Temporary or Final Certificate of Occupancy, which ever is requested first, for the first unit of the Project. The requirements of this Section shall be contained in the Declaration of Covenants and Restrictions and shall be discharged upon the issuance of the Certificate of Completion.

ARTICLE 5 PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

5.01 Prohibition Against Transfers of Interests by the Redeveloper. The Lake Group recognizes the importance of the Project to the general welfare of the community and that the identity of the Lake Group and its qualifications are critical to the City in entering into this Agreement particularly in view of the public aids that have been made available for the purpose of making such redevelopment possible. Except as is otherwise provided by this Agreement and/or Applicable Laws, the City considers that a transfer of the ownership of the Lake Group or of any part interests of the Managing Members of the Lake Group, or any transfer of ten percent (10%) or more interest of the Managing Members in the Lake Group, to be a transfer or disposition of the Project. The Lake Group recognizes that it is because of its qualifications and identity that the City is entering into this Agreement with the Lake Group, and, in so doing, the City is relying on the obligations of the Lake Group, or other Qualified Developer for the faithful performance of all undertakings and covenants to be performed by the Redeveloper hereunder.

As a result of, but subject to, the terms of the preceding paragraph, prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and unless the Redeveloper obtains the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, the Redeveloper agrees for itself and any successor in interest that, except as otherwise provided in this Agreement, (i) there shall be no transfer by any owner of any controlling interest in the Redeveloper, or by any successor in interest to such owner of any interest in the Redeveloper, (ii) nor shall any such owner or successor in interest suffer any such transfer to be made, (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Redeveloper or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of the Redeveloper, by any other method or means, whether by increased capitalization, merger with another corporation, partnership, or limited liability entity or otherwise. For purposes of this Agreement, the term “owner” or

“**owners**” is defined to include the interests of any managing member(s), or any transfer of ten percent (10%) or more interest in the Redeveloper, as the case may be, and the owners of such members, partners, or shareholders.

5.02 Exemptions from Prohibited Transfers. Notwithstanding the foregoing, following notice to the City, and with the consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed, the following shall not constitute a prohibited transfer, for pursuant to Section 5.01 or any other Section of the Agreement, and an assignment of rights under this Agreement shall be approved and consented to under the following circumstances: (i) if the transfer is to a Qualified Developer and/or (ii) if the assignee is an entity controlled by, or under common control of the Redeveloper or Managing Member of the Redeveloper; (iii) and in the case of 5.02(i) and/or 5.02(ii) the assignee of the Redeveloper shall assume all of the obligations of the assignor Redeveloper hereunder, but the assignor Redeveloper shall remain primarily liable for the performance of such assignee Redeveloper’s obligations until the issuance of the Certificate of Completion when all such liability of the assignor Redeveloper shall terminate, (iv) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City, (v) such assignment does not violate any of the Government Approvals.

5.03 Transfer of Agreement. The Redeveloper further agrees for itself, and its successors and assigns, that prior to the completion of the Project or any portion thereof, as evidenced by the issuance of a Certificate of Completion it will not make or create, or suffer to be made or created, any sale, assignment, conveyance, lease or transfer in any other mode or form (collectively, the “**Transfers**”) of its interests in the Project Site or its interest in this Agreement or in this Project, or any part thereof or any interest therein, without the prior written approval of the City, except as provided below, and except as stated in this Article 5.

5.04 Consent to Permitted Transfers. (a) The City hereby consents, without the necessity of further approvals, to the following which shall be deemed “**Permitted Transfers**”: (i) any Mortgage or related security granted by the Redeveloper to a Permitted Mortgagee for the purpose of obtaining the financing necessary to enable the Redeveloper or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Agreement with respect to Completion of the Project and any other purpose authorized by this Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Redeveloper to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project; (iii) any transfer related to any contract to sell a unit in the Project to a purchaser and/or the sale of such unit upon its completion and the issuance of a Certificate of Occupancy; (iv) any transactions involving any lease or occupancy agreement(s) for all portions of the Project or the Project Site, provided that the same are in compliance with this Agreement, (v) any transfer resulting from the death or disability of any person who is a member or had any ownership of the Redeveloper entity.

(b) With respect to any of the Transfers listed in Sections 5.04(a)(i) 5.04(a)(ii), and 5.04(a)(v) the Redeveloper shall provide to the City written notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such Transfers.

5.05 Prohibition Against Speculative Development. Because of the importance of Project to the general welfare of the community, the Redeveloper represents and agrees that its undertakings pursuant to this Agreement will not be used for speculation in land holding. Speculation in land holding shall be defined as the holding of the Project Site with the intent of not developing the Project Site and that by such holding the Project Site will become more valuable.

5.06 Information as to Ownership of Redeveloper. In order to assist in the effectuation of the purpose of this Article 5, the Redeveloper agrees that during the period between the execution of this Agreement and the completion of the Project as evidenced by the issuance of a Certificate of Completion, the Redeveloper shall, at such time or times as the City may reasonably request, furnish the City with a complete statement subscribed and sworn to by the managing partner, managing member or other executive officer or member of the Redeveloper, setting forth all of the partners, both general and limited, managing members, shareholders, or other owners of equity interests of the Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Redeveloper, their names and the extent of such interests.

ARTICLE 6 DEFAULT AND REMEDIES

6.01 City Defaults. The following shall constitute an Event of Default by the City: the failure of the City to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of thirty (30) days, after receipt by the City of written notice from the Redeveloper specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the thirty (30) days after such written notice has been given, it shall not be an Event of Default as long as the City is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

6.02 Redeveloper Defaults. Any one or more of the following shall constitute an Event of Default by the Redeveloper:

(a) The Redeveloper or its successor in interest shall (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, the Special Assessment or governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days or, (ii)(a) Redeveloper's placement on the Project Site any encumbrance or lien unauthorized by this Agreement, or (b) upon the Redeveloper receiving notice in any manner and from any source, the Redeveloper's failure to seek the removal of any levy or attachment or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and with respect to (ii) (a) or (b), provision reasonably satisfactory to the City that the Redeveloper has initiated the necessary action for the removal or discharge of such unauthorized encumbrance or lien within sixty (60) days after written demand by the City to do so.

(b) Failure of the Redeveloper to observe and perform any covenant, condition,

representation, warranty or agreement hereunder, and continuance of such failure for a period of thirty (30) days, after receipt by the Redeveloper of written notice from the City specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the thirty (30) days after such written notice has been given, it shall not be an Event of Default as long as the Redeveloper is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(c) (i) The Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Redeveloper and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Redeveloper, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Redeveloper, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Redeveloper, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Redeveloper, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; (ix) the Redeveloper shall have suspended the transaction of its usual business for one hundred twenty (120) consecutive days.

(d) There is, in violation of this Agreement, a transfer or assignment as prohibited in Article 5, the Redeveloper receives a written notice of the violation, and the violation is not corrected within a period of sixty (60) days.

6.03 Remedies of City upon Event of Default by the Redeveloper. (a) Whenever any Event of Default by the Redeveloper shall have occurred and be continuing, and the Redeveloper receives a written notice of the violation, and the violation is not corrected within a period of sixty (60) days the City may terminate this Agreement, rescind any designation of the Redeveloper as the Designated Developer of the Project Site and/or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Redeveloper under this Agreement, provided that no remedy available to the City shall prohibit the Redeveloper from completing sales of Units in the Project to contract purchasers in accordance with the terms of the preliminary offering statement approved by the New Jersey Department of Community Affairs, assert or impose liability on the Redeveloper for damages.

(b) Right of Reverter. In addition to and in amplification of any other rights and remedies available to the City under this Agreement, in agreement between the Parties or available at law or in equity, upon the occurrence of an uncured Event of Default the City shall

have a right of reverter as provided in Section 12(2)(d)(i) of the Option Agreement (the “**Reverter**”) only as to the City Owned Property and not as to the Redeveloper Property which states:

The Deed will contain a limited right of reverter to the City, which the City may but is not obligated to exercise in the event the Redevelopment Agreement is terminated by reason of an Event of Default attributable to Redeveloper’s acts or omissions after conveyance of the City-Owned Property to Redeveloper. Such right of reverter shall be subordinate to any Mortgage on the property. Upon the exercise of such right the City will reimburse to the Redeveloper or the Mortgagee, as the case may be, the Purchase Price and any charges incurred by Redeveloper to remediate or otherwise respond to the known or suspected environmental conditions (including “soft costs” such as professional fees, site audit costs, agency processing and the like, but specifically excluding fees paid to Redeveloper or to any affiliate of Redeveloper); in all events less any unpaid amounts due and owing to the City by Redeveloper pursuant to the terms of the Option Purchase and Sale Agreement dated March 9, 2009 and/or this Redevelopment Agreement and Land Disposition Agreement at the time the right is exercised.

Additionally, if the City chooses to exercise the Reverter for an uncured Event of Default resulting from a failure to pay any real estate taxes, payments in lieu of real estate taxes, the Special Assessment or governmental assessments on the Project Site or any part thereof pursuant to Section 6.02(a)(i) only, the City shall send a notice to the Redeveloper of its intent to exercise the Reverter and if Redeveloper does not cure the Event of Default within thirty (30) calendar days from the date of the notice, the City may then exercise the Reverter.

In such an instance, the right and title to the City Owned Property shall revert to the City without need for any further action by the City including any action in a court of competent jurisdiction. Notwithstanding the foregoing, the City may prosecute any action it deems desirable and/or may record an instrument evidencing the City’s title to the City Owned Property. This Reverter shall be contained in the Deed transferring the City Owned Property and shall be discharged upon the issuance of the Certificate of Completion.

(c) In addition to, and not in limitation of, the remedies available to the City, the City may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 5; or (ii) any action by the Redeveloper in breach of covenants as set forth in Article 3, Sections 4.07, 4.09 and/or 6.03(b).

6.04 Remedies of the Redeveloper upon Event of Default by the City. Whenever any Event of Default by the City shall have occurred and be continuing, the Redeveloper may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the City under this Agreement.

6.05 Restoration of Status. In case the City or the Redeveloper, as applicable, shall have proceeded to enforce its rights under this Agreement and (i) such proceedings shall have been discontinued or abandoned for any reason by both the City and the Redeveloper, or (ii) shall have been determined adversely to the City or the Redeveloper, as applicable, then the

Redeveloper and the City shall be restored to their respective positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City and this Agreement shall continue as though no such proceedings had been taken.

6.06 Failure or Delay by Either Party. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.07 Remedies Cumulative. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE 7 COOPERATION AND COMPLIANCE

7.01 Implementation of Agreement and Redevelopment Plan. The Parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy the terms and conditions of this Agreement and the Redevelopment Plan as it applies to the Project and further agree to cooperate as may be reasonably requested by any Permitted Mortgagee of the Redeveloper in connection with obtaining financing for the Project or a part thereof; provided, however, that all cost of such action shall be borne by the Redeveloper. Such cooperation shall also include the City considering in good faith any reasonable amendments and/or modifications of this Agreement requested by a mortgage company and/or other financing source where such mortgage and/or financing is required to develop the Project and which amendments and/or modifications do not substantially or materially increase the obligations of the City or adversely effect the interests of the City.

ARTICLE 8 MORTGAGE FINANCING; RIGHTS OF THE MORTGAGEE

8.01 Mortgage Financing. All monies obtained in connection with any construction financing for the Project must be devoted to the construction of improvements within the Project Site, related hard costs such as land acquisition, and related soft costs such as interest, professional fees and filing fees. Thereafter, upon completion of the Project, as evidenced by issuance of a Certificate of Completion for the Project, the Redeveloper or any other entity may refinance the Project Site without restriction.

8.02 Completion of Project by Mortgagee. Notwithstanding any of the provisions of this Agreement, , any Permitted Mortgagee holding a Mortgage on the Project Site including any such holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other court proceedings, or action in lieu thereof, as a result of foreclosure or other court proceedings, or action in lieu thereof, but not including (i) any other party who thereafter obtains

title to the Project Site from or through such holder or (ii) any purchaser at foreclosure sale shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement be construed to so obligate such holder; provided that nothing in this Article or any other Article or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Redevelopment Plan.

8.03 Notice to Mortgagee. If the City shall deliver any notice or demand to the Redeveloper with respect to any Event of Default by the Redeveloper of its obligations or covenants under this Agreement, the City shall forward a copy of such notice or demand to each Permitted Mortgagee holding any Mortgage authorized by this Agreement. The Redeveloper shall promptly advise the City of the name and address of any Permitted Mortgagee upon the closing of any Mortgage loan to such Permitted Mortgagee.

8.04 Mortgagee's Right to Cure Default. After delivery of notice of an Event of Default, each Permitted Mortgagee shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such Event of Default and to add the cost thereof to the Mortgage debt and the lien of its Mortgage; provided that, if the breach or default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to permit or authorize such Permitted Mortgagee, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the holder's security, including the improvements or construction already begun) without first having expressly assumed the obligation to the City, by written agreement reasonably satisfactory to the City, to complete, in the manner provided in this Agreement, the Project on the Project Site or the part thereof to which the lien, interest or title of such holder relates.

Any such Permitted Mortgagee shall cure the Event of Default (i) within 30 days of receipt of notice of same in the case of a monetary default and (ii) within 60 days of receipt of notice of same in the case of a non-monetary default, except that if the cure by any Permitted Mortgagee cannot reasonably be cured within such 60 day period and the Permitted Mortgagee commences the cure within the 60 day period and diligently pursues same, the City shall reasonable extend the Permitted Mortgagees time to cure for a commercially reasonable period of time.

Any such Permitted Mortgagee who shall properly complete the Project or applicable part thereof shall be entitled, upon written request made to the City, to receive the Certificate of Occupancy and the Certificate of Completion as set forth in this Agreement.

ARTICLE 9 MISCELLANEOUS

9.01 Conflict with Option Agreement. To the extent that the rights and responsibilities of the Redeveloper and/or of the City contained in this Agreement are inconsistent with the rights and responsibilities of the Parties as set forth in the Option

Agreement or any other agreement between the Parties, then provisions of this Agreement shall govern.

9.02 No Consideration for Agreement. The Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the City, any money or other consideration for or in connection with this Agreement.

9.03 Non-Liability of Members, Officers, Managers, Officials and Employees. No member, official or employee of the City shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Agreement. No member, officer, or employee of the Redeveloper shall be personally liable to the City under this Agreement.

9.04 Inspection of Books and Records.

(a) The City shall have the right at all reasonable times on reasonable advance notice to the Redeveloper to inspect the books and records of the Redeveloper pertinent to the requirements of this Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.

(b) The Redeveloper shall have the right at all reasonable times to inspect the books and records of the City pertinent to the purposes of this Agreement.

(c) A period of fourteen days' advance notice, or any lesser period agreed to by the Parties, shall be deemed reasonable.

(d) Such inspections must be performed at a time and in a manner as to not unreasonably interfere with the business operations of the Party whose books and records are being inspected.

9.05 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Redeveloper and the City.

9.06 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

9.07 Title of Articles and Sections. The titles of the several Articles and Sections of this Agreement, as set forth in the Table of Contents or at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

9.08 Severability. The validity of any Articles and Section, clause or provision of this

Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

9.09 Indemnification. The Redeveloper, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the City, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting solely from or in connection with one or a combination of the following (i) any breach by the Redeveloper or its agents, employees or consultants, of the Redeveloper's obligations under this Agreement, or (ii) the acts or omissions of the Redeveloper agents, contractors or subcontractors, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project.

9.10 Governing Law, Forum Selection, and Waiver of Jury Trial. The Parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Monmouth County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby. Each of the Parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Monmouth County, in any such suit, action or proceeding and to the laying of venue in such Court. Each Party hereto irrevocably waives any objection to the laying of venue or that any such action or proceeding brought in said Court has been brought in an inconvenient forum. The Parties further agree that any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

9.11 Notices. Any notice by a Party to this Agreement to another of the Parties shall be deemed to have been properly given only if (i) delivered personally or (ii) sent by registered or certified mail return receipt requested in a postage paid envelope or (iii) sent by nationally recognized overnight delivery service to a Party at such Party's address set forth in this Section or such other address as a Party may designate in writing in accordance with this Section. Notices shall be deemed to have been duly given when received by the addressee or upon the addressee's refusal to accept delivery. The terms of this Section 9.11 shall apply to any Permitted Mortgagee upon such Permitted Mortgagee or Redeveloper giving notice to the other Parties of its identity and address in accordance with this Section.

Notice to the Redeveloper shall be sent to:

The Lake Group AP, LLC
c/o Andrew Lewis
64 Speir Drive
South Orange,
New Jersey 0709

with a copy to:

Gary E. Cohen, Esq.
180 Main Avenue
Passaic, New, Jersey 07055

Notice to the City shall be sent to:

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

with a copy to:

McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

9.12 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.

[Space Intentionally Blank, Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Attest:

THE CITY OF ASBURY PARK

Cindy Dye, City Clerk

By: _____

John Moor, Mayor

Date: _____

Witness:

LAKE GROUP AP, LLC

By: _____

Andrew Lewis, Managing Member

Date: _____

EXHIBIT A

Metes and Bounds Description of City Owned Property

Attachment: Redevelopment Agreement - Lake Group AP LLC (Overlook Park) (BAD CODE print-email in PDF) (2016-430 : Sale of Overlook

EXHIBIT B

Option Purchase and Sale Agreement dated March 9, 2009

Attachment: Redevelopment Agreement - Lake Group AP LLC (Overlook Park) (BAD CODE print-email in PDF) (2016-430 : Sale of Overlook

EXHIBIT C

Declaration of Covenants and Restrictions

Prepared by:

Karl P. Kemm, Esq.Record and Return to:Karl P. Kemm, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068**DECLARATION OF COVENANTS AND RESTRICTIONS****Block 3105, Lot 2****in the City of Asbury Park, Monmouth County, New Jersey****(Record in Mortgage Book)**

This Declaration of Covenants and Restrictions (“**Declaration**”) is made this ____ day of _____ 2016 by and between

THE CITY OF ASBURY PARK (the “**City**”), a municipal corporation of the State of New Jersey, in its capacity as a “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4 with principal offices at 1 Municipal Plaza, Asbury Park, New Jersey 07712;

AND

LAKE GROUP AP, LLC, a limited liability company having its principal offices at 64 Speir Drive, South Orange, New Jersey 07079 (hereinafter referred to as the “**Redeveloper**” and collectively, the “**Parties**”).

RECITALS:

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, in 2002, the City designated, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Act**”), an eleven block area bounded by Main Street, Summerfield Avenue, Grand Avenue, and Lake Avenue as an “area in need of redevelopment” (the “**Central Business District**”); and

WHEREAS, on June 26, 2003 the City Council adopted Ordinance No. 2646 entitled “An Ordinance Establishing a Central Business District Redevelopment Plan for the City of Asbury Park” (the “**Ordinance**”) establishing, pursuant to the Act, a plan as amended and supplemented from time-to-time, (the “**Redevelopment Plan**”) for the redevelopment of the Central Business District; and

WHEREAS, pursuant to Section 4 of the Act (N.J.S.A. 40A:12A-4), the Mayor and Council have determined to act as the “redevelopment entity” (as such term is defined at N.J.S.A. 40A:12A-3) for the Central Business District Area to exercise the powers contained in the Act to facilitate the development of the Project; and

WHEREAS, the City has acted as owner of a certain parcel of real property within the boundaries of the Redevelopment Area, identified on the Official Tax Map of the City as Block 3105 Lot 1 (formerly Block 117, Lot 1), commonly known as Overlook Park and bordered by Grand Avenue to the east, Cookman Avenue to the north and Lake Avenue to the south (the “**City Park**”); and

WHEREAS, the City Park includes a 25’ by 100’ portion at its most south western border that is an unpaved parking lot servicing local business and restaurant patrons (the “**City Owned Property**”) which is physically separated from the City Park and has not been used for park purposes; and

WHEREAS, the Redeveloper owns property adjacent to and immediately west of the City Owned Property and fronting on Lake Avenue with a street address of 515 Lake Avenue identified on the Official Tax Map of the City as Block 3105 Lot 2 (formerly Block 117, Lot 1), (the “**Redeveloper Property**”); and

WHEREAS, the City and the Redeveloper entered into that certain Option Purchase and Sale Agreement dated March 9, 2009 (the “**Option Agreement**”), and which in general terms, provides for the transfer of the City Owned Property to the Redeveloper to promote and assist in the development of the Redeveloper Property under certain terms and conditions (the combined City Owned Property and Redeveloper Property shall be referred to herein as the “**Project Site**”); and

WHEREAS, in order to implement the Option Agreement, development, construction, operation and management of the Project Site situated in the Central Business District containing the City Owned Property and the Redeveloper Property now designated as Block 3105, Lot 2 (the “**Project Site**”), the Governing Body of the City by duly adopted resolution authorized the execution of Redevelopment and Land Disposition Agreement with the Redeveloper dated _____, 2016 (the “**Agreement**”) in accordance with N.J.S.A. 40A:12A-8(f) of the Act; and

WHEREAS, this Declaration is entered into and recorded in accordance with N.J.S.A. 40A:12A-9 of the Act and pursuant to the Agreement, the Parties desires to put all future grantees and the public on notice of certain covenants and restrictions contained in the Agreement with respect to the Project Site.

WITNESS:

1. Recitals. The Recitals are incorporated herein as if set forth at length.
2. Terms. Terms not otherwise defined herein shall have the meaning assigned to such terms in the Agreement.

3. Covenants and Restrictions of the Entity Running with the Land.

(a) Pursuant to Section 3.02(a) of the Agreement: “The Redeveloper shall construct and operate on the Project Site only the Project in accordance with the Redevelopment Plan, this Agreement, applicable City Ordinances and as approved by the Planning Board.”

(b) Pursuant to Section 3.02(b) of the Agreement: “The Redeveloper, except as provided in Article 5 or as otherwise stated in this Agreement, shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or a portion of the Project as permitted herein, and in such an event the Redeveloper may transfer the portion subject to the Certificate of Occupancy.”

(c) Pursuant to Section 3.02(d) of the Agreement: “The Redeveloper shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and the Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.”

(d) Pursuant to Section 3.02(l) of the Agreement: “The Redeveloper will make good faith efforts to encourage residents, women, and minority participation in construction and permanent job opportunities, if any, as a result of the Project. The Redeveloper will disseminate information concerning opportunities to contractors, vendors, and organizations based within the City and the County of Monmouth.”

(e) Pursuant to Section 4.07 of the Agreement: “It is understood and agreed by and between the Parties that the payment of the “special assessment” as stated in Section 12(2)(b)(D) of the Option Agreement, is hereby amended to require only the Project Site to pay the yearly \$7,500.00 assessment (the “Special Assessment”) which the City shall deposit into its Green Acres fund or similar account to be used for the maintenance of existing City Green Acres properties and/or acquisition of properties to be restricted by Green Acres regulations or for other purposes as permitted by Green Acres laws, rules and regulations. The payment of the Special Assessment shall commence upon the issuance of a temporary or final Certificate of Occupancy for any portion of the Project.”

(f) Pursuant to Section 4.09 of the Agreement: “Redeveloper agrees to use commercially reasonable efforts to provide parking on the Project Site. The Parties recognize that due to the size of the Project Site that the Redeveloper may

not be able to provide all of the parking required by the Redevelopment Plan on the Project Site; however the Redeveloper shall make a good faith effort to provide parking on the Project Site. If the Final Site Plan for the Project Site does not contain all of the parking required by the Redevelopment Plan, and the Planning Board does not approve an alternate parking arrangement (such as off-site parking), the Redeveloper shall pay the per parking space fee of \$3,000.00 for each space not provided on the Project Site (the "Parking Impact Fee"). The Redeveloper shall pay the entire Parking Impact Fee for the entire Project in full to the City prior to the issuance of the first Temporary or Final Certificate of Occupancy, whichever is requested first, for the first unit of the Project. The requirements of this Section shall be contained in the Declaration of Covenants and Restrictions and shall be discharged upon the issuance of the Certificate of Completion."

4. Effect of Covenants and Restrictions.

(a) It is intended and agreed that the Covenants set forth in Section 3(d) of this Declaration shall survive as against the Redeveloper and the Covenants provided in Section 3(c) of this Declaration and Section 3(e) of this Declaration ("**Covenants**" or "**Covenant**") shall survive and run with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement and this Declaration, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against the Entities, its successors and assigns and every successor in interest therein, and any person in possession or occupancy of the Project Site or any part thereof. The Covenants herein shall be binding on the Entities themselves, each successor in interest to the Entities and each party in possession or occupancy, respectively, only for such period as the Entities or such successor or party shall be in possession or occupancy of the Project Site or any part thereof.

(b) In amplification, and not in restriction, of the provisions of Section 3 of this Declaration or in the Agreement, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the Covenants set forth in the Agreement and this Declaration, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such Covenants have been provided. Such Covenants shall run in favor the City for the entire period during which such Covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein. The City shall have the right, in the event of any breach of any Covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant or restrictions, to which it or any other beneficiaries of the Covenants may be entitled.

4. Remedies of the City upon Event of Default. In addition to, and not in limitation of, the remedies available to the City as set forth in the Agreement, the City may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent any action by the Redeveloper or subsequent owner of all or a portion of the Project in breach of covenants set forth above.

5. Counterparts. This Declaration may be executed in counterparts, all of which when taken together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration of Covenants and Restrictions to be executed in their names by their duly authorized officials or managers, as the case may be, and their corporate seals to be hereunto affixed attested to by their duly authorized officers all as of the date first written above.

Attest:

The City of Asbury Park

Cindy Dye, City Clerk

By: _____
John Moor, Mayor

SEAL Date: _____, 2016

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 2016, 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

Witness/Attest:

Lake Group AP, LLC

By: _____
 Andrew Lewis, Managing Member

Date: _____, 2016

STATE OF NEW JERSEY,
 COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 2016, Andrew Lewis 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 Lake Group AP, LLC; and
- (c) executed the instrument as the act of Lake Group AP, LLC

 Notary Public

EXHIBIT D
Certificate of Completion

Prepared by:

Karl P. Kemm, Esq.

Record and Return to:

Karl P. Kemm, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

**CERTIFICATE OF COMPLETION
AND TERMINATION OF CERTAIN COVENANTS**

WHEREAS, the City of Asbury Park (the “City”) and Lake Group AP, LLC (the “**Redeveloper**”), entered into a certain agreement with an Effective Date of _____, 2016 and entitled “Redevelopment and Land Disposition Agreement by and Between The City of Asbury Park and Lake Group AP, LLC” (the “**Agreement**”); and

WHEREAS, in accordance with Section 3.02(m) of the Agreement a Declaration of Covenants and Restrictions was recorded on January _____, 2016 in Monmouth County Book _____ Page _____; and

WHEREAS, in accordance with Section 4.06(b) of the Agreement this Certificate of Completion shall serve as acknowledgment that Redeveloper has performed all of its duties and obligations with respect to the Project (as such term is defined in the Agreement) under the Agreement and has completed construction of the Project in accordance with the requirements of the Agreement,

NOW THEREFORE,

(1) This Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the Redeveloper’s responsibilities and covenants to construct the Project within the dates for completion set forth in the Agreement and the Central Business District Plan and compliance with all other responsibilities and covenants in the Agreement.

(2) As of the date hereof, the conditions that were found and determined to exist with respect to the Property (as defined in the Agreement) at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist and the Property shall no longer be subject to the possibility of eminent domain as a result of those determinations.

(3) Declaration of Covenants and Restrictions (the “**Declaration**”) is discharged except the Covenants provided in Section 3(c) of the Declaration and Section 3(e) of the Declaration shall survive and shall run with the land.

IN WITNESS WHEREOF, the City has executed this Certificate of Completion effective as of the date below.

Attest:

The City of Asbury Park

Cindy Dye, City Clerk

By: _____
_____, City Manager

SEAL

Date: _____, 20__

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 20__, _____ 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 City Manager of the City of Asbury Park; and
- (c) executed the instrument as the act of the City of Asbury Park.

Notary Public



RESOLUTION NO. 2016-431

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

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, SUPPORT SUBMISSION OF APPLICATION FOR NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP)

WHEREAS, the City of Asbury Park is applying for funding to the Transportation Alternatives Program for pedestrian and bicycle improvements on Main Street (State Route 71) in Asbury Park; and

WHEREAS, the project will help to create more livable communities with the proposal of bicycle racks, street trees, street furniture and intersection art (“street quilt”) for residents and shoppers of Main Street; and

WHEREAS, maintenance of the improvements, once constructed, will be assumed by the City of Asbury Park with the exception of (1) local ordinances that places maintenance responsibility with each individual property owner, and (2) those crosswalks on State or County Highways;

NOW, THEREFORE BE IT RESOLVED, by the Council of Asbury Park that it hereby supports the submission of a grant application for the Transportation Alternatives Program within the State of New Jersey Department of Transportation and authorizes the Mayor, Manager and the Municipal Clerk to execute any and all documents necessary and related to the submission of said grant application or grant agreement.

I, CINDY A. DYE, 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. 2016-431 which was finally adopted by the City Council at a meeting held on the 26th day of October, 2016

CERTIFIED BY ME THIS 27th DAY OF October, 2016.

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-431						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	John Moor	Voter	☒	☐	☐	☐
	Amy Quinn	Voter	☒	☐	☐	☐
	Eileen Chapman	Mover	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2016-40**

**BOND ORDINANCE PROVIDING FOR VARIOUS
COMMUNICATION SYSTEM IMPROVEMENTS, BY AND
IN THE CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING
\$1,500,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$1,428,571 BONDS OR NOTES OF THE CITY
TO FINANCE PART OF THE COST THEREOF**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ASBURY
PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY** (not less than two-
thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

SECTION 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a general improvement or purpose to be undertaken by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"). For the said improvement or purpose stated in Section 3, there is hereby appropriated the sum of \$1,500,000, which is inclusive of \$71,429 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.

SECTION 2. For the financing of said improvement or purpose described in Section 3 hereof and to meet the part of said \$1,500,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the City are hereby authorized to be issued in the principal amount of \$1,428,571 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said

improvement or purpose, negotiable notes of the City in a principal amount not exceeding \$1,428,571 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued include various communication system improvements by and for the City, which improvements shall include, but are not limited to, as applicable, emergency and other City communication system improvements and the acquisition of all equipment, radios, technology hardware and software and any other communication equipment necessary to improve the City's communication system and shall also include all engineering and design work, preparation of plans and specifications, permits, bid documents, inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$1,428,571.

(c) The estimated cost of said improvement or purpose is \$1,500,000, inclusive of the down payment in the amount of \$71,429 for said improvement or purpose.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Monmouth make a contribution or grant in aid to the City, for the improvement and purpose authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Monmouth. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Monmouth, shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the City as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the City, provided that no note shall mature later than one (1) year from its date or otherwise authorized by the Local

Bond Law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Capital Budget of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs will be on file in the office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense and is an improvement which the City may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 10 years.

(c) 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, New Jersey Department of Community Affairs, 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 or notes provided for in this bond ordinance by \$1,428,571 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$300,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purpose or improvement hereinbefore 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 bonds or notes authorized by this bond ordinance. The bonds or notes shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable real property within

the City for the payment of the bonds or notes 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 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. 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. 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 this bond ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval, as provided by the Local Bond Law.

RESULT:

MOVER:

SECONDER:

AYES:

Chapman, Yvonne Clayton

NAYS:

DATED: October 26, 2016

ADOPTED [4 TO 1]

Yvonne Clayton, Councilmember

John Moor, Mayor

John Moor, Amy Quinn, Eileen

Jesse Kendle

CINDY A. DYE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2016

JOHN MOOR,
Mayor of the City of Asbury Park



**Asbury Park, New Jersey
ORDINANCE NO. 2016-42**

**AN ORDINANCE VACATING A PORTION OF LEE'S LANE RIGHT OF WAY
ASBURY PARK, NEW JERSEY**

WHEREAS, in 1970 under the predecessor law to the present Local Redevelopment and Housing Law (*N.J.S.A. 40A:12A-1 et seq.*, the "Act") the City of Asbury Park adopted a Redevelopment Plan ("Initial Plan") for the Springwood Avenue Redevelopment Area ("Area"); and

WHEREAS, since that time the Area has been redefined and the Initial Plan has been amended which resulted in the current plan entitled the "Amended Springwood Avenue Redevelopment Plan" dated December 19, 2007 ("Redevelopment Plan"); and

WHEREAS, in order to effectuate the terms of the Plan and the redevelopment of Block 803, Lots 1-14, located at the southeast corner of the intersection of Springwood Avenue and Atkins Avenue, it is necessary and desirable to vacate the remaining portion of the Lee's Lane Right of Way which is an undeveloped paper street; and

WHEREAS, the City is authorized to vacate a portion of the Lee's Lane Right of Way pursuant to *N.J.S.A. 40A:12A-8(d), (f) and (n)* of the Local Redevelopment and Housing Law and *N.J.S.A. 40:67-1 et seq.*

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

1. All public rights and privileges now possessed by the City of Asbury Park in the portion of the Lee's Lane Right of Way as further detailed on the attached Plan, entitled: "Map Showing Lee's Lane to Be Vacated, City of Asbury Park, Monmouth County, New Jersey", (copy on file with City Clerk) and the accompanying Metes & Bounds description, entitled: "Description of Lee's Lane To Be Vacated City of Asbury Park, Monmouth County, New Jersey, Schedule B" (copy on file with City Clerk) prepared by Michael S. Finnegan., a New Jersey Professional Land Surveyor and Engineer, be and are hereby vacated and extinguished except for a 4 foot wide drainage easement running north to south adjacent to Lot 14.

2. Title to the area being vacated shall merge with title to the adjacent property as further detailed in the attached Plan and Metes & Bounds description (copy on file with City Clerk).

3. There is hereby reserved and excepted from said vacation all rights and privileges now possessed by public utilities, as defined in *N.J.S.A. 48:2-13*, and by any cable television franchise company as defined in the "Cable Television Act." P.L. 1972, c. 186 (*N.J.S.A. 48:5A-1 et seq.*), to maintain, repair or replace their existing facilities in, adjacent to, over or under any part thereof of the area being vacated.

4. The Official Zoning Map of the City of Asbury Park is hereby amended in accordance with the requirements of this Ordinance.

5. The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

6. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

7. This Ordinance shall take effect upon final passage and publication in accordance with the law and recording with the County of Monmouth.

I, CINDY A. DYE, 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. 2016-42 which was finally adopted by the City Council at a meeting held on the 26 26th day of October, 2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Ordinance 2016-42						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Introduced			Yes/Aye	No/Nay	Abstain	Absent
	John Moor	Voter	☒	☐	☐	☐
	Amy Quinn	Voter	☒	☐	☐	☐
	Eileen Chapman	Seconder	☒	☐	☐	☐
	Yvonne Clayton	Mover	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐



**Asbury Park, New Jersey
ORDINANCE NO. 2016-43**

**AN ORDINANCE AMENDING AN ORDINANCE ENTITLED ‘STREETS, SIDEWALKS
AND SIDEWALK SIGNS; WORK WITHIN CITY RIGHT-OF-WAY AREAS’
CHAPTER 16-1 OF THE REVISED GENERAL ORDINANCES OF THE CITY OF
ASBURY PARK, MONMOUTH COUNTY, AND STATE OF NEW JERSEY**

BE IT ORDAINED by the Mayor and Council of the City of Asbury Park, that Chapter 16-1 entitled “STREETS, SIDEWALKS AND SIDEWALK SIGNS; WORK WITHIN CITY RIGHT-OF-WAY AREAS” of the Ordinances of the City of Asbury Park is hereby amended and that those portions of the aforesaid set forth below are hereby amended as follows and that those portions of the Ordinance not set forth below shall remain unchanged:

23-1 STREET OPENINGS.

23-1.1 Purpose.

The purpose of this section is to establish regulations and fees for the opening of municipal streets within the City of Asbury Park. (1982 § 192-1)

23-1.2 Definitions.

As used in this section:

Extensive opening shall mean an opening, tearing up or excavating, for any purpose, of a City road of one hundred (100) feet or more of roadway length or where connecting lateral openings are made at average intervals of less than one hundred (100) feet along the roadway length or an opening which disturbs twenty (20%) percent or more of the pavement area.

Owner shall mean any person, corporation, public utility or other entity on whose behalf a street opening is performed by a permittee.

Permittee shall mean any person, firm or corporation granted a permit hereunder.

Public utility shall mean telephone, telecommunications, electric, water, gas and cable television companies or any other entity having either the power of eminent domain or subject to the regulations by the Public Utilities Commission of the State of New Jersey.

Small opening shall mean any opening, tearing up or excavating, for any purpose, of a City road, which is not an extensive opening.

Street shall mean any street, road or other public way dedicated to and accepted by the City of Asbury Park, and shall include all of the area thereof lying within the bounds of the dedicated right-of-way.

23-1.3 Permit Required.

a. No person, persons or corporation, municipal or private, nor any utility company, public or private, shall for any purpose open, tear up, excavate, bore, tunnel or drive under or in any way impair the surface or sub-surface within the limits of the right-of-way of any street in the City of Asbury Park without first obtaining a road permit from the Department of Public Works of the City.

b. Only such persons, firms or corporations to whom or to which permits have been granted shall be permitted to perform such work and then only in the manner herein required and only as specifically allowed in the permit. Assignment of rights under any permit issued hereunder is prohibited and permits purportedly assigned shall be immediately void. Contracting or subcontracting work to a person, firm or corporation to whom or to which no permit has been granted is prohibited and complying with the requirements set forth by this section.

c. Any corporation which is a public utility, subject to regulation by the Board of Public Utility Commissioners of the State of New Jersey, or a municipal corporation or any department thereof, and which desires to obtain permits under the provisions of this section, shall, in lieu of the provisions hereof requiring deposits under subsections 16-1.6 and 16-1.7, make a bond, and which may be the bond of such public utility solely, in the penal sum of one hundred thousand (\$100,000.00) dollars. If the public utility anticipates more than ten (10) street openings per annum, then such utility will be required to submit a bond in the penal sum of ninety thousand (\$90,000.00) dollars supplemented with a ten thousand (\$10,000.00) dollar cash deposit which shall be held in escrow by the City. All bonds shall run in favor of the City and will be placed on file with the City Clerk. Such bond shall be conditioned upon compliance with the applicable provisions of this section in respect to each street opening which shall be made by such public utility in the City and the obligation of such bond shall be a continuing obligation to the full amount thereof in respect to each such street opening. If a deficient street opening is identified, the public utility shall be notified in writing and given fourteen (14) calendar days from the date of notification to repair same. Failure by the utility to repair the deficiency will result in use of the cash deposit by the City to repair the same. If the cash deposit is insufficient to repair the deficiencies, then the City shall seek reimbursement from the respective utility and/or bonding company for the additional amount. If such reimbursement is not received by the City within thirty (30) calendar days of written notification, then an additional assessment of twenty-five (\$25.00) dollars per day may be added to the reimbursement amount as determined by the City Manager. Any use of the ten thousand (\$10,000.00) dollars escrow cash deposit must be replenished by the public utility within thirty (30) days of written notification by the City. No permits will be issued until the escrow deposit is replenished. Any utility which posts their performance security via one hundred thousand (\$100,000.00) dollar utility bond will also be given fourteen (14) calendar days to repair any deficient road opening. If there are more than three (3) occasions whereby the deficient street opening is not repaired within fourteen (14) calendar days, then such utility will be required to revise their form of bonding to a ninety

thousand (\$90,000.00) dollar utility bond and a ten thousand (\$10,000.00) dollar cash deposit which shall be held in escrow by the City.

The City will maintain the requisite permit logs to monitor the number of permits issued to each utility. Any utility which posts the one hundred thousand (\$100,000.00) dollar bond, and exceeds its threshold of ten (10) street openings per annum, will be required to revise their form of bonding to a ninety thousand (\$90,000.00) dollar utility bond, and a ten thousand (\$10,000.00) dollar cash deposit prior to the City's issuance of any additional permits beyond the threshold. (Ord. No. 2721 § 16-1.18; Ord. No. 2768)

23-1.4 Work Performed By and For the City.

Nothing contained in this section shall be construed as requiring the issuance of a permit for the performance of any work done by the City of Asbury Park or under a contract with the City for the construction of waterlines, sewer lines or street improvements.

23-1.5 Proof of Notification of Underground Utilities.

No person or corporation shall be issued a road opening permit until he presents satisfactory proof in the form of the authorization number from the One-Call Damage Prevention System as required by N.J.S.A. 48:2-73 et seq.

23-1.6 Certain Openings Restricted.

No street, road or paved area constructed, reconstructed or repaved within ten (10) years, based upon the useful life of the New Jersey Bond Law, of the time that the road is sealed, other than a planned development approved by the Planning Board of the City or other regulatory authority, can be excavated, built or patched except in the case of emergency, which includes but is not limited to gas leaks, water main leaks and sewer breaks. (1982 Code § 192-3D; Ord. No. 1379-08-13)

23-1.7 Marking of Utilities Required.

Certification of all underground facilities having been previously located and marked using standard color codes for gas, water and other utilities. Certification must indicate marking authorization number. (1982 § 192-3E) Final line striping and pavement markings must be restored immediately to original or better condition. The standard for the City of Asbury Park for line striping and traffic markings is the application of 6" min. width hot extruded thermoplastic.

23-1.8 Application Requirements; Procedure; Issuance of Permit.

a. Form.

1. Application for a permit shall comply with the "City of Asbury Park, Department of Public Works Operations Road Opening Permit Policy Requirements" and shall be made in writing on forms prescribed by the Superintendent of the Department of Public Works and

issued by the said Department and shall be filed at least one (1) week prior to the commencement of any work unless it is an emergency. The application shall specify the name and address of the applicant; the specific location of the proposed excavation and the width, length and depth thereof; the type of road or other surface; and the individual(s), firm or corporation for whose benefit the excavation is to be made and shall be accompanied by a nonrefundable fee for the issuance of the permit as hereinafter provided, together with the charges as hereinafter set forth.

2. Applications for extensive openings shall require, in addition to the above, information regarding:

- (a) All improvements.
- (b) Typical details and sections of construction procedure.
- (c) Plans, profiles and other details necessary to accurately depict the work.

3. No work may commence by the permittee until the date set forth in the issued permit.

b. *Emergency Road Opening.*

1. In the event that an emergency condition exists requiring immediate action by any person, firm or corporation required to obtain a permit pursuant to this section, the person may immediately cause the roadway to be entered and emergency measures taken without first obtaining a permit, provided that:

- (a) A true emergency exists and the person(s) doing the work notifies the City of Asbury Park Police Department prior to start of work; the Police Department shall log the emergency.
- (b) A permit is applied for within twenty-four (24) hours of the road opening or on the next business day, whichever is more practical.
- (c) All work is performed in accordance with the provisions of subsections 23-1.9, 23-1.10, 23-1.11 and 23-1.12.
- (d) The Superintendent of the Department of Public Works or the City Engineer shall be notified within twenty-four (24) hours of a road opening. If a road opening commences on a Saturday or Sunday as a result of emergency road work, the Police Department of the City shall be notified prior to start of work, and the Superintendent of the Department of Public Works or City Engineer shall be notified on the morning of the first business day thereafter.
- (e) In the event of an emergency opening, the person, company, or utility shall apply for a permit no later than the next business day. Any opening that is found without a permit issued will be subject to a \$1,000.00 application fee and a \$75.00 inspection fee. No exceptions.

2. The City reserves the right to issue a written stop work order where same is deemed appropriate by the Superintendent of the Department of Public Works or City Engineer.

c. *Review of the Application of Small Openings.* Prior to the issuance of a permit, copies of the application therefor shall be referred to the Superintendent of the Department of Public Works or the City Engineer who shall, within five (5) working days, note any objections to the issuance of a permit or any conditions which shall be satisfied prior to or be imposed as conditions upon the issuance of the permit, as appropriate.

d. *Applicant.* The applicant must be a licensed contractor or agent of a public utility, whether corporate, individual or partnership, who will be actually engaged in the performance of the work to ensure the safety of the public and that the work is done in accordance with City specifications. The application shall be made for and on the behalf of the owner for whom such work is being done and shall be countersigned by such owner. Permits will not be issued directly to private owners or developers without specific written approval of the Mayor and City Council.

e. *Agreement.* Except where otherwise provided by law, the owner shall agree, as a condition of the issuance of a permit, that any facilities, pipes or poles or other object(s) to be installed within the City right-of-way pursuant to the permit shall be promptly relocated at the owner's expense, except where otherwise provided by law, as required by the City of Asbury Park, to accommodate the installation of City facilities. Such agreement shall be in writing and contained on the face of the application form and permit.

f. *Review of Application for Small and Extensive Openings.* All small and extensive openings shall first be reviewed and approved by the Superintendent of the Department of Public Works, and extensive openings shall subsequently be reviewed and approved by the City Engineer prior to the issuance of a permit.

g. *Issuance.* Street opening permits shall be issued by the Public Works Department once reviewed and approved as provided for herein; provided, however, that no permit shall be issued until an application fee and an engineering fee, both of which are nonrefundable, have been paid to the City.

23-1.9 Work Requirements.

a. *Generally.* The New Jersey State Department of Transportation Standard Specifications for Road and Bridge Construction, with all amendments and supplements, shall govern all of the work performed under City of Asbury Park road opening permits, except as supplemented below.

1. No City road shall be closed to traffic without prior written consent of the Police Department. In the event that a road is closed, uniformed police may be required to act as traffic directors. Maintenance and protection of pedestrian and traffic control is the responsibility of the applicant and must conform to NJDOT and MUTCD standards along with the requirements of the local municipality. All costs of providing uniformed police shall be the responsibility of the permittee or the owners. In the event that a detour is deemed necessary by the permittee, application shall be made to the Chief of Police, who shall determine the necessity for such detour and the route to be followed. In

emergency situations, notification by phone to the Police Department shall be done prior to start of work.

2. Any work under an issued permit must be commenced within three (3) months from the date of issue and completed forty-five (45) days from commencement, or the permit shall be deemed void, and reapplication shall be required.

3. With the exception of emergencies and weather permitting, work commenced under a permit shall be continued without interruption during normal working hours until completed.

The City reserves the right for “emergency” road openings to permit work to be undertaken upon a “24/7” basis.

4. The applicant shall notify the City Clerk; Police Chief and the Superintendent of the Department of Public Works or the City Engineer forty-eight (48) hours in advance of the actual commencement of any work under a permit.

5. The existing pavement must be cut with a compressor, wet saw, or an approved mechanical cutting device, in a straight line and to the full depth of pavement before excavation. All City storm drains and catch basins will be protected at all times. Any damage will be repaired by the applicant at his expense.

6. All fill removed from trench is to be discarded by applicant. The trench must be of suitable width to obtain proper mechanical compaction. All backfill is to be done with quarry process stone Type 1-5 or DGA, or other suitable material if approved by the City Engineer, for the full depth of the trench. First lift of fill, twelve (12) inches above pipe, shall be compacted using a Jumping Jack or Vibratory Tamper. Successive lifts shall be compacted by mechanical means such as tamping, vibrating or rolling. A vibra plate tamper is not acceptable.

7. For Bituminous concrete roadways, upon completion of the proper backfill, a compacted 10 inch layer of bituminous concrete stabilized Base mix 1-2 shall be utilized in lifts of no more than three (3) inches (compacted thickness) in all trench areas.

For concrete roadways, upon completion of the upon completion of the proper backfill, pavement shall be restored utilizing 10 inches of Class B concrete with double wire reinforcing.

The specific requirements relative to the restoration of concrete roadways is covered in Section 23-1.12; Construction Specifications, of this Ordinance.

For both bituminous concrete and concrete roadways, the top surface shall be flush with the adjacent pavement and be uniformly contoured to the existing surrounding surface.

For concrete roadways, the concrete material shall be "plated" in

accordance with the requirements of this Ordinance for a 28 day period to assure proper curing.

If "High Early" concrete is utilized, the excavation shall be "plated" for a minimum of 14 days.

Under the provisions of this Ordinance, to assure proper curing, prior to the possibility of the City needing to apply de-icing materials, concrete may not be installed after October 20th.

Should a roadway opening be made after that date, the pavement shall be restored using 10 inches of bituminous concrete stabilized Base Mix 1-2 installed in accordance with the provisions of this Ordinance.

The bituminous concrete stabilized based pavement shall be removed after April 1st of the subsequent calendar year and standard concrete pavement installed.

8. Applicant must install and maintain temporary line striping and pavement markings.

9. The applicant further agrees to keep the trench filled to the level of surrounding pavement until settlement has ceased. City of Asbury Park shall be held harmless in any and all accidents arising out of trench defects.

10. a) After the Superintendent of Public Works has determined that the excavation has had a sufficient time period for settlement, final restoration will be undertaken using 2 inches (compacted thickness) of bituminous concrete surface course Mix 1-5 to be placed over the entire area of stabilized base as determined by this office. The surface pavement shall be "infra-red" to assure a seamless transition between existing pavement and the road opening.

b) The resulting milled surface shall then be swept and tack coat material applied before the two (2) inch compacted surface course is laid. This course shall be thoroughly compacted flush with the surrounding surface by vibratory rolling and be uniformly contoured to the adjacent pavement.

c) When using infrared resurfacing application, all stabilized base material in the road opening plus a minimum of twelve (12) inches surrounding the edge of the opening require heating and raking to a depth of one (1) inch. All raked material to be discarded and replaced by fresh hot FABC top mix.

d) All manhole frames and covers installed within the pavement area shall be set to finished grade. Any scarring or road damage to any other part of a City roadway caused by this permit shall be repaired as per the above conditions.

11. When necessary to cross over, or under existing bridges or culverts under the jurisdiction of the county, no work whatsoever shall be performed until the City engineer has approved filed plans. There shall be a minimum of 12 inches separation between the City drainage system and the utility line.

12. The City requires an extended maintenance period of up to two years after permanent restoration and an additional maintenance bond depending upon the nature of the work involved. This additional obligation will be released upon completion and acceptance of the work by the City. The maintenance bond shall be executed by the permittee as principle and Surety Company licensed to do business in the State of New Jersey as surety.

13. No road opening permit will be issued between November 15th and March 15th unless an emergency exists. In the event an emergency exists and a permit is issued during this period, the applicant, by accepting this permit, assumes all responsibility for the safe maintenance of said opening and further assumes all liability for damages resulting from or any way connected to this project.

14. The use of steel plates on City roadways between November 15th and March 15th is prohibited. All steel plates that are installed on City roadways are to be countersunk, pinned, and ramped.

15. Applicant is responsible for complete and total restoration of opening and surrounding roadway for a period of up to two years after permanent paving. There are no exceptions. All escrow monies and bonds will be released at that time when all workmanship connected with this project is deemed acceptable.

16. Certification of all underground facilities having been previously located and marked using standard color codes for gas, water and other utilities. Certification must indicate marking authorization number. (1982 § 192-3E) Final line striping and pavement markings must be restored immediately to original or better condition. The standard for the City of Asbury Park for line striping and traffic markings is the application of 6" min. width hot extruded thermoplastic.

17. Additional Extensive Road Opening Requirements

- (a) Permanent pavement will be milled and paved from curb line to yellow center line from start to finish. If laterals are 100' apart or less, the entire road shall be milled and paved from curb to curb start to finish. Laterals that are more than 100' apart shall have infrared paving repairs.

- (b) Traffic lines with thermoplastic glass beads must be replaced.
- (c) Backfill quarry process with dust shall be compacted every 10 inches by mechanical vibratory compactor. The utility company/contractor shall be responsible for a period of two years to make repairs related to any settlement.
- (d) Before crossing over, or under existing bridges, drainage structures or culverts under City jurisdiction, the applicant must notify the City and no work whatsoever shall be performed until the City engineer has approved filed plans. (Every effort must be made to have a minimum separation of 12 inches between the outside of your pipes and our drainage structures).

b. *Guard.* The applicant shall keep the work site properly guarded both day and night and shall have lights, barriers and adequate safety devices as described in the Manual on Uniform Traffic Control Devices placed thereat and maintained throughout the performance of the work and shall interfere as little as possible with traffic along the street or road within the City, and only that part of any such street or road as is set forth in the permit shall be opened.

c. *Minimum Cover.* All utilities shall be constructed with a minimum cover as shown in Table I set forth below to provide protection for the utilities in the event that future City road construction, repair or modification necessitates excavation, undercutting or installation of facilities in the area where the utility is located. This location will in no way relieve the utility owner of the responsibility of relocating the utility at the utility owner's expense in case of conflict with future construction, reconstruction or modification of related facilities, except as otherwise specified herein. The aforementioned minimum cover may be waived by the Superintendent of Public Works or City Engineer if the applicant prepares and files certified plans indicating the location, extent and depth of the facilities and the plans are approved by the Superintendent of Public Works or City Engineer. This subsection shall apply only to new construction.

Table I

Utility Designation	Minimum Cover* (inches)
Cable television	18
Electric	18
Gas	30
Telephone	18
Water	48

*NOTE: Measured from top of pipe, conduit, duct or cable to finished pavement or ground surface.

d. *Protection of Existing Structures.* It shall be the responsibility of the permittee to give proper notice of the proposed street opening to any person, firm or corporation whose pipe, conduits or other structures are laid in the portion of the street to be opened. The notice shall be

given to all utilities by calling the One-Call Damage Prevention System at telephone number 1/800/272-1000 as provided by law, and the permittee shall restore same, at his own expense, to the condition it was in prior to commencement of work.

e. All excavations shall be completely backfilled at the end of each working day unless it would constitute a hardship to the permittee or where the size of the excavation makes it impossible to backfill at the end of each working day, in which event a waiver may be granted by the Superintendent of Public Works or City Engineer. In the event that a waiver is granted, the contractor or owner shall cover the excavation with heavy one (1) inch thick plates secured to existing pavement to prevent rattles and movement and erect appropriate barriers and lights around the entire excavation and arrange to provide appropriate security protection, if such security is necessary, at his own cost, and such other safeguards as may be needed to protect the public from an open excavation. If plates are placed for over a weekend or for an extended period, all edges are to be macadam-sealed and sloped. In no event shall an excavation be left open for more than seventy-two (72) hours unless an emergency exists and permission has been secured from the Chief of Police, Superintendent of the Department of Public Works, City Engineer or their designated representatives.

23-1.10 Maintenance of Work Site; Removal of Debris.

a. The permittee shall be liable for any damage to the roadway leading to or adjacent to the work site.

b. The permittee shall, on a continuing basis, maintain all streets and other property affected by the construction in a clean condition free from all rubbish, excess earth, rock and other debris. Upon completion of all work under the permit, the permittee shall again clean the affected property and remove all debris and unused material. In the event that the permittee fails to act as provided herein, the City, upon twenty-four (24) hours' notice to the permittee, may clean and remove all rubbish, excess earth, rock, debris and unused material and charge the permittee the cost thereof. If the permittee fails to reimburse the City for the costs incurred, the costs shall be deducted from the permittee's deposit held by the City Clerk.

23-1.11 Inspections; Stop Work Order; Action by City.

The Superintendent of Public Works or City Engineer shall periodically inspect all road openings and the repair and resurfacing thereof for the purpose of determining compliance with the conditions imposed on the issuance of the permit and the specifications. The City may, upon the recommendation of either of them:

- a. Order a temporary stop to any road opening.
- b. Order that the applicant perform or correct work in accordance with the directions of the City.
- c. Order a stop to any work and revoke the permit, in which event the City of Asbury Park shall complete the work, or cause it to be completed, and either declare the applicant's deposit forfeited or notify the applicant's surety of an intent to file claim on the bond.

d. Authorize the correction of any work after notification to the permittee and after the neglect or the refusal of the permittee to make such corrections within twenty-four (24) hours and, after the completion of same, either declare the permittee's deposit forfeited or notify the permittee's surety of an intent to file a claim on the bond.

e. Take any other action deemed reasonable under the circumstances to protect the City's interests.

23-1.12 Construction Specifications.

No road opening shall be permanently paved until a final inspection has been made by the City Engineer or Superintendent of the Department of Public Works and final approval given.

a. For all openings:

1. The paved roadway surfaces shall be saw-cut or blade-cut vertically on a straight line with approved pneumatic equipment before excavating.

2. The material excavated from the trench opening shall not be replaced as backfill unless expressly authorized by the Superintendent of the Department of Public Works or City Engineer. Excavated materials must be removed from the work site the day of excavation.

3. The backfill of dense graded aggregated or bank run sand, where permitted, shall be furnished from outside sources.

4. The uncompleted length of road opening allowed under a permit at any one time shall not exceed fifty (50) linear feet unless a special need can be established by the permittee and approval to exceed this limitation is secured from the Superintendent of the Department of Public Works or City Engineer. Such special need shall be noted in writing to the Superintendent of the Department of Public Works or City Engineer before such permission is granted, except in unusual cases and/or emergencies. In that event, such special need shall be documented in writing after approval is granted.

5. Where existing manholes are located in the shoulder areas, a minimum of two (2) inches (compacted thickness) of Hot Mix Asphalt Surface Pavement, Mix I-5 shall be placed for eight (8) feet on both sides of the manhole casting on four (4) inches of compacted dense graded aggregate stone sub-base. The width of the Hot Mix Asphalt Pavement Mix #I-5, shall vary to the dimensions of the existing shoulder.

6. All backfill shall be placed in six (6) inch layers, with each layer thoroughly compacted by mechanical means to the satisfaction of the Superintendent of the Department of Public Works or City Engineer. The Superintendent or City Engineer shall have the right to require a compaction test to be performed by an independent laboratory at the expense of the permittee.

7. After proper compaction and cutback of the road, the entire width of the trench plus a four (4) inch overlap shall be paved with the temporary pavement.

b. *Asphalt Pavement Openings.*

1. For openings in bituminous concrete or penetration macadam pavements, backfill material shall be deposited in one (1) foot layers and thoroughly compacted to a level twelve (12) inches below the surface level of the adjacent paved surfaces. The opening shall be cut back six (6) inches beyond the edges of the trench opening. The sub-base course shall be dense graded aggregate four (4) inches compacted thickness. The base course shall be Hot Mix Asphalt Mix I-2 (stabilized base six (6) inches thick (compacted thickness) placed in three (3) lifts. The surface course shall be two (2) inches (compacted thickness) of Hot Mix Asphalt Surface Pavement Mix I-5 with all joints between the existing pavement and the bituminous concrete surface course to be sealed with a tack coat.

2. When road openings are in sequence or are within three (3) feet of another opening, the surface area of the combined openings will be paved to form one (1) continuous surface. The surface course shall be two (2) inches (compact thickness) of Hot Mix Asphalt Surface Pavement, Mix I-5 with all joints between the existing pavement and the bituminous concrete surface course shall be sealed with a tack coat.

3. The temporary pavement shall consist of four (4) inches (compacted thickness) dense graded aggregate sub-base and the Hot Mix Asphalt Pavement Mix I-2 (stabilized base) course described herein.

The temporary pavement shall be placed and compacted one (1) inch below the finished surface of the existing pavement and shall be maintained at this level by the permittee by the addition of Hot Mix Asphalt Surface Pavement, Mix I-5 until final settlement has occurred. After the City Engineer and/or Superintendent of Public Works has determined that final settlement has occurred, the pavement shall be completed by the placing and compaction of additional Hot Mix Asphalt Surface Pavement, Mix I-5, level with the existing pavement. Prior to placing the additional Hot Mix Asphalt Pavement, the pavement shall have "tack" applied. This section applies to all openings, including those completed by a public utility. The public utility shall work the City to ensure the temporary pavement is replaced in a timely fashion.

c. *Concrete Pavement Surface Openings.* For all openings in concrete surfaces, the trench backfill shall be compacted in one (1) foot layers to a level four (4) inches below the top of the adjacent paved surface. The openings shall be cut back six (6) inches beyond the edges of the trench opening. Four (4) inch (compacted thickness) of Hot Mix Asphalt Pavement Mix I-2 (stabilized base) temporary pavement shall then be placed in two (2) inch lifts, compacted level with the existing pavement and shall be maintained by the permittee to a pavement, level with the existing pavement by adding additional Hot Mix Asphalt Pavement material until final settlement has occurred. After the City Engineer and/or Superintendent of Public Works have determined that final settlement has occurred, the temporary Hot Mix Asphalt Pavement shall be removed and the opening excavated to a depth of ten (10) inches and a pavement of Class "B" concrete, ten (10) inches in depth shall be constructed level with the existing pavement surface. The Class "B" concrete pavement shall be reinforced with a double level of 6 x 6, No. 6 gauge wire mesh reinforcing and shall be placed in the opening and extend fully into the cutback shelf. The "bottom" wire reinforcing shall be set eight (8) inches from the roadway surface. The "upper" reinforcing shall be set two (2) inches from the pavement surface.

The concrete pavement shall be "finished" to "match" the roadway surface or with a "broom" finish as directed by the City Engineer or Superintendent of Public Works.

After the concrete has been placed and if the roadway is to be opened to traffic prior to full "curing" of the concrete pavement, the roadway shall be "plated" with standard highway plates capable of supporting H20 loading. The plate shall extend a minimum of six (6) inches beyond the limits of the new concrete pavement. The plates shall be secured and installed in accordance with current New Jersey Department of Transportation specifications including temporary ramping and shall remain in place for a minimum of twenty-eight (28) days to permit curing of the concrete.

If "high early" concrete is utilized, the plates shall remain in place a minimum of fourteen (14) days.

d. *Nonpaved Area.* All grass or graveled area or sidewalk areas disturbed within the City right-of-way shall be reconstructed, topsoiled, seeded and mulched within fourteen (14) days of completion of excavation. All concrete areas will be thoroughly compacted. These limits may be

waived by the Superintendent of the Department of Public Works or the City Engineer only when abnormal temperatures or inclement weather necessitates the same.

e. All work shall be guaranteed for a period of twelve (12) months.

f. *Openings Undertaken Within Ten Years of Resurfacing.* If a utility opening is undertaken less than ten (10) years after a roadway has been resurfaced, the utility shall be required to profile and resurface that portion of the roadway deemed necessary by the City Engineer and/or Superintendent of Public Works.

g. All roadway excavations be "sawcut."

h. Roadway openings shall be restored using infrared pavement restoration.

23-1.13 Insurance; Deposits.

a. *Insurance.* The applicant shall present evidence satisfactory to the Risk Manager of insurance sufficient to indemnify and save harmless the City, its agents and servants against and from all suits and costs of every kind and from all personal injury or property damage resulting from negligence or from any phase of operations performed under the permit.

b. The minimum policy limit of such insurance shall be as follows:

(1) Bodily injury liability coverage with limits of not less than one million (\$1,000,000.00) dollars for bodily injury, including accidental death, to any one person, and subject to that limit for each person, in an amount not less than one million (\$1,000,000.00) dollars for each accident; and property damage coverage in the amount of not less than five hundred thousand (\$500,000.00) dollars for each accident;

(2) One person in any one accident - amount of one million (\$1,000,000.00) dollars;

(3) Two or more persons in any one accident - amount of three hundred thousand (\$300,000.00) dollars; and

(4) Property damage in any one accident - amount of five hundred thousand (\$500,000.00) dollars with aggregate property damage limit of one million (\$1,000,000.00) dollars.

c. Where there is an extensive opening, the Superintendent of the Department of Public Works or the City Engineer may request additional insurance if it is deemed necessary under the circumstances.

d. *Security.*

1. A permit shall not be issued unless the applicant has deposited as security for faithful performance a certified check made payable to the City of Asbury Park or filed a

bond with a surety satisfactory to the City Attorney, the amount thereof to be based upon the security deposit fee schedule as contained in subsection 23-1.14 for the work to be performed.

2. A public utility applicant may, in lieu of the security required above, deposit an annual corporate bond in the amount of at least twenty thousand (\$20,000.00) dollars. The surety bond shall be renewed annually. In the event that a public utility applicant applies for a permit for road opening and/or road openings and the required security deposit fee set forth in subsection 23-1.14 exceeds the twenty thousand (\$20,000.00) dollars the public utility applicant shall file a surety bond in an amount equal to the difference between the twenty thousand (\$20,000.00) dollars and the required security deposit. For all nonpublic utility applicants, the surety bond shall be at least one thousand (\$1,000.00) dollars. A certified check for a lesser amount may be deposited, however, in the amount provided by subsection 23-1.14 for the work to be performed.

3. Upon satisfactory completion of all work permitted or required under the permit for extensive openings, if the security deposit is two thousand (\$2,000.00) dollars or less, the City of Asbury Park will retain one hundred (100%) percent of the security deposit as security for maintenance of the work for a period not to exceed one (1) year from the date of completion, provided that if the security deposit is in the form of a certified check, the permittee may deposit a surety bond of two thousand (\$2,000.00) dollars satisfactory to the City Attorney in lieu of the certified check. If the security deposit is greater than two thousand (\$2,000.00) dollars, then the City will release or refund sixty (60%) percent or more of the same with the approval of the Superintendent of the Department of Public Works or City Engineer, and the surety bond will be deposited for the maintenance as set forth above. All bonds and certificates of insurance shall contain a provision that the same shall remain in full force and effect for a period not to exceed one (1) year after the last work under any permit has been completed and accepted by the City.

4. In the case of a small opening, the City shall retain the security deposit for six (6) months after satisfactory completion of all work permitted or required under the permit, provided that if the security deposit is in the form of a certified check, the permittee may deposit a security bond in lieu of the check.

e. *Application Fee and Escrow Deposit.*

1. The applicant shall also pay, by separate money order, certified check or, if the applicant is a public utility as herein defined, by a corporate check, a nonrefundable application fee as set forth in subsection 23-1.14. Applications other than a public utility shall pay, by separate money order or certified check, a refundable escrow deposit fee for inspection and professional services as set forth in subsection 23-1.14. Should the escrow deposit fee account at any time become insufficient to cover the actual or anticipated inspection and professional expenses, the fund shall be subject to increase on demand of the Department of Public Works or CFO.

2. The City shall pay from the escrow deposit fee any costs incurred by its designated representatives or professional consultants for inspection or other engineering

services or legal fees required in connection with the proposed opening or excavation at the rate established.

23-1.14 Fees.

Fees shall be as follows:

a. *Application fee, Nonrefundable (Other Than Public Utilities).*

1. Road opening:

(a) Width of road opening.

(1) Two hundred fifty (\$250.00) dollars for one-half (1/2) the width of the road being opened.

(2) Five hundred (\$500.00) dollars for the full width of the road being opened.

(b) Length of road opening.

(1) Five (\$5.00) dollars per linear foot.

(c) From twenty-five (25) linear feet to fifty (50) linear feet by three (3) feet wide: an additional forty (\$40.00) dollars.

(d) Extensive openings: seventy-five (\$75.00) dollars.

2. Boring, tunneling or driving under road: lump sum minimum of seventy-five (\$75.00) dollars.

3. Curb, gutter, apron, sidewalk or driveway: lump sum of fifteen (\$15.00) dollars when affected by excavation.

4. Application fees shall be accumulated in one (1) account for each public utility, and the funds can be utilized for the payment of expenses incurred by the City for any work performed for the permittee without restriction as to which application the funds were originally posted for.

5. In lieu of individual application fees, public utilities may pay fees of two hundred fifty (\$250.00) dollars.

b. *Application Fee, (Utilities).*

1. Road Opening: Public Utilities shall pay an annual flat fee of two thousand Five Hundred (\$2,500.00) dollars per year, on or before January 15th of each year, beginning January 1, 2004 and thereafter.

c. Security deposit fee for guaranteeing restoration, pavement curbing or topsoil:

1. Opening paved area, curb, gutter, sidewalk or driveway:

(a) Base charge: twenty-five (\$25.00) dollars.

- (b) Charge for each square yard of trench opened: fifteen (\$15.00) dollars.
 - (c) Charge for each square yard of paving: five (\$5.00) dollars.
 - (d) Charge for each linear foot of curb: seven (\$7.00) dollars.
- 2. Opening shoulders and roadside areas:
 - (a) Base charge: twenty-five (\$25.00) dollars.
 - (b) Charge for each square yard of trench opened: five (\$5.00) dollars.
- 3. Boring, tunneling or driving under the road:
 - (a) Base charge: twenty-five (\$25.00) dollars.
 - (b) Charge per linear foot of boring: one (\$1.00) dollar.
- d. *Escrow Deposit Fee for Engineering and Legal Costs.*
 - 1. All road openings, excavations, borings and other work as stated on the permit application:
The Minimum escrow amount shall be \$2,500.00.
 - 2. Actual payment from the escrow deposit fee fund shall be based upon the following rates:
 - (a) Professional engineering services: To be billed at the current hourly rate of the City Engineer.
 - (b) Attorney: minimum fee of ninety-five (\$95.00) dollars per hour.
(1982 Code § 192-10; Ord. No. 1099-6-03 § 192-10)
 - (c) An inspection fee of \$225.00 covering a minimum of 3 inspections,
(\$75.00 per hour will be charged for any additional inspections).

23-1.15 Return of Deposit Upon Completion of Work.

Upon the completion of any such work, the Superintendent of the Department of Public Works or City Engineer shall file a report on a form to be furnished for that purpose, which report shall contain the date of completion, the amount of deposit, the cost to the City for resurfacing the area so excavated or opened, if the same shall have been necessary, and the balance, if any, due to the applicant. Upon receipt of the report by the balance due, if any, to the applicant on account of any deposit shall be forthwith returned.

23-1.16 Violations and Penalties.

Any person, who shall violate any of the provisions of this section shall, upon conviction, be liable to the penalty stated in Chapter I, Section 1-5. In case of failure to restore pavements or roads or streets as hereinabove provided, after written notice by the City Clerk to do so, each day that such pavements, roads or streets remain unrestored shall constitute a separate offense. (1982 Code § 102-11.1; New)

REPEALER

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

I, CINDY A. DYE, 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. 2016-43 which was finally adopted by the City Council at a meeting held on the 26 26th day of October, 2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Ordinance 2016-43						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Introduced			Yes/Aye	No/Nay	Abstain	Absent
	John Moor	Mover	☒	☐	☐	☐
	Amy Quinn	Voter	☒	☐	☐	☐
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐



**Asbury Park, New Jersey
ORDINANCE NO. 2016-44**

APPROVING AND ADOPTING AN AMENDMENT TO THE CENTRAL BUSINESS DISTRICT REDEVELOPMENT PLAN RELATING TO THE SECTIONS TITLED PARKING AND CIRCULATION, COOKMAN AVENUE RETAIL CORE AND TO IMPLEMENTATION OF REDEVELOPMENT PLAN

WHEREAS, on June 26, 2003 the Mayor and City Council adopted Ordinance No. 2646 entitled “AN ORDINANCE ESTABLISHING A CENTRAL BUSINESS DISTRICT REDEVELOPMENT PLAN FOR THE CITY OF ASBURY PARK” (the “Ordinance”); and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A. 40A:12A-1 et seq.*, the “Act”) the Ordinance adopted a plan (the “CBD Redevelopment Plan” or the “Plan”) for the redevelopment of an area (the “Central Business District Redevelopment Area” or the “Area”); and

WHEREAS, the CBD Redevelopment Plan has led to an increase in public and private investment within the Area since its adoption, however, the Plan may benefit from amendments to remove barriers to further investment; and

WHEREAS, the Act sets forth the process by which amendments to any redevelopment plan shall be considered and, if appropriate, adopted; and

WHEREAS, the City wishes to revisit and amend the section of the redevelopment plan titled “Review of Certain Uses Within the Central Business District Redevelopment Area for Sound Mitigation Matters” ; and

WHEREAS, a copy of the proposed amendments to the Plan, as prepared by the City’s Director of Planning and Redevelopment, are attached hereto as Exhibit “A” (the “Proposed Amendments”); and

WHEREAS, the Mayor and City Council adopted a Resolution on May 11, 2016 referring this matter to the Planning Board for its review and comment pursuant to N.J.S.A. 40A:12A-7(e); and

WHEREAS, on October 3, 2016 the Asbury Park Planning Board reported that the Proposed Amendments to Parking and Circulation, and Implementation of the Plan are consistent

with the City Master Plan, but found that Cookman Avenue Retail Core (Exhibit C) and the corresponding Use Map (Exhibit F) revision were not consistent with the Master Plan and setting forth certain findings and recommendations as attached and reported to the Municipal Council; and

WHEREAS, the Mayor and City Council stated on the record that it finds the amendments are consistent with the Master Plan in that it accomplishes the Master Plan Planning Goals of Encouraging the development of a diversified economic base that generates employment growth, provides increased tax rateables, and increases income levels and that it promotes the continued redevelopment of the Central Business District as a mixed-use pedestrian-orientated core with a concentration of commercial and housing uses in close proximity of mass transit; and

WHEREAS, the Mayor and the City Council have considered the recommendations of the Planning Board, and wish to incorporate the same herein; and

WHEREAS, the Mayor and City Council now wish to adopt the Proposed Amendments as set forth herein.

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

1. That the recitals hereto are hereby incorporated herein as if set forth at length.
2. That the CBD Redevelopment Plan is hereby amended in order to incorporate the Proposed Amendments as set forth in Exhibits “A and D” which incorporates the Planning Board recommendations and Exhibits “C and F”.
3. The Municipal Council has found that Exhibits “C” and “F” are consistent with the Master Plan as expressed on the record.
4. That the Proposed Amendments shall supersede the prior language of the affected sections of the Plan.
5. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

6. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.
7. That this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, CINDY A. DYE, 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. 2016-44 which was finally adopted by the City Council at a meeting held on the 26 26th day of October, 2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Ordinance 2016-44						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Introduced			Yes/Aye	No/Nay	Abstain	Absent
	John Moor	Voter	☒	☐	☐	☐
	Amy Quinn	Mover	☒	☐	☐	☐
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐

EXHIBIT A

Red is new proposed language, ~~strikethrough~~ is a proposed deletion.

Page 3

PARKING AND CIRCULATION

As in any Downtown, the provision of adequate, easily accessible parking is vital for the health of the Central Business District. However, excessive parking, particularly in the form of surface parking lots, squanders valuable Central Business District property. This Plan presents a parking strategy which attempts to balance the amount of parking provided in the Central Business District. The redevelopment area's proximity to the transit center, the fact that Asbury Park has one of New Jersey's lowest rates of automobile ownership per household in New Jersey, and the compactness of the commercial area are all factored into the parking strategy. As the renaissance of the CBD occurs, it may be necessary from time to time to reevaluate and alter the City's Downtown parking strategy. It should also be noted that no significant changes are proposed to the local street network or traffic pattern.

One of the basic premises of the plan is that on-street parking spaces should be reserved on a priority basis for ground level, non-residential uses. On-street residential parking is undesirable since it utilizes a scarce resource for extended periods of time without turnover.

The former municipal parking deck currently owned by the State located between Bangs and Summerfield Avenues represents a resource that is not being fully utilized. Regardless of ownership, it is recommended that the underutilized capacity of the deck be made available on a priority basis for non-residential uses within the CBD.

Historically, Asbury Park's Central Business District did not include a significant residential component. Upper stories were used largely for business offices and services. The introduction of a significant residential component Downtown has a number of advantages, adding vitality and security to the Downtown. However, accommodating residential parking is a crucial component to the Central Business District's revitalization. Residential development within the CBD will take two forms. Renovation and conversion of upper stories in the Steinbach Building, the Cookman Avenue core, and in the mixed-use areas of the CBD and second, in the form of new residential development along Lake Avenue. Since non-residential parking needs are anticipated to be met by the parking deck and through on-street parking, new residential development must provide parking either on-site or within the CBD mixed-use district of the Central Business District.

The Lake Avenue Residential District will provide most of its required parking on-site. This parking will be provided at a rate of a minimum of 1.5 spaces per dwelling unit and will consist of garaged parking within the structures. The difference between the number of stalls required

and those provided on-site will be satisfied off-site, within the CBD Mixed-Use District.

Parking for the Steinbach Building, the Cookman Avenue core and the CBD mixed-use development portions of the redevelopment area are to be accommodated in one of three ways. In limited circumstances, on-site residential parking may be feasible. In the case of the Steinbach Building and other large scale residential conversions (including Block 117), parking will be provided off-site, within the redevelopment area in structured parking.

The most likely locations for new residential structured parking ~~includes the vacant properties at the eastern corner of Lot 119 and through the construction of new structured parking in Block 115.~~ The possibility exists for utilizing Lots 11.02 and 4.01 in Block 115 for structured parking affording access from Bangs and Mattison Avenues. The specifics for the construction of this structured parking will be finalized in the redevelopers' agreements.

As an incentive for commercial revitalization, for non-residential uses, no off-street parking is required for floor area in existing structures and for floor area of structures that existed at the time of adoption of the Central Business District Redevelopment Plan; or 10,000 square feet of non-residential construction, whichever is greater. Additional gross floor area of non-residential space is required to provide off-street parking at a rate of two spaces per 1,000 square feet of gross floor area. This is necessary to assure that any significant increase in CBD non-residential floor area provides adequate parking. This parking could either be accommodated on-site or through a contribution to a dedicated parking fund. **The amount to be contributed to the fund is the cost of a structured parking space or another amount approved by the municipal council.** The City will offer terms for the payments into the dedicated parking fund by developers who opt for such option.-It is the intent of the Redevelopment Plan that the CBD will be self-sufficient as to parking, neither relying on parking outside the district nor taking parking from the Waterfront Redevelopment Area in particular.

As an incentive for commercial revitalization, no off-street parking is required for non-residential uses. It is recommended that new "footprint" areas be required to provide additional off-street parking at a rate of two spaces per 1,000 square feet of gross floor area. This is necessary to assure that any significant increase in CBD non-residential floor area provides adequate parking. This parking could either be accommodated on-site or through a contribution to a dedicated parking fund. It is the intent of the Redevelopment Plan that the CBD will be self-sufficient as to parking, neither relying on parking outside the district nor taking parking from the Waterfront Redevelopment Area in particular.

~~The City will offer terms for the payments into the dedicated parking fund and/or create some type of creative funding mechanisms that would assist developers in making the required contributions. The terms of any funding mechanism or agreement with a developer should be filed in the Monmouth County Clerk's office as a lien against the title of the property and the individual condominium units within the proposed development.~~

~~To help manage the need for parking in the future, for the period ending on December 31,~~

~~2012, parking lots and structures shall be principal permitted uses on vacant lots and surface parking areas within the CBD Redevelopment Area, and, such spaces or other spaces outside of, but in close proximity to the CBD Redevelopment Area may be utilized to satisfy parking requirements on an interim basis subject to Planning Board approval; provided however that if an applicant wants to utilize such vacant lots,~~ Surface parking lots as principal parking shall be permitted as an interim use not to exceed five years with the option to renew for another five years. ~~it shall make application to the City's Planning Board for temporary Site Plan Approval incorporating the temporary principal permitted use. Application shall be made to the City's planning board and municipal council.~~ The Planning Board shall set forth requirements for appropriate screening to shield the parking area from surrounding properties and pedestrian and vehicular traffic on surrounding streets. This shall include specific requirements for materials surface details, construction, height and maintenance of the screening, in addition to appropriate lighting, signage and landscaping for the parcel which is subject to the application. ~~It is the discretion of the planning board and municipal council to approve or disapprove such parking lots.~~

Recognizing that residential uses and certain non-residential uses have different peak parking demand periods during a 24 hour period, of the 1.5 parking spaces per residential unit provided on-site, one-third may be utilized by non-residential uses between the hours of 8:00am and ~~10:00~~ 6:00pm. However, all of the 1.5 parking spaces provided per residential unit on-site shall be dedicated to those residential uses in the overnight hours, defined as between 10:01 pm to 7:59am.

~~This plan provides certain exemptions from parking requirements for non-residential uses as an incentive for redevelopment of the commercial base of the Central Business District. However, same as with residential uses, it is recognized that non-residential development has an impact on parking demands and available parking supply in the Central Business District Redevelopment Area. Over a period of three years ending on January 1, 2013, the City will examine and analyze the impacts that both residential and non-residential development has on the availability of on-site, off-site, and on-street parking as the CBD continues to redevelop. At the end of the three year period, the City may revise the parking policies and regulations contained in this plan to better reflect the amount and type of buildout occurring. Such revisions may include changing minimum non-residential and residential parking requirements, and a consideration of instituting shared parking strategies and other parking management techniques to maximize the number of available parking spaces~~

Accessory parking spaces for the principal use or uses that are a requirement of this plan must be utilized by the principal user(s) of the parking lot for the assigned principal use and cannot be used as commercial parking.

EXHIBIT C

Red is new proposed language, ~~striketrough~~ is a proposed deletion.

Page 11**Cookman Avenue Retail Core****Purpose**

This district contains an eclectic mix of historic and architecturally significant buildings which should be adaptively reused for mixed-use development. First floor retail sales or restaurant uses are required to create a continuous “window shopping” streetscape for the length of Cookman Avenue in the Redevelopment Area. Upper floors may be used for a mix of non-residential and residential uses.

Permitted Principal Uses

Ground floor: retail sales, eating and drinking establishments subject to the City’s Land Development Regulations, art galleries, museums and theatres, banks, public parks. No drive thru uses of any kind are permitted. **Service retail, but not professional office or real estate services, is permitted on the ground floor only when a minimum of 20 feet of depth of the storefront fronting the street is used exclusively for retail or gallery space.**

Second floor of 700 Cookman Avenue: office, retail sales and service, residential, health and fitness clubs, cyber related businesses and professional offices such as software designers, web designers, e-commerce, and other computer and internet related companies, eating and drinking establishments pursuant to the City’s Land Development Regulations, performance space as accessory to an eating and drinking establishment. Cyber hotels are prohibited.

Third floor of 700 Cookman Avenue: office, retail sales and service, residential, health and fitness clubs, cyber related businesses and professional offices such as software designers, web designers, e-commerce, and other computer and internet related companies, nightclubs, sound recording studios, museums. Cyber hotels are prohibited.

At 700 Cookman Avenue, eating and drinking establishments and performance space accessory to an eating and drinking establishment may operate between the hours of 11:00am and 2:00am seven days a week. Nightclubs, sound recording studios, and museums may operate between the hours of 10:00am and 10:00pm Sunday through Wednesday, and between the hours of 10:00am to 12:00am Thursday through Saturday.

Upper floors: office, retail sales and service, residential, health and fitness clubs, cyber related businesses and professional offices such as software designers, web designers, e-commerce, and other computer and internet related companies. Cyber hotels are prohibited.

Permitted Accessory Uses and Structures

Uses that are incidental and accessory to principal permitted uses.

Bulk Standards

Maximum building coverage: 100%
 Maximum permitted height: See Height Regulating Map.
 Setbacks Minimum: None Maximum: 5 feet

Parking Standards

Non-residential uses: None

Residential uses: 1.5 spaces required per unit to be provided off-site within the CBD mixed-use district.
 Studio units: 1.0 spaces required to be provided off-site within the CBD Mixed-Use District. The developer may have the option of contributing an amount equal to the calculated parking impact fee times the number of spaces required to a fund dedicated to providing and improving parking in the CBD.

Lots 6.02 and 10.01 on Block 117: Residential Uses: 1.5 spaces per unit to be provided in the Lake Avenue Residential District on Lots 4, 5, and 7 on Block 117

Block 117 Phasing Plan

Block 117, lots 4, 5, 6.01, and 7, which are located in the Lake Avenue Residential District and Block 117, lots 6.02 and 10.01 which are located in the Cookman Avenue Retail Core District shall be developed in phases. The phases shall each be built within a period of time which the municipality fixes as reasonable and as specified in a redeveloper agreement.

Phase I: Shall include the rehabilitation of buildings located on Block 117, lots 6.02 and 10.01. The buildings shall contain ground floor non-residential uses that are permitted in the Cookman Avenue Retail core, and upper story residential uses. Additional stories may be added to the buildings and are subject to maximum height limitations set forth the Central Business District Redevelopment Plan.

Until such time as they are developed with residential uses as part of Phase II, surface parking lots located on block 117, lots 4, 5, and 7 shall be utilized to satisfy the parking requirements for the uses contained on Block 117, lots 6.02 and 10.01.

Phase II: Shall include the construction of new buildings containing residential uses on Block 117, Lots 4, 5, 6.01, and 7.

EXHIBIT D

Red is new proposed language, ~~strikethrough~~ is a proposed deletion.

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IMPLEMENTATION OF REDEVELOPMENT PLAN

The City may consider establishment of a Special Improvement District (SID) and/or the creation of a parking authority to assist in the implementation of this Redevelopment Plan.

All property owners in the redevelopment area are required to abide by the regulations of the redevelopment plan. ~~The redeveloper will be obligated to carry out the specified improvements in accordance with the Redevelopment Plan.~~

~~Selection of a developer shall include the following:~~

- ~~• An owner of the property shall apply to the Redevelopment Agency for review of preliminary Concept Plans for the proposed development (RFP) and provide the City with the financial qualifications (RFQ) for the development of the proposed plan.~~
- ~~• The financial qualifications should include the experience of the developer in areas of the development, the financial ability of the developer to carry out the plans, an estimate of costs soft and hard for its proposed development to be completed.~~
- ~~• The Council acting as the Redevelopment Authority shall have the ability to review the RFP and RFQ and make decisions on same as is necessary either with or without the review of consultants and/or financial auditors or review of City Planners or Engineers on a case-by-case basis.~~
- ~~• In the event of any property owner wishing to lease space or property owner wishing to develop space that requires the City review, i.e., a transfer of an establishment of a plenary retail consumption license which would require City approval, then, in the event, that type development shall come before the Redevelopment Agency of the City as well as the Mayor and Council acting as the local arm of the Alcoholic Beverage Commission.~~

In the event that the municipal council designates a developer for a particular project, the following restrictions and controls on redevelopment are hereby imposed in connection with the selection of a redeveloper(s) and shall apply notwithstanding the provisions of any zoning or building ordinance or other regulations now or hereafter in force. The restrictions and restraints shall be implemented by appropriate covenants or other provisions in redeveloper agreements and/or disposition instruments.

- The redeveloper shall enter into an agreement with the municipal council to fulfill certain obligations
- The redeveloper shall begin and complete the development of said land for the use(s) required in this Redevelopment Plan within a period of time which the City Council fixes as reasonable.

- Until the completion of the improvements, the redeveloper will not be permitted to sell, lease, or otherwise transfer or dispose of property within the Redevelopment Area without prior written consent of the City Council.
- ~~Upon completion of the required improvements, the conditions determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements thereon shall no longer be subject to eminent domain as a result of those determinations.~~
- No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the redeveloper(s), the City Council, or the successors, lessees, or assigns of either of them, by which land in the Redevelopment Area is restricted as to sale, lease, or occupancy upon the basis of race, color, creed, religion, ancestry, national origin, sex or marital status.
- Neither the redeveloper(s) nor the City Council, nor the successors, lessees, or assigns or either of them shall discriminate upon the basis of race, creed, religion, ancestry, national origin, sex or marital status in the sale, lease or rental or in the use and occupancy of land or improvements erected or to be erected thereon, or any part thereof, in the Redevelopment Area.

Technical Review Committee (TRC)

~~The Mayor and Council may establish a Technical Review Committee (TRC). The TRC serves as an advisory body to the Planning Board and shall review all development applications that are located in the CBD redevelopment area. The TRC shall include the following: three Planning Board representatives including the Chairman, the Council liaison or his/her designee and one other Planning Board member, one member of the UEZ Façade Improvement Committee, an architect, the Planning Board engineer, the Planning Board planner and the Planning Board attorney.~~

The TRC may have the following responsibilities:

- ~~Determine whether the application is a minor or major development application.~~
- ~~Determine compliance with the technical standards set forth in this Redevelopment Plan.~~
- ~~Make recommendations on the design and technical elements of any application.~~

**RESOLUTION
CITY OF ASBURY PARK PLANNING BOARD**

WHEREAS, the City Council of the City of Asbury Park authorized the Planning Board by resolution to undertake a review of proposed amendments to the Central Business District Redevelopment Plan, hereinafter referred to as the CBD Plan, pursuant to the review powers granted to this Board set forth in the Municipal Land Use Act and the applicable redevelopment statutes in the State of New Jersey; and

WHEREAS, the Board is required by the applicable State Statutes to analyze the proposed amendments for consistency with the Master Plan of the City and such other planning concepts that the Board deems relevant; and

WHEREAS, the Board discussed this referral from the City Council at a public hearing held on September 19, 2016: and

WHEREAS, attached hereto and made a part hereof are Exhibits A, C, D & F. Said exhibits contain the relevant sections of the CBD Plan and the proposed amendments thereto; and

WHEREAS, based on the discussion by the Board, the Board hereby makes the following findings and recommendations to the Mayor and City Council regarding the proposed amendments:

1. Exhibit A, page 3, middle paragraph. The Board recommends that the time period referenced in lines 2 and 3 be changed from "8:00 am and 10:00 pm" to "8:00 am and 6 pm". This will be consistent with the present residential and commercial parking space usage in the area.
2. Exhibit A, page 3, bottom paragraph. The Board recommends that the words "for the principal use or uses" be inserted in the first line after the phrase, "Accessory parking spaces... ". This will clarify that the parking area required for the principal use of the property is required to be used by the occupants of the building.
3. Exhibits C & F. The Board finds that the proposed expansion of the permitted uses on the first floor of structures in the Cookman Avenue corridor to permit "Service" uses is inconsistent with the current Master Plan and CBD Redevelopment Plan. This type of use has been discussed at length by the Board in the past and the Board has consistently determined that these uses are not consistent with the Master Plan and the CBD Plan.
4. The Board finds that the other proposed amendments contained in Exhibits A, C, F & D are consistent with the City Master Plan and the CBD Redevelopment Plan.

NOW, THEREFORE BE IT RESOLVED, by the Planning Board of the City of Asbury Park that the Board adopts the foregoing findings and recommendations and

hereby directs the Board Secretary to transmit these findings and recommendations to the Mayor and City Council for consideration in their deliberations on the proposed amendments.

Herbert Fehrenbach offered a motion to authorize the foregoing action of the Board which motion was seconded by Barbara Krzak.

The members of the Board who voted in favor of the foregoing motion are authorized to vote on the adoption of this Resolution. Those members are: Herbert Fehrenbach, Mayor John Moor, Councilwoman, Yvonne Clayton, Barbara Krzak, Sara Anne Towery, Jim Henry, Anthony Perillo and Trudy Syphax.

Ayes: *H. Fehrenbach, B. Krzak, A. Perillo, T. Syphax*

Nays:

Abstain: *Mayor John Moor*

Dated: *October 3, 2016*
~~September 3, 2016~~

Barbara Van Wagner
Barbara Van Wagner, Secretary

I certify this to be a true copy of a written Resolution adopted by the City of Asbury Park Planning Board on September 3, 2016.

Barbara Van Wagner
Barbara Van Wagner, Secretary