



Agenda
Meeting of the Municipal Council
Tuesday, November 21, 2023
REGULAR MEETING 6:00 PM

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

2023-518 Resolution Authorizing a meeting which excludes the public

A. Personnel

1. City Manager Position

B. Public Safety

1. Police Monthly Report October 2023

C. Contract Negotiations

1. 512-514 Summerfield Avenue Interim Parking Lot
2. Staging for K. Hovnanian Holdings NJ, LLC on Block 4003, Lot 4 and Block 3901, Lots 2 and 3
3. Lease Agreement for Storage of Beach Equipment With Asbury Partners, LLC And Cajun Fish Holdings, LLC For Block 4307, Lots 1, 2 And 3
4. Municipal Parking Garage RFP
5. 1001 First Avenue
6. 1012 Asbury Avenue

D. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star

Ledger on January 3, 2023, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications:

Items to be Presented:

Matters from City Council
Matters from City Manager
Matters from City Attorney

Public Hearing

Proposed Sewer Connection Fee Increases

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting November 8, 2023 3:00 PM
- Municipal Council - Regular Meeting - Nov 8, 2023 6:00 PM

C. Consent Agenda Resolutions

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

2023-519 Resolution Approving Special Event Applications

2023-520 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 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UEZ 2nd Generation Funds

2023-521 Resolution Authorizing Grant Application to Monmouth County for Senior Services

2023-522 Resolution to Apply for the American Rescue Plan Firefighter Grant (ARPPFG) FY 2024

D. Individual Resolutions

2023-523 Resolution Approving Payment of Bills

- 2023-524 Resolution To Establish A New Sewer Rate Schedule (Connection Fees) Within The City Of Asbury Park, Pursuant To N.J.S.A. 40A:26A-11 And City Code Section 18-5.6
- 2023-514 Resolution of the Mayor and City Council of The City of Asbury Park to Authorize Construction Staging for K. Hovnanian Holdings NJ, LLC on Block 4003, Lot 4 and Block 3901, Lots 2 and 3 for the Development of Property located at Block 4003, Lots 1, 2, and 16 and Block 4003, Lots 12, 13, and 14
- 2023-525 Resolution Approving Change Order #2 for the New Fire Department Headquarters
- 2023-526 Resolution Rescinding Resolution 2023-394, And Authorizing The Use Of Funds Designated For The City Of Asbury Park From The Fiscal Year 2024 Asbury Park Urban Enterprise Zone Fund For The Asbury Park Administration Budget – FY '24
- 2023-528 Resolution Authorizing The City Of Asbury Park To Execute An Estoppel Certificate And Recognition Agreement Relating To The Property Located At 521 Lake Avenue (Block 3105, Lot 4.02)

E. Ordinances

1. Second Reading/Public Hearing
2. Ordinance Of The City Of Asbury Park Amending And Supplementing Section 8-11, Entitled “Rates; Display Of Rates Required,” Of Chapter 8, “Taxicabs, Liveries And Valet Parking,” Of “The Code Of The City Of Asbury Park.”
3. Ordinance Of The City Of Asbury Park Amending And Supplementing Section 12-1, Entitled “State Uniform Construction Code Enforcing Agency,” Of Chapter 12, “Building And Construction,” Of “The Code Of The City Of Asbury Park.”
4. Ordinance Of The City Of Asbury Park Establishing A New Section 3-11, To Be Known As “Public Parks,” Within Chapter 3, “Police Regulations,” Of “The Code Of The City Of Asbury Park.”
5. Ordinance Amending And Supplementing Chapter 20, Entitled “Environmental Regulations,” Of “The Code Of The City Of Asbury Park” To Establish A New Section Thereof, To Be Known As “§ 20-5. Privately-Owned Salt Storage.”

F. Adjournment

**RESOLUTION NO. 2023-518****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on November 21, 2023 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Personnel:

1. City Manager Position

B. Public Safety:

1. Police Monthly Report October 2023

C. Contract Negotiations:

1. 512-514 Summerfield Avenue Interim Parking Lot
2. Staging for K. Hovnanian Holdings NJ, LLC on Block 4003, Lot 4 and Block 3901, Lots 2 and 3
3. Lease Agreement for Storage of Beach Equipment With Asbury Partners, LLC And Cajun Fish Holdings, LLC For Block 4307, Lots 1, 2 And 3
4. Municipal Parking Garage RFP
5. 1001 First Avenue
6. 1012 Asbury Avenue

D. Attorney-Client Privilege:

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

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, November 8, 2023
REGULAR MEETING

Executive Session - 3:00 p.m.

2023-500 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:03 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

City Manager, Donna Vieiro presented special events applications to Mayor and Council.

Minutes Acceptance: Minutes of Nov 8, 2023 6:00 PM (Minutes)

ITEMS TO BE PRESENTED:

1. Presentation by Mercy Center for Redevelopment of 1100-1110 Main Street (Block 2805, Lot 17) for a Food Pantry, Cafe, Administrative Offices and Accessory Parking

Kim Guadagno presented a proposal for redevelopment of 1100-1110 Main Street, the Mercy Center.

2. Presentation by Sackman Enterprises regarding a temporary parking lot located at 512-514 Summerfield Avenue Block 3101, Lots 2 and 3

Andy Karas Esq. of Sackman Enterprises, presented a proposal for a temporary parking lot located at 512-514 Summerfield Avenue.

3. Presentation by David Gannon of PFK O'Connor Davies - 2022 Municipal Audit Report

Municipal Auditor, David Gannon and CFO, Joann Boos presented a synopsis of the 2022 Municipal Audit Report.

Matters from City Council

Council member Ahbez-Anderson had no matters at this time.

Council member Chapman had no matters at this time.

Council member Clayton had no matters at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, The two presentations we just heard no vote is being taken tonight. Now if anybody is here to talk about either of the projects or if somebody wants to talk about something else on the agenda or complain about leaves. Let the people go first about these two projects so that the people who made the presentations may go home.

Matters from City Manager

City Manager, Donna Viero stated I just wanted to report that we have completed our best practices checklist again for 2023. This is a requirement of every municipality to identify what best practices are done in your community. You have to maintain at least a score of 29 to get your full state aid and we received a score of 37. We will be getting 100% of our state aid again.

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Kevin DeAngelo, Ellen Montgomery, and Jim McLaughlin made a comment about the Mercy Center presentation; Rita Marano made a comment about resolutions 2023-515, 2023-516, and 2023-517; Sylvia Sylvia made a comment about Christmas tree and menorah lighting on December 2nd, and the businesses window decorating contest; Scott Mizrahi made a comment about the Sidewalk/Cafe

Ordinance; Christian Chiapetta made a comment about the business Good Feeling Farms and cannabis extraction process; Thomas DeSeno made a comment about the Holy Spirit Church; Matt Daniels, and Dina Condo made a comment about Good Feeling Farms and cannabis. A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

MINUTES

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

1. Municipal Council- Executive Meeting October 25, 2023 4:00 PM
2. Municipal Council - Regular Meeting - Oct 25, 2023 6:00 PM **Accepted**
3. Municipal Council- Executive Meeting November 1, 2023 11:00 AM
4. Municipal Council - Special Meeting - Nov 1, 2023 11:00 AM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2023-501 Resolution Approving Special Event Applications

2023-502 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 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UEZ Grant Workforce Development Program

2023-503 Resolution Awarding Professional Community Nursing Services for the City's Department of Social Services January 1, 2024– December 31, 2024

INDIVIDUAL RESOLUTIONS

2023-504 Resolution Approving Payment of Bills

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

Minutes Acceptance: Minutes of Nov 8, 2023 6:00 PM (Minutes)

2023-505 Resolution Authorizing the Emergency Removal And Disposal of an Underground Fuel Storage Tank at the New Asbury Park Fire Department Headquarters

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

2023-506 Resolution Approving Change Order 8 for Memorial Drive Improvements Project

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

2023-507 Resolution Adopting a Corrective Action Plan in Response to the Recommendations Contained in the 2022 Report of Audit

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

2023-508 Resolution Accepting the 2022 Municipal Audit

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

2023-509 Resolution of Support for a Grant Application to the Local Aid Infrastructure Fund for the Reconstruction of Monroe Avenue and Comstock Street.

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

2023-510 Resolution Adopting An Affirmative Marketing Plan For The City Of Asbury Park

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

2023-511 Resolution Providing For The Combination Of Certain Issues Of Not To Exceed \$8,600,000 General Obligation Bonds Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Determining The Form And Other Details Of Such Bonds And Providing For The Sale Of Such Bonds To The Monmouth County Improvement Authority Pursuant To The Governmental Pooled Loan Program

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

2023-512 Resolution Of The Council Of The City Of Asbury Park, Monmouth County, New Jersey, Of Intent To Fund Spending Plan Shortfall For Affordable Housing Programs In The City's Housing Element & Fair Share Plan

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

2023-513 Resolution of the Mayor and City Council of The City of Asbury Park to Enter into a First Amendment of the Subsequent Developer Agreement with Asbury Partners, LLC as Master Developer and Somerset Asbury Park with the Development of Property Located at Block 4005, Lots 1, 3 and 4 City of Asbury Park

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

2023-515 Resolution of The Mayor And City Council of The City of Asbury Park Referring an Accessory Dwelling Unit ("ADU") Ordinance To The City of Asbury Park Planning Board, and Directing The Planning Board To Take Certain Actions Pursuant To The New Jersey Municipal Land Use Law

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

2023-516 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into a Recognition Agreement with 1150 Kingsley Senior Investors, L.P. as the Lender for AP Block 4001 Venture Urban Renewal, LLC in connection with the Development of Property Located at Block 4001, Lots 2.01, 2.02, and 2.03

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

2023-517 Resolution of the Mayor and City Council of the City of Asbury Park to Enter into an Estoppel and Recognition Agreement with 1150 Kingsley Senior Investors, L.P. as the Lender for AP Block 4001 Venture Urban Renewal, LLC in connection with the Development of Property Located at Block 4001, Lots 2.01, 2.02, and 2.03

Minutes Acceptance: Minutes of Nov 8, 2023 6:00 PM (Minutes)

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

ORDINANCES

Introduction

2023-38 Ordinance Of The City Of Asbury Park Amending And Supplementing Section 8-11, Entitled “Rates; Display Of Rates Required,” Of Chapter 8, “Taxicabs, Liveries And Valet Parking,” Of “The Code Of The City Of Asbury Park.”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 11/21/2023 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-40 Ordinance Of The City Of Asbury Park Amending And Supplementing Section 12-1, Entitled “State Uniform Construction Code Enforcing Agency,” Of Chapter 12, “Building And Construction,” Of “The Code Of The City Of Asbury Park.”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 11/21/2023 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-41 Ordinance Of The City Of Asbury Park Establishing A New Section 3-11, To Be Known As “Public Parks,” Within Chapter 3, “Police Regulations,” Of “The Code Of The City Of Asbury Park.”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 11/21/2023 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2023-42 Ordinance Amending And Supplementing Chapter 20, Entitled “Environmental Regulations,” Of “The Code Of The City Of Asbury Park” To Establish A New Section Thereof, To Be Known As “§ 20-5. Privately-Owned Salt Storage.”

Minutes Acceptance: Minutes of Nov 8, 2023 6:00 PM (Minutes)

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 11/21/2023 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/Public Hearing

2023-32 Ordinance of The City of Asbury Park Amending and Supplementing Section 4-1, Entitled “Business Licenses,” of Chapter 4 “General Licensing,” of “The Code of the City of Asbury Park.”

A motion to open 2023-32 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2023-32 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

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

2023-33 Ordinance of the City of Asbury Park Amending and Supplementing Section 4-9 Entitled “Display of Merchandise In Public Areas; Outdoor/Sidewalk Cafes,” of Chapter 4, “General Licensing,” of “The Code of the City of Asbury

Motion to Amend Ordinance 2023-33 was made by Mayor Moor and seconded by Council member Chapman.

RESULT: ADOPTED (UNANIMOUS)

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

A motion to open 2023-33 to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2023-33 to the public was made by Deputy Mayor Quinn and seconded by Council member Ahbez-Anderson. All were in favor.

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

2023-34 Ordinance Of The City Of Asbury Park Authorizing And Encouraging Electric Vehicle Supply/Service Equipment (EVSE) & Make-Ready Parking Spaces, And Amending Chapter 30, “Land Development Regulations,” Of The “Code Of The City Of Asbury Park” In Certain Respects.

A motion to open 2023-34 to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were favor. The following members of the public spoke: Kerry Butch and Rita Marano.

A motion to close 2023-34 to the public was made by Deputy Mayor Quinn and seconded by Council member Clayton. All were in favor.

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

2023-35 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Authorizing The Execution Of A First Amendment Of The Amended And Restated Special Assessment Agreement Between The City Of Asbury Park And K. Hovnanian's Cove At Asbury Park Urban Renewal, LLC With Regard To Infrastructure Improvements On Block 3801, Lots 1.01, 1.03 And 1.05 (Formerly Block 3203, Lots 1-4, P/O Lots 5&15, 16-19 And Block 3206, Lots 1-3, P/O Lot 4) (The Cove) Within The Asbury Park Waterfront Redevelopment Area

A motion to open 2023-35 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2023-35 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

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

2023-36 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Authorizing The Execution Of A First Amendment Of The Special Assessment Agreement Between The City Of Asbury Park And AP Block 176 Venture Urban Renewal LLC With Regard To Infrastructure Improvements On Block 4002, Lot 1 (Known As The "Ocean Club") Within The Asbury Park Waterfront Redevelopment Area

A motion to open 2023-36 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2023-36 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

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

2023-37 Ordinance Of The City Of Asbury Park Amending Section 28-3, Entitled "Food Handling Establishments," Of Chapter 28, "Health Regulations," Of "The Code Of The City Of Asbury Park."

A motion to open 2023-37 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2023-37 to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 7:58 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 7:58 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Nov 8, 2023 6:00 PM (Minutes)



RESOLUTION NO. 2023-519

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on November 21, 2023 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Menorah Tree Lighting

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, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-519 which was finally adopted by the City Council at a meeting held on the 21st day of November, 2023

CERTIFIED BY ME THIS 22nd DAY OF November, 2023.

LISA ESPOSITO
CITY CLERK



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: December 11, 2023 **Rain Date:** N/A

Time of Event: 5:30pm **to** 6:30pm **Setup time:** 5:00pm **Break-down time:** N/A

Name of Event: Downtown Menorah Lighting

Location of Event: Civil War Memorial Garden (intersection of Grand & Cookman).

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☒ Other: <u>Menorah Lighting</u> |

***Wedding applicants only need to complete page 6.**



APPLICANT INFORMATION

1. Name of Applicant/Organization: The Asbury Park Chamber of Commerce
2. Address of Applicant: PO Box 649, Asbury Park, NJ 07712
3. Telephone #: 732-775-7676 Cell Phone #: 732-720-9742 E-mail: sylvia@asburyparkchamber.com
4. Is your organization non-profit? Yes If so, please provide Tax ID# 22-2144484
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: We will be partnering once again to
celebrate Chanukah with our friends from Chabad of the Shore in Long Branch. Rabbi Greenberg has
generously offered to preside over the ceremony, as he has done since the initial event in 2017.
the Rabbi explains the tradition of celebrating Chanukah. Additionally, through his own donation, he
brings treats and toys to share with the children.

6. Estimated attendance: 20-30 (depending on weather)
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☐ YES ☒ NO Will there be music or amplified sound associated with your event?
 If Yes, please explain what type of amplification will be used: _____

 (speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
 If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at
 least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a
 detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? _____
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? 12/20/22
- Location Kennedy Park
- Contact person: Sylvia Sylvia
- Email sylvia@asburyparkchamber.com Phone # 732-775-7676



13. ☐ YES ☒ NO Will you be hiring a licensed professional security company?

If Yes, please complete:

Company Name: _____ Contact name: _____

Phone #: _____ Cell #: _____

Email address: _____

The Asbury Park Police Department will review all security plans. Plans must meet city, state and Homeland Security guidelines and policies. SORA(Security Officer's Registration Act) license required for all security companies. A copy the of the security company's contract may be requested.

- 14 ☐ YES ☒ NO Do you intend to hire Asbury Park Officers for your event?

If yes, how many? _____ **AP Police Department will review application and determine if and how many officers need to be hired.**

15. ☐ YES ☐ NO Will you have sponsors for your event? If so, Please list below them:

Sackman Enterprises donated the menorah	

Photos of sponsor advertisement will need to be provided

16. ☐ YES ☒ NO Will food be provided? **All food vendors should contact the Fire Department to determine if any fire permits are required. The Monmouth County Health Department will be on site to inspect all food vendors to ensure proper protocols are in place and being followed. (See attached form from Monmouth County Health Dept)**

- 17 ☐ YES ☒ NO Will you be hiring EMTS? **AP Fire Department will review application and determine if and how many EMTS need to be hired.**

- 18 ☐ YES ☒ NO Will you be hiring lifeguards? **AP Beach Safety Supervisor will determine if and how many lifeguards will need to be hired.**

19. ☐ YES ☒ NO Does your event have any tents or canopies?

• ☐ Tents ☐ Canopies

• If yes, how many? _____ Sizes(sq ft) _____

All events utilizing tents and/or canopies should contact the Fire Department to determine if any fire permits are required



20. ☐ YES ☒ NO Will street closures be required? If yes, please identify what streets and the times the closure required _____

AP City ordinance requires the hiring of an off duty officers if a street is closed. Additional charges will include barricades and street blocking fee (see fee schedule)

21. ☒ YES ☐ NO Will electricity be needed? If yes, explain how will this be provided:

AP DPW provides an extension cord to power menorah.

Generators require a permit from the Construction department

22. ☐ YES ☒ NO Will this event have staging or platforms? If Yes, please provide the following:

- Size and Height of stage or platform _____
- Name of stage provider _____

Depending on the size of the stage our construction department may require engineering reports & permits

23. ☐ YES ☒ NO Will you require reserved parking spaces for your event?

If yes, how many: _____ and where _____

Please visit www.cityofasburypark.com to purchase reserved parking spaces.

24. ☐ YES ☒ NO Will any area be fenced off? Please explain _____

Name of Fence Provider: _____

Be sure to request a sprinkler head map for City parks.

25. ☐ YES ☒ NO Do you plan to provide portable restrooms? If yes, how many? _____

Number of ADA restrooms _____. Please indicate on your site plan where these restrooms will be located. Estimated # of units: up to 500 people-5 units; 1000 people- 8 units; 2500 people-15 units

➤ Restroom Provider: _____

26. ☒ YES ☐ NO Will you have your own cleanup crew? # _____ Chamber staff will clean up any napkins etc. at event. If trash, food debris or anything else is left behind from your event, security deposit will be forfeited

27. ☐ YES ☒ NO Will you hire DPW staff to cleanup? See fee schedule for fees. Depending on the event, The City reserves the right to require DPW staff be hired. Certain venues require the hiring of DPW staff

28. ☐ YES ☒ NO Will you require use of the City's trash cans? If yes, how many? _____

☐ YES ☐ NO Recyclable cans? _____ If yes, how many? _____

Recycling is required at all events. Failure to do so may result in State and local fines



29. ☐ YES ☒ NO Will you be renting a dumpster? If yes, what size: _____
 How many: _____ Delivery Date: _____ Pickup Date: _____ Please indicate
 on your site plan where dumpsters will be located.

➤ Name of Company providing dumpster: _____

30. Please explain how you will provide cleanup, disposal and removal of trash and debris associated your event:

We'll take any debris with us.

As mentioned on page 1, a \$500 refundable deposit(refunds will take at least 4 weeks to receive) will required for all events held on City property. Deposit is forfeited if debris, trash, recyclables etc. are not removed. The applicant is responsible for all cleanup of any items associated with your event. The City will provide trash and recyclable containers for your use.

All fees and are estimated only may be adjusted as needed.

The City reserves the right to revoke the permit for the following reasons including but not limited to: the nature of the event changes or expands without consent of the City; if State or Federal Executive Orders prohibits events from occurring; public safety or health are called into question; proper permits are not obtained by applicant; if all fees are not paid in full and insurance is not provided 10 days prior to the event.


 Signature of Applicant

11/6/2023

Date

Sylvia Sylvia

Printed Name of Applicant

Executive Director

Title



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 21, 2023
RESOLUTION SUMMARY

2023-520

Add 2023 UEZ Grant to the 2023 Budget in the amount of \$84,383.21 UEZ 2nd Generation Funds



RESOLUTION NO. 2023-520

**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 2023 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - UEZ 2ND GENERATION FUNDS**

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 2023 in the sum of \$84,383.21. Which is now available from the NJ Department of Community Affairs, UEZ Grant.

BE IT FURTHER RESOLVED, that a like sum of \$84,383.21 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

UEZ 2nd Generation Funds

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

NO. 2023-520 which was finally adopted by the City Council at a meeting held on the 21st day of November, 2023

CERTIFIED BY ME THIS 22nd DAY OF November, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 21, 2023
RESOLUTION SUMMARY

2023-521

Grant Application to Monmouth County for Senior Services for 2024.



RESOLUTION NO. 2023-521

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

RESOLUTION AUTHORIZING GRANT APPLICATION TO MONMOUTH COUNTY FOR SENIOR SERVICES

WHEREAS, The Monmouth County Board of Chosen Freeholders through the Monmouth County Department Of Human Services, Division on Aging, Disabilities and Veteran's Services has released a Request for Proposals to develop programs to serve elderly and disabled persons within Monmouth County; and

WHEREAS, The funding for one year period commencing January 1, 2024; and

WHEREAS, this grant requires a twenty-five percent cash match in each of the three years of the contract; and

WHEREAS, the City of Asbury Park wishes to continue to provide services to its senior population through its Multi-Purpose Senior Citizen Center for 2024

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park do hereby authorize City Manager or his designee to apply for such grant funding for the continued operation of the City's Multi-Purpose Senior Citizen Center.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-521 which was finally adopted by the City Council at a meeting held on the 21st day of November, 2023

CERTIFIED BY ME THIS 22nd DAY OF November, 2023.

LISA ESPOSITO
CITY CLERK

APPENDIX B TO GRANT AGREEMENT NUMBER 13-002 1 of 2
DETAILED TITLE III/SSBG/SHTP/APS/SWHDM GRANT SUMMARY

County of Monmouth
Department of Human Services
Division on Aging, Disabilities & Veterans Services

1. Title of Project: Asbury Park Senior Center (G-02-41-701-23C-734)					
2. Type of Application: (Check one)					
☒ New	☐ Continuation	☐ Revision	☐ Supplement		
3. Project Director (Name, Title, Department & Address, Street, City, State, Zip Code): Doug Schultz, Director, Social Services City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712		6. Dates	From	Thru	Amount
		Project Period	01/01/24	12/31/24	\$251,050
		Budget Year	01/01/24	12/31/24	\$251,050
		7. Type of Organization: (Check one)			
		☒ Public Agency	☐ Private Non-Profit Agency		
4. Applicant Agency (Name and Address): City of Asbury Park Department of Social Services One Municipal Plaza Asbury Park, NJ 07712		8. Payee (Specify to whom checks should be sent: Name , Title, Address): Finance Department City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712			
5. Name, Title, Address of Official authorized to sign for applicant agency: John Moor, Mayor City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712		9. (For State Agency Use):			
		%	\$		
A. Total Project Costs		XXXXXX	251,050		
B. Estimated Project Income		XXXXXX	200		
C. Project Net Costs (Line A Less Line B)		XXXXXX	250,850		
D. Local Non-Federal Participation		88.71%	222,530		
E. Funds Requested (Line C Less Line D)		11.29%	\$28,320		

Attachment: Sr Ctr Budget draft 2024 Appendix B 13-002 1 of 2 (2023-521 : Resolution Authorizing Grant Application to Monmouth County for

ESTIMATED COST FOR PROJECT

CATEGORIES			CASH	IN-KIND	TOTAL
1. Personnel					
Title	#	%			
Director	1	25%	\$23,569		\$23,569
Supervisor - Senior Services	1	100%	57,126		57,126
Clerk	1	100%	39,241		39,241
Clerk	1	100%	38,102		38,102
Omnibus Driver	1	100%	54,420		54,420
Fringe Benefits					
Total Personnel Costs			\$212,458		\$212,458
2. Consultants and Contract Services					
Total Consultants & Contract Services					
3. Travel (Staff only - include training mileage)					
Total Travel					

ESTIMATED COST FOR PROJECT (Continued)

CATEGORIES	CASH	IN-KIND	TOTAL
4. Food (allowable for Nutrition Program only)			
Total Food			
5. Building Space			
Utilities (Electric, Gas, Water, Cable, Telephone)	\$600		\$600
Condo Fees	29,992		29,992
Total Building Space	\$30,592		\$30,592
6. Printing & Office Supplies			
Printing & Office Supplies	\$1,500		\$1,500
Total Printing & Office Supplies	\$1,500		\$1,500
7. Equipment			
Total Equipment			

ESTIMATED COST FOR PROJECT (Continued)

CATEGORIES		CASH	IN-KIND	TOTAL
8. Other Costs				
Cleaning and Maintenance Supplies		\$250		\$250
Equipment Repairs and Maintenance		250		250
Recreational & Social Activites		6,000		6,000
Total Other Costs		\$6,500		\$6,500
TOTAL DIRECT COSTS (Categories 1-8)		\$251,050		\$251,050
Indirect Costs				
- Rate (Indirect Cost %) :				
- Base (Total Personnel Costs) :		\$212,458		
Total Indirect Costs		XXXXXXXXXX		
TOTAL PROJECT COSTS		\$251,050		\$251,050

Attachment: Sr Ctr Budget draft 2024 Appendix B 13-002 1 of 2 (2023-521 : Resolution Authorizing Grant Application to Monmouth County for

SUPPORTING BUDGET SCHEDULE

ESTIMATED PROJECT INCOME

SOURCE	AMOUNT
Estimated Project Income (Include Sources)	
Participants Contributions	\$200
TOTAL ESTIMATED PROJECT INCOME	\$200

SUPPORTING BUDGET SCHEDULE
LOCAL NON-FEDERAL PARTICIPATION

SOURCE	AMOUNT
Cash Resources	
City of Asbury Park	\$218,530
State COLA	4,000
Cash Resources Sub-Total	\$222,530

In-Kind Resources	
In-Kind Resources Sub-Total	

TOTAL LOCAL NON-FEDERAL PARTICIPATION	\$222,530
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Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 21, 2023
RESOLUTION SUMMARY

2023-522

Asbury Park Fire Department desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$75,000.00



RESOLUTION NO. 2023-522

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

RESOLUTION TO APPLY FOR THE AMERICAN RESCUE PLAN FIREFIGHTER GRANT (ARPFEG) FY 2024

WHEREAS, The New Jersey Department of Community Affairs' (DCA) Division of Local Government Services (DLGS) is administering the FY2024 American Rescue Plan Firefighter Grant Program, which will help local and regional fire departments in New Jersey provide first responders with proper protective and cleaning equipment. Ensuring that firefighters are properly protected against the strain of emergency fire requests as well as having proper virus protection is vital in today's world.

WHEREAS, the Asbury Park Fire Department desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$75,000.00.

THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park that, the City of Asbury Park Fire Department is hereby authorize the application for such and grant, and; recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Asbury Park Fire Department and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the Fire Chief of the City of Asbury Park, is authorized to sign the application, and any other documents necessary in connection therewith;

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-522 which was finally adopted by the City Council at a meeting held on the 21st day of November, 2023

CERTIFIED BY ME THIS 22nd DAY OF November, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 21, 2023
RESOLUTION SUMMARY

2023-523

Resolution authorizing the payment of bills in the amount of \$2,986,630.25



RESOLUTION NO. 2023-523

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$2,986,630.25

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	\$ 1,161,676.25
BOARD OF EDUCATION	<u>1,824,954.00</u>
 TOTAL VOUCHERS	 \$ <u>2,986,630.25</u>

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-523 which was finally adopted by the City Council at a meeting held on the 21st day of November, 2023

CERTIFIED BY ME THIS 22nd DAY OF November, 2023.

LISA ESPOSITO
CITY CLERK

November 15, 2023
11:05 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 2-First to 3-Last Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/23 Include Non-Budgeted:
Vendors: All
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: SEWER UTILITY: BUDGET:
Department: UTILITY OE
Extd: SEWER UTILITY O/E: OTHER EXPENSES:

2-07-55-502-000-234	SEWER UTILITY O/E: ARP Funds					
TMASSO	T & M ASSOCIATES	22-02631	LSRP SERVICES SEWER PLANT UST	3,881.00	0.00	B
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			3,881.00		
	Department Total: UTILITY OE			3,881.00		
	CAFR Total:			3,881.00		
	Fund Total: SEWER UTILITY: BUDGET:			3,881.00		
	Year Total:			3,881.00		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

3-01-20-100-000-207	ADMINISTRATION Contractual					
GEECHA	GEESE CHASERS, LLC	23-02668	4TH QTR 2023 CLEARING AND	969.00	0.00	B
GEECHA	GEESE CHASERS, LLC	23-02669	4TH QTR 2023 CLEARING AND	484.50	0.00	B
				<u>1,453.50</u>		

3-01-20-100-000-208	ADMINISTRATION Events					
MONPARK	MONMOUTH COUNTY PARKS SYSTEM	23-03270	#25173 Community Fest. Clayton	105.00	0.00	

3-01-20-100-000-209	ADMINISTRATION Professional Services					
SUREN005	SURENIAN, EDWARDS, BUZAK &	23-03220	RCA September Invoice	5,507.96	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	23-03259	Invoice 4956 Council General	2,308.00	0.00	
ARCAR005	ARCARI & IOVINO ARCHITECTS, PC	23-03325	Invoice 231138 Fees	23.92	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	23-03350	Invoice 4980 Parking	147.00	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	23-03368	Invoice 5013 Parking Garage	36.75	0.00	
				<u>8,023.63</u>		

3-01-20-100-000-244	ADMINISTRATION Quality of Life Comm.					
MONPARK	MONMOUTH COUNTY PARKS SYSTEM	23-03270	#25173 Community Fest. Clayton	145.00	0.00	
	Extd Total: ADMINISTRATION			9,727.13		
	Department Total: ADMINISTRATION			9,727.13		

Attachment: Bill List 11-21-23 (2023-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: CENTRAL FUNCTIONS						
Extd: CENTRAL FUNCTIONS						
3-01-20-115-000-299	CENTRAL FUNCTIONS Misc.					
UNIPAR	UNITED PARCEL SERVICE, INC.	23-03349	Invoice 0000210F98453 Postage	11.64	0.00	
	Extd Total: CENTRAL FUNCTIONS			11.64		
	Department Total: CENTRAL FUNCTIONS			11.64		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
3-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON	W.B.MASON CO., INC.	23-03027	Clerk's Office Supplies	176.66	0.00	
3-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
GANNE005	GANNETT NEW YORK/NEW JERSEY	23-03287	#9454197 2023-32 intro	57.00	0.00	
THECOA	THE NEW COASTER, LLC	23-03333	INVOICE #60728 Ord 2023-30 &31	55.42	0.00	
GANNE005	GANNETT NEW YORK/NEW JERSEY	23-03334	Ord 2023-33 to 2023-37 adopts.	307.44	0.00	
				419.86		
3-01-20-120-000-238	MUNICIPAL CLERK Contractual					
PARKE005	PARKER MCCAY, PA	23-03288	October #3171483, #3171484	4,582.90	0.00	
	Extd Total: MUNICIPAL CLERK			5,179.42		
	Department Total: MUNIC CLERK			5,179.42		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
3-01-20-130-000-202	FINANCE Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	23-03126	PURCHASE ORDERS	1,141.00	0.00	
3-01-20-130-000-204	FINANCE Outside Services					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	23-02876	Dissemination Services	750.00	0.00	
3-01-20-130-000-206	FINANCE Copier					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	23-03351	40050506 CONTRACT PMT 57 OF 60	1,858.16	0.00	
3-01-20-130-000-207	FINANCE HR Testing					
MERHEA	HACKENSACK MERIDIAN WORKS	23-03341	Invoice #512891 - October 2023	450.00	0.00	
3-01-20-130-000-223	FINANCE Condo Reimbursements					
7106T005	710 6TH AVENUE LLC	23-03230	3rd Q Trash Reimbursement	1,008.00	0.00	
4077T005	407 7TH AVENUE LLC	23-03231	3rd Q. Trash Reimbursements	882.00	0.00	
2107T005	210 7TH AVENUE LLC	23-03232	3rd Q Trash Reimbursement	579.60	0.00	
309SU005	309 SUNSET AVENUE LLC	23-03233	3rd Q. Trash Reimbursement	771.75	0.00	
3106TH	310 6TH AVENUE, LLC	23-03234	3rd Q. Trash Reimbursement	1,638.00	0.00	
1411W005	1411 WEBB STREET LLC	23-03235	3rd Q Trash Reimbursement	219.05	0.00	
RL3ASB	RL3 ASBURY LLC	23-03236	3rd Q Trash Reimbursement	1,048.95	0.00	
4003RD	400 3RD MINOT, LLC	23-03237	3rd Q Trash Reimbursement	718.20	0.00	
5105T005	510 5TH AVENUE LLC	23-03238	3rd Q Trash Reimbursement	579.60	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-130-000-223	FINANCE Condo Reimbursements		Continued			
2123R005	212 3RD AVENUE LLC	23-03239	3rd Q Trash Reimbursement	693.00	0.00	
1010G005	1010 GRAND AVENUE LLC	23-03240	3rd Q Trash Reimbursement	630.00	0.00	
5038T010	503 8TH AVENUE LLC	23-03241	3rd Q Trash Reimbursement	315.00	0.00	
220FOU	220 FOURTH AVENUE, LLC	23-03242	3rd Q Trash Reimbursement	1,071.00	0.00	
211FIR	211 FIRST DUCKSAUCE, LLC	23-03243	3rd Q Trash Reimbursement	806.40	0.00	
REUDUC2	REUSSI DUCKSAUCE 2 LLC	23-03244	3rd Q. Trash Reimbursement	428.40	0.00	
REUDUC3	REUSSI DUCKSAUCE3 LLC	23-03245	3rd Q Trash Reimbursement	579.60	0.00	
REUSS005	REUSSI DUCKSAUCE 4 LLC	23-03246	3rd Q Trash Reimbursement	1,480.50	0.00	
EMPGRA	EMPIRE GRAND REGENCY ASSOC.INC	23-03248	3rd Q Trash Reimbursement	1,721.92	0.00	
4045T005	404 5TH AVENUE	23-03249	3rd Q Trash Reimbursement	1,008.00	0.00	
				16,178.97		
	Extd Total: FINANCIAL ADMINISTRATION			20,378.13		
	Department Total: FINANCE			20,378.13		
Department: AUDIT						
Extd: AUDIT SERVICES						
3-01-20-135-000-218	AUDIT SERVICES Contract Services					
PKFOC005	PKF O'CONNOR DAVIES, LLP	23-03161	Invoice 757242 Final Audit	15,000.00	0.00	
	Extd Total: AUDIT SERVICES			15,000.00		
	Department Total: AUDIT			15,000.00		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
3-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV	CDW GOVERNMENT LLC	23-03008	Q#1CCHYHX SSB Technology	1,062.72	0.00	
3-01-20-140-000-225	COMPUTER DATA PROC.Document Mgt.					
FILEB005	FILE BANK, INC.	23-03266	Sept/Oct 2023	14,359.11	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			15,421.83		
	Department Total: COMPUTER MIS			15,421.83		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
3-01-20-145-000-206	TAX REV ADMIN Purchase Equipment					
WBMASON	W.B.MASON CO., INC.	23-03192	TAX OFFICE SUPPLIES	371.48	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			371.48		
	Department Total: TAX REV ADMIN			371.48		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
3-01-20-150-000-209	TAX ASSESSOR Fees					
BRBVAL	BRB VALUATION & CONSULTING	23-03187	WRZ Analysis 2023	1,400.00	0.00	

November 15, 2023
11:05 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-150-000-209	TAX ASSESSOR Fees		Continued			
BRBVAL	BRB VALUATION & CONSULTING	23-03213	HRAP Analysis 2023	1,250.00	0.00	
				2,650.00		
	Extd Total: TAX ASSESSOR			2,650.00		
	Department Total: TAX ASSESSOR			2,650.00		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
3-01-20-155-000-209	LEGAL SERVICES Fees					
LAWOF005	LAW OFFICE OF GENE J ANTHONY	23-03289	#21238 OCTOBER RENT LEVELING	2,575.50	0.00	
HILLW005	HILL WALLACK LLP	23-03311	Invoice 737442 General Matters	15,808.50	0.00	
GENBUR	GENOVA BURNS LLC	23-03366	Invoice 504360 General File	20,573.49	0.00	
				38,957.49		
	Extd Total: LEGAL SERVICES			38,957.49		
	Department Total: LEGAL SERVICES			38,957.49		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
3-01-20-162-000-202	APTV Equipment					
ADORAMA	ADORAMA INC.	23-03128	2278737 TV Camera	2,998.00	0.00	
AMAZO005	AMAZON.COM SERVICES	23-03137	Teleprompter	239.49	0.00	
AMAZO005	AMAZON.COM SERVICES	23-03265	Camera Tripod	549.95	0.00	
				3,787.44		
	Extd Total: CABLE TV ADVISORY COMMITTEE			3,787.44		
	Department Total: APTV			3,787.44		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
3-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	23-03370	LAF453229 General Engineering	24,264.99	0.00	
	Extd Total: ENGINEERING SERVICES			24,264.99		
	Department Total: ENGINEER SERV			24,264.99		
	CAFR Total:			135,749.55		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
3-01-22-200-000-204	CONST CODE Equipment					
GRAING	GRAINGER, INC.	23-03162	ELECTROMECHANICAL TIMER	112.83	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			112.83		
	Department Total: CONST CODE			112.83		
	CAFR Total:			112.83		

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
3-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM	PMA MANAGEMENT CORPORATION	23-03355	Oct 2023 Billing Statement	113,375.59	0.00	
	Extd Total: LIABILITY INSURANCE			113,375.59		
	Department Total: LIAB INSURANCE			113,375.59		
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
3-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM	PMA MANAGEMENT CORPORATION	23-03355	Oct 2023 Billing Statement	63,945.53	0.00	
	Extd Total: WORKER'S COMPENSATION			63,945.53		
	Department Total: WORKERS COMP			63,945.53		
	CAFR Total:			177,321.12		
Department: POLICE						
Extd: POLICE DEPARTMENT						
3-01-25-240-000-203	POLICE Motor Vehicle					
EASTC	EAST COAST EMERGENCY LIGHTING, 23-02981		Replace Spot light car #2	554.39	0.00	
3-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	23-03073	#2024631 AUGUST 2023 SERVICES	4,700.00	0.00	
SPCA	MONMOUTH COUNTY SPCA	23-03256	#2024689 SEPTEMBER 2023 SERVIC	5,065.35	0.00	
				9,765.35		
3-01-25-240-000-211	POLICE HR Testing					
STATOX	STATE TOXICOLOGY LABORATORY	23-03255	7/19/23 TESING	45.00	0.00	
3-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM	WIRELESS COMMUNICATIONS &	23-03260	#M61969 NOVEMEBR 2023	1,220.00	0.00	
3-01-25-240-000-222	POLICE Training					
JOSPAN	PANGARO TRAINING & MANAGEMENT	23-03180	INVOICE #2858 FTO TRAINING	538.20	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	23-03252	INV #4831 10/4-10/5 COMPUTER	100.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	23-03253	INV #4814 9/18-9/22 BASIC	200.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	23-03254	INV #4799 9/13-9/20 METHODS OF	150.00	0.00	
				988.20		
3-01-25-240-000-276	POLICE: PAL Expenses					
COSTCO	COSTCO WHOLESALE	23-03076	Blanket PO-Not to exceed \$100	93.29	0.00	
COSTCO	COSTCO WHOLESALE	23-03084	PAL Halloween candy	196.99	0.00	
EBIKE005	E- BIKE KING NJ LLC	23-03271	INV#800987 BIKE REPAIR PEDAL	110.00	0.00	
EBIKE005	E- BIKE KING NJ LLC	23-03272	INV #800990 REPAIR E BIKE	85.00	0.00	
				485.28		
	Extd Total: POLICE DEPARTMENT			13,058.22		
	Department Total: POLICE			13,058.22		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
3-01-25-265-000-202	FIRE DEPT. Office Supplies					
AMAZ0005	AMAZON.COM SERVICES	23-03286	QUOTE-MULTIPURPOSE INSPE. POLE	34.98	0.00	
WBMASON	W.B.MASON CO., INC.	23-03315	QUOTE - MISC OFFICE SUPPLIES	78.60	0.00	
				113.58		
3-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
NJEVEH	NJ EMERGENCY VEHICLES	23-02918	QUOTE- 83-60 DOOR HINGE REPAIR	405.00	0.00	
ASBUT	ASBURY AUTO TOPS, INC.	23-02970	Q#117343 & 117344 SEAT 83-61	400.00	0.00	
NJEVEH	NJ EMERGENCY VEHICLES	23-03118	8359-Diagnose Elec. Issues	670.00	0.00	
FISONS	FIS on Site Service LLC	23-03178	EST:E1184-8375 Annual PM	2,635.00	0.00	
				4,110.00		
3-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
THEHAR	THE HARDWARE STORE	23-02457	BLANKET PO NOT TO EXCEED	111.96	0.00	B
3-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
FIRST005	FIRST DUE	23-03148	FD RECORD MANAGEMENT SOFTWARE	14,800.00	0.00	
3-01-25-265-000-229	FIRE DEPT. Medical Sup.					
COMSAF	COMMUNITY SAFETY CONSULTANTS	23-03283	I#23-CEU-157 SMELTZER REFRESH.	100.00	0.00	
3-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005	CORONIS HEALTH RCM, LLC dba	23-03171	Invoice CHRCM 11322 Sept. Fees	8,072.48	0.00	
3-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
FIRONE	FIREFIGHTER ONE LIMITED	23-01942	Blanket PO Not to Exceed	35.00	0.00	B
	Extd Total: FIRE DEPARTMENT			27,343.02		
	Department Total: FIRE DEPT.			27,343.02		
	CAFR Total:			40,401.24		

Department: STREETS & ROAD
Extd: STREETS & ROADS MAINTENANCE

3-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
PARSTE	PARK STEEL & IRON COMPANY	23-02029	VARIOUS PARTS BLANKET	150.00	0.00	B
HUDS0005	HUDSON COUNTY MOTORS, INC.	23-02137	VARIOUS PARTS BLANKET	965.51	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	23-02472	VARIOUS PARTS BLANKET	467.43	0.00	B
SEACHE	SEACOAST CHEVROLET OLDS-	23-02859	VARIOUS PARTS BLANKET	170.08	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	23-02971	VARIOUS PARTS BLANKET	2,135.57	0.00	B
SEAFOR	SEA BREEZE FORD INC.	23-03030	VARIOUS PARTS BLANKET	1,151.43	0.00	B
JOHGUI	JOHN GUIRE SUPPLY	23-03082	KUBOTA#603 HITCH TO TOW BRDWLK	434.30	0.00	
ASBUT	ASBURY AUTO TOPS, INC.	23-03085	DPW#50 SEAT CUSHION REPAIR	350.00	0.00	
FOSCOM	FOSTER & COMPANY, INC.	23-03086	DPW SHOP SUPPLIES	456.58	0.00	
JACDOH	JACK DOHENY COMPANIES, INC.	23-03127	JETVAC COMPRESSIONJOINT/SENSOR	974.11	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	23-03138	PREM AW 32 HYD/FL 55 GAL	742.14	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	23-03151	GUTTERBROOMS FOR ELGIN SWEEPER	1,403.85	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	23-03170	RAVO GUTTERBROOMS/SPRAY/NOZZLE	2,079.15	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	23-03196	DPW ELGINSWEEP OIL FILLER CAP	101.43	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	23-03197	DPW ELGIN BEARING FOR CONVEYOR	196.24	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-26-290-000-203 ASBAUT ASBURY AUTO TOPS, INC.	STREETS & ROAD	Motor Vehicle 23-03337 #117349	Continued DPWGREGTRK 3YD OF JUTE	30.00 11,807.82	0.00	
3-01-26-290-000-208 SUFFREDI SUFFOLK REDI-MIX	STREETS & ROAD	Concrete 23-03080	CONCRETE BLANKET VARIOUS SITES	1,048.50	0.00	B
3-01-26-290-000-215 FOSCOM FOSTER & COMPANY, INC.	STREETS & ROAD	Misc. Hardware 23-03209	Shop Supplies	226.35	0.00	
3-01-26-290-000-216 GRAING GRAINGER, INC.	STREETS & ROAD	Carpentry Supplies 23-03188	Shop Stock	489.97	0.00	
3-01-26-290-000-218 ARMTRE ARMSTRONG TREE SERVICE LLC	STREETS & ROAD	Contract.Serv. 23-03045	tree removal 609 6th Ave.	1,000.00	0.00	
ARMTRE ARMSTRONG TREE SERVICE LLC		23-03057	tee removal 703 6th & stump	1,800.00	0.00	
CINCOR CINTAS CORPORATION NO 2		23-03276	#9245818497 OCT AED AGREEMENT	107.00	0.00	
SEAWEL SEABOARD WELDING SUPPLY, INC.		23-03293	#958974 cylinder/hazmat charge	98.25	0.00	
STAVOLA STAVOLA ASPHALT COMPANY, INC.		23-03294	#312266 ASPHALT 10/30/23	117.55	0.00	
FRACAR FRANKLIN D. CARSON JR.		23-03361	boot reimbursement 2023	99.97	0.00	
				3,222.77		
3-01-26-290-000-221 ARMTRE ARMSTRONG TREE SERVICE LLC	STREETS & ROAD	Tree Pruning/Removal 23-03040	925 Bangs Hanging Limb	200.00	0.00	
		Extd Total:	STREETS & ROADS MAINTENANCE	16,995.41		
		Department Total:	STREETS & ROAD	16,995.41		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
3-01-26-305-000-209 DELDEM DELISA DEMOLITION, INC.	SOLID WASTE	Fees 23-03130	#277394 & #277395 CONSTR DEBRI	1,930.60	0.00	
DELDEM DELISA DEMOLITION, INC.		23-03268	#278928 & #278929 CONSTR DEBRI	1,888.75	0.00	
MAZMUL MAZZA MULCH, INC.		23-03274	#1012369 BRUSH DISPOSAL OCT 23	8,150.00	0.00	
DELDEM DELISA DEMOLITION, INC.		23-03277	#279081 TRASH FEES 10/16-10/31	31,141.16	0.00	
				43,110.51		
		Extd Total:	SOLID WASTE COLLECTION	43,110.51		
		Department Total:	SOLID WASTE	43,110.51		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
3-01-26-310-000-203 ATLLOK ATLANTIC LOCK & SAFE	BUILDING & GND	Misc. Hardware 23-00283	Misc Keys / Repairs	206.30	0.00	B
THEHAR THE HARDWARE STORE		23-02740	Misc Hardware	133.64	0.00	B
				339.94		
3-01-26-310-000-204 ALLEG005 ALLEGION ACCESS TECHNOLOGIES	BUILDING & GND	Building Supplies 23-02509	SWING DOOR OPERATOR & CONTROLS	2,975.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-26-310-000-210	BUILDING & GND		Building Repairs			
NEWJERDO	NEW JERSEY DOOR WORKS INC.	23-02955	INV #153425 DOOR REPAIRS 9/25	2,494.50	0.00	
3-01-26-310-000-218	BUILDING & GND		Contract.Serv.			
CONTR005	CONTROLLED GROWTH, LLC	23-01244	2023 TURF CARE FERTILIZER &	3,585.00	0.00	B
	Extd Total: BUILDINGS & GROUNDS			9,394.44		
	Department Total: BUILDING & GND			9,394.44		
	CAFR Total:			69,500.36		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
3-01-27-345-000-208	SOCIAL SERVICES		Events			
CRAPRI	CRAFTMASTER PRINTING, INC.	23-02922	Kwanzaa Post cards	288.00	0.00	
AMAZ005	AMAZON.COM SERVICES	23-03168	Tree lighting candy	94.00	0.00	
AMAZ005	AMAZON.COM SERVICES	23-03184	Toys for Kwanzaa give away	124.42	0.00	
				506.42		
	Extd Total: SOCIAL SERVICES:			506.42		
	Department Total: PUBLIC ASST			506.42		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
3-01-27-350-000-299	SENIOR CENTER		Misc.			
STAPLE	STAPLES BUSINESS ADVANTAGE	23-02248	Toiletpap/trifoldtowel/trashli	321.02	0.00	
	Extd Total: SENIOR CENTER			321.02		
	Department Total: SENIOR CENTER			321.02		
	CAFR Total:			827.44		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
3-01-28-370-000-290	RECREATION		Programs/Activities			
IFLYI005	iFLY INDOOR SKYDIVING	23-01862	summer camp activity	2,320.92	0.00	
IPLAY	IPLAY AMERICA, LLC	23-01877	summer camp activity	9,757.49	0.00	
ROBEA005	ROBEANS	23-03175	hot coco/cookies trunk treat	3,750.00	0.00	
RUBBRA	RUBEN BRAY	23-03215	sdj svcs for trunk/treat	200.00	0.00	
				16,028.41		
3-01-28-370-000-294	RECREATION		Vehicle Maint.			
GPCNA091	GPC-NAPA AUTO PARTS	23-02823	RV WATER SYSTEM/FOR WATER PARK	339.99	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			16,368.40		
	Department Total: RECREATION			16,368.40		
	CAFR Total:			16,368.40		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
3-01-31-435-435-299 LIGHT, HEAT & POWER Misc.						
NJAMER	N.J. AMERICAN WATER CO.	23-03262	#1018-210043098405 8/5-9/5	2,059.97	0.00	
NJAMER	N.J. AMERICAN WATER CO.	23-03353	Various Accounts	6,557.69	0.00	
NJAMER	N.J. AMERICAN WATER CO.	23-03373	Various Accounts	<u>1,881.48</u>	0.00	
				10,499.14		
Extd Total: LIGHT,HEAT,POW				10,499.14		
Extd: STREET/TRAFFIC						
3-01-31-435-436-299 STREET&TRAFFIC LIGHTING Misc.						
JCPL	JCPL	23-03301	#200 000 001 293 Master Acct	1,047.38	0.00	
Extd Total: STREET/TRAFFIC				1,047.38		
Department Total: LIGHTING				11,546.52		
Department: TELEPHONE						
Extd: TELEPHONE						
3-01-31-440-000-299 TELEPHONE Misc.						
MONINT	MONMOUTH INTERNET CORPORATION	23-03263	INVOICE#346167-M NOV 2023	3,607.00	0.00	
VERZON	VERIZON BUSINESS	23-03326	152-0369-551-0001-78 11/4-12/3	249.98	0.00	
VERIZON	VERIZON WIRELESS	23-03369	#342269861-00001 10/5-11/4	<u>1,524.04</u>	0.00	
				5,381.02		
Extd Total: TELEPHONE				5,381.02		
Department Total: TELEPHONE				5,381.02		
Department: GASOLINE						
Extd: GASOLINE						
3-01-31-460-000-299 GASOLINE Misc.						
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	23-03320	#328360 & 75956 FUEL	4,727.74	0.00	
Extd Total: GASOLINE				4,727.74		
Department Total: GASOLINE				4,727.74		
CAFR Total:				21,655.28		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
3-01-55-001-000-001 School Taxes Payable						
ASBBOA	ASBURY PARK BOARD OF EDUCATION	23-03321	November 2023 School Tax	1,824,954.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-55-001-000-026	Reserve for Fire House Repairs					
GRAING GRAINGER, INC.		23-03189	Faucet	87.80	0.00	
	Extd Total: TAXES PAYABLE:			1,825,041.80		
	Department Total: TAXES PAYABLE:			1,825,041.80		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			1,825,041.80		
	Fund Total: CURRENT			2,286,978.02		
Fund:	BEACH					
Department:	UTILITY OE					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
3-05-55-502-000-206	BEACH UTILITY O/E: Purchase of Equipment					
CHEVAL CHERRY VALLEY TRACTOR SALES		23-03141	BCH KUBOTA#667 F4 DOOR SKIN	795.28	0.00	
SERVI005 SERVICE TIRE TRUCK CENTERS		23-03267	BEACH JOHN DEERE 2 REAR WHEELS	2,700.00	0.00	
WETIMM W.E. TIMMERMAN COMPANY, INC.		23-03275	DPWELGIN SWEEP HYDRAULIC MOTOR	610.93	0.00	
GPCNA091 GPC-NAPA AUTO PARTS		23-03296	SENIORBUS A/C COMPRESSOR/CLUTC	777.51	0.00	
				4,883.72		
3-05-55-502-000-209	BEACH UTILITY O/E: Custodial Supplies					
ATRAJ005 ATRA JANITORIAL SUPPLY CO. INC		23-02091	Janitorial supplies Beachfront	704.76	0.00	B
ATRAJ005 ATRA JANITORIAL SUPPLY CO. INC		23-02345	blanket janitorial supplies	3,344.85	0.00	B
				4,049.61		
3-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
NJAMER N.J. AMERICAN WATER CO.		23-03262	#1018-210043098405 8/5-9/5	949.79	0.00	
NJAMER N.J. AMERICAN WATER CO.		23-03353	Various Accounts	1,200.41	0.00	
				2,150.20		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			11,083.53		
	Department Total: UTILITY OE			11,083.53		
	CAFR Total:			11,083.53		
	Fund Total: BEACH			11,083.53		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
3-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
AMAZO005 AMAZON.COM SERVICES		23-03147	BNA Cleaners and Zip Ties	115.95	0.00	
3-06-55-502-000-206	TRANS.UTILITY O/E: Electronic Equip.					
MUNCAP MUNICIPAL CAPITAL CORPORATION		23-03351	40050506 CONTRACT PMT 57 OF 60	161.68	0.00	
3-06-55-502-000-208	TRANS.UTILITY O/E: Parking Permits					
PASPOR PASSPORT LABS, INC.		23-03306	INV1041629 10/23 Permit Fees	912.40	0.00	
3-06-55-502-000-209	TRANS.UTILITY O/E: Auto					
RAYMO005 RAYMOND MARION		23-02838	Tow Reimbursement	256.63	0.00	
PASPOR PASSPORT LABS, INC.		23-02896	Park Enforce Camera Repair	5,164.82	0.00	
				5,421.45		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-06-55-502-000-212 IPSGRO IPS GROUP, INC.	TRANS.UTILITY O/E: Parking Meter Supply	23-03308	INV90529 10/23 DMS Fees	7,557.00	0.00	
3-06-55-502-000-215 PASPOR PASSPORT LABS, INC.	TRANS.UTILITY O/E: Software License	23-03302	Software Fee 10/31/23-10/20/24	6,500.00	0.00	
Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:				20,668.48		
Department Total: UTILITY OE				20,668.48		
CAFR Total:				20,668.48		
Fund Total: TRANSPORTATION UTILITY: BUDGET:				20,668.48		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
3-07-55-502-000-202 HACCEM HACH COMPANY	SEWER UTILITY O/E: Hardware/Tools	23-03152	PH Buffer Solution, Standards	698.00	0.00	
MONARCH MONARCH ELECTRIC COMPANY		23-03166	Circuit Breaker Alarm System	72.38	0.00	
				770.38		
3-07-55-502-000-206 ACSCH A.C. SCHULTES, INC.	SEWER UTILITY O/E: Purchase of Equipment	23-02068	Plant Water Pump Motor	2,418.00	0.00	
3-07-55-502-000-211 NJAMER N.J. AMERICAN WATER CO.	SEWER UTILITY O/E: Light & Power	23-03353	Various Accounts	843.19	0.00	
3-07-55-502-000-218 CERID005 CERIDA INVESTMENT CORP.	SEWER UTILITY O/E: Contract Services	23-03318	#127-30911 11/6/23 - 12/3/23	194.32	0.00	
ALSEN005 ALS ENVIRONMENTAL		23-03322	#4120-99390174 Toxicity Test	1,250.00	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		23-03351	40050506 CONTRACT PMT 57 OF 60	82.58	0.00	
				1,526.90		
3-07-55-502-000-220 NJAMER N.J. AMERICAN WATER CO.	SEWER UTILITY O/E: Accounting	23-03352	Data usage 4000270466 NOV 2023	398.78	0.00	
3-07-55-502-000-224 PASVAL PASSAIC VALLEY SEWERAGE COM.	SEWER UTILITY O/E: Sludge Removal	23-03291	INVOICE #522596 OCTOBER 2023	9,609.25	0.00	
RUSREI RUSSELL REID WASTE HAULING &		23-03358	#0006851873 OCTOBER 2023	22,044.75	0.00	
				31,654.00		
3-07-55-502-000-230 UNIVAR UNIVAR SOLUTIONS USA, INC.	SEWER UTILITY O/E: Hypochlorite	23-03295	INV #51609408 OCOTBER 2023	4,246.95	0.00	
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				41,858.20		
Department Total: UTILITY OE				41,858.20		
CAFR Total:				41,858.20		
Fund Total: SEWER UTILITY: BUDGET:				41,858.20		
Year Total:				2,360,588.23		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-007	Section 20 Soft Costs					
TMASSO	T & M ASSOCIATES	23-03370	LAF453229 General Engineering	1,463.00	0.00	
	Extd Total: Ord. 2017-2 Various Capital Improvements			1,463.00		
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	23-01422	FIRE HEADQUARTERS CONSTRUCTION	18,420.04	0.00	B
ABKUR005	A.B. KURRE CONTRACTING, INC.	23-03204	UST REMOVAL AND DISPOSAL	48,436.20	0.00	
HILLW005	HILL WALLACK LLP	23-03311	Invoice 737442 General Matters	385.00	0.00	
				67,241.24		
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			67,241.24		
Extd:	Bond Ord. 2022-16 2022 Var. Cap. Improv.					
C-04-55-998-183-003	Bldgs. & Grounds Chiller					
TRAUS	TRANE U.S. INC.	23-00455	CHILLER REPLACEMENT AT DPW	355,755.67	0.00	B
	Extd Total: Bond Ord. 2022-16 2022 Var. Cap. Improv.			355,755.67		
Extd:	Ord. 2023-19 Various Park Improv.					
C-04-55-998-184-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	23-03370	LAF453229 General Engineering	1,980.25	0.00	
C-04-55-998-184-002	Kennedy Park Improvements					
ANARC005	ANAR CONSTRUCTION LLC	23-01789	KENNEDY PARK IMPROVEMENTS	68,805.80	0.00	B
	Extd Total: Ord. 2023-19 Various Park Improv.			70,786.05		
	Department Total:			495,245.96		
	CAFR Total:			495,245.96		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			495,245.96		
Fund:	PARKING CAPITAL					
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-03383	Reso 2020-303 Memorial Dr.	24,532.00	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			24,532.00		
	Department Total: Ord. 2020-8 Memorial Drive Paving			24,532.00		

Attachment: Bill List 11-21-23 (2023-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Ord. 2020-24 Bond Street Improvements						
Extd: Ord. 2020-24 Bond Street Improvements						
C-09-17-907-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-03381	Reso 2020-302 Bond St. Improv	855.75	0.00	B
	Extd Total: Ord. 2020-24 Bond Street Improvements			855.75		
	Department Total: Ord. 2020-24 Bond Street Improvements			855.75		
Department: Ord. 2022-8 Various Rd. Improvements						
Extd: Ord. 2022-8 Various Rd. Improvements						
C-09-17-909-000-904	Section 20 Costs					
TMASSO	T & M ASSOCIATES	22-01654	MONROE, COMSTOCK & EIGHT ROADS	6,550.25	0.00	B
	Extd Total: Ord. 2022-8 Various Rd. Improvements			6,550.25		
	Department Total: Ord. 2022-8 Various Rd. Improvements			6,550.25		
	CAFR Total:			31,938.00		
	Fund Total: PARKING CAPITAL			31,938.00		
	Year Total:			527,183.96		
Fund: GRANT FUND BUDGET:						
G-02-43-956-022-206	ARP Funding					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	23-01952	REPLACEMENT CHILLED WATER PUMP	29,267.00	0.00	
G-02-43-956-022-213	Safe Routes to Transit Grant					
TMASSO	T & M ASSOCIATES	22-02806	SAFE ROUTES TO TRANSIT	3,473.75	0.00	B
G-02-43-956-022-214	NJ DOT Asbury Ave. Bikeway Project					
TMASSO	T & M ASSOCIATES	23-03019	ASBURY AVE BIKEWAY IMPROVEMENT	13,682.00	0.00	B
G-02-43-956-022-217	Opioid Settlement Funds					
AMAZO005	AMAZON.COM SERVICES	23-03207	ID Printing ribbons	198.00	0.00	
	Extd Total:			46,620.75		
	Department Total:			46,620.75		
G-02-43-958-023-220	Senior Center Grant					
SPRCON	SPRINGWOOD CENTER CONDOMINIUM	23-03258	4th Quarter Condo Fees	7,497.75	0.00	
	Extd Total:			7,497.75		
	Department Total:			7,497.75		
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance					
INTER015	INTERWOVEN	23-02623	UEZ Lease Subsidy Grant	475.00	0.00	B
	Extd Total:			475.00		
	Department Total:			475.00		
	CAFR Total:			54,593.50		
	Fund Total: GRANT FUND BUDGET:			54,593.50		
	Year Total:			54,593.50		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801	Reserve for Animal Control					
SPCA	MONMOUTH COUNTY SPCA	23-00103	TRAP, NEUTER & RELEASE PROGRAM	787.50	0.00	B
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	23-03284	Dog Report October 2023	5.40	0.00	
				792.90		
	Extd Total:			792.90		
	Department Total:			792.90		
	CAFR Total:			792.90		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			792.90		
Fund: PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:						
T-21-00-412-000-299	527 BANGS AVENUE(LINUS HOLDINGS CORP)					
INSENG	INSITE ENGINEERING, LLC	23-02879	PB ENG INSPECTIONS 527 Bangs	2,032.30	0.00	
	Extd Total:			2,032.30		
	Department Total:			2,032.30		
T-21-00-447-000-299	545 LAKE-INSPECTION(545 LAKE AVE,LLC)					
INSENG	INSITE ENGINEERING, LLC	23-03015	PB & ZB Insite Sept 2023	142.50	0.00	
	Extd Total:			142.50		
	Department Total:			142.50		
T-21-00-473-000-299	1156 SPRINGWOOD-INSPECTIONS(INTERFAITH)					
INSENG	INSITE ENGINEERING, LLC	23-02879	PB ENG INSPECTIONS 527 Bangs	344.00	0.00	
	Extd Total:			344.00		
	Department Total:			344.00		
T-21-00-478-000-299	407-409 SEWALL AVE.(407 SEWALL AVE.,LLC)					
INSENG	INSITE ENGINEERING, LLC	23-02810	PB Eng 701 Lake and 407 Sewell	300.00	0.00	
	Extd Total:			300.00		
	Department Total:			300.00		
T-21-00-496-000-299	316 MAIN STREET(316 MAIN AVENUE, LLC)					
INSENG	INSITE ENGINEERING, LLC	23-03015	PB & ZB Insite Sept 2023	375.00	0.00	
	Extd Total:			375.00		
	Department Total:			375.00		
Department: B.A.N's						
T-21-00-521-000-299	637/701 LAKE AVENUE(DOUGLAS DEVELOPMENT)					
INSENG	INSITE ENGINEERING, LLC	23-02810	PB Eng 701 Lake and 407 Sewell	2,997.00	0.00	
	Extd Total:			2,997.00		
	Department Total: B.A.N's			2,997.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-549-000-299	929 ASBURY/1000 1ST(PARTNER PROP.,LLC)					
INSENG	INSITE ENGINEERING, LLC	23-03015	PB & ZB Insite Sept 2023	424.81	0.00	
	Extd Total:			424.81		
	Department Total:			424.81		
T-21-00-550-000-299	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP)					
TMASSO	T & M ASSOCIATES	23-03372	LAF453232 115 Fourth	1,630.00	0.00	
	Extd Total:			1,630.00		
	Department Total:			1,630.00		
T-21-00-560-000-299	614 COOKMAN AVENUE(614 COOKMAN, LLC)					
INSENG	INSITE ENGINEERING, LLC	23-03015	PB & ZB Insite Sept 2023	562.50	0.00	
	Extd Total:			562.50		
	Department Total:			562.50		
T-21-00-565-000-299	917 3RD AVENUE(MA 917 3RD AVENUE, LLC)					
INSENG	INSITE ENGINEERING, LLC	23-03120	Insite 202 7th and 917 3rd	1,125.00	0.00	
	Extd Total:			1,125.00		
	Department Total:			1,125.00		
T-21-00-572-000-299	202 7TH AVE(INSPE.FEES)(202 7TH AVE,LLC)					
INSENG	INSITE ENGINEERING, LLC	23-03120	Insite 202 7th and 917 3rd	2,888.20	0.00	
TMASSO	T & M ASSOCIATES	23-03371	LAF453230 202 7th Ave.	326.00	0.00	
				<u>3,214.20</u>		
	Extd Total:			3,214.20		
	Department Total:			3,214.20		
T-21-00-573-000-299	205 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)					
INSENG	INSITE ENGINEERING, LLC	23-03015	PB & ZB Insite Sept 2023	1,027.50	0.00	
	Extd Total:			1,027.50		
	Department Total:			1,027.50		
T-21-00-584-000-299	1109 1/2 FIFTH AVENUE(ANGELICA ARISTONE)					
INSENG	INSITE ENGINEERING, LLC	23-03015	PB & ZB Insite Sept 2023	225.00	0.00	
	Extd Total:			225.00		
	Department Total:			225.00		
T-21-00-588-000-299	115-117 ATKINS AVE(INTERFAITH NEIGHBORS)					
INSENG	INSITE ENGINEERING, LLC	23-03015	PB & ZB Insite Sept 2023	375.00	0.00	
	Extd Total:			375.00		
	Department Total:			375.00		

Attachment: Bill List 11-21-23 (2023-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-589-000-299	211 DEWITT(MONMOUTH INVESTMENT PARTNERS)					
INSENG	INSITE ENGINEERING, LLC	23-03015	PB & ZB Insite Sept 2023	375.00	0.00	
	Extd Total:			375.00		
	Department Total:			375.00		
T-21-00-593-000-299	BLOCK 4306(ASBURY PARTNERS, LLC)					
INSENG	INSITE ENGINEERING, LLC	23-03015	PB & ZB Insite Sept 2023	1,245.00	0.00	
	Extd Total:			1,245.00		
	Department Total:			1,245.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			16,394.81		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			16,394.81		
Fund:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
CAFR:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
T-39-00-850-000-299	MADISON-ASBURY RETAIL - Miscellaneous					
HILLW005	HILL WALLACK LLP	23-03311	Invoice 737442 General Matters	58.50	0.00	
	Extd Total:			58.50		
	Department Total:			58.50		
	CAFR Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			58.50		
	Fund Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			58.50		
Fund:	ISTAR-2 ESCROW FUND:					
T-42-56-850-850-802	ISTAR-2 ESCROW - Miscellaneous					
MARFAL	MARAZITI FALCON, LLP	23-03125	PROFESSIONAL SERVICES RENDERED	10,930.10	0.00	
	Extd Total:			10,930.10		
	Department Total:			10,930.10		
	CAFR Total:			10,930.10		
	Fund Total: ISTAR-2 ESCROW FUND:			10,930.10		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-806	711&607 Mattison/545 Lake/550 Cookm(APB)					
ARCHGR	ARCHER & GREINER, P.C.	23-03186	Invoice 4296981 545 Lake	8,905.00	0.00	
HILLW005	HILL WALLACK LLP	23-03312	Invoice 737430 514 Summerfield	245.00	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	23-03350	Invoice 4980 Parking	330.75	0.00	
				9,480.75		
T-48-56-850-000-856	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	23-03368	Invoice 5013 Parking Garage	110.25	0.00	
T-48-56-850-000-862	1001 1ST AVENUE(ASBURY PARK FIRST)					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	23-03259	Invoice 4956 Council General	36.75	0.00	
T-48-56-850-000-866	512-514 SUMMERFIELD(SHARED EQUITIES)					
HILLW005	HILL WALLACK LLP	23-03312	Invoice 737430 514 Summerfield	175.00	0.00	

Attachment: Bill List 11-21-23 (2023-523 : Payment of Bills)

November 15, 2023
11:05 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-868 MARFAL MARAZITI FALCON, LLP	201 2ND AVE(209-213 FOURTH AVE,LLC)	23-03125	PROFESSIONAL SERVICES RENDERED	357.50	0.00	
T-48-56-850-000-871 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	1106 MAIN STREET(MERCY CENTER CORP.)	23-03259	Invoice 4956 Council General	147.00	0.00	
Extd Total:				10,307.25		
Department Total:				10,307.25		
CAFR Total:				10,307.25		
Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW				10,307.25		
Year Total:				38,483.56		
Total Charged Lines: 404 Total List Amount: 2,984,730.25 Total Void Amount:				0.00		

Attachment: Bill List 11-21-23 (2023-523 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
SEWER UTILITY: BUDGET:	2-07	3,881.00	0.00	0.00	3,881.00
CURRENT	3-01	2,286,978.02	0.00	0.00	2,286,978.02
BEACH	3-05	11,083.53	0.00	0.00	11,083.53
TRANSPORTATION UTILITY: BUDGET:	3-06	20,668.48	0.00	0.00	20,668.48
SEWER UTILITY: BUDGET:	3-07	41,858.20	0.00	0.00	41,858.20
Year Total:		2,360,588.23	0.00	0.00	2,360,588.23
GENERAL CAPITAL FUND BUDGET:	C-04	495,245.96	0.00	0.00	495,245.96
PARKING CAPITAL	C-09	31,938.00	0.00	0.00	31,938.00
Year Total:		527,183.96	0.00	0.00	527,183.96
GRANT FUND BUDGET:	G-02	54,593.50	0.00	0.00	54,593.50
ANIMAL CONTROL FUND BUDGET:	T-12	792.90	0.00	0.00	792.90
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	16,394.81	0.00	0.00	16,394.81
MADISON-ASBURY RETAIL, LLC FUND BUDGE	T-39	58.50	0.00	0.00	58.50
ISTAR-2 ESCROW FUND:	T-42	10,930.10	0.00	0.00	10,930.10
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	10,307.25	0.00	0.00	10,307.25
Year Total:		38,483.56	0.00	0.00	38,483.56
Total Of All Funds:		2,984,730.25	0.00	0.00	2,984,730.25

November 21, 2023 Meeting

Balance Brought Forward from Total List Amount	\$ 2,984,730.25
Postmaster (23-03367)	\$ 1,900.00

Total:	<u><u>\$ 2,986,630.25</u></u>
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Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 21, 2023
RESOLUTION SUMMARY

2023-524

Establishing a New Sewer Rate Schedule (Connection Fees).



RESOLUTION NO. 2023-524

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

RESOLUTION TO ESTABLISH A NEW SEWER RATE SCHEDULE (CONNECTION FEES) WITHIN THE CITY OF ASBURY PARK, PURSUANT TO N.J.S.A. 40A:26A-11 AND CITY CODE SECTION 18-5.6

WHEREAS, pursuant to N.J.S.A. 40A:26A-11 and City Code Section 18-5.6, the City of Asbury Park (the “City”) wishes to revise the Sewer Rate Schedule (Connection Fees) and general requirements applicable to sewer connection fees within the City; and

WHEREAS, a properly noticed public hearing concerning the said revised Rate Schedule (Connection Fees) was held on November 21, 2023, at which time all members of the public were afforded the opportunity to be heard thereon; and

WHEREAS, following the conclusion of the public hearing, the Mayor and Council of the City of Asbury Park have determined to approve and adopt the new Sewer Rate Schedule (Connection Fees) as set forth herein.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the following Sewer Rate Schedule (Connection Fees) is hereby approved and adopted for the City of Asbury Park:

RATE SCHEDULE

The provisions of the City of Asbury Park Rules and Regulations which fix and determine the time or times when, and the place or places where, the charges contained in this Rate Schedule are due and payable are incorporated herein and made a part hereof.

THE CITY OF ASBURY PARK SCHEDULE 1 SEWER CONNECTION FEES

CLASS 1. RESIDENTIAL

Single-family, condominiums, townhouses, apartments
Multi-family, duplex, age restricted, trailers, mobile
Homes (per unit)

\$7,163.00

CLASS 2. HOTEL OR MOTEL \$3,581.50

(Per guest room) This portion of the connection fees applies only to the number of guest rooms. The balance of the connection fee is based upon estimated water usage from the remainder of the building, including kitchens, restaurants, taverns, laundries, offices, convention or meeting rooms, sport or athletic facilities, common areas and the like.

CLASS 3. NON-RESIDENTIAL: GENERAL

Per Gallon Per Day	\$35.00
Minimum Connection Fee (per unit)	\$7,163.00

A minimum sewer connection charge for nonresidential users shall be imposed, in an amount equal to the residential connection fee regardless of whether the estimated usage is less than the residential rate of usage.

CLASS 4. CERTAIN AFFORDABLE HOUSING PROJECTS

Connection fees to public housing authorities and organizations building affordable housing projects that consist of replacement units for demolished or refurbished units, and for which a connection fee was previously paid, are to be computed by charging the lesser of a) the reduced rate of 50% of the connection fee established in the Rate Schedules, or b) the connection fee established in this Rate Schedule, minus a credit in the amount of a connection fee previously paid for the housing units being replaced, provided the public housing authority and organization can establish the connection fee previously paid. If the amount of the previous connection fee cannot be established, the reduced rate of 50% of the connection fee established in this Rate Schedule shall apply.

GENERAL REQUIREMENTS APPLICABLE TO SEWER CONNECTION FEES

- A. An applicant shall pay a sewer connection fee for each equivalent dwelling unit at the time that a construction permit is requested, in an amount as established by the City's Rate Schedule in effect at the time that service is requested. All sewer connection fees shall be paid in full prior to the issuance of a construction permit for the premises.
- B. Connection fees for nonresidential users shall be based upon the City's calculation of estimated usage multiplied by the rate per gallon per day contained in the Rate Schedule. A minimum sewer connection charge for nonresidential users shall be imposed, in an amount equal to the residential connection fee regardless of whether the estimated usage is less than the residential rate of usage.
- C. The projected flow criteria contained in N.J.A.C. 7:14A-23.3 shall be used to determine the estimated sewer usage for non-residential uses, whenever practicable. In the event that a type of use is not listed in N.J.A.C. 7:14A-23.3,

the City may adopt additions or exceptions to the flow projections contained in N.J.A.C. 7:14A-23.3 by resolution. For the purpose of this Rate Schedule, any reference to “seat” in N.J.A.C.7:14A-23.3 or in any projected flow criteria adopted by the City shall be deemed to mean the maximum permitted occupancy established pursuant to the Uniform Construction Code and/or the Uniform Fire Code.

- D. In the event that an application is made for sewer service to a non-residential building, facility or structure for which the types or sizes of the uses therein have not been determined by the applicant, or are subject to change in the future a connection fee shall be assessed based upon the maximum potential estimated sewer usage in the building, facility or structure. The City, in its discretion, may enter into a deferred connection fee agreement under which an initial connection fee would be imposed only for those uses that are currently contemplated, and which would defer the payment of the balance of the connection fee until such time as a use for which the initial connection fee was paid is changed to a use that will generate additional sewer usage. Any connection fee paid under a deferred connection fee agreement shall be paid at the connection fee rate then prevailing at that time that payment is made.
- E. An application for additional capacity shall be made by any existing non-residential user whenever there is an increase in the estimated, projected sewer usage for any existing building, facility or structure resulting from an increase in size in the building, facility or structure. A connection fee shall be charged to the user based upon the increase in estimated sewer usage associated with the aforesaid increase in size.
- F. In the event that an application is made to reinstate sewer service to a residential structure that was previously abandoned or terminated when the prior structure was demolished or substantially totally destroyed because of catastrophe, no additional connection fee shall be due provided that the application for service is made within two (2) years of the date of the prior termination of service.
- G. In the event that an application is made to reinstate sewer service to a non-residential structure that was previously abandoned or terminated when the prior structure was demolished or substantially totally destroyed because of catastrophe, no additional connection fee shall be due, provided that 1) the applicant has continued to pay sewer service charges for the property on a quarterly basis as those charges became due, and 2) there is no change in the estimated sewer usage of the building, In the event that condition 1) herein has been satisfied, but there will be an increase in the estimated sewer usage of the building, then the applicant shall pay a connection fee only on the amount of the increase in the estimated sewer usage.

BE IT FURTHER RESOLVED, that the aforesaid Sewer Rate Schedule shall hereby supersede any and all prior Sewer Rate Schedules relating to Connection Fees which were

previously adopted and effective within the City, and the new rates set forth above become effective immediately.

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

- a. Donna Vieiro, City Manager;
- b. David Gannon, CPA, City Auditor;
- c. JoAnn Boos, Chief Financial Officer; and
- d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-524 which was finally adopted by the City Council at a meeting held on the 21st day of November, 2023

CERTIFIED BY ME THIS 22nd DAY OF November, 2023.

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK
PROPOSED SEWER CONNECTION FEE INCREASES
PUBLIC HEARING - NOVEMBER 21, 2023

	<u>Prior Rate</u>	<u>Proposed New Rate</u>
CLASS 1. RESIDENTIAL		
Single-family, condominiums, townhouses, apartments Multi-family, duplex, age restricted, trailers, mobile Homes (per unit)	\$5,904.00	\$7,163.00
CLASS 2. HOTEL OR MOTEL	\$2,952.00	\$3,581.50
(Per guest room) This portion of the connection fees applies only to the number of guest rooms. The balance of the connection fee is based upon estimated water usage from the remainder of the building, including kitchens, restaurants, taverns, laundries, offices, convention or meeting rooms, sport or athletic facilities, common areas and the like.		
CLASS 3. NON-RESIDENTIAL: GENERAL		
Per Gallon Per Day	\$31.98	\$35.00
Minimum Connection Fee (per unit)	\$5,904.00	\$7,163.00



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 21, 2023
RESOLUTION SUMMARY

2023-514

Request from K. Hovnanian to use Block 4003, Lot 4 and Block 3901, Lots 2 and 3 for additional staging for their project know as the Baltic and Aegean. The will primarily store materials on the lots.



RESOLUTION NO. 2023-514

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO AUTHORIZE CONSTRUCTION STAGING FOR K. HOVNANIAN HOLDINGS NJ, LLC ON BLOCK 4003, LOT 4 AND BLOCK 3901, LOTS 2 AND 3 FOR THE DEVELOPMENT OF PROPERTY LOCATED AT BLOCK 4003, LOTS 1, 2, AND 16 AND BLOCK 4003, LOTS 12, 13, AND 14

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

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk); and

WHEREAS, the City Council on June 14, 2018 amended the Waterfront Redevelopment Plan and the Redeveloper Agreement to permit an entity other than the Master Developer to enter into a subsequent redeveloper’s agreement with the City; and

WHEREAS, the City, the Master Developer, and K. Hovnanian Holdings NJ, LLC, (“**K. Hovnanian**”) entered into a Subsequent Developer Agreement dated May 28, 2021, as same has been amended (“**SDA**”), with respect to the development of Block 4003, Lots 1, 2, and 16 (the “**Baltic**”) and Block 4003, Lots 12, 13, and 14 (the “**Aegean**”), collectively, the “**Project**”; and

WHEREAS, a Construction Staging Plan, prepared by Maser Consulting, PC, dated January 13, 2021 and revised through April 29, 2021, was attached to the SDA as Exhibit D and is attached hereto as “Schedule A”; and

WHEREAS, K. Hovnanian has begun construction on the Project and has determined the need for additional property for the storage of material and the staging of construction to advance the Project; and

WHEREAS, K. Hovnanian seeks to use Block 4003, Lot 4 and Block 3901, Lots 2 and 3 for additional storage of construction materials as outlined and illustrated in the Temporary Construction Staging Request and Staging Area Plan, attached hereto as “Schedule B,” which was not anticipated when the staging plan was adopted; and

WHEREAS, K. Hovnanian, (doing business as K. Hovnanian’s Baltic at Asbury Park Urban Renewal, L.L.C. and K. Hovnanian’s Aegean at Asbury Park Urban Renewal, L.L.C.) entered into a Lease Agreement with 209-213 Fourth Avenue, LLC on October 10, 2023 for the temporary use and occupancy of Block 4003, Lot 4, located on Third Avenue, and Block 3901, Lots 2 and 3, located on Second Avenue (the “**Lease Agreement**”), attached hereto as “Schedule C”, which includes an aerial of the Staging Area Plan; and

WHEREAS, the Lease Agreement permits K. Hovnanian to store and stage construction materials on Block 4003, Lot 4, located on Third Avenue, and Block 3901, Lots 2 and 3, located on Second Avenue (the “**Leased Property**”) for approximately one year from the date of execution of the Lease Agreement; and

WHEREAS, at the request of the City, K. Hovnanian shall obtain written consent from the adjacent property owners prior to the staging of construction on the Leased Property, copies of which shall be submitted to the City upon receipt, and

WHEREAS, the staging of construction shall not take place until proof of the written consent of the neighbors is obtained and notification is sent to tenants by certified and regular mail and provided as follows:

1. Block 4003, Lot 4 - consent shall be obtained from the property owners of Block 4003, Lots 3, 5, 10 and 11 and notification letters sent to the tenants by certified and regular mail prior to the use of the Lot 4 for staging.
2. Block 3901, Lots 2 and 3 - consent shall be obtained from the property owners of Block 3901, Lots 1 and 4 and notification letters sent to the tenants by certified and regular mail prior to the use of the Lots 2 and 3 for staging.

WHEREAS, the Governing Body of the City of Asbury Park desires to consent to the staging of construction by K. Hovnanian on the Leased Property in order to advance the Project, subject to the Construction Staging Plan, the Temporary Construction Staging Request and Staging Area Plan, the consent of adjacent property owners, and the terms of the Lease Agreement, as may be applicable; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Municipal Council of the City of Asbury Park, that the City of Asbury Park hereby consents to the staging of construction by K. Hovnanian Holdings NJ, LLC on Block 4003, Lot 4 and Block 3901, Lots 2 and 3 for the construction of the Project.

Section 1. **Recitals.** The recitals are fully incorporated herein.

Section 2. **Consent of Adjacent Property Owners.** The written consent of adjacent property owners shall be submitted to the City for review prior to the start of the staging of

construction on the Leased Property and this Resolution shall be expressly conditioned upon receipt of same.

Section 3. **Construction Staging Plan.** The staging of construction of the Baltic and the Aegean shall be consistent with the Construction Staging Plan and the Temporary Construction Staging Request and Staging Area Plan, attached hereto as Schedule A and B, respectively.

Section 4. **Lease Agreement.** K. Hovnanian shall comply with the terms of the Lease Agreement with 209-213 Fourth Avenue, LLC, attached hereto as Schedule C.

Section 5. **Full Force and Effect.** All other terms and conditions of the Redevelopment Agreement and the Subsequent Redevelopment Agreement shall remain in full force and effect.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-514 which was finally adopted by the City Council at a meeting held on the 21st day of November, 2023

CERTIFIED BY ME THIS 22nd DAY OF November, 2023.

LISA ESPOSITO
CITY CLERK

SCHEDULE A
“CONSTRUCTION STAGING PLAN”

Packet Pg. 65

SCHEDULE B

“TEMPORARY CONSTRUCTION STAGING REQUEST AND STAGING AREA PLAN”

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

SUBJECT: TEMPORARY CONSTRUCTION STAGING REQUEST

REQUESTING ENTITIES: K. HOVNANIAN'S BALTIC AT ASBURY PARK URBAN RENEWAL, LLC & K. HOVNANIAN'S AEGEAN AT ASBURY PARK URBAN RENEWAL, LLC

DATE: OCTOBER 16, 2023

K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC and K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC (collectively, "K. Hovnanian") greatly appreciate the cooperation and courtesies that the City has kindly extended relative to The Baltic and The Aegean.

As the City Council may recall, The Baltic is to be comprised of 17 condominium flats (located on Block 4003, Lot), and The Aegean is to be comprised of 27 condominium flats (located on Block 4003, Lot).

While undertaking the early geotechnical shoring, environmental remediation, and preparing the foundation footings/stormwater management system construction, it has become evident that K. Hovnanian will need an area to temporarily store and stage construction materials (e.g. lumber, siding, sheetrock, etc.) for each building. As the City Council will note from the review of the aerial schematic that is provided with this Memorandum, each of the Baltic and Aegean buildings occupy most of the lots comprising the communities. As a consequence, there is very little room around the building footprints in order to store construction materials. This is especially so since the remaining areas around the buildings must remain circumnavigable in order to facilitate construction.

To help resolve the foregoing, two adjoining property owners have agreed to allow K. Hovnanian to utilize their properties a temporary basis (i.e. 12 months) in order to store construction materials. One of the properties is located immediately across Second Avenue from The Aegean and the second property is located on the same block and side of Third Avenue as The Baltic. The property owners are amenable to extending the staging period as reasonably necessary to accommodate construction. Please see the attached schematic for a depiction of the communities and the proposed staging areas.

To mitigate any security and aesthetic concerns, please note that K. Hovnanian intends to secure the temporary staging areas with chain link fences installed in the ground and screening will be provided. Further, K. Hovnanian will follow all soil conservation district protocols by installing a tracking pad and cleaning the areas of the streets located adjacent to the communities and the staging areas.

While difficult to gauge, K. Hovnanian's best estimate is that materials will be moved from the staging area over to the construction site in smaller batches and that the frequency will be approximately to 2x-3x/week during the workweek. To make the movement of materials as least disruptive as feasible, all our trade partners will be instructed to operate in this manner. Of course, following their use, the fencing

Thank you for the City Council's courtesies and cooperation relative to the review of the foregoing.



Existing 6' high chain link fence and gate to remain. Screening shall be installed on fence

6' high chain link fence with screening

Existing 6' stockade fence to remain

Existing 4' stockade fence to remain

Stone Tracking Pad

16' wide double swing gate

BALTIC & AEGEAN

Staging Area Plan
Lots 2 & 3, Block 3901
Lot 4, Block 4003

October 16, 2023

SCHEDULE C
“LEASE AGREEMENT”

Attachment: SCHEDULE C (2023-514 : K, Hovnanian Additional Construction Staging for Block 4003, Lot 4 and Block 3901, Lots 2 and 3)

"SCHEDULE C"

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is dated as of this 10TH day of October 2023, by and between **209-213 FOURTH AVENUE, LLC** and **BLOCK 3109 QOZF LLC** (collectively, "Lessor") and **K. HOVNANIAN'S BALTIC AT ASBURY PARK URBAN RENEWAL, L.L.C., and K. HOVNANIAN'S AEGEAN AT ASBURY PARK URBAN RENEWAL, L.L.C.**, New Jersey limited liability companies (collectively, "Lessee").

RECITALS

WHEREAS, Lessor is the owner of property known as Block 4003, Lot 4 located along Third Avenue and Block 3901, Lots 2 and 3 located along Second Avenue within the City of Asbury Park, County of Monmouth, State of New Jersey (the "Property");

WHEREAS, Lessee desires to occupy on a temporary basis a portion of the Property as shown on Exhibit A attached hereto (the "Leased Premises") for the temporary staging of construction materials; and

WHEREAS, Lessor has agreed to grant Lessee the right to occupy the Leased Premises on the terms and conditions set forth in this Lease.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree with each other as follows:

1. Leased Premises. Lessor does hereby grant to Lessee a temporary right to use, upon the conditions hereinafter provided, the Leased Premises. Lessee accepts the Leased Premises in its "AS IS" condition. Lessor makes no representation or warranty to Lessee in connection with the Leased Premises.

2. Term. Subject to and upon the covenants, agreements and conditions set forth herein, the term of this Lease (the "Term") shall commence on October 9, 2023 (the "Lease Commencement Date") and shall expire on October 8, 2024, unless sooner terminated by Lessee (the "Expiration Date"). In the event Lessee fails to vacate and to terminate its use of the Leased Premises on the Expiration Date, Lessee shall be deemed a trespasser and, without limiting Lessor's rights at law or equity, Lessor may remove Lessee and Lessee's property from the Leased Premises, at Lessee's sole risk and expense, including reasonable attorneys' fees incurred by Lessor.

3. Use. Lessee will use the Leased Premises solely for the staging of construction-related materials in order to construct condominium homes on the property known as Block 4003, Lots 1, 2, 16, 12, 13, and 14 ("Baltic and Aegean"). Without limiting the foregoing, Lessee shall not cause or permit any hazardous substance or hazardous wastes to be brought, kept or stored within the Leased Premises. Lessee shall comply with all Legal Requirements.

termination of this Lease arising from Lessee's default hereunder. Upon the termination of this Lease, Lessee shall immediately remove any property of Lessee located upon the Leased Premises at Lessee's sole risk and expense.

11. Notices. All notices and other communications given pursuant to this Lease shall be in writing and shall be: (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified below; (ii) hand delivered to the parties hereto at the addresses specified below; (iii) sent by a nationally recognized overnight courier service, and addressed to the parties hereto at the addresses specified below; or (iv) sent by electronic mail after 9:00 a.m. and before 5:00 p.m. on a business day. All notices shall be effective upon dispatch. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision. Notice given by an attorney for a party shall be effective for all purposes. The parties' addresses are as follows:

If to Lessor:

209-213 Fourth Avenue, LLC
And Block 3109 QOZF LLC
PO Box 737
Asbury Park, NJ 07712
Phone: (732) 776-6969
Cell: (732) 322-5523
Email: patfasano@verizon.net

And a copy to:

Elizabeth J Appello, Esq.
P.O. Box 85
Allenhurst NJ 07711
Phone: 732-996-3205
Email: ejappello@pobox.com

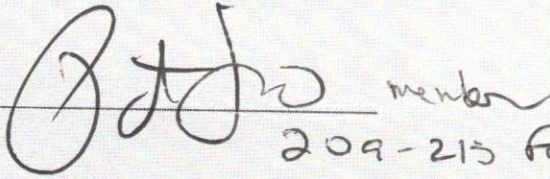
If to Lessee:

K. Hovnanian's Baltic at Asbury Park Urban Renewal, L.L.C.
K. Hovnanian's Aegean at Asbury Park Urban Renewal, L.L.C.
110 Fieldcrest Avenue Edison, New Jersey 08837
Attn: Carl W. Erler, Division Counsel
E-mail: cerler@khov.com

12. Lessor Reservation. Lessor reserves the right to enter upon the Leased Premises for any reason (provided that Lessor shall not have the right to enter any trailer located on the Leased Premises unless accompanied by a representative of Lessee), and Lessor agrees to provide Lessee with prior notice (which may be oral) of any such entry (except in case of an emergency, in which case no prior notice shall be necessary).

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed and delivered as their act and deed, intending to be legally bound by its terms and provisions.

LESSOR:


209-215 Fort Avenue

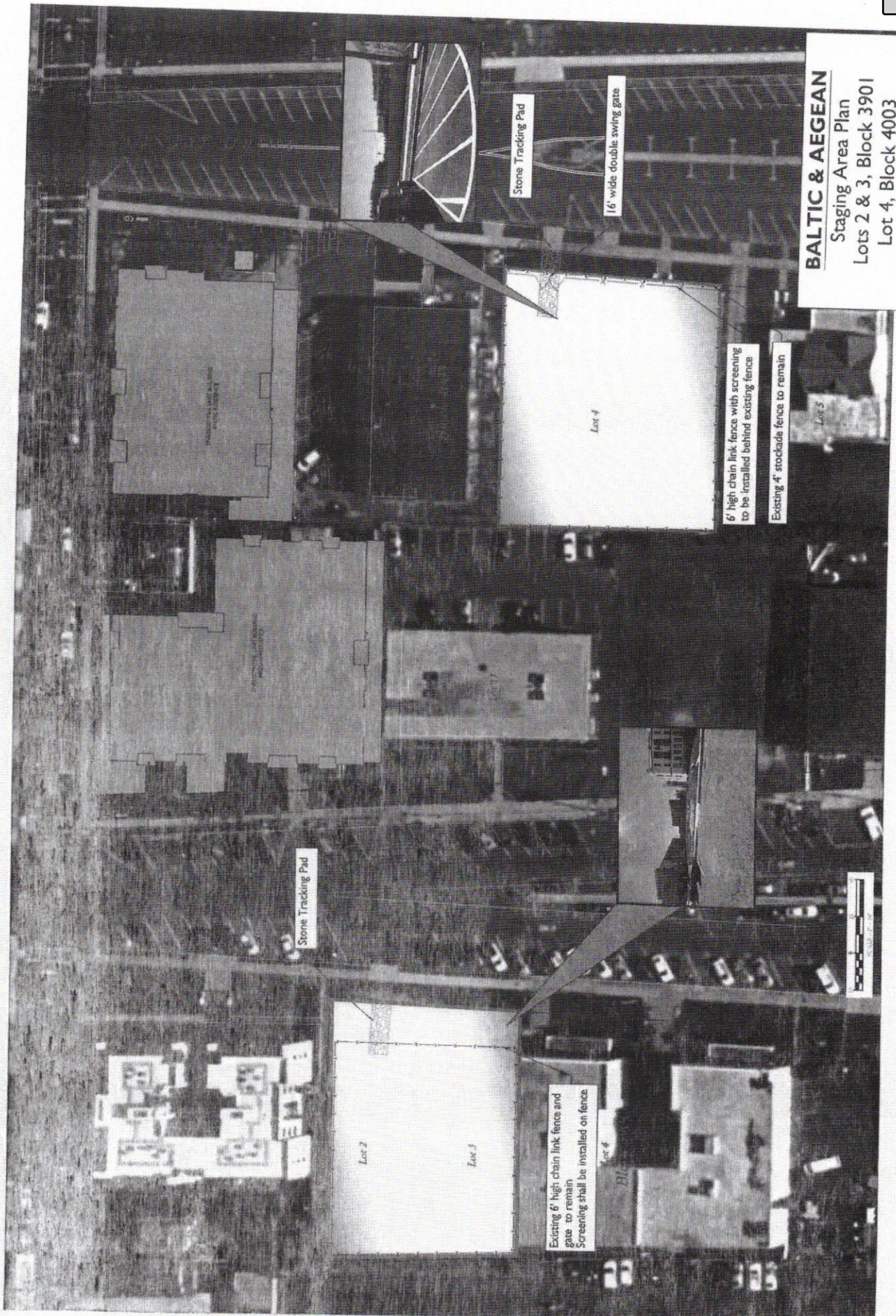
LESSEE:


K. Hovnanian's Baltic at Asbury Park Urban Renewal, L.L.C.
MICHAEL WESSLITZ, DIVISION PRESIDENT

LESSEE:


K. Hovnanian's Aegean at Asbury Park Urban Renewal, L.L.C.
MICHAEL WESSLITZ, DIVISION PRESIDENT

BALTIC & AEGEAN
Staging Area Plan
Lots 2 & 3, Block 3901
Lot 4, Block 4003





Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 21, 2023
RESOLUTION SUMMARY

2023-525

Resolution approving change order #2 for New Fire Department Headquarters in an additional amount of \$10,631.31 and represents a 0.0006% increase to the original contract sum. This change order is due to modifications to the emergency generator electrical system and a minor modification to the reinforcement steel in a few footing locations resulting in a new contract amount of \$18,164,337.62.



RESOLUTION NO. 2023-525

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

RESOLUTION APPROVING CHANGE ORDER #2 FOR THE NEW FIRE DEPARTMENT HEADQUARTERS

WHEREAS, the City Council of Asbury Park awarded a contract to Wallace Bros., Inc. on February 27, 2023 for a New Fire Department Headquarters via Resolution #2023-144; and

WHEREAS, the original contract amount approved by the City Council was in the sum of eighteen million eight-four thousand dollars (\$18,084,000.00); and

WHEREAS, the City had approved via Resolution 2023-471 Change Order #1 resulting in an additional amount of sixty-nine thousand seven hundred six dollars and thirty-one cents (\$69,706.31) to the contract; and

WHEREAS, the City Engineer is requesting Change Order #2 in the amount of \$10,631.31 and represents a 0.0006% increase to the original contract sum with a new contract amount of eighteen million one hundred sixty-four thousand three hundred thirty-seven dollars and sixty-two cents (\$18,164,337.62); and

WHEREAS, the change order is due to modifications of the emergency generator electrical system and a minor modification to the reinforcement steel in a few footing locations; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-04-55-998-176-001 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that this Change Order 2 shall not exceed ten thousand six hundred thirty-one dollars and thirty-one cents (\$10,631.31).

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

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

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

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, Wallace Bros., Inc., City Engineer , City Manager and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-525 which was finally adopted by the City Council at a meeting held on the 21st day of November, 2023

CERTIFIED BY ME THIS 22nd DAY OF November, 2023.

LISA ESPOSITO
CITY CLERK



YOUR GOALS. OUR MISSION.

November 10, 2023

(via email)

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

RE: Asbury Park Fire Department Headquarters
Change Order #2
T&M File No.: ASPK-00789
ASPK PO No.: 23-02172

Enclosed, please find Change Order #002 in the total amount of ten thousand six hundred thirty-one dollars and thirty-one cents (\$10,631.31), from Wallace Brothers Inc., the General Contractor for the referenced project.

This change order represents costs as follows:

Change Request No.	Description	Value
001	Cost to upgrade the generator breaker to increase the generator capacity from 85% building load to 100% building electrical load documented in returned submittal 233213.16-000.00.	\$2,108.43
003	Cost to upgrade the transfer switch and electrical switchboard as required to accommodate electrical service coordination study and building equipment documented in RFI Response #17. (Back-up information included to show pricing of the fused switch prior to General Contractor markup.)	\$8,061.63
004	Cost to add rebar as required to accommodate revised building footings to accommodate unforeseen existing conditions documented in Bulletin #2.	\$461.25
Total		\$10,631.31

We have reviewed the work represented in this change order with Shore Point Architects and their design consultants, and they confirmed that the changes are recommended, and the costs are reasonable; therefore, we recommend approval of Change Order #002 in the total amount of \$10,631.31. If you concur, please sign and return one copy of the attached Change Order for our records and distribution.

If you have any questions, please do not hesitate to contact us.

T&M Associates,

Elizabeth Lawler, CCM
Group Manager

Attachment: CHANGE ORDER 2 FIRE DEPARTMENT HEADQUARTERS (2023-525 : Change Order #2 for Fire Department Headquarters)

AIA® Document G731™ – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: (name and address) Asbury Park Fire Department Headquarters 200 Memorial Drive, Asbury Park, NJ 07712 OWNER: (name and address) City of Asbury Park 1 Municipal Plaza, Asbury Park, NJ 07712 CONTRACTOR: (name and address) Wallace Brothers Inc. 400 Chambers Bridge Road, Brick, NJ 08723	CONTRACT INFORMATION: Contract For: General Construction Date: 7/31/2023 ARCHITECT: (name and address) Shore Point Architecture 108 S. Main Street Ocean Grove, NJ 07756	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: 11/06/2023 CONSTRUCTION MANAGER: (name and address) T&M Associates 1144 Hooper Avenue Suite 202 Toms River, NJ 08753
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THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached approved PCO

#001 - Generator breaker upgrade to increase capacity

#003 - Transfer switch and electrical switchboard to accommodate electrical service coordination study and building equipment

#004 - Additional rebar to accommodate revised building footings. Unforeseen existing condition.

The original Contract Sum was	\$ 18,084,000.00
Net change by previously authorized Change Orders	\$ 69,706.31
The Contract Sum prior to this Change Order was	\$ 18,153,706.31
The Contract Sum will be increased by this Change Order in the amount of	\$ 10,631.31
The new Contract Sum including this Change Order will be	\$ 18,164,337.62

The Contract Time will be increased by Zero (0) days.

The Contractor's Work shall be substantially complete on

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Shore Point Architecture

ARCHITECT (Firm name)

SIGNATURE

Stephen J. Carlidge, AIA President

PRINTED NAME AND TITLE

November 10, 2023

DATE:

Wallace Brothers Inc.

CONTRACTOR (Firm name)

SIGNATURE

Steve Wallace, President

PRINTED NAME AND TITLE

November 10, 2023

DATE:

T&M Associates

CONSTRUCTION MANAGER (Firm name)

SIGNATURE

Elizabeth Lawler, CCM Group Manager

PRINTED NAME AND TITLE

November 10, 2023

DATE:

City of Asbury Park

OWNER (Firm name)

SIGNATURE

Donna M. Vieiro, City Manager

PRINTED NAME AND TITLE

November 10, 2023

DATE:

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User Notes:

(3B9ADA4B)

Attachment: CHANGE ORDER 2 FIRE DEPARTMENT HEADQUARTERS (2023-525 : Change Order #2 for Fire Department Headquarters)

Wallace Bros Inc.**PROPOSED CHANGE ORDER****No. 0001**400 Chambers Bridge Road
Brick, NJ 08742**Phone:** 732 295 9340
Fax:**TITLE:** Breaker for Generator
PROJECT: Asbury Park Fire House
TO: Attn: Donna Vieiro
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712**DATE:** 09/01/2023
JOB: ASPK-00781
CONTRACT NO: 0100

Phone: 732 502 5720

RE: **To:** **From:** **Number:****DESCRIPTION OF PROPOSAL**

Install New Breaker per Engineers Request

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Install Breaker as per Engineers request		1.000		\$1,870.00	0.00%	\$0.00	\$1,870.00

Unit Cost: \$1,870.00**Unit Tax:** \$0.00**Unit Total:** \$1,870.00**Subtotal** \$1,870.00

Description	Markup Percent	Markup Amount
-------------	----------------	---------------

Bond & Insurance 2.50% \$46.75

Subtotal 0.00% \$1,916.75GC Overhead & Profit 10.00% \$191.68**Total Cost:** \$2,108.43**APPROVAL:****By:** _____
Donna Vieiro**By:** _____
Steve Wallace**Date:** _____**Date:** _____

Wallace Bros Inc.**PROPOSED CHANGE ORDER****No. 000**400 Chambers Bridge Road
Brick, NJ 08742**Phone:** 732 295 9340
Fax:**TITLE:** Coordination Findings
PROJECT: Asbury Park Fire House
TO: Attn: Donna Vieiro
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712**DATE:** 09/21/2023
JOB: ASPK-00781
CONTRACT NO: 0100

Phone: 732 502 5720

RE: **To:** **From:** **Number:****DESCRIPTION OF PROPOSAL**

Coordination Study Findings

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Coordination Study Findings		1.000		\$7,150.00	0.00%	\$0.00	\$7,150.00
					Unit Cost:			\$7,150.00
					Unit Tax:			\$0.00
					Unit Total:			\$7,150.00
					Subtotal			\$7,150.00
Description					Markup Percent		Markup Amount	
Bond & Insurance					2.50%			\$178.75
					0.00%			\$7,328.75
Overhead & Profit					10.00%			\$732.88
					Total Cost:			\$8,061.63

APPROVAL:**By:** _____
Donna Vieiro**By:** _____
Steve Wallace**Date:** _____**Date:** _____

Wallace Bros Inc.**PROPOSED CHANGE ORDER****No. 0001**400 Chambers Bridge Road
Brick, NJ 08742**Phone:** 732 295 9340
Fax:**TITLE:** Rebar Shop Drawing Bulletin #2**DATE:** 09/28/2023**PROJECT:** Asbury Park Fire House**JOB:** ASPK-00781**TO:** Attn: Donna Vieiro
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712**CONTRACT NO:** 0100

Phone: 732 502 5720

RE:**To:****From:****Number:****DESCRIPTION OF PROPOSAL**

Revised Changes to Rebar Shop Drawings due to Changes established in Bulletin # 2

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Revised Rebar Shop Drawing due to Bulletin # 2		1.000		\$450.00	0.00%	\$0.00	\$450.00

Unit Cost: \$450.00**Unit Tax:** \$0.00**Unit Total:** \$450.00**Subtotal** \$450.00

Description	Markup Percent	Markup Amount
-------------	----------------	---------------

Insurance & Bond 2.50% \$11.25

0.00% \$461.25

Overhead & Profit 0.00% \$0.00

Total Cost: \$461.25**APPROVAL:****By:** _____
Donna Vieiro**By:** _____
Steve Wallace**Date:** _____**Date:** _____



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 21, 2023
RESOLUTION SUMMARY

2023-526

Rescinding Resolution 2023-394 (Use of State Urban Enterprise Zone funds for Asbury Park UEZ Business Development Director salary), And Authorizing The Use Of Funds Designated For The City
Of Asbury Park From The Fiscal Year 2024 Asbury Park Urban Enterprise Zone Fund For The Asbury Park Administration Budget - FY '24



RESOLUTION NO. 2023-526

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

RESOLUTION RESCINDING RESOLUTION 2023-394, AND AUTHORIZING THE USE OF FUNDS DESIGNATED FOR THE CITY OF ASBURY PARK FROM THE FISCAL YEAR 2024 ASBURY PARK URBAN ENTERPRISE ZONE FUND FOR THE ASBURY PARK ADMINISTRATION BUDGET – FY '24

WHEREAS, a proposal for the use of Fiscal Year 2024 Urban Enterprise Zone Assistance Funds has been approved by the Urban Enterprise Zone Committee for the following: **Asbury Park UEZ Administration Budget - FY '24**; and

WHEREAS, it is considered to be in the best interest of the City of Asbury Park and the community in particular that Urban Enterprise Zone Assistance Funds be utilized for the above-mentioned purpose.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park does hereby approve the use of Urban Enterprise Zone Assistance Funding for the following project, in accordance with the budget submitted and approved by the Urban Enterprise Zone Committee: **Asbury Park UEZ Administration Budget - FY '24** for a cost not to exceed **\$105,772**.

BE IT FURTHER RESOLVED that the persons whose names, titles, and signatures appear below or their successors in said titles are authorized to sign any agreement connected with this funding and any other documents necessary in connection therewith.

BE IT FURTHER RESOLVED that Resolution 2023-394 is hereby rescinded.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-526 which was finally adopted by the City Council at a meeting held on the 21st day of November, 2023

CERTIFIED BY ME THIS 22nd DAY OF November, 2023.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 21, 2023
RESOLUTION SUMMARY

2023-528

Executing An Estoppel Certificate And Recognition Agreement Relating To The Property
Located At 521 Lake Avenue.



RESOLUTION NO. 2023-528

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO EXECUTE AN ESTOPPEL CERTIFICATE AND RECOGNITION AGREEMENT RELATING TO THE PROPERTY LOCATED AT 521 LAKE AVENUE (BLOCK 3105, LOT 4.02)

WHEREAS, 545 Lake Avenue Urban Renewal LLC (also referenced as the “Property Owner”) is the owner of certain property in the City of Asbury Park (also referenced as the “City”), Monmouth County, New Jersey, located at 521 Lake Avenue, designated on the City’s tax maps as Block 3105, Lot 4.02 (the “Property”), which Property is improved by approximately 60 residential units and approximately 88 parking spaces, and other on-site and off-site improvements (the “Project”); and

WHEREAS, the Property Owner and the City have entered into that certain Financial Agreement for Long Term Tax Exemption dated as of December 16, 2019 (the “Financial Agreement”); and

WHEREAS, the Property Owner and the City have entered into that certain Redeveloper Agreement dated December 16, 2019 (the “Redeveloper Agreement”; the Financial Agreement, together with the Redeveloper Agreement, will hereinafter collectively be referred to as the “PILOT Documents”); and

WHEREAS, the Property Owner and 545 Lake Master Tenant LLC (the “Master Tenant”) seek a loan from Key Bank National Association (the “Lender”) in the amount of \$18,000,000.00 (the “Loan”), which Loan is secured by, among other things, a mortgage in favor of Lender encumbering the fee and leasehold interest in and to the Property; and

WHEREAS, as a condition to giving to the Loan to Borrower, the Lender has requested the City, Property Owner and the Master Tenant to enter into the attached Estoppel Certificate and Recognition Agreement (the “Agreement”) in connection with Property Owner’s and Master’s Tenant’s request for financing; and

WHEREAS, in furtherance of the above, the City and the Property Owner wish to enter into the attached Agreement.

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

1. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Agreement.
2. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. 545 Lake Avenue Urban Renewal LLC;
 - b. Donna M. Vieiro, City Manager;
 - c. David A. Weinstein, Esq.;
 - d. Michele Alonso, Director of Planning and Redevelopment; and
 - e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-528 which was finally adopted by the City Council at a meeting held on the 21st day of November, 2023

CERTIFIED BY ME THIS 22nd DAY OF November, 2023.

LISA ESPOSITO
CITY CLERK

ESTOPPEL CERTIFICATE AND RECOGNITION AGREEMENT

THIS ESTOPPEL CERTIFICATE AND RECOGNITION AGREEMENT (this “**Agreement**”), is made as of , 2023, by **THE CITY OF ASBURY PARK**, a municipal corporation of the State of New Jersey (the “**City**”) having an address at 1 Municipal Plaza, Asbury Park, New Jersey 07712, for the benefit of **545 LAKE AVENUE URBAN RENEWAL LLC** (“**Property Owner**”) and **545 LAKE MASTER TENANT LLC** (“**Master Tenant**”), each a New Jersey limited liability company and each having an address at 165 West 73rd Street, New York, New York, and **KeyBank National Association, a national banking association** (together with its successors and/or assigns, the “**Lender**”), having an address at 127 Public Square, Cleveland, Ohio 44144

WITNESSETH

WHEREAS, Property Owner is the owner of certain property in the City of Asbury Park, Monmouth County, New Jersey, located at 521 Lake Avenue, designated on the City’s tax maps as Block 3105, Lot 4.02 (the “**Property**”), which Property is improved by approximately 60 residential units and approximately 88 parking spaces, and other on-site and off-site improvements (the “**Project**”); and

WHEREAS, the Property Owner and the City have entered into that certain Financial Agreement for Long Term Tax Exemption dated as of December 16, 2019 (the “**Financial Agreement**”); and

WHEREAS, the Property Owner and the City have entered into that certain Redeveloper Agreement dated December 16, 2019 (the “**Redeveloper Agreement**”; the Financial Agreement, together with the Redeveloper Agreement, will hereinafter collectively be referred to as the “**PILOT Documents**”); and

WHEREAS, the Property Owner and Master Tenant seek a loan from Lender in the amount of \$18,000,000.00 (the “**Loan**”), which Loan is secured by, among other things, a mortgage in favor of Lender encumbering the fee and leasehold interest in and to the Property; and

WHEREAS, as a condition to giving to the Loan to Borrower, the Lender has requested the City, Property Owner and Master Tenant to enter into this Agreement in connection with Property Owner’s and Master’s Tenant’s request for financing; and

NOW, THEREFORE, for One and No/100 Dollars (\$1.00), and in consideration of the benefits to be received and expected to be received by the City, and Property Owner in connection therewith, the parties hereto covenant, agree, represent and warrant as follows:

1. **City’s Representations, Warranties and Covenants** The City hereby represents, warrants and covenants to Property Owner, Master Tenant and Lender, and its successors and assigns, as of the date hereof:

(a) Attached hereto as Exhibit A is a true, correct and complete copy of the Financial Agreement, including all exhibits and other attachments thereto and all amendments thereto and modifications thereof, and except as herein provided, there are no other agreements or understandings between the City and Property Owner relating to the obligations of Property Owner

under the Financial Agreement not reflected in the Financial Agreement. The Financial Agreement is in full force and effect and has not been cancelled, modified, supplemented, amended, extended, renewed or terminated. The City has established the Annual Service Charge Start Date (as defined in the Financial Agreement) as July 2, 2023. The Financial Agreement shall remain in effect until June 30, 2044 unless earlier terminated in accordance with the LTTE (as hereinafter defined) and the Financial Agreement. The City established the Annual Service Charge (as defined in the Financial Agreement) for calendar year 2023 in the amount of \$81,051.00, and payments under the Financial Agreement shall be payable quarterly on the first day of February, May, August and November each year. Property Owner is not in breach or default under the Financial Agreement, and, to the knowledge of the City, no event has occurred, or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a breach or default. Property Owner has paid all real estate taxes and other municipal charges assessed against the Property during the period of Property Owner's ownership of the Property up to the Annual Service Charge Start Date. Property Owner has paid all Annual Service Charges (as defined in the Financial Agreement) administrative fees and costs and all other amounts due and payable under the Financial Agreement. The City acknowledges receipt of the Certification of Total Project Cost Audit (as required under the Financial Agreement) filed on October 16, 2023, reflecting Total Project Cost of \$19,340,925.00. The Property Owner was not required to file Disclosure Statements since there has been no change in ownership or interest in the Project. The City acknowledges the filing of each Certificate of Occupancy of the Property with the Tax Assessor and Tax Collector of the City.

(b) Attached hereto as Exhibit B is a true, correct and complete copy of the Redeveloper Agreement, including all exhibits and other attachments thereto and all amendments thereto and modifications thereof, and except as herein provided, there are no other agreements or understandings between the City and Property Owner relating to the obligations of Property Owner under the Redeveloper Agreement not reflected in the Redeveloper Agreement. The Redeveloper Agreement is in full force and effect and has not been cancelled, modified, supplemented, amended, extended, renewed or terminated. Property Owner is not in breach or default under the Redeveloper Agreement, and, to the knowledge of the City, no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a breach or default. All work which is the responsibility of Property Owner under the Redeveloper Agreement has been completed and furnished to the satisfaction of the City, and a Certificate of Completion has been issued by the City with respect to all such work.

(c) The City hereby covenants and agrees that, in the event that the PILOT documents are terminated for any reason, including, without limitation, as a result of a rejection of the PILOT documents in a bankruptcy proceeding, upon Lender's request, provided that there shall remain no outstanding monetary defaults thereunder, the City, to the extent permitted by law, shall be presented for approval new PILOT documents with Lender, upon the Lender establishing an urban renewal entity in accordance with the requirements of N.J.S.A. 40A:20-1 et seq. (the "LTTE"), and such new PILOT documents shall be on the same terms and conditions of the unexpired term of the PILOT documents immediately prior to such termination.

The City hereby agrees that the City will deliver to Lender a copy of written notice to KeyBank National Association, 127 Public Square, Cleveland, Ohio 44144, or such other address as provided to the City by the Lender in writing, of any default by Master Tenant and/or Property Owner under the PILOT documents (any such notice, a "**Default Notice**") simultaneously with sending such notice to Master Tenant and/or Property Owner, provided however failure to provide such Default Notice to the Lender shall not prevent the City from exercising any rights or remedies provided under the PILOT

documents. City hereby further agrees that Lender shall have the right, but not the obligation, to cure any default by Master Tenant and/or Property Owner under the PILOT documents under the same terms and conditions provided to the Master Tenant and /or Property Owner under the PILOT documents.

(d) The City agrees that any delivery of an assignment of the PILOT documents to Lender (or any nominee of Lender or successful third-party bidder) pursuant to foreclosure proceedings or a deed in lieu of foreclosure, shall not be subject to the prior written consent of the City and in the event Master Tenant's and/or Property Owner's interest under the PILOT documents is so assigned to Lender (or any nominee of Lender or successful third-party bidder) (as applicable, the "Assignee"), so long as such Assignee is a qualified urban renewal entity under the LTTE, and has met all requirements thereunder and has executed such documents as are necessary to effectuate such assignment, such Assignee shall be entitled to all rights and benefits inuring to the tenant under the PILOT documents and shall have the right to further assign Master's Tenant's and/or Property Owner's interest in the PILOT documents without the need to obtain the consent of City, so long as such party is a qualified urban renewal entity under the LTTE, and has met all the requirements thereunder.

(e) The City agrees that Lender shall be entitled to participate in any settlement regarding insurance or condemnation proceeds or awards, to collect and hold any such proceeds or awards and to determine and direct whether any such proceeds or awards are made available for the restoration of the Property or are applied to the repayment of the Loan.

(f) The term of the Financial Agreement shall expire on June 30, 2044.

(g) Notwithstanding anything in the Redeveloper Agreement to the contrary, Lender and Federal Home Loan Mortgage Corporation, together with their respective successors and/or assigns (which successors and/or assigns include, but are not limited to, any REMIC Trust), are all an "Institution" and a "Permitted Mortgagee", as such terms are defined in the Redeveloper Agreement.

(h) Notwithstanding anything contained in the Redeveloper Agreement to the contrary, the City will not exercise its right to purchase the Property/the Project as set forth in Section 7.03(b) of the Redeveloper Agreement (i) during any period where Property Owner and Master Tenant are prohibited from prepaying or defeasing the Loan pursuant to the documents executed and/or delivered by Property Owner and Master Tenant in connection with the Loan (the "Loan Documents"), (ii) upon the occurrence and continuance of an Event of Default (as such term is defined in the Loan Documents) under the Loan Documents, and (iii) when Lender or any nominee of Lender owns the Property/Project.

(i) Borrower is not required to convert the property to a form of ownership.

2. For the purposes of Section 7.03(b) of the Redeveloper Agreement, "Fair Market Value" is defined as the most probable sales price which the Property should sell for in a comparable and open market, under all conditions requisite to a fair sale, the seller and buyer, each acting prudently, knowledgeably and assuming that the sale is not affected by undue stimulus or disincentive. To determine Fair Market Value, within ten (10) days of the date of the City's election to exercise its right to purchase the Property under Section 7.03(b) of the Redeveloper Agreement, both the City and the Property Owner or its successor in interest shall each independently employ the services of an appraiser at their own cost that is a Member of the Appraisal institute (MAI) and has at least ten (10) years' experience appraising multi-family residential buildings in central New Jersey to perform an appraisal of

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the Property. If either the City and the Property Owner or its successor in interest fails to appoint an appraiser within such ten (10) day period, the appraiser appointed by the City or the Property Owner or its successor in interest, as the case may be, shall appoint an appraiser having the qualifications set forth herein. As promptly as possible, but in no event later than thirty (30) days after the appointment of both appraisers, the appraisers shall notify the City and the Property Owner or its successor in interest in writing of their determination of the Fair Market Value. The Fair Market Value so elected by the two appraisers will constitute the Fair Market Value for the relevant period, and will be binding upon the City and the Property Owner or its successor in interest. If the two appraisers are unable to agree as to the Fair Market Value, but their determinations differ by less than five percent (5%), the Fair Market Value will be the average of the determinations of the two appraisers. If the two appraisers' determinations differ by five percent (5%) or more, then the two appraisers shall promptly agree upon and appoint a third appraiser having the qualifications set forth herein. The third appraiser shall, within thirty (30) days of appointment, determine which of the two initial appraisers' determination of Fair Market Value is the closest to the actual Fair Market Value. The Fair Market Value selected by the third appraiser will constitute the Fair Market Value and will be binding upon the City and the Property Owner or its successor in interest. Upon the determination of the Fair Market Value, the City and the Property Owner or its successor in interest shall promptly execute an instrument setting forth the amount of such Fair Market Value.

3. Lender and its successors and assigns may rely upon the truth and accuracy of the contents, statements and certifications contained in this Agreement. This Agreement may not be deemed to alter or modify any of the terms and conditions of the Financial Agreement or the Redevelopment Agreement, except as expressly stated herein.

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SIGNATURE PAGE TO ESTOPPEL CERTIFICATE AND RECOGNITION AGREEMENT

(Redevelopment Agreement and Financial Agreement)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City: **CITY OF ASBURY PARK,**
a Municipal corporation

By: _____
Name:
Title:

STATE OF NEW JERSEY)

ss.:

COUNTY OF MONMOUTH)

BE IT REMEMBERED, on the ____ day of _____, 2023, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he is the _____ of the City of Asbury Park, a Municipal corporation, which is the corporation described in and which executed the foregoing instrument; and that he signed his name thereto as the authorized _____ of said corporation in accordance with the _____ of said corporation.

Name:
Attorney at Law of New Jersey

Attachment: 11.6.2023 updated 545 Lake (NJ) - Estoppel and Recognition Agreement (City Revisions)(227947567.3) FHLMC

**SIGNATURE PAGE TO ESTOPPEL CERTIFICATE AND RECOGNITION
AGREEMENT**

(Redevelopment Agreement and Financial Agreement)

Property Owner:

545 LAKE AVENUE URBAN RENEWAL LLC, a New Jersey limited liability company

By:

Name: _____

Title:

STATE OF _____)

ss.:

COUNTY OF _____)

BE IT REMEMBERED, on the ____ day of _____, 2023, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he is the _____ of 545 Lake Avenue Urban Renewal LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto as the _____ of the limited liability company in accordance with the certificate of formation and operating agreement of said limited liability company.

Name: _____

Notary Public of _____

Attachment: 11.6.2023 updated 545 Lake (NJ) - Estoppel and Recognition Agreement (City Revisions)(227947567.3) FHLMC

**SIGNATURE PAGE TO ESTOPPEL CERTIFICATE AND RECOGNITION
AGREEMENT**

(Redevelopment Agreement and Financial Agreement)

Property Owner:

545 LAKE MASTER TENANT LLC, a New Jersey limited liability company

By:

Name: _____

Title:

STATE OF _____)

ss.:

COUNTY OF _____)

BE IT REMEMBERED, on the ____ day of _____, 2023, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he is the _____ of 545 Lake Master Tenant LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto as the _____ of the limited liability company in accordance with the certificate of formation and operating agreement of said limited liability company.

Name: _____

Notary Public of _____

Attachment: 11.6.2023 updated 545 Lake (NJ) - Estoppel and Recognition Agreement (City Revisions)(227947567.3) FHLMC

SIGNATURE PAGE TO ESTOPPEL CERTIFICATE AND RECOGNITION AGREEMENT
(Redevelopment Agreement and Financial Agreement)

The undersigned, to induce the City of Asbury Park and 545 Lake Avenue Urban Renewal LLC to enter into the foregoing Recognition Agreement, agrees, consents to and approves all of the terms, conditions and provisions of the Recognition Agreement.

ACKNOWLEDGED AND AGREED TO

THIS ____ DAY OF _____, 2023.

KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION

By: _____
Name: _____
Title: _____

STATE OF NEW JERSEY) ss.:

COUNTY OF ESSEX)

BE IT REMEMBERED, on the ____ day of _____, 2023, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he is the _____ of KeyBank National Association; and that he/she signed his/her name thereto as the _____ of KeyBank National Association in accordance with the certificate of formation and operating agreement of said company.

 Name:

Notary Public of _____

Attachment: 11.6.2023 updated 545 Lake (NJ) - Estoppel and Recognition Agreement (City Revisions)(227947567.3) FHLMC

REDEVELOPER AGREEMENT BY AND BETWEEN
THE CITY OF ASBURY PARK
AND
545 LAKE AVENUE URBAN RENEWAL LLC

Dated: 12-16, 201~~8~~⁹

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REDEVELOPER AGREEMENT

THIS REDEVELOPER AGREEMENT is made as of this _____ day of _____, 2018 (the “**Effective Date**”) 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

545 LAKE AVENUE URBAN RENEWAL LLC (“**545 Lake**”, and together with the City, the “**Parties**”), with principal offices located at c/o Sackman Enterprises, Inc, 165 West 73rd Street, New York, New York, 10023 ATTN: Carter Sackman.

WITNESSETH

WHEREAS, in 2002, the City formally 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” establishing, pursuant to the Act, a plan (the “**Redevelopment Plan**”) for the redevelopment of the Central Business District; and

WHEREAS, the Developer, through an affiliated entity known as Cookman Community Development Urban Renewal LLC (“**CCD**”), entered into a Redeveloper Agreement with the City on November 10, 2010 (the “**Cookman RDA**”) which proposed development of the certain properties in the Central Business District then known as Block 117, Lots 4, 5, 6.01 and 7 and 10 (Lots 4, 5, 6.01 and 7 being described in the Cookman RDA as the “Lake Avenue Properties”), along with Block 117, Lots 6.02 and 10, which was known as the “**550 Cookman Avenue Site**”; and

WHEREAS, on June 12, 2017, CCD was granted both final site plan and minor subdivision approval (the “**Planning Board Approvals**”) permitting Block 3105 (formerly Block 117), Lot 4 within the Lake Avenue Properties to be subdivided from the 550 Cookman Avenue Site into new Lots 4.01 and 4.02, and to permit the construction of the Project (hereinafter defined) on the newly subdivided Lot 4.02 (the “**Property**”); and

WHEREAS, the Property has been used as an open parking lot for the 550 Cookman Avenue Site; and

WHEREAS, 545 Lake intends to develop the Property through: (1) the renovation and improvement of on-site sidewalks and landscaping; (2) the construction on and improvement of the Property to accommodate approximately 60 residential units; and (3) the provision of not less than 88 parking spaces on the Property, including certain spaces to accommodate the residents of 550 Cookman who are then using the Property as surface parking; (4) a contribution to the City's parking fund to reflect the remainder of the parking required on-site; and (5) other on-site and off-site improvements, all in accordance with this Agreement, the Redevelopment Plan and the Planning Board Approvals (collectively, the "**Project**"); and

WHEREAS, the Parties wish to enter into this Redeveloper Agreement to set forth their respective rights and responsibilities with respect to the implementation of the Project,

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 Redeveloper Agreement, the following terms shall have the meanings ascribed to such terms in the recitals above or as set forth 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 otherwise specified. All references to Sections or Articles shall refer to Sections or Articles in this Redeveloper Agreement unless otherwise specified.

"Affiliate" shall mean with respect to any person other than the City, (1) any entity which has the power to direct such person's management and operation, or any entity whose management and operation is controlled by such person; or (2) any entity in which an entity described in (1) has a controlling interest; or (3) any entity a majority of whose voting equity is owned by such person; or (4) any entity in which or with which such person, its successors or permitted assigns, is merged or consolidated, in accordance with applicable statutory provisions for merger or consolidation, so long as the liabilities of the entities participating in such merger or consolidation are assumed by the entity surviving such merger or created by such consolidation. Nothing in this definition is intended to permit or otherwise authorize 545 Lake to, in fact, merge or consolidate with any other entity without the prior written approval of the City.

“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 Municipal Land Use Law, 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 for the Project.

“545 Lake” shall mean 545 Lake Avenue Urban Renewal LLC, a New Jersey urban renewal entity, with principal offices located at c/o Sackman Enterprises, Inc., 165 West 73rd Street, New York, New York 10023.

“Certificate of Completion” shall mean the Certificate of Completion as set forth in Section 4.08.

“Certificate of Occupancy” shall mean a temporary or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to *N.J.S.A. 52:27D-133*.

“City Costs” shall mean all reasonable and necessary costs and expenses of the City incurred in negotiation of this Redeveloper Agreement and related agreements.

“Commencement of Construction” and **“Commence Construction”** shall mean any activity authorized by a Building Permit associated with construction, including, but not limited to, the placement of any equipment upon properties to be used in construction, grading, excavation, or site preparation.

“Completion of Construction” and **“Complete Construction”** shall mean the completion of the Project in accordance with the Final Site Plan sufficient for issuance of Certificates of Occupancy for residential units of the Lake Avenue Building, subject to installation of landscaping, final fixtures, and floor coverings.

“Construction Period” shall mean the period of time from Commencement of Construction through the Completion of Construction.

“Declaration of Restrictions” shall mean the filing with the office of the Monmouth County Clerk of: (i) a notice of the covenants as set forth in Section 3.02; (ii)

a notice of the remedy of the City set forth in Section 7.03(b); and (iii) notice as to the existence of this Redeveloper Agreement.

“Event of Default” shall be as set forth in Article 7 of this Redeveloper Agreement.

“Event of Force Majeure” shall mean an enforced delay in the performance of such obligations arising from causes beyond 545 Lake’s reasonable control and without its fault and consisting of acts of God, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight, energy shortages, embargoes, or delays of subcontractors due to any of the foregoing such causes.

“Final Site Plan” or **“Final Site Plan Approval”** shall mean the final site plan and subdivision with respect to the development of the Lake Avenue Site submitted to, and approved by, the Planning Board by resolution dated June 12, 2017, including any amendments thereto.

“Financial Agreement” shall mean an agreement, if any, by and between the City and 545 Lake providing for a long term tax exemption for the Project in accordance with the Tax Exemption Law.

“Governmental Approvals” shall mean all government permits, licenses, consents and approvals, including the Final Site Plan Approval and any necessary approvals for the development, construction, lease, sale, or occupancy 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.

“Housing Contribution” shall mean a contribution to the City’s Affordable Housing Trust Fund in an amount equal to one half of one percent of the Total Project Costs (as such term is defined in the Tax Exemption Law), and as may hereinafter be otherwise demonstrated by 545 Lake, however, estimated for purposes of this agreement to \$77,228.25 based on estimated project costs of \$15,445,650.00.

“Infrastructure Improvements” shall mean the infrastructure requirements as set forth in the Planning Board Approval, exclusive of the Streetscape Improvements.

“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, provided such Institution has a net worth of not less than \$100,000,000 or assets of at least \$1,000,000,000 and with offices within the State.

“Lake Avenue Building” shall mean the building that will be built on the Property.

“Lake Avenue Property”, “Lake Avenue Site” or “Property” shall mean Block 3105, 4.02.

“Local Building Products” shall mean building products, including but not limited to lumber, sheetrock, plaster, paint, windows, doors, wiring, pipes, conduits and fasteners purchased from a business located within the City.

“Local Labor” shall mean entry-level, apprentice and journey level workers in the appropriate building trades as identified by or on behalf of the City and presented to 545 Lake.

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

“Mortgage” shall mean any instrument held by a Permitted Mortgagee constituting a lien on the Property including, a mortgage, deed of trust or indenture of mortgage and deed of trust, and any modification, amendment, spreader, consolidation or renewal thereof.

“Order” shall mean that certain Declaratory Judgment of the Superior Court of New Jersey Law Division: Monmouth County, Docket No. MON-L-003075-18, issued March 8, 2019 attached hereto as Exhibit “B”.

“Permitted Mortgagee” shall mean an Institution (or an affiliate thereof) which holds a Mortgage, for itself and/or on behalf of other Institutions, on the Property.

“Permitted Successor” means any successor owner of the Property which acquires the Property pursuant to a foreclosure or other court proceeding, or action (including an agreement) in lieu thereof, or pursuant to a Transfer from a Permitted Mortgagee or an Affiliate of a Permitted Mortgagee, and is (a) an Institution, or any Affiliate of an Institution, or (b) an entity which (1) is a reputable developer of residential properties (as determined by the City in its reasonable discretion), (2) has demonstrated the financial capability to complete the Project as determined by the Permitted Mortgagee, and (c) organizes as an urban renewal entity if a Financial Agreement has been approved.

“Planning Board” shall mean the planning board of the City established pursuant to *N.J.S.A. 40:55D-23*.

“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 requirements of Applicable Laws or Project Documents depending on the context of its use in this Redeveloper Agreement.

“Project Documents” shall mean the Redevelopment Plan, Governmental Approvals, the Financial Agreement and this Redeveloper Agreement.

“Sackman” shall mean Sackman Enterprises, Inc.

“State” shall mean the State of New Jersey.

“Streetscape Improvements” shall mean improvements to the street frontage of the Property in accordance with the Streetscape Improvement Standards.

“Streetscape Improvement Standards” shall mean the streetscape design elements and standards adopted by the City Council on January 5, 2005, as the same may be supplemented by design documents prepared by or on behalf of the City.

“Tax Exemption Law” shall mean the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*, as may be amended from time to time.

“Transfer” shall have the meaning set forth in Article VI.

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 is a municipal corporation, duly organized and existing under the laws of the State, that has the legal power, right and authority pursuant to the Act to enter into this Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper Agreement.

(d) This Redeveloper Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a party.

(e) The City represents that to the best of its knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefor, known or believed to exist which questions the validity of the Redevelopment Plan or this Redeveloper Agreement or any action or act taken or to be taken by the City pursuant to the Redevelopment Plan or Redeveloper Agreement.

(f) The uses of the Lake Avenue Site, as contemplated by this Redeveloper Agreement, are authorized by Applicable Laws and the Redevelopment Plan.

2.02. Representations and Warranties of 545 Lake. 545 Lake hereby makes the following representations and warranties:

(a) 545 Lake has the legal capacity to enter into this Redeveloper Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the date of this Redeveloper Agreement.

(b) 545 Lake 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 Redeveloper Agreement and to authorize and direct the persons executing this Redeveloper Agreement to do so for and on 545 Lake's behalf.

(c) To the best of 545 Lake'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 Redeveloper Agreement or any action or act taken or to be taken by 545 Lake pursuant to this Redeveloper Agreement; or (ii) is likely to result in a material adverse change in 545 Lake's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Redeveloper Agreement.

(d) 545 Lake's execution and delivery of this Redeveloper Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder and/or similar agreement of 545 Lake or of any agreement, mortgage, indenture, instrument or judgment, to which 545 Lake is a party.

(e) To the best of 545 Lake's knowledge and belief, after diligent inquiry, all information and statements included in any information submitted by 545 Lake, or at its direction, to the City and its agents, including but not limited to, McManimon, Scotland and Baumann, LLC and Acacia Financial, are true and correct in all respects. 545 Lake

acknowledges that the facts and representations contained in the information, submitted by 545 Lake are a material factor in the decision of the City to enter into this Redeveloper Agreement.

(f) The controlling members of 545 Lake, Carter F. Sackman, Sr. and James F. Hefelfinger, are also controlling members of CCD and are therefore affiliated entities.

(g) 545 Lake agrees that the cost and financing of the Project will be the responsibility of 545 Lake pursuant to the Redevelopment Plan and the Redeveloper Agreement, and the City shall not be responsible for any cost whatsoever in respect to same.

(h) 545 Lake is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project.

(i) All information provided or to be provided to the City by 545 Lake indicating that 545 Lake is financially capable of developing the Project and with respect to its finances is accurate and complete and 545 Lake is not aware of any information that would make the information provided either inaccurate or misleading.

(j) To the best of their knowledge after diligent inquiry, 545 Lake, Sackman and Affiliates of Sackman are not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations due and owing to the City for any property situated in the City.

2.03. Mutual Representations and Warranties.

(a) The City and the 545 Lake agree that this Redeveloper Agreement does not constitute a "Public Works Contract" as defined in P.L. 1975, c. 127 (N.J.S.A. 10:5-31) and the completion of the Project does not constitute a "Public Work" as defined in N.J.S.A. 34:11-56.26 (the "Prevailing Wage Law").

(b) In the event that any contractual provisions that are required by the laws of the State have been omitted, then the City and 545 Lake agree that this Redeveloper Agreement shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Redeveloper 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 request special meetings of the City's Technical Review Committee and/or Planning Board as reasonably requested by 545 Lake to expedite the review and/or approval, as the case may be, of Plans submitted by 545 Lake.

(c) The City covenants to assist in identifying businesses and supply referrals with respect to 545 Lake's obligations as set forth in Section 3.02(k).

3.02. Covenants and Restrictions of 545 Lake.

(a) 545 Lake shall construct the Project on the Property in accordance with the Final Site Plan, the Redevelopment Plan and Applicable Laws.

(b) 545 Lake shall keep the Property free from any substantial accumulation of debris or waste materials, other than accumulation of debris or waste materials in the normal course of constructing the Project, and shall maintain in good condition any landscaping required to be planted on Property pursuant to the Final Site Plan.

(c) 545 Lake 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 or the Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and 545 Lake, 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) 545 Lake shall, in order to effectuate the purposes of this Redeveloper 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 Completion of Construction in accordance with the Final Site Plan, this Redeveloper Agreement, the Redevelopment Plan, and Applicable Laws.

(e) 545 Lake shall, upon Completion of Construction, obtain all Government Approvals required authorizing the occupancy and uses of the Lake Avenue Site for the purposes contemplated hereby.

(f) 545 Lake shall not suspend or discontinue the performance of its obligations under this Redeveloper Agreement for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Lake Avenue Site, subject to an Event of Force Majeure.

(g) 545 Lake shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense.

(h) 545 Lake shall develop, finance, construct, operate and maintain the Project consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Redeveloper Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Redeveloper Agreement.

(i) 545 Lake shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project in keeping with all deadlines as set forth in this Redeveloper Agreement.

(j) 545 Lake shall immediately notify the City of any material change in its financial condition from the information provided to the City by 545 Lake indicating 545 Lake's financial capability to develop, finance, construct, operate, and maintain the Project.

(k) 545 Lake will make commercially reasonable efforts to encourage residents, women, and minority participation in construction and permanent job opportunities as a result of the Project. 545 Lake will disseminate information concerning opportunities to contractors, vendors, and organizations based within the City and the County of Monmouth. 545 Lake will actively seek qualified business enterprises owned by minorities and women and business enterprises located in Asbury Park for professional, retail, marketing, building and ground maintenance, transportation, supply, and food services. 545 Lake will use its commercially reasonable efforts to identify market opportunities and match them with qualified local and minority businesses.

(l) 545 Lake shall indemnify the City as set forth in Section 15.08 hereof.

(m) 545 Lake and Sackman will promptly pay any and all taxes, payments in lieu of tax, service charge, or similar obligations when owed to the City with respect to any property situated in the City.

(n) Redeveloper shall use Local Labor and Local Building Products in accordance with the requirements of this Agreement.

3.03. Effect of Covenants. 545 Lake shall record the Declaration of Restrictions in the office of the Monmouth County Clerk on the Lake Avenue Site on the Effective Date. It is intended and agreed that the covenants and restrictions set forth in Section 3.02 shall be covenants running with the land. 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 Redeveloper 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 and its successors and assigns, and any successor in interest to the Lake Avenue Site, or any part thereof, against 545 Lake, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Lake Avenue 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, after the applicable notice and grace period, to exercise all the rights and remedies as set forth in Article 7 of this Redeveloper Agreement.

3.05. Duration of Covenants. With respect to the Project, the covenants set forth in Section 3.02 shall be deemed satisfied upon termination of this Redeveloper 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 Sections 3.02(c), 3.02(d), 3.02(k), 3.02(l), and 3.02(m) shall survive for so long as there remains a Financial Agreement.

ARTICLE 4. PROJECT DEADLINES

4.01. General Project Scope. It is understood and agreed by and between the parties that 545 Lake has the right to develop the Lake Avenue Site consistent with the Final Site Plan, terms of Applicable Laws, Governmental Approvals, the Redevelopment Plan, and this Redeveloper Agreement.

4.02. Applications for Government Approvals. 545 Lake shall immediately use commercially reasonable efforts to submit (if not already submitted) and diligently prosecute to conclusion, all Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Lake Avenue Site.

4.03. Building Permits. Upon receipt of all Government Approvals (other than Building Permits) necessary for the development of the Project, including the final approval of the Financial Agreement, 545 Lake shall promptly and in a commercially reasonable manner, and in any case, no later than 120 days after receipt of all Governmental Approvals, including the final approval of the Financial Agreement, submit applications for Building Permits necessary for the development of the Project and use commercially reasonable efforts to diligently prosecute the applications to conclusion, subject to an Event of Force Majeure.

4.04. Local Labor and Building Products. Prior to the Commencement of Construction, 545 Lake shall notify the City of an anticipated start date. The City shall

provide to 545 Lake a list of Local Labor and businesses providing Local Building Products. In constructing the Project, 545 Lake agrees that it will use commercially reasonable efforts to ensure that a reasonable percentage of its labor force shall be Local Labor. In addition, 545 Lake agrees that it will use commercially reasonable efforts to ensure that a reasonable percentage of building materials and supplies for the Project shall be Local Building Products. Commercially reasonable efforts shall include, but not be limited to, the following:

1. Using twenty percent (20%) of Local Labor for the Project; provided such Local Labor is available qualified and appropriate for the Project.

2. Using twenty percent (20%) of Local Building Products for the Project to the extent such products are reasonably available from vendors providing commercially reasonable prices.

3. To the extent that such percentages of either Local Labor or Local Building Products are unavailable, 545 Lake agrees that it will use a higher percentage of the remaining Local Labor or Local Building Products, respectively. To the extent that such levels are not achievable, 545 Lake and the City agree to cooperate in order to comply with the terms of this Section 4.04.

4.05. Commencement of Construction. Subject to an Event of Force Majeure, 545 Lake shall commence construction within ten (10) business days from upon the later of the following three events, but in no event later than October 1, 2019: (a) receipt of all Building Permits; (b) payment of City Costs and the Housing Contribution, which shall occur prior to October 1, 2019; and (c) execution of the Financial Agreement.

4.06. Completion of Construction. Within three (3) years of the Commencement of Construction, 545 Lake shall Complete Construction.

4.07. Deadlines: Extensions. Upon the occurrence of an Event of Force Majeure, all deadlines contained herein shall extended for the period of the enforced delay.

4.08. Certificates of Occupancy and Certificates of Completion. (a) Upon Completion of Construction pursuant to Section 4.06, 545 Lake shall apply to the appropriate governmental officer or body for one or more Certificate(s) of Occupancy for the 545 Lake Avenue Building.

(b) Following the issuance of all of permanent Certificates of Occupancy and the satisfaction of the terms and conditions of this Redeveloper Agreement, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that 545 Lake has performed all of its duties and obligations with respect to the Project under this Redeveloper Agreement and has completed construction of the Project in accordance with the requirements of this Redeveloper Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project in this Redeveloper Agreement (except for those covenants which by terms of this Redeveloper

Agreement survive the issuance of a Certificate of Completion) with respect to the obligations of 545 Lake to construct the Project within the dates for completion of same.

Within 30 days after written request by 545 Lake, the City shall provide 545 Lake with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that 545 Lake has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement.

Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist with respect to the 545 Lake Avenue Property at the time the 545 Lake Avenue Property was determined to be in need of redevelopment shall be deemed to no longer exist and the 545 Lake Avenue Property shall no longer be subject to eminent domain as a result of those determinations.

ARTICLE 5. INFRASTRUCTURE IMPROVEMENTS

5.01. Responsibility for Construction of Infrastructure Improvements. (a) 545 Lake is responsible for all Infrastructure Improvements as required in the Planning Board Approval.

(b) The City is not responsible for the costs of any Infrastructure Improvements. Although the City shall not be responsible for any costs associated with Infrastructure Improvements, the City shall, to the extent permitted by law, cooperate with, and execute such documents or agreements as may be required, and assist 545 Lake to the fullest extent practicable in connection with obtaining all consents, permits, approvals and authorizations as may be required for the development and construction of the Infrastructure Improvements.

(c) 545 Lake and the City acknowledge that the Streetscape Improvements will be undertaken in accordance with the Streetscape Improvement Standards.

ARTICLE 6. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

6.01. Prohibition Against Transfers of Interests by 545 Lake. 545 Lake recognizes the importance of the Project to the general welfare of the community and that the identity of 545 Lake and its qualifications are critical to the City in entering into this Redeveloper Agreement particularly in view of the public aids that have been made available for the purpose of making such redevelopment possible. The City recognizes and consents to the following ownership structure of 545 Lake: (i) A majority of the membership interests in 545 Lake shall be owned or controlled jointly or individually by Carter Sackman, James W. Hefelfinger or James F. Hefelfinger, and Carter Sackman and

James W. Hefelfinger shall also be the managing member with all right and authority to control 545 Lake and manage, construct and operate the Project. The City considers that a transfer of the ownership of 545 Lake or of any part thereof or any other act or transaction involving or resulting in a change in the ownership of 545 Lake, is for practical purposes, a transfer or disposition of the Project then owned by 545 Lake. 545 Lake recognizes that it is because of such qualifications and identity that the City is entering into this Redeveloper Agreement with 545 Lake, and, in so doing, the City is relying on the obligations of 545 Lake and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by 545 Lake hereunder. Furthermore, 545 Lake recognizes the importance that the City places on Sackman, Carter Sackman, James W. Hefelfinger and or James F. Hefelfinger, as the controlling member(s) of 545 Lake.

As a result of the above, prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City except as specifically set forth above, 545 Lake agrees for itself and any successor in interest that (i) there shall be no transfer by any owner of any interest in 545 Lake, or by any successor in interest to such owner of any interest in 545 Lake, (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 equity interest in 545 Lake or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of 545 Lake or the relative degrees of their control, by any other method or means, whether by increased capitalization, merger with another corporation, partnership, or limited liability entity or otherwise, except as set forth in Section 6.02. For purposes of this Redeveloper Agreement, the term "owners" is defined to include the interests of the members, partners, or shareholders of 545 Lake and the owners of such members, partners, or shareholders.

6.02. Exemptions from Prohibited Transfers. Notwithstanding the foregoing, and with the consent of the City, which shall not be unreasonably withheld, the following shall not constitute a prohibited transfer, for purposes of Section 6.01:

(a) After Governmental Approvals have been obtained, the assignment by 545 Lake of its rights under this Redeveloper Agreement upon the following conditions: (i) the assignee of 545 Lake must be an entity controlling, controlled by, or under common control of 545 Lake, Carter Sackman, James W. Hefelfinger or James F. Hefelfinger individually; (ii) the assignee of 545 Lake shall assume all of the obligations of 545 Lake hereunder, but 545 Lake shall remain primarily liable for the performance of 545 Lake's obligations, (iii) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City, (iv) such assignment does not violate any of the Government Approvals.

(b) After Government Approvals have been obtained, beneficial interest of 545 Lake may be transferred so long as such transfer: (i) does not result in Sackman or Carter Sackman, James W. Hefelfinger or James F. Hefelfinger individually or jointly no

longer controlling 545 Lake; (ii) when aggregated with all other transfers, does not result in a transfer of 50% or more of the beneficial interests in 545 Lake to individuals or entities other than Sackman, Carter Sackman, James W. Hefelfinger, James F. Hefelfinger or Sackman Affiliates, and (iii) does not violate any of the Government Approvals. As used in Section 6.01 and 6.02, "control" shall mean the power to direct the affairs of an entity, whether by ownership of a majority of the beneficial interest, by contract, or otherwise.

(c) (i) transfers of membership interests of 545 Lake between and among James W. Hefelfinger, James F. Hefelfinger, and Carter Sackman; (ii) Transfers of membership interests of 545 Lake from any Member to his or her respective spouse and/or non-minor child or children; (iii) a transfer that occurs by devise, descent, or by operation of law upon the death of a natural person or a transfer of ownership interests of 545 Lake by the members of a trust, the beneficiary or beneficiaries of which are such member's immediate family members (spouse and/or child or children), established for estate planning purposes; provided however that none of the above transfers shall be or be deemed to be or operate in any way as a full or partial release of 545 Lake or any Member from any of the obligations of 545 Lake in this Agreement.

6.03. Transfer of Redeveloper Agreement. 545 Lake further agrees for itself, 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 or its interest in this Redeveloper Agreement, without the prior written approval of the City, except as provided below and except as set forth in Article 15.02.

6.04 Consent to Permitted Transfers. The City hereby consents, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by 545 Lake to a Permitted Mortgagee for the purpose of obtaining the financing necessary to enable 545 Lake or any part thereof, to perform its obligations under this Redeveloper Agreement with respect to Completion of the Project and any other purpose authorized by this Redeveloper Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by 545 Lake to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project and the parking obligations set forth in Article 8, or (iii) if a permitted mortgagee shall acquire title to any Property pursuant to any such foreclosure or other court proceedings, or action in lieu thereof, any subsequent transfer of such property by such Permitted Mortgagee to a Permitted successor. With respect to any of the Transfers listed in this Section 6.04, 545 Lake 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.

6.05. Prohibition Against Speculative Development. Because of the importance of the Project to the general welfare of the community, 545 Lake represents and agrees

that its acquisition of the 545 Lake Avenue Property and 545 Lake's undertakings pursuant to this Redeveloper Agreement will not be used for speculation in land holding. Notwithstanding anything contained herein to the contrary, 545 Lake may sell, lease, and transfer the Project and interests in the Project in accordance with the terms of this Redeveloper's Agreement and the Tax Exemption Law.

6.06. Information as to Ownership of 545 Lake. In order to assist in the effectuation of the purpose of this Article 6, 545 Lake agrees that during the period between the execution of this Redeveloper Agreement and the completion of the Project as evidenced by the issuance of a Certificate of Completion, 545 Lake shall, at such time or times as the City may 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 545 Lake, setting forth all of the partners, both general and limited, managing members, shareholders, or other owners of equity interests of 545 Lake and the extent of their respective holdings, and in the event any other parties have a beneficial interest in 545 Lake, their names and the extent of such interests.

ARTICLE 7. DEFAULT AND REMEDIES

7.01. 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 545 Lake 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.

7.02. 545 Lake Defaults. Any one or more of the following shall constitute an Event of Default by 545 Lake:

(a) Failure of 545 Lake 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 545 Lake 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 545 Lake 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.

(b) (i) 545 Lake 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 545 Lake and shall not have been dismissed for a period of sixty (60) consecutive days; (iii) 545 Lake (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) 545 Lake has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) 545 Lake shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against 545 Lake, and shall not have been dismissed for a period of sixty (60) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of 545 Lake, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of 545 Lake, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of 545 Lake, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of sixty (60) consecutive days; (ix) 545 Lake shall have suspended the transaction of its usual business.

(c) Failure of 545 Lake to meet the deadlines as set forth in Article 4 as may be reasonably extended pursuant to Section 4.07 of this Redeveloper Agreement and continuance of such failure for a period of thirty (30) days, after receipt by 545 Lake of written notice from the City specifying the nature of such failure and requesting that such failure be remedied.

(d) 545 Lake or its successor in interest shall fail (i) to pay any real estate taxes or assessments on the Lake Avenue Site or any other site or property owned by 545 Lake or Sackman when due and payment remains delinquent for thirty (30) days after notice has been received, (ii) shall place on the Lake Avenue Site any encumbrance or lien unauthorized by this Redeveloper Agreement, or (iii) shall suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and such real estate taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within sixty (60) days after written demand by the City to do so.

(e) There is, in violation of this Redeveloper Agreement, a transfer or assignment as prohibited in Article 6.

7.03. Remedies of City Upon Event of Default by 545 Lake. (a) Whenever any Event of Default by 545 Lake shall have occurred and be continuing, after the applicable notice and cure period, the City may terminate this Redeveloper Agreement and cancel the Financial Agreement, if any, 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 545 Lake under this Redeveloper Agreement.

(b) In addition to, and not in limitation of the remedies available to the City as set forth above, within eighteen (18) months of a conclusive determination as to an Event of Default pursuant to Section 7.02, the City shall have the right to purchase from 545 Lake and 545 Lake shall be required to sell to the City, at the option of the City, the Lake Avenue Site and all of 545 Lake's remaining interest in the Project for a purchase price equal to the fair market value of the Lake Avenue Site, and provided further that the City shall satisfy liens held by a Permitted Mortgagee.

(c) In addition to, and not in limitation of, the remedies available to the City as set forth above, 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 6; or (ii) any action by 545 Lake in breach of covenants as set forth in Section 3.02.

7.04. Remedies of 545 Lake Upon Event of Default by City. Whenever any Event of Default by the City shall have occurred and be continuing, 545 Lake 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 Redeveloper Agreement, provided however, that the City shall not be subject to punitive, consequential or special damages of any kind.

7.05. Restoration of Status. In case the City or 545 Lake, as applicable, shall have proceeded to enforce its rights under this Redeveloper Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City or 545 Lake, as applicable, then and in every such case, 545 Lake and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of 545 Lake and the City shall continue as though no such proceedings had been taken.

7.06. Failure or Delay by Either Party. Except as otherwise expressly provided in this Redeveloper 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.

7.07. Remedies Cumulative. No remedy conferred by any of the provisions of this Redeveloper 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 8.

PARKING

8.01. Parking Requirements. (a) The City and 545 Lake agree with respect to the Project, the Redevelopment Plan, in accordance with the Order, requires developers to provide parking spaces for each residential unit constructed. As set forth in the Final Site Plan Approval, 545 Lake shall provide a total of 88 surface and/or stacked parking spaces on-site to serve the 60 residential units being constructed as part of the Project as well as the residential units at 550 Cookman Avenue, whereas a total of 137 parking spaces is required to satisfy the parking requirements for both properties. The design of the parking for the Project shall utilize an 8.5 by 18 foot parking stall and shall have driveway of not less than 20 feet in width.

(b) Prior to the issuance of a Certificate of Occupancy by the City, 545 Lake shall provide not less than 88 parking spaces on the Property (by combination of surface and stacked parking spaces). Prior to the execution of this Agreement, 545 Lake has made a contribution to the parking fund maintained by the City in the amount of \$147,000.00 for the deficiency between the 137 parking spaces required and the number of parking spaces provided. In the event additional parking spaces are provided on-site, by way of either or a combination of surface, structured, automated and/or stacked parking, 545 Lake shall be entitled to pro rata reimbursement from the City from the funds 545 Lake contributed to the parking funds based upon the number of additional parking spaces provided.

ARTICLE 9. EVENTS OF FORCE MAJEURE - DELAYS

9.01. For the purposes of any of the provisions of this Redeveloper Agreement, no party, as the case may be, nor any successor in interest, shall be considered in breach of, or in default with respect to its obligations hereunder arising from an Event of Force Majeure. In addition, with respect to the construction schedule, to the extent that the City shall fail to act upon complete, compliant and properly submitted Applications for Governmental Approvals in the time frame established by law or regulation, upon notice to the City of such delay, the relevant dates in the construction schedule shall be extended on a day for day basis for each day that such approval is delayed.

ARTICLE 10. WAIVER

10.01. No waiver made by any party with respect to any obligation of any other party under this Redeveloper Agreement shall be considered a waiver of any rights of the party making the waiver beyond those expressly waived in writing and to the extent thereof.

ARTICLE 11.

REGULAR REPORTS, COOPERATION AND COMPLIANCE

11.01. Regular Reports. (a) 545 Lake shall make quarterly reports on the first day of February, May, August and September and at such other times as may reasonably be requested by the City, as to the actual progress of 545 Lake with respect to:

- (i) Commencement of Construction of the Project;
- (ii) Completion of Construction of the Project;
- (iii) opportunities for local residents, women and minorities and use of Local Building Products, all as described in Sections 3.02 and 4.04 hereof; and
- (iv) such other matters as the City shall reasonably request be addressed in such reports.

(b) Beginning four years after Completion of Construction, 545 Lake shall make quarterly reports on the first day of February, May, August and September and at such other times as may reasonably be requested by the City, as to the progress of 545 Lake in converting the residential use of the 545 Lake Avenue Building to for sale condominium use and report with respect to the marketing and sale of all residential units and such other related matters as the City shall reasonably request be addressed in such reports.

11.02. Implementation of Redeveloper 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 Redeveloper Agreement and the Redevelopment Plan and further agree to cooperate as may be reasonably requested by any Permitted Mortgagee of 545 Lake in connection with obtaining financing for the Project; provided, however, that all cost of such action shall be borne by 545 Lake.

11.03. Enforcement of Redeveloper Agreement and the Redevelopment Plan. The parties hereto agree to cooperate with each other, furnish all necessary and reasonable documentation and take all necessary actions to assure compliance with the terms of this Redeveloper Agreement and the Redevelopment Plan.

ARTICLE 12. CITY POWERS

12.01. City Council Acting on behalf of City. The City shall exercise its powers, duties, rights, and responsibilities set forth in this Redeveloper Agreement by resolution unless otherwise provided by law, the Redevelopment Plan, or this Redeveloper Agreement, provided, however, that nothing herein shall prohibit the City from delegating to a Redevelopment Entity other than the City Council any of the powers, duties, rights, and responsibilities that may be exercised by a redevelopment entity under the Act.

ARTICLE 13.
MORTGAGE FINANCING: RIGHTS OF THE MORTGAGEE

13.01. Mortgage Financing. All monies obtained in connection with any construction financing for the Project must be devoted to the construction of improvements within the Lake Avenue Site and improvements related to satisfying the parking requirement set forth in Article 8, 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, 545 Lake may refinance the Project without restriction. If any Permitted Mortgagee requests a revision to the terms of this Redeveloper's Agreement, the City shall reasonably cooperate with 545 Lake in approving any such change, so long as such proposed revision(s), does not materially modify or change the rights of the City as set forth in this Redeveloper's Agreement.

13.02. Completion Of Project By Mortgagee. Notwithstanding any of the provisions of this Redeveloper Agreement, including those which are or are intended to be covenants running with the land, any Permitted Mortgagee holding a Mortgage on the Lake Avenue Site (including any such holder who obtains title to the Lake Avenue Site or any part 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 Lake Avenue Site from or through such holder or (ii) any purchaser at foreclosure sale other than the holder of the Mortgage itself, shall in no way be obligated by the provisions of this Redeveloper Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in this Redeveloper Agreement be construed to so obligate such holder; provided that nothing in this Article or any other Article or provision of this Redeveloper Agreement shall be deemed or construed to permit or authorize any such holder to devote the Lake Avenue 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.

13.03. Notice To Mortgagee. If the City shall deliver any notice or demand to 545 Lake with respect to any Event of Default by 545 Lake of its obligations or covenants under this Redeveloper Agreement, the City shall forward a copy of such notice or demand to each Permitted Mortgagee holding any Mortgage authorized by this Redeveloper Agreement. 545 Lake 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.

13.04. 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 Redeveloper 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 satisfactory to the City, to complete, in the manner provided in this Redeveloper Agreement, the Project on the Lake Avenue 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, unless same 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 to completion.

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 Redeveloper Agreement.

ARTICLE 14 FINANCIAL AGREEMENT

14.01. Tax Exemption and Payment in Lieu of Tax. 545 Lake intends to apply to the City for approval of the Financial Agreement providing for a payment in lieu of taxes (a “**PILOT**”) under the Tax Exemption Law upon the terms and conditions set forth in Exhibit A attached hereto.

Any PILOT granted by the City to 545 Lake shall not be deemed to have been “approved” for purposes of this Article unless and until (i) all applicable times for filing an appeal of the grant has passed without the filing of any appeal, or if an appeal is filed, all such appeals have been resolved fully in favor of 545 Lake and the time for filing any further appeals has expired with the filing of any such further appeals and (ii) the City and 545 Lake shall have entered into the Financial Agreement.

545 Lake agrees to make application to the City for approval of the PILOT and acknowledges that the City retains full discretion under applicable law whether or not to grant the PILOT. In the event that (i) the City does not approve 545 Lake’s application for the PILOT (or, having approved the PILOT, an appeal is filed and is finally resolved against 545 Lake), or (ii) the City fails to enter into the Financial Agreement, 545 Lake shall have the option to terminate this Agreement by providing notice to the City to that effect.

To the extent any provision of the Financial Agreement and this Redeveloper Agreement are inconsistent, both shall be given full force and effect to the greatest extent

reasonably practicable. To the extent an actual conflict arises, the terms of the Financial Agreement shall control.

ARTICLE 15. MISCELLANEOUS

15.01. No Consideration for Agreement. 545 Lake warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Redeveloper Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. 545 Lake 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 Redeveloper Agreement.

15.02. Non-Liability of Officials and Employees of the City and 545 Lake. No member, official or employee of the City shall be personally liable to 545 Lake, 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 545 Lake or its successor, or on any obligation under the terms of this Redeveloper Agreement. 545 Lake, Sackman, and their respective employees, officers, or members shall not be personally liable to City in the event of any default or breach by 545 Lake, or for any amount which may become due to 545 Lake or its successor, or on any obligation under the terms of this Redeveloper Agreement.

15.03. Inspection of Books and Records.

(a) The City shall have the right at all reasonable times to inspect the books and records of 545 Lake pertinent to the purposes of this Redeveloper Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.

(b) 545 Lake shall have the right at all reasonable times to inspect the books and records of the City pertinent to the purposes of this Redeveloper Agreement.

(c) 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.

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

15.05. 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.

15.06. 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.

15.07. Severability. The validity of any Articles and Section, clause or provision of this Redeveloper Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

15.08. Indemnification. 545 Lake, 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 from or in connection with (i) any breach by 545 Lake or its agents, employees or consultants, of 545 Lake's obligations under this Redeveloper Agreement, or (ii) the acts or omissions of 545 Lake or of 545 Lake's agents, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project, provided, however, that no indemnification shall be required pursuant to this Section 15.08 in the event that the indemnification otherwise due pursuant to this Section 15.08 is attributable to the gross negligence of the City.

15.09. Estoppel Certificate. Within fifteen (15) days following written request by 545 Lake, or of any Permitted Mortgagee, purchaser, tenant or other party having an interest in the Project, the City shall issue a signed estoppel certificate either stating that this Redeveloper's Agreement is in full force and effect and that there is no default or breach under this Redeveloper's Agreement (nor any event which, with the passage of time and the giving of notice would result in a default or breach under this Redeveloper's Agreement), or stating the nature of the default or breach or event, if any. In the event the estoppel certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach and/or event may be cured. No more than a reasonable number of estoppel certificates may be requested per year.

15.10. Casualty Loss. If, prior to Completion of Construction, any part of the Project is damaged as a result of fire or other casualty, the obligations of the parties hereto shall remain unaffected; provided, however, that if 545 Lake believes in good faith that an extension of time within which 545 Lake is required to complete construction is necessary due to casualty loss, 545 Lake shall immediately notify the City that the date for Completion of Construction should be adjusted as aforesaid and the City and 545 Lake shall cooperate to reasonably determine to what extent, if any, the scheduled Completion of Construction date shall be extended. 545 Lake hereby agrees to furnish the City with written notification of any such fire and casualty within twenty-four (24) hours of such event.

15.11. Restriction on Political Contributions. 545 Lake is aware of City Ordinance 2757 relating to the regulation of political contributions from redevelopers within the City. Accordingly, during the term of this Agreement, Developer shall refrain from soliciting or making any contribution of money or pledge of a contribution, including in-kind contributions, to a campaign committee of an City of Asbury Park candidate for public office or holder of public office having responsibility for arranging, entering into or approving a redevelopment agreement, including this Agreement, or for appointing those who enter into such agreements on behalf of the City of Asbury Park, or to any municipal political committee, or to any City of Asbury Park or Monmouth County party committee, or to any political action committee (PAC) which regularly engages in the support of municipal elections and/or municipal parties.

15.12. Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

15.13. Notices and Demands. A notice, demand, or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (and receipt acknowledged) to the parties at their respective addresses set forth herein, or at such other address or addresses with respect to the parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this paragraph, with a copy contemporaneously sent via electronic mail to the addresses provided below. Notice shall be effective upon the earlier of receipt or refusal.

If to the City:

City of Asbury Park
Michael N. Capabianco, City Manager
One Municipal Plaza
Asbury Park, New Jersey 07712

with copies to:

Jennifer L. Credidio, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068
Email: jc@msbnj.com
Facsimile Number (973) 622-7333

If to 545 Lake:

545 Lake Avenue Urban Renewal LLC
c/o Sackman Enterprises, Inc.
165 West 73rd Street

New York, New York 10023
Attn: Carter Sackman and James F. Hefelfinger
Email: c.sackman@sackman.com and j.hefelfinger@sackman.com
Facsimile No.: (212) 595-5646

with copies to:

David M. Weiner, Esq.
Wachtel Missry LLP
885 Second Avenue, 47th floor
New York, New York 10017
Email: dweiner@wmllp.com
Facsimile No. (212) 909-9402

[Signatures to this Redevelopment Agreement appear on the following page]

[Signatures to the Redevelopment Agreement between the City of Asbury Park and 545 Lake Avenue Urban Renewal LLC]

IN WITNESS WHEREOF, the parties have executed this Redeveloper Agreement effective as of the latest date of the signatures affixed hereto.

Attest:

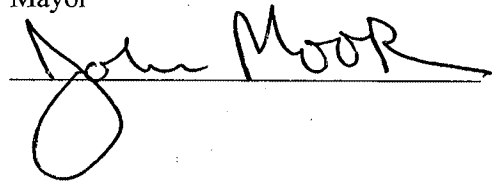

Melody Hartsgrrove
Deputy City Clerk

The City of Asbury Park

By:

12-13-2019
Mayor

Date:



Witness/Attest:

**545 Lake Avenue Urban
Renewal LLC**

By:


Carter Sackman, Manager

Date:

12-16-19

EXHIBIT A
Proposal of Terms for Financial Agreement

- Annual Service Charge equal to greater of statutory minimum or 10% of Lease Payment, as indicated below.
- Administrative fee equal to 2% of Annual Service Charge in each year, as indicated below.
- Application fee equal to 2% of Annual Service Charge estimated in year one, that is, \$1,621.02, as indicated below.

Year	Master Lease Payment	10% Service Charge Payment	Administrative Fee
1	\$810,510.00	\$81,051.00	\$1,621.02
2	\$830,772.75	\$83,077.28	\$1,661.55
3	\$851,542.07	\$85,154.21	\$1,703.08
4	\$872,830.62	\$87,283.06	\$1,745.66
5	\$894,651.39	\$89,465.14	\$1,789.30
6	\$917,017.67	\$91,701.77	\$1,834.04
7	\$939,943.11	\$93,994.31	\$1,879.89
8	\$963,441.69	\$96,344.17	\$1,926.88
9	\$987,527.73	\$98,752.77	\$1,975.06
10	\$1,012,215.93	\$101,221.59	\$2,024.43
11	\$1,037,521.32	\$103,752.13	\$2,075.04
12	\$1,063,459.36	\$106,345.94	\$2,126.92
13	\$1,090,045.84	\$109,004.58	\$2,180.09
14	\$1,117,296.99	\$111,729.70	\$2,234.59
15	\$1,145,229.41	\$114,522.94	\$2,290.46
16	\$1,173,860.15	\$117,386.01	\$2,347.72
17	\$1,203,206.65	\$120,320.67	\$2,406.41
18	\$1,233,286.82	\$123,328.68	\$2,466.57
19	\$1,264,118.99	\$126,411.90	\$2,528.24
20	\$1,295,721.96	\$129,572.20	\$2,591.44
21	\$1,328,115.01	\$132,811.50	\$2,656.23
Total	\$22,032,315.45	\$2,203,231.55	\$44,064.63

- Look Backs
 - Not less than 20% of conventional taxes for years 1-15.
 - Not less than 40% of conventional taxes in years 16 & 17.
 - Not less than 60% of conventional taxes in years 18 & 19.
 - Not less than 80% of conventional taxes in year 20-21.

EXHIBIT B

Order for Declaratory Judgment

216787610v2

Abstract

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FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (hereinafter “**Agreement**” or “**Financial Agreement**”), is made this ____ day of _____, 2018, 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

545 LAKE AVENUE URBAN RENEWAL LLC (the “**Entity**” or “**545 Lake**”, and together with the City, the “**Parties**”), a Limited Liability Company of the State of New Jersey, with principal offices located at 165 West 73rd Street, New York, New York, ATTN: Carter Sackman, Managing Member.

WITNESSETH:

WHEREAS, in 2002, the City formally 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 (the “**Central Business District Plan**” or the “**Redevelopment Plan**”) for the redevelopment of the Central Business District; and

WHEREAS, the Developer, through an affiliated entity known as Cookman Community Development Urban Renewal LLC (“**CCD**”), entered into a Redeveloper Agreement with the City on November 10, 2010 (the “**Cookman RDA**”) which proposed development of the certain properties in the Central Business District then known as Block 117, Lots 4, 5, 6.01 and 7 and 10 (Lots 4, 5, 6.01 and 7 being described in the Cookman RDA as the “**Lake Avenue Properties**”), along with Block 117, Lots 6.02 and 10 being located in the Cookman Avenue Retail Core and known as the “**550 Cookman Avenue Site**”; and

WHEREAS, on June 12, 2017, CCD was granted both final site plan and minor subdivision approval permitting Block 3105 (formerly Block 117), Lot 4 within the Lake Avenue Properties to be subdivided from the 550 Cookman Avenue Site into new Lots 4.01 and 4.02, and to permit the construction of the Lake Avenue Project (hereinafter defined) on the newly subdivided Lot 4.02 (the “**Lake Avenue Property**” or the “**Property**”) as therein described; and

WHEREAS, the Lake Avenue Property situated in the Central Business District has been previously been used as an open parking lot for the 550 Cookman Avenue Site; and

WHEREAS, the Developer, having obtained site plan and subdivision approval for the Lake Avenue Property (the “**Planning Board Approvals**”), intends to move forward with the

development of the Lake Avenue Property which includes: (1) the renovation and improvement of on-site sidewalks and landscaping; (2) the construction and improvement on the 545 Lake Avenue lot to accommodate approximately 60 residential units; and (3) the provision of not less than 88 parking spaces on the Lake Avenue Property, including certain spaces to accommodate the residents of 550 Cookman who are currently using the Lake Avenue Property as surface parking; (4) a contribution to the City's parking fund to reflect the remainder of the parking required on-site; and (5) other on-site and off-site improvements, all in accordance with the Planning Board Approvals (collectively, the "**Project**"); and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the City and the Redeveloper have entered into that certain redevelopment agreement dated [____], 2018 (the "**Redevelopment Agreement**"); and

WHEREAS, the Redeveloper has agreed to implement the Redevelopment Plan and in connection therewith, the Redeveloper agreed to devote substantial funds to the completion of the Project; and

WHEREAS, in order to enhance the economic viability of, and opportunity for, a successful Project, the Parties wish to enter into this Agreement governing payments required to be made to the City in lieu of conventional real estate taxes on the Project pursuant to the Tax Exemption Law; and

WHEREAS, the provisions of the Tax Exemption Law authorize the City to accept, in lieu of real property taxes, an Annual Service Charge (as defined below), to be paid by the Entity to the City; and

WHEREAS, pursuant to *N.J.S.A. 40A:20-8*, the Entity filed an application with the City for approval of a long term tax exemption for the Project (attached hereto as Exhibit 3, the "**Application**"); and

WHEREAS, the City made the following findings:

- A. Relative benefits of the Project:
 - i. Increase in ratables and budgetary income for the City from a series of underperforming properties;
 - ii. Employment of 200+ persons during the construction phase;
 - iii. Creation of 60 new residential units to bring people back to the City's Central Business District; and
 - iv. Not less than 88 surface and/or stacked parking spaces.
- B. Assessment of the importance of the tax exemption in obtaining development of the Project:

- i. Conventional taxation would reduce projected return on investment to a level that is not commensurate with private investment; and

WHEREAS, on _____, 2018, the City Council adopted an Ordinance (attached hereto as Exhibit 2, the “**Ordinance**”) approving the Application, including the Annual Service Charge, and authorizing the execution of this Agreement,

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I.

GENERAL PROVISIONS

Section 1.01 Governing Law

This Financial Agreement shall be governed by the provisions of (a) the Exemption Law, the Redevelopment Law and such other statutes of the State of New Jersey as may be the sources of relevant authority, and (b) the Ordinance. It is expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

Section 1.02 General Definitions

The following terms shall have the meaning assigned to such term in the preambles hereof:

Agreement	Planning Board Approvals
City	Property
Entity	Redeveloper
Financial Agreement	Redevelopment Agreement
Governing Body	Redevelopment Area
Ordinance	Redevelopment Law
Parties	Redevelopment Plan
Project	Tax Exemption Law

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Allowable Net Profit - The amount arrived at by applying the Allowable Profit Rate to the cost of the Project pursuant to the provisions of *N.J.S.A. 40A:20-3(c)*.

Allowable Profit Rate – The allowable profit rate as defined in *N.J.S.A. 40A:20-3(c)*.

Annual Gross Revenue – The annual gross rents, and other income, received by the Entity as defined by *N.J.S.A. 40A:20-3*.

Annual Service Charge – The payment by the Entity pursuant to Article IV herein of such amounts with respect to the Improvements (but not the Land) for the Project, which is in lieu of any taxes on the Improvements (as defined below) pursuant to *N.J.S.A. 40A:20-12* and shall be paid on the Annual Service Charge Payment Dates, prorated according to the number of days remaining in the year in which this Agreement begins and the year in which this Agreement terminates.

Annual Service Charge Payment Dates – means February 1, May 1, August 1 and November 1 of each year commencing on the Annual Service Charge Start Date, and continuing through the Term of this Agreement set forth at Article III hereof.

Annual Service Charge Start Date – shall mean the first day of the month following the date that is the earlier of: (i) the Substantial Completion of the Project; (ii) the issuance of a Certificate of Occupancy for the Project; or (iii) the issuance of a Certificate of Completion for the Project.

Applicable Law - shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements that are, from time to time, applicable to the Project and/or the Project, as the case may be.

Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also include a certification of Total Project Cost and clear computation of Net Profit as provided in *N.J.S.A. 40A:20-3(c)(2)*. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant licensed to practice that profession in the State of New Jersey.

Certificate of Completion - means a certificate or certificates, issued by the City certifying that the Redeveloper has performed its duties and obligations under the Redevelopment Agreement and the Redevelopment Plan with respect to the Project.

Certificate of Occupancy - means a temporary or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code issued by the City authorizing occupancy of a building, in whole or in part, pursuant to *N.J.S.A. 52:27D-133*.

Change in Law - means the enactment, promulgation, modification or repeal of Applicable Law, including without limitation, the Tax Exemption Law, the Redevelopment Law or other similar statute with respect to the matters addressed by the terms of this Agreement and/or the transactions contemplated hereby.

Chief Financial Officer - means the chief financial officer of the City.

City Manager – means the City Manager of the City of Asbury Park.

Completion, Complete or Completed - means with respect to the Project that all work related to the Project in its entirety or any other work or actions to which such term is applied has been Substantially Completed, acquired and/or installed in accordance with the Redevelopment Agreement and in compliance with Applicable Law so that (i) the Project in its entirety may, in all respects, be used and operated under the applicable provisions of the Redevelopment Agreement, or (ii) with respect to any other work or action to which such term is applied, that the intended purpose of such work or action has been completed.

County – means the County of Monmouth.

County Share – means five percent (5%) of the Annual Service Charge received by the City, which shall be payable to the County in accordance with the provisions of *N.J.S.A. 40A:20-12*.

Default - means a breach or failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or any material obligation imposed upon the Entity under Applicable Law, beyond any applicable notice, grace or cure periods.

Disclosure Statement – as defined in Section 7.02(C) hereof.

Exhibit(s) - means any exhibit attached hereto which shall be deemed to be a part of this Agreement, as if set forth in full in the text hereof.

Financial Plan – As defined in Section 2.06 hereof.

Improvements - Any building, structure or fixture permanently affixed to the Property as part of the Project, which, as of the date of this Agreement, would be fixed as real property under *N.J.S.A. 54:4-1*.

In Rem Tax Foreclosure – means a summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale. Said foreclosure is governed by *N.J.S.A. 54:5-1 et seq.*

Land Taxes – mean the amount of taxes assessed on the value of the Property on which the Project is located.

Land Tax Payments – mean payments made on the quarterly due dates for Land Taxes as determined by the Tax Assessor and the Tax Collector.

Material Conditions – as defined in Section 4.04.

Minimum Annual Service Charge – means an amount not less than conventional taxes due and owing in last year that the Property was subject to conventional taxation. The Minimum Annual Service Charge is: [_____]. [To be provided by the tax assessor.]

Net Profit – means the Gross Revenue of the Entity pertaining to the Project, less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of *N.J.S.A. 40A:20-3(c)*.

Project Completion Date(s) - means the dates by which the Project shall be Completed, as set forth on Exhibit 5 hereto.

State – means the State of New Jersey.

Substantial Completion – means the date the work related to the Project or a portion thereof is sufficiently complete in accordance with the Redevelopment Plan and the Redevelopment Agreement to permit occupancy or utilization for its intended use. The issuance of a temporary Certificate of Occupancy shall be conclusive proof that the Project has reached Substantial Completion.

Tax Assessor - means the City tax assessor.

Tax Collector - means the City tax collector.

Tax Sale Law - means *N.J.S.A. 54:5-1 et seq.*, as the same may be amended or supplemented from time to time.

Termination – means the expiration of the term of this Agreement or any action or omission, including Default, which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

Total Project Cost – includes the costs of: i) the acquisition of the Property; ii) architect, engineering, surveying and attorneys fees payable in connection with the planning, construction and financing of the Project; iii) actual construction costs, including only the cost of labor and materials in the construction of the buildings and structures, as certified by a qualified architect or engineer; and iv) site preparation expenses and insurance, interest, financing costs, real property taxes and other like expenses incurred prior to the date of Completion of the Improvements.

Transferee Agreement – as defined in Section 8.01(A) hereof.

Section 1.03 Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Financial Agreement, refer to this Financial Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Financial Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Financial Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Financial Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any person or party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

(g) This Agreement shall become effective upon its execution and delivery by the parties hereto.

(h) All exhibits referred to in this Agreement and attached hereto are incorporated herein and made part hereof.

ARTICLE II.

APPROVAL

Section 2.01 Approval of Tax Exemption. Pursuant to the Ordinance, the Project to be constructed and maintained by the Entity on the Property shall be exempt from taxation as provided for herein and in the Tax Exemption Law. In accordance with *N.J.S.A. 40A:20-12*, the tax exemption shall constitute a single continuing exemption from local property taxation for the duration of this Agreement.

Section 2.02 Approval of Entity. The Entity represents that its Certificate of Formation as attached hereto as Exhibit 4 contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the Department of Community Affairs, and has been filed with, as appropriate, the Department of Treasury, all in accordance with *N.J.S.A. 40A:20-5*.

Section 2.03 Improvements to be Constructed. The Entity represents that it will construct the Project in accordance with the Redevelopment Plan, the Redevelopment Agreement and Applicable Law, the use of which Project is more specifically described in the Application.

Section 2.04 Construction Schedule. The Entity agrees to make commercially reasonable efforts to commence construction and complete the Project in accordance with the Estimated Construction Schedule attached hereto as Exhibit 5.

Section 2.05 Ownership, Management and Control. The Entity represents that it is the owner of the Property upon which the Project is to be constructed and which is the subject of this Agreement. It will lease the Project in its entirety to an operating entity (the “**Project Lease**”) in return for the lease payments set forth at Schedule A hereto.

Section 2.06 Financial Plan. The Entity represents that the Improvements shall be financed substantially in accordance with the Financial Plan attached hereto as Exhibit 6 (the “**Financial Plan**”). The Financial Plan sets forth estimated Total Project Cost, amortization rate on Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization. The Entity further represents that its good faith projections of the initial rents or lease terms (as applicable) are set forth in Exhibit 6 attached hereto.

ARTICLE III.

DURATION OF AGREEMENT

It is understood and agreed by the parties that this Agreement, including the obligation to pay the Annual Service Charge required under Article IV hereof and the tax exemption granted and referred to in Section 2.01 hereof, shall remain in effect for the earlier of: (i) twenty-five (25) years from the date of execution of this Agreement; or (ii) twenty-one (21) years from the issuance of the initial Certificate of Occupancy for the Project. The tax exemption shall continue in force only while the Project is owned by a corporation, association or other entity formed and operating under the Tax Exemption Law. At the expiration of the term hereof or upon Termination, the tax exemption for the Project shall expire and the Improvements shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the City. After expiration of the term hereof, all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the City's acceptance of its final accounting, pursuant to *N.J.S.A. 40A:20-13*.

ARTICLE IV.

ANNUAL SERVICE CHARGE

Section 4.01 Consent of Redeveloper to Annual Service Charge. The Entity hereby consents and agrees to the amount of Annual Service Charge and to the liens established in this Agreement, and the Redeveloper shall not contest the validity or amount of any such lien. Notwithstanding anything herein to the contrary, the Entity's obligation to pay the Annual Service Charge shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim under any circumstances, including without limitation any loss of status of Entity as an “urban renewal entity” qualified under and as defined in the Tax Exemption Law, or any violation by the City of any provisions of this Financial Agreement, termination of the Redevelopment Agreement or failure of the Redeveloper to complete the Project. The Entity's remedies shall be limited to those specifically set forth herein and otherwise provided by law.

Section 4.02 Quarterly Installments. After the Annual Service Charge Start Date, the Entity agrees that payment of the Annual Service Charge shall be paid to the City on a quarterly basis on February 1, May 1, August 1, and November 1. In the event that Entity fails to timely pay any installment, the amount past due shall bear the rate of interest permitted under applicable State law and then being assessed by the City against other delinquent taxpayers in the case of unpaid taxes or tax liens until paid.

Section 4.03 Annual Service Charge. (a) Commencing on the Annual Service Charge Start Date, the Entity shall pay the Annual Service Charge to the City or its designee in accordance with the schedule set forth in Section 4.02.

(b) Upon the Annual Service Charge Start Date, the Annual Service Charge will be the greater of: (i) the Minimum Annual Service Charge; (ii) twenty percent of the conventional taxes otherwise due on the Land and the Improvements; or (iii) ten percent (10%) of Annual Gross Revenue.

(c) Beginning in the sixteenth (16th) year following the Annual Service Charge Start Date the Annual Service Charge for the Project will be the greater of: (i) the Minimum Annual Service Charge; (ii) forty percent of conventional taxes otherwise due on the Land and the Improvements; or (iii) ten percent (10%) of Annual Gross Revenue.

(d) Beginning in the eighteenth (18th) year following the Annual Service Charge Start Date the Annual Service Charge for the Project will be the greater of: (i) the Minimum Annual Service Charge; (ii) sixty percent of conventional taxes otherwise due on the Land and the Improvements; or (iii) ten percent (10%) of Annual Gross Revenue.

(e) Beginning in the twentieth (20th) year following the Annual Service Charge Start Date, the Annual Service Charge for the Project will be the greater of: (i) the Minimum Annual Service Charge; (ii) eighty percent of conventional taxes otherwise due on the Land and the Improvements; or (iii) ten percent (10%) of Annual Gross Revenue.

(f) In accordance with N.J.S.A. 54:3-21(b), no tax appeal shall be cognizable during the term of this Agreement.

Section 4.04 Material Conditions. It is expressly agreed and understood that all payments of Land Taxes, Annual Service Charges and any interest payments, penalties or costs of collection due thereon, are material conditions of this Financial Agreement. If any other term, covenant or condition of this Financial Agreement or the Application, as to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Financial Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Financial Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

Section 4.05 No Reduction in Payment of the Annual Service Charge. Neither the amounts nor dates established for payment of the Annual Service Charge, as provided in Sections 4.02 and 4.03 hereof shall be reduced, amended or otherwise modified during the Term of this Agreement except as set forth herein.

Section 4.06 Security for Payment of Annual Service Charges. In order to secure the full and timely payment of the Annual Service Charges, the City reserves the right to prosecute an In Rem Tax Foreclosure action against the Property as more fully set forth in this Agreement.

Section 4.07 Land Taxes. Land Taxes shall be separately assessed for the Property. The Parties hereby acknowledge that the calculation of the Annual Service Charge payable by the Entity hereunder includes a credit for the amount, without interest, of the real estate taxes on land paid by it in the last four preceding quarterly installments, as described at *N.J.S.A. 40A:20-12(b)*.

Section 4.08 County Share Paid to the County. In accordance with the provisions of *N.J.S.A. 40A:20-12*, the City shall remit the County Share to the County.

Section 4.09 Project Lease. (a) The rent due under the Project Lease shall be no less than the amounts set forth at Schedule A hereto. The Entity shall not agree to any set-offs or credits that would reduce the rent due under the Project Lease to less than said amount.

(b) The rent due under the Project Lease shall commence on the Annual Service Charge Start Date.

(c) The Entity shall not amend or modify the Project Lease in a manner that reduces the Entity's payments of the Annual Service Charge as contemplated by this Agreement.

(d) If there is any default under the Project Lease, including a default in the payment of rent which as a result reduces the amounts paid by the Entity in Annual Service Charge, such default shall constitute a default of the Entity under this Agreement.

ARTICLE V.

REMEDIES FOR NON-PAYMENT

Section 5.01 Remedies. The City's customary tax payment enforcement proceedings will apply to the collection of any delinquent payment of the Annual Service Charge. In the event of a Default on the part of the Entity to pay any installment of the Annual Service Charge required by Article IV above, and the continuance of such Default after expiration of any notice, grace or cure periods under Applicable Law, the City in addition to its other remedies, reserves the right to proceed against the Entity's land and premises, in the manner provided by Applicable Law, including the Tax Sale Law, and any act supplementary or amendatory thereof, provided that it is understood and agreed that the City shall look solely to the estate and property of the Entity in the Project (including the rental income and insurance proceeds therefrom) for the satisfaction of the City's remedies for the collection of a judgment or other judicial process requiring the payment of money by the Entity in the event of any default or breach by the Entity with respect to any of the terms, covenants and conditions of this Agreement to be observed or performed by the Entity, and any other obligation of the Entity created by, under or as a result of this Agreement, and no other property or assets of the Entity, or of their partners, beneficiaries, shareholders, officers, directors, members, managers, tenants, principals, agents or attorneys (as the case may be) (in any of their capacities) shall be subject to service, levy, execution or other enforcement procedures for the satisfaction of the City's remedies. In no event shall the City name Entity's partners, members, shareholder's, officers, directors, managers, beneficiaries, tenants, shareholders, principals, agents or attorneys (in any of their capacities) to any suit or other proceeding to which the City and/or Entity are a party arising out of or relating to this Agreement.

(a) The City shall pursue the collection of delinquent payments of Annual Service Charge with the same diligence it employs in the collection of the City's general *ad valorem* real estate taxes, including the commencement of an In Rem Tax Foreclosure. The Parties understand and agree that the City's ordinary discretion in this regard allows it to decide not to expend resources to collect *de minimis* outstanding amounts.

(b) Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on land.

ARTICLE VI.

CERTIFICATE OF OCCUPANCY

Section 6.01 Certificate of Occupancy. It is understood and agreed that it shall be the obligation of the Entity to obtain and the City to issue all Certificates of Occupancy in a reasonably timely manner.

Section 6.02 Filing of Certificate of Occupancy. The Entity shall file or cause to be filed with both the Tax Assessor and the Tax Collector a copy of the Certificate of Occupancy promptly upon receipt thereof by the Entity.

(a) Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action by the City, including, if appropriate, retroactive billing with interest for any charges determined to be due in the absence of such filing by the Entity.

ARTICLE VII.

ANNUAL AUDITS

Section 7.01 Accounting System. The Entity agrees to calculate its "Net Profit" pursuant to *N.J.S.A. 40A:20-3(c)*.

Section 7.02 Section 7.02 Periodic Reports.

(a) Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that this Agreement shall continue in effect, the Entity shall submit to the City Manager, the City Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised its Auditor's Report for the preceding fiscal or calendar year. The Report shall clearly identify and calculate the Net Profit for the Entity, in accordance with *N.J.S.A. 40A:20-15*: i) during the previous year; and ii) on a cumulative basis from the inception of the Agreement through the conclusion of the previous year. The Entity assumes all costs associated with preparation of the periodic reports. All such periodic reports shall remain confidential except as otherwise required by law.

(b) Total Project Cost Audit: Within ninety (90) days after the Substantial Completion of the Project, the Entity shall submit to the City Manager, the City Council, the Tax

Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, certified as to actual construction costs by the Entity's architect utilizing the form attached hereto as Exhibit 7.

(c) Disclosure Statement: On each anniversary date of the execution of this Agreement, if there has been a change in ownership or interest in the Project from the prior year's filing, the Entity shall submit to the City Manager, the City Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project (each a "Disclosure Statement"), and the extent of the ownership interest of each and such additional information as the City may request from time to time.

(d) Penalty for Late Filing: For any report not filed timely in accordance with this Section, the City shall impose a penalty for late filing of \$100 for each business day that the report is delinquent.

Section 7.03 Inspection. The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, by representatives duly authorized by the City, and the New Jersey Division of Local Government Services in the Department of Community Affairs pursuant to *N.J.S.A. 40A:20-9(e)*. Such inspection shall be made upon reasonable prior written notice during the Entity's regular business hours, in the presence of an officer or agent designated by the Entity. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project.

Section 7.04 Limitation on Profits and Reserves. During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of *N.J.S.A. 40A:20-15*. This calculation shall be completed in accordance with *N.J.S.A. 40A:20-3(c)*. Pursuant to *N.J.S.A. 40A:20-15*, the net profit shall be calculated for the period, taken as one accounting period, commencing on the date on which the Project is completed, and terminating at the end of the last full fiscal year.

(a) Pursuant to *N.J.S.A. 40A:20-15*, the Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to 5% of the Gross Revenues of the Entity for the last full fiscal year preceding the year and may retain such part of the excess Net Profits as is necessary to eliminate a deficiency in that reserve. The reserve is to be noncumulative.

Section 7.05 Payment of Dividend and Excess Profit Charge. In the event the Net Profits of the Entity during the Term of this Agreement shall exceed the Allowable Net Profits for such period, then the Entity, within ninety (90) days after the termination of this Agreement shall pay such excess Net Profits to the City as an additional service charge. The calculation of Net Profit and Allowable Net Profit shall be made in the manner required pursuant to *N.J.S.A. 40A:20-3(c)* and *40A:20-15*.

ARTICLE VIII.

ASSIGNMENT AND/OR ASSUMPTION

Section 8.01 Approval of Sale of Project to an Entity Formed and Eligible to Operate Under Law.

(a) As permitted by *N.J.S.A. 40A:20-10(c)*, upon written application by the Entity after completion of the Project, the City will consent to a sale to another urban renewal entity purchasing all or a portion of the Project in fee simple and the transfer of the tax exemption in this Agreement for the Project, or portion thereof (reflected in a new financial agreement incorporating all the terms of this Agreement for the period remaining on the tax exemption for the Project or portion thereof (the “**Transferee Agreement**”)), provided: (a) the transferee is a Permitted Successor (as such term is defined in the Redeveloper Agreement), and (b) (1) the transferee entity is formed and eligible to operate under the Tax Exemption Law; (2) the Entity is not then in Default of this Agreement or the Tax Exemption Law; (3) the Entity’s obligations under this Agreement as to the Project or portion thereof being transferred are fully assumed by the transferee entity in the Transferee Agreement; (4) the transferee entity agrees to all terms and conditions of this Agreement in the Transferee Agreement; and (5) the principal owners of the transferee entity possess substantially equal or greater business reputation, financial qualifications and credit worthiness as the Entity and are otherwise reputable. The City shall, in good faith, in a prompt and timely manner reasonably cooperate with the Entity and the transferee entity and use its best efforts to review the written application of the Entity, review and approve the application for approval of the transferee entity pursuant to *N.J.S.A. 40A:20-8*, and negotiate and approve the Transferee Agreement. The then applicable Annual Service Charge for the Project or portion thereof will be paid by the transferee entity pursuant to the Transferee Agreement. In the event that the transfer contemplated in this Section 8.01(A) is for less than the whole of the Project, the Annual Service Charge to be paid each by the Entity and the transferee entity after the transfer shall be pro-rated based on the relative assessed value of the portion of the Project being transferred compared to the portion of the Project remaining with the Entity.

(b) The City may levy an administrative fee of two percent (2%) of the Annual Service Charge for the processing of a request to transfer as set forth above, if the proposed transferee entity is not affiliated with the Entity. No administrative fee shall be charged for the processing requests to transfer to affiliates of the Entity.

Section 8.02 Severability. It is an express condition of the granting of this tax exemption that during its duration, the Entity shall not, without the prior consent of the City Council by Ordinance, convey, mortgage or transfer, all or part of the Project so as to sever, disconnect, or divide the Improvements from the Property which is basic to, embraced in, or underlying the exempted Improvements.

Section 8.03 Subordination of Fee Title. It is expressly understood and agreed that the Entity has the right, subordinate to the lien of the Annual Service Charge, to encumber and/or assign the fee title to the Property and/or the Project for purposes of (i) financing and/or refinancing the design, development and construction of, and/or capital improvements and/or repairs to, the

Project and (ii) permanent mortgage financing or other secured financing, and such encumbrance, lease or assignment shall not be deemed to be a violation of this Agreement.

Section 8.04 Deed Restriction. Upon execution of this Agreement, the Entity shall file a deed restriction on the Property in the form set forth as Exhibit 8 with the County Clerk reflecting that any transfer of the Property (except for a transfer permitted under this Article VIII) shall be void *ab initio*.

ARTICLE IX.

WAIVER

Section 9.01 Waiver. Except as may be specifically provided in this Agreement to the contrary, nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the City or the Entity of any rights and remedies provided by Applicable Law. Nothing herein shall be deemed to limit any right of recovery that the City or the Entity has under law, in equity, or under any provision of this Agreement.

ARTICLE X.

NOTICE

Section 10.01 Notice. Formal notices, demands and communications between the City and Entity shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

- (a) Copies of all notices, demands and communications shall be sent as follows:

If to the City: **CITY OF ASBURY PARK**
Michael Capabianco, City Manager
One Municipal Plaza
Asbury Park, New Jersey 07712

with copies to: John Cantalupo, Esq.
Archer Law
10 Highway 35
Red Bank, New Jersey 07701
Facsimile Number (732) 345-8420

If to the Entity 545 Lake Avenue Urban Renewal LLC
c/o Sackman Enterprises, Inc.
165 West 73rd Street
New York, New York 10023

ATTN: Carter Sackman, Managing Member.
 Facsimile: (212)873-3012
 Email: c.sackman@sackman.com and
jwh@sackman.com

with copies to: David M. Weiner, Esq.
 Wachtel Missry LLP
 885 Second Avenue, 47th floor
 New York, New York 10017
 Facsimile No. (212) 909-9402
 Email: dweiner@wmllp.com

ARTICLE XI.

COMPLIANCE

Section 11.01 Statutes and Ordinances. The Entity hereby agrees at all times prior to the expiration or other Termination of this Financial Agreement to remain bound by the provisions of Applicable Law, including, but not limited to the Tax Exemption Law. The Entity's material failure to comply with such statutes or ordinances shall constitute a violation and breach of the Financial Agreement, subject to the provisions of Section 14.02 hereof.

ARTICLE XII.

CONSTRUCTION

Section 12.01 Construction. This Financial Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid or any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

ARTICLE XIII.

INDEMNIFICATION

Section 13.01 Indemnification. It is understood and agreed that in the event the City shall be named as party defendant in any action brought against the City or Entity by allegation of any breach, Default or a violation by the Entity of any of the provisions of this Agreement and/or the provisions of Applicable Law, the Entity shall indemnify and hold the City harmless from and against all liability, losses, damages, demands, costs, claims, actions or reasonable expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of the Entity and/or by reason of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of Applicable Law, including without limitation, *N.J.S.A. 40A:20-1 et seq.*, except for any gross misconduct or willful act of the City or any of its officers, officials, employees or agents, and the Entity shall defend the suit at its own expense and shall select counsel to defend the suit. However, the City maintains the

right to intervene as a party thereto, to which intervention the Entity hereby consents, the expense thereof to be borne by the Entity. To the extent practical and ethically permissible, the Entity's attorneys shall jointly defend and represent the interest of the City, and the Entity as to all claims indemnified in connection with this Agreement.

ARTICLE XIV.

DEFAULT

Section 14.01 Default. Default shall be failure of the Entity to materially conform to the terms of this Agreement and failure of the Entity to perform any material obligation imposed upon the Entity by Applicable Law beyond any applicable notice, cure or grace period.

Section 14.02 Cure Upon Default. Should the Entity be in Default of any obligation under this Agreement, the City shall notify the Entity and any mortgagee of the Entity in writing of said Default. Said notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the Entity shall have thirty (30) days to cure any Default (other than a Default in payment of any installment of the Annual Service Charge, which default must be cured within ten (10) days). To the extent that the Entity is proceeding diligently and in good faith to cure a non-payment Default, the cure period shall be extended for ninety (90) days, or such other longer reasonable period as the City may determine in its sole discretion.

Section 14.03 Remedies Upon Default Cumulative; No Waiver. In the event of any uncured Default, the City shall have the right to proceed against the Property pursuant to applicable provisions of the law, including, with respect to a Default in payment of any installment of the Annual Service Charge, the right to proceed to In Rem Tax Foreclosure consistent with the Tax Sale Law and the Tax Exemption Law. No Default hereunder by the Entity shall terminate the long term tax exemption (except as described herein) and its obligation to make Annual Service Charges, which shall continue in effect for the duration set forth in Article III hereof and subject to Section 14.04 hereinafter.

(a) Subject to the provisions of Article V hereof and the other terms and conditions of this Agreement, all of the remedies provided in this Agreement to the City, and all rights and remedies granted by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of Entity's failure to pay Land Taxes, the Annual Service Charge and/or any applicable water and sewer charges and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Land Taxes, Annual Service Charges or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Land Taxes, Annual Service Charges or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

(b) In the event of a Default under of this Agreement by any of the Parties or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, other than a dispute as to payment of the Annual Service Charge, then the Parties shall submit the dispute to the American Arbitration Association in the State of New Jersey to be determined in

accordance with its rules and regulations in such a fashion to accomplish the purpose of said laws. Each Party shall bear its own costs for said arbitration.

Section 14.04 Termination Upon Default of the Entity. Subject to the provisions of Section 4.02, in the event the Entity fails to cure or remedy the Default within the time period provided in Section 14.02, the City may terminate this Agreement upon thirty (30) days, prior written notice to the Entity.

Section 14.05 Final Accounting. Within ninety (90) days after the date of Termination, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of *N.J.S.A. 40A:20-13* and 15 as well as any excess Net Profits. For purposes of rendering a final accounting the Termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 14.06 Conventional Taxes. Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the Property and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

ARTICLE XV.

MISCELLANEOUS

Section 15.01 Conflict. The parties agree that in the event of a conflict between the Application and this Agreement, the language in this Agreement shall govern and prevail.

Section 15.02 Oral Representations. There have been no oral representations made by either of the parties hereto which are not contained in this Agreement.

Section 15.03 Entire Document. All conditions in the Ordinance are incorporated in this Agreement and made a part hereof. This Financial Agreement, the Ordinance and the Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties hereto and delivered to each of them.

Section 15.04 Good Faith. In their dealings with each other, the Parties agree that they shall act in good faith.

Section 15.05 Recording. Upon the execution and delivery of this Agreement, the entire Agreement, including the Ordinance, shall be filed and recorded with the office of the Monmouth County Clerk by the Entity, at the Entity's expense, such that this Agreement and the Ordinance shall be reflected upon the land records of the County as a municipal lien upon and a covenant running with the Property, including the Improvements related thereto.

Section 15.06 Municipal Services. Pursuant to *N.J.S.A. 40:67-23.1 et seq.*, the Entity and/or its successors (including without limitation any owner's or similar association) will be responsible to provide and/or pay for the following services:

(a) Water & Sewer. The Entity shall make payments for water and sewer charges and any services that create a lien on a parity with or superior to the lien for the Land Taxes and Annual Service Charge, as required by law.

(b) Nothing herein is intended to release Entity from its obligation to provide and pay for the services described herein. The City will not be responsible to provide or pay for any of the foregoing services.

Section 15.07 Financing Matters. The financial information required by the final paragraph of *N.J.S.A. 40A:20-9* is set forth in the Application.

Section 15.08 Counterparts. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.09 Amendments. This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

Section 15.10 Certification. The City Clerk shall certify to the Tax Assessor, pursuant to *N.J.S.A. 40A:20-12*, that a financial agreement with an urban renewal entity, i.e., the Entity, for the development of the Property, has been entered into and is in effect as required by *N.J.S.A. 40A:20-1 et seq.* Delivery by the City Clerk to the Tax Assessor of a certified copy of the Ordinance adopted by the Governing Body approving the tax exemption described herein and this Financial Agreement shall constitute the required certification. Upon certification as required hereunder and upon the Annual Service Charge Start Date, the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the City Clerk until the expiration of the entitlement to exemption by the terms of this Financial Agreement or until the Tax Assessor has been duly notified by the clerk that the exemption has been terminated.

(a) Further, within ten (10) days of the execution of this Financial Agreement, the City Clerk shall provide a copy of the Financial Agreement and the Ordinance authorizing the same to the Monmouth County Counsel and the Monmouth County Chief Financial Officer for informational purposes in accordance with P.L. 2015, c. 247, Section 1, as codified in *N.J.S.A. 40A:20-12*.

Section 15.11 Application and Annual Administrative Fee. The City and Entity agree that the Entity shall pay to the City (i) a fee of two percent (2%) of the Annual Service Charge due in year one as a fee for processing the Application and (ii) an annual administrative fee equal to two percent (2%) of the Annual Service Charge due in the year in which the administrative fee is paid commencing on the Annual Service Charge Start Date and on each anniversary thereof during the Term.

ARTICLE XVI.

EXHIBITS AND SCHEDULES

The following Exhibits and Schedules are attached hereto and incorporated herein as if set forth at length herein:

Schedule A: Lease Payments

Exhibits:

1. Metes and Bounds Description of the Property;
2. Ordinance of the City Authorizing the Execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of Formation for the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the Undertaking of the Project;
7. Certification of Estimated Construction Costs; and
8. Deed Restriction on Transfer.

IN WITNESS WHEREOF, the Parties have caused this Financial Agreement to be executed as of the day and year first above written.

Attest:

The City of Asbury Park



Cindy Dye, City Clerk
Melody Hartsgrove
Deputy City Clerk

By:

John Moor, Mayor

Date:

12-11-2019

Witness/Attest:

545 Lake Avenue Urban Renewal LLC

By:

Carter Sackman, Manager

Date:

12-16-19

Attachment: 545 Lake signed redeveloper agreement and financial agreement(225493154.1) (2023-528 : Resolution Authorizing The City Of

SCHEDULE A

Year	Master Lease Payment	10% Service Charge Payment	Administrative Fee
1	\$810,510.00	\$81,051.00	\$1,621.02
2	\$830,772.75	\$83,077.28	\$1,661.55
3	\$851,542.07	\$85,154.21	\$1,703.08
4	\$872,830.62	\$87,283.06	\$1,745.66
5	\$894,651.39	\$89,465.14	\$1,789.30
6	\$917,017.67	\$91,701.77	\$1,834.04
7	\$939,943.11	\$93,994.31	\$1,879.89
8	\$963,441.69	\$96,344.17	\$1,926.88
9	\$987,527.73	\$98,752.77	\$1,975.06
10	\$1,012,215.93	\$101,221.59	\$2,024.43
11	\$1,037,521.32	\$103,752.13	\$2,075.04
12	\$1,063,459.36	\$106,345.94	\$2,126.92
13	\$1,090,045.84	\$109,004.58	\$2,180.09
14	\$1,117,296.99	\$111,729.70	\$2,234.59
15	\$1,145,229.41	\$114,522.94	\$2,290.46
16	\$1,173,860.15	\$117,386.01	\$2,347.72
17	\$1,203,206.65	\$120,320.67	\$2,406.41
18	\$1,233,286.82	\$123,328.68	\$2,466.57
19	\$1,264,118.99	\$126,411.90	\$2,528.24
20	\$1,295,721.96	\$129,572.20	\$2,591.44
21	\$1,328,115.01	\$132,811.50	\$2,656.23
Total	\$22,032,315.45	\$2,203,231.55	\$44,064.63

EXHIBIT 1

Metes and Bounds Description of the Property

EXHIBIT 2

Ordinance Authorizing the Execution of this Agreement

Attachment: 545 Lake signed redeveloper agreement and financial agreement(225493154.1) (2023-528 : Resolution Authorizing The City Of

EXHIBIT 3

Application with Exhibits

Attachment: 545 Lake signed redeveloper agreement and financial agreement(225493154.1) (2023-528 : Resolution Authorizing The City Of

EXHIBIT 4

Certificate of Formation of the Entity

EXHIBIT 5

Estimated Construction Schedule

EXHIBIT 6

The Financial Plan for the Undertaking of the Project

EXHIBIT 7

Certification of Estimated Construction Costs
(to be provided by Project Architect or Engineer)

TOTAL PROJECT COST - *N.J.S.A. 40A:20-3h*

A.	Property	\$4,000,000.00
B.	Architects, engineers and attorney's fees paid or payable in connection with the planning, construction and financing of the project	\$310,000.00
C.	Surveying and testing	\$65,000.00
D.	Construction cost (to be certified by the architect or engineer)	\$10,766,000.00
E.	Insurance, interest and finance costs during construction	\$835,000.00
F.	Cost of obtaining initial permanent financing	\$230,000.00
G.	Commissions and other expenses payable in connection with initial leasing/sale	\$112,000.00
H.	Real estate taxes and assessments during the construction period	\$90,000.00
I.	Developer's overhead based on a percentage of (d) above, to be computed in accordance with percentage given in law (<u>N.J.S.A. 40A:20-3h</u>) (for projects over \$10,000,000 - 5%)	\$837,650.00
Total		\$17,245,650.00

The undersigned hereby certifies that the foregoing is the projected total project cost in regard to the Project referenced in this Financial Agreement.

By: _____

EXHIBIT 8

Deed Restriction on Transfer

217098134v1

Ex 8 - 1



**Asbury Park, New Jersey
ORDINANCE NO. 2023-38**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING SECTION 8-11, ENTITLED “RATES; DISPLAY OF RATES
REQUIRED,” OF CHAPTER 8, “TAXICABS, LIVERIES AND VALET PARKING,” OF
“THE CODE OF THE CITY OF ASBURY PARK.”**

WHEREAS, the City of Asbury Park (the “City”) previously established Chapter 8, entitled “Taxicabs, Liveries and Valet Parking,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to revise Section 8-11, entitled “Rates; Display of Rates Required,” of Chapter 8 of the City Code in accordance with the provisions 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, that Section 8-11, entitled “Rates; Display of Rates Required,” of Chapter 8, “Taxicabs, Liveries and Valet Parking,” of “The Code of the City of Asbury Park” is hereby amended and supplemented as follows (additions are shown with underline; deletions are shown with ~~strikethrough~~):

Chapter 8. Taxicabs, Liveries and Valet Parking

§ 8-11. RATES; DISPLAY OF RATES REQUIRED.

- a. Rates and Charges. The price that may be charged to a passenger by the owner or driver of a taxi or livery shall not exceed the following rates at any time of the year:
 1. From any point within the City to another point within the City, ~~five (\$5.00)~~ six (\$6.00) dollars for cash payment and seven (\$7.00) dollars for payment with credit card or debit card for one (1) passenger and one (\$1.00) dollar ~~for a second passenger and fifty (\$.50) cents~~ for each additional passenger. This also applies to additional fare pick-ups within confines of said route, provided there is permission from originating passenger or passengers.
 2. ~~Fifty (\$.50) cents~~ One (\$1.00) dollar for each piece of luggage exceeding one (1) per person, and ~~one (\$1.00)~~ two (\$2.00) dollars for each trunk, any month of the year.
 3. Waiting time for shopping or sightseeing tours shall be ~~Four dollars and fifty cents (\$4.50)~~ five (\$5.00) dollars per fifteen (15) minute increments.

- b. Display of Rates. Any and all rates that are being charged by the taxicab and livery companies, shall be posted in each taxicab or livery in a conspicuous location and in manner so as to provide adequate notice to all passengers.

BE IT FURTHER ORDAINED, that all other provisions of Chapter 8 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, 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.

BE IT FURTHER ORDAINED, 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, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-38 which was finally adopted by the City Council at a meeting held on the 21st day of November, 2023

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2023-40**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING SECTION 12-1, ENTITLED “STATE UNIFORM CONSTRUCTION
CODE ENFORCING AGENCY,” OF CHAPTER 12, “BUILDING AND
CONSTRUCTION,” OF “THE CODE OF THE CITY OF ASBURY PARK.”**

WHEREAS, the City of Asbury Park (the “City”) previously established Section 12-1, entitled “State Uniform Construction Code Enforcing Agency,” of Chapter 12, “Building and Construction,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to revise Section 12-1 of the City Code, in accordance with the provisions 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, that Section 12-1, entitled “State Uniform Construction Code Enforcing Agency,” of Chapter 12, “Building and Construction,” of “The Code of the City of Asbury Park,” is hereby amended and supplemented as follows (additions are shown with underline; deletions are shown with ~~striketrough~~):

Chapter 12. Building and Construction

§ 12-1. STATE UNIFORM CONSTRUCTION CODE ENFORCING AGENCY.

§ 12-1.1. Enforcing Agency Established.

- a. There is hereby established in the City of Asbury Park a State Uniform Construction Code enforcing agency to be known as the Division of State Uniform Construction Code Enforcement Agency consisting of those officials appointed in Chapter II, Administration, Section 2-16, Department of Building and Housing.
- b. Each official position shall be filed by a person qualified for such position pursuant to N.J.S.A. 52:27D-119 et seq., and N.J.A.C. 5:23-1 et seq.; provided that in lieu of any particular subcode official, an on-site inspection agency may be retained by contract pursuant to N.J.A.C. 5:33-1 et seq.

§ 12-1.2. Appeals Jurisdiction.

Appeals shall be under the jurisdiction of the County of Monmouth Construction Board of Appeals.

§ 12-1.3. Fees.

The following fee schedule has been approved and adopted for use within the City of Asbury Park:

a. New Jersey State permit surcharged fees.

Amount: This fee shall be in the amount of \$0.00371 per cubic foot volume of new buildings and additions. Volume shall be computed in accordance with N.J.A.C. 5:23-2.28. The fee for all other construction shall be \$1.90 per \$1,000.00 of value of construction. Minimum fee is \$1.00. The above fee is subject to periodic change and exemptions established by the Department of Community Affairs and will be calculated in accordance with N.J.A.C. 5:23-4.19 hereafter and as applicable with the regulations.

1. General Fees.

- (a) The fee for plan review shall be due upon completion of subcode plan review.
- (b) The fee to be charged for a construction permit will be the sum of the basic construction fee plus all applicable special fees [including fees for electronic filing](#). This fee shall be paid before a permit is issued and proposed work commencing.
- (c) The fee to be charged for a certificate of occupancy shall be paid before a certificate is issued. This fee shall be in addition to the construction permit.
- (d) All fees shall be rounded to the nearest dollar.

2. Fees shall be as follows:

- (a) Plan review fee. The fee for plan review shall be 25 percent of the amount to be charged for ~~the~~ [a](#) construction permit. When [prototype](#) plans have been released a plan review fee shall not be collected for permits issued there from and the total permit fee shall be reduced by 25 percent. There shall be an additional plan review fee of \$35.00 per hour for review of an amendment or change to any plan that has already been released per subcode having assigned plan review responsibility to perform such as a review in conjunction with the regulations and actual submittal. This fee may be waived at the discretion of the Construction Official in the event the work and review ~~is~~ [are](#) of a minor nature.
- (b) The basic construction permit fee shall be the sum of the parts computed on the basis of the volume or cost of construction, the number of plumbing fixtures and pieces of equipment, the number of electrical fixtures and rating of electrical devices, the number of sprinklers, standpipes and detectors (smoke and heat) at the unit rates and/

or the applicable flat fees as provided herein plus any special fees. The minimum fee for a basic construction permit shall be \$65.00 for a single subcode permit. The minimum fee for multiple subcodes per construction permit shall be \$65.00 per subcode.

(1) All fees listed and/or itemized in this fee schedule shall also apply to Mechanical permits required by N.J.A.C. 5:23-3.4(d).

- (c) Flat Fees: When the term "flat fee" is used, the fee for that work shall be as noted in ~~the~~ that section regardless of the number of subcodes involved or the minimum permit fees established. Any additional work performed in conjunction with a component that has a flat fee designation shall also be charged the additional fee as noted herein for that particular item in addition to the initial flat fee. Permits issued that include flat fees are subject to the state surcharges as noted above.
- (d) Individual tenant space fit-~~out~~up: When plans and specifications for individual tenant spaces in multi-tenant spaces or buildings have been submitted and were not part of the original permit application, the fee for permit updates shall be based upon the cost of work. For electric, fire, and plumbing, the fees shall be based upon the equipment installed.

b. Building ~~Fees~~. volume or cost. The fees for new construction or alteration are as follows:

1. Fees for new construction shall be based upon the volume of the structure. Volume shall be computed in accordance with N.J.A.C. 5:23-2.28. The new construction fee shall be in the amount of \$0.045 per cubic foot of volume for buildings and structures of all use groups. The fee for large, open-volume buildings such as barns, silos, greenhouses, warehouses, distribution centers and other agricultural, recreational and storage use buildings shall be \$0.045 per cubic foot of volume. For the purpose of calculating the volume to determine the fee for these spaces, the height shall be limited to 20 feet notwithstanding the fact that the actual height of the space may be greater than 20 feet. The fee shall be \$0.0008 per cubic foot of volume for structures on farms, including commercial farm building under N.J.A.C. 5:23-3.2(d), with the maximum fee for such structures on farms not to exceed \$1,145.00.
2. ~~Fee for additions shall be computed on the same basis as for new construction for the added portion.~~ Fees for renovations, alterations and repairs or site construction associated with pre-engineered systems of commercial farm buildings, pre-manufactured construction, and the external utility connection for pre-manufactured construction shall be based upon the estimated cost of work. The fee for use group R-5 Single Family Homes shall be \$30.00 per \$1,000.00 up to and including \$100,000.00. Above \$100,000.00 the fee shall be \$40.00 per \$1,000.00. The fee for all use groups other than R-5 shall be in the amount of ~~\$30.00~~ \$40.00 per \$1,000.00 ~~for the estimated cost~~ up to and including \$50,000.00. From \$50,001 to and including \$100,000.00, the additional fee shall be in the amount of \$27.00 \$37.00 per \$1,000.00 ~~of estimated cost~~. Above \$100,000.00, the additional fee shall be in the amount of ~~\$25.00~~ \$35.00 per \$1,000.00 ~~of~~

~~estimated cost above \$100,000.00.~~ For the purpose of determining estimated cost, the applicant shall submit to the agency such cost data as may be available and produced by the architect or engineer of record, or by a recognized estimating firm, or by the contractor. A bona fide contractor's bid, or contract if available, shall be submitted upon request.

3. Fee for additions shall be computed on the same basis as for new construction for the added portion.
4. Fees for combination of renovations and additions shall be computed as the sum of the fees computed separately in accordance with ~~the~~ items 2 and 3 above ~~renovation and addition.~~
5. The flat fee for a photovoltaic (PV) array installed in any R-5 use group shall be \$225.00. All other use groups shall be \$20.00 per \$1,000.00.
56. ~~The F~~flat fee for replacement type roof coverings if a permit is required shall be \$100.00 for R-5 type use group. The fee for all ~~other~~ use groups other than R-5 shall be ~~\$30.00~~ \$40.00 per \$1,000.00 of the estimated cost. In the event the work is of a minor nature and not a total replacement, the fee for R-5 type use groups may be calculated at the rate of \$30.00 per \$1,000.00 and a minimum fee of \$75.00.
67. ~~The F~~flat fee for replacement of vinyl siding and other exterior wall coverings if a permit is required shall be ~~\$100.00~~ \$175.00 for R-5 type use groups. The fee for all ~~other~~ use groups other than R-5 shall be ~~\$30.00~~ \$40.00 per \$1,000.00 of the estimated cost. In the event the work is of a minor nature and not a total replacement, the fee for R-5 use groups may be calculated at the rate of ~~\$30.00~~ \$40.00 per \$1,000.00 and a minimum fee of \$75.00.
78. The fee charged for a private above-ground swimming pool as defined in the building subcode, including the barrier, in use group R-5 shall be ~~\$150.00~~ \$125.00. The fee charged for a private in-ground swimming pool as defined in the building subcode, including the barrier, in use group R-5 shall be ~~\$200.00~~ \$225.00. The construction fee for public swimming pools as defined in the building subcode in all other use groups, including the barrier, shall be computed and based upon the cubic volume of the structure. The minimum permit fee shall be \$350.00 per unit.
89. The fee for replacement barriers surrounding and enclosing public ~~and~~ or private swimming pools shall be ~~\$150.00~~ \$75.00.
9. ~~Fences greater than 6 feet shall be \$30.00 per \$1,000.00 and a minimum fee of \$75.00.~~
10. The fee for storage sheds and similar structures ~~exceeding 200 square feet in area~~ shall be calculated in accordance with N.J.A.C. 5:23-2.28. ~~The minimum fee for s~~Sheds and similar structures that are exceed 200 square feet or less in floor area and less than or exceeding 10 feet in height and are an accessory to use group R-2, R-3, R-4 or R-5 and

do not contain oil, gas, water or sewer connections shall be charged a flat fee of ~~\$175.00~~ \$75.00 per unit. ~~No permit fee shall be collected for such structures 100 square feet in area or less.~~

11. Temporary Structures: The fee shall be \$75.00 per structure that is subject to and regulated by the U.C.C.

~~11~~12. Tents: The building subcode fee for regulated tents subject to construction permit and inspection shall be ~~\$200.00~~ \$250.00 per tent.

~~12~~13. The fees for retaining walls shall be as follows:

(a) The fee for new or replacement retaining walls with a surface greater than 550 square feet that is associated with a Class 3 residential structure shall be \$125.00 and \$75.00 for regulated retaining walls not exceeding 550 square feet.

(b) The fee for retaining walls of any size other than a Class 3 residential structure over 3 feet shall be based upon the estimated market value in the amount ~~\$30.00~~ \$40.00 per \$1,000.00.

~~13. Annual Trailer permit shall be a flat fee of \$125.00.~~

14. The fee for ~~a permit for~~ Radon, Lead hazard abatement and Asbestos abatement ~~work~~ shall be \$150.00.

~~15. The fee for a permit for lead hazard abatement work shall be \$150.00.~~

~~16. The fee for a permit for asbestos abatement work shall be \$150.00.~~

~~17. The permit fee for a solar panel installation shall be \$30.00 per \$1,000.00 on the building Subcode.~~

15. The fee for fences exceeding 6 ft. shall be \$40.00 per \$1,000.00.

~~18~~16. The fee for Demolition ~~or removal permit (if needed), Structure less than 5,000 sq. ft. in area and less than 30 ft. in height, for one and two family residences (R-5) and R-use group accessory structures, the fee shall be \$125.00. Partial demolition of structures in use group R-5 structures the fee shall be~~ ~~\$30.00 per \$1,000.00~~ \$150.00. All other use groups ~~the fee~~ shall be \$500.00.

~~19~~17. Sign permit fees: The fee for signs greater than 25 sq. ft. shall be \$75.00 per each sign greater than 32 sq. ft. plus cost of foundation system, as figured in the alteration portion. For signs requiring an engineered foundation or mounting system the fee shall be \$40.00 per \$1,000.00.

~~c. Electric Fees.~~

~~1. The first block consisting of one to 25 receptacles, fixtures or devices, the fee shall be \$40.00; for each additional block consisting of up to 25 receptacles, fixtures or devices, the fee shall be \$20.00. For the purpose of computing this fee, receptacles, fixtures or devices shall include lighting fixtures, wall switches, convenience receptacles, sensors, dimmers, alarm devices, smoke detectors, communication outlets, light standards eight feet or less in height including luminaries, emergency lights, electric signs, exit lights or electric fixtures and devices rated 20 amperes or less including motors for equipment rated less than one horsepower (hp) or one kilowatt (kw).~~

~~2. For each motor or electrical device rated in horsepower (hp), the fee shall be:~~

— From one hp up to and including 10 hp	\$50.00
— Greater than 10 hp up to and including 50 hp	\$75.00
— Greater than 50 hp up to and including 100 hp	\$100.00
— Greater than 100 hp	\$500.00

~~3. For each generator, transformer, and all other items measured in kw not specified in this fee schedule, the fee shall be:~~

— From one kw up to and including 10 kw	\$25.00
— Greater than 10 kw up to and including 45 kw	\$50.00
— Greater than 45 kw up to and including 112.5 kw	\$75.00
— Greater than 112.5 kw	\$500.00

~~4. The specific information on fees for multi-meter stacks, concurrent installation of components of motor controls, and process equipment, please refer to N.J.A.C. 5:23-4.20©2iii(8), (9) and (11) for details on fee applicability.~~

~~5. Air Condition (electric only) new installation and replacement for all use groups:~~

— Up to .5 kw (1-3 ton)	— \$60.00
— Greater than .5 kw	— \$20.00 each additional ton

~~6. The fee charged for electrical work for each permanently installed above ground, or in-ground swimming pool as defined in the building subcode, spa, Hot tub or fountain for all use groups shall be charged as follows \$175.00 and only includes filter/pump/motor, receptacle, timer and bonding. Any other equipment or fixtures installed shall be charged on the basis of number of electrical fixtures and rating of electrical devices involved in accordance with the previous paragraph.~~

~~7. The fee charged in conjunction with the annual electric inspection of commercial swimming pool, spas or hot tubs shall be \$85.00.~~

~~8. The fee for temporary portable generators the fee shall be as follows:~~

— Up to and including 5 kw— 30 kw	— \$85.00
— Up to and including 31 kw and higher	— \$150.00

~~9. The fee for equipotential bonding grid shall be \$75.00.~~

~~10. For each service equipment, panel board, load center, overhead service entrance conductor, motor starter, motor control center, automatic transfer switch, disconnecting means, and future electric, such as circuits installed for future use or intermittent needs (all bonding and grounding for the above items are included), the fee shall be:~~

— Up to and including 100 amps	— \$65.00
— Up to and including 150 amps	— \$75.00
— Up to and including 200 amps	— \$85.00
— Up to and including 225 amps-300 amps	— \$105.00
— Up to and including 400 amps	— \$185.00
— Up to and including 800 amps	— \$500.00
— Each additional 200 amps	— \$100.00

~~11. The flat fee for service reconnection inspections in response to emergencies or utility requests shall be \$65.00 in all use groups.~~

~~12. The fee for site lighting over 8 feet shall be \$25.00 per unit.~~

~~13. The flat fee for hard wired signage mounted on a wall shall be \$65.00 each. The fee for pylon type signage and similar free standing structures shall be \$65.00 each.~~

~~14. Furnaces (electric only) new and replacements for all Use Groups shall be \$65.00.~~

~~15. Water Heaters (electric only) new and replacement for all use groups shall be \$65.00.~~

~~16. Dishwashers (electric only) new and replacement for all Use Groups shall be \$65.00.~~

~~17. Ranges (electric only) new and replacement for all Use groups shall be \$65.00.~~

~~18. Fiber Duct Pathways all use group \$30.00 per \$1,000.00 or \$100.00 per floor and a minimum fee of \$75.00.~~

~~19. Solar panel installation for the electric subcode panel disconnect service, the fee shall be determined per unit size as follows:~~

— Solar panel	— \$20.00 per panel
— Inverters	— \$65.00 each
— Disconnects	— \$65.00 each
— Electric panels	— see above pricing

~~dc. Plumbing Fees:~~ fixtures and equipment. The fees shall be as follows:

~~1. The fee shall be in the amount of \$20.00 \$50.00 per fixture: water closet, urinal, bidet, bath tub, shower, lavatory, sink, laundry tub, floor drains, drinking fountain, dishwasher,~~

~~garbage disposal, clothes washer, recirculation systems, roof drains, hose bibs, manholes, reheat coils, condensate drains, or similar devices~~, piece of equipment or appliance connected to the plumbing system, and for each appliance connected to the gas piping, propane or oil piping system, except as indicated in paragraph (2) below.

2. The fee ~~for all use groups~~ shall be ~~\$20.00~~ \$75.00 per special device and for the following: gas piping, oil piping, grease traps, oil separators, refrigeration units, water services for each 100' or part thereof, sewer services for each 100' or part thereof, active solar systems, septic tank abandonment, sewer pumps and interceptors. The fee for a water heater, installed in new construction shall be \$50.00 for use group R and \$125.00 for all other use groups per unit. There shall be no fee charged for gas service entrances.

—Gas piping	—\$20.00
—Oil piping	—\$20.00
—Grease traps	—\$80.00
—Oil separators	—\$80.00
—Refrigeration units	—\$150.00
—Water services for each 100 ft. or part thereof	—\$125.00
—Sewer services for each 100 ft. or part thereof	—\$125.00
—Active solar System	—\$125.00
—Septic tank abandonment	—\$85.00
—Sewer pump and interceptors	—\$85.00
—Water cap	—\$85.00
—Sewer cap	—\$85.00
—Commercial dishwashers	—\$85.00
—Geo-Thermal system	—\$150.00

3. The fee for backflow preventers ~~for all use groups~~ up to 3/4" shall be ~~\$80.00~~ \$45.00 per device. The fee for backflow preventers over 3/4" installed in use group R-5 shall be ~~\$100.00~~ \$75.00 and \$125.00 for all other use groups.
4. The annual fee for backflow preventers subject to testing shall be \$100.00 per device/test.
5. The flat fee for replacement water heaters, of any fuel type, installed in use group R shall be \$95.00 per unit, \$50.00 per unit for multiple units and \$125.00 for all other use groups, ~~other than electric~~, The fee for new water heaters installed in use group R shall be \$65.00 \$50.00 per unit and \$75.00 per unit in all other use groups.
6. The flat fee for replacement warm air furnaces installed in use group R shall be \$95.00 per unit, \$50.00 per unit for multiple units and \$125.00 per unit for all other use groups ~~\$65.00 per unit~~. The fee for new warm air furnaces installed in group R shall be \$50.00 per unit and \$75.00 per unit in all other use groups.
7. The ~~flat~~ fee for replacement water boilers installed in use group R shall be \$95.00 per unit, \$50.00 per unit for multiple units and \$125.00 per unit for all other use groups, ~~shall be \$65.00 per unit up to and including 250,000 BTU. 251,000 BTU and greater the fee~~

~~shall be \$125.00.~~ The fee for new water boilers installed in use group R shall be \$50.00 per unit and \$75.00 per unit in all other use groups.

8. ~~The flat fee for 3 ton air conditioning shall be \$60.00 per unit. Each additional ton shall be \$20.00 per unit.~~ When new gas piping is installed in conjunction with the replacement of water heaters, boilers, furnaces and similar devices the fee for the new gas piping as noted above in paragraph 2 and in addition to the flat fee for the device installed. This fee may be waived at the discretion of the Plumbing Subcode Official.
9. The flat fee for replacement of air conditioning units installed in use group R shall be \$95.00 per unit, \$50.00 per unit for multiple units and \$125.00 per unit in all other use groups. The fee for new air conditioning units installed in use group R (new) shall be \$50.00 per unit and \$75.00 per unit in all other use groups.
910. The fee for replacement or new ~~5-ton~~ RTU Heating/Cooling units installed in all use groups other than R-5 shall be ~~\$125.00~~ \$175.00 per unit for the first five units. ~~Each~~ The fee for additional ~~ton~~ units above five units installed per project shall be ~~\$25.00~~ \$150.00 per unit.
1011. The fee for bottom drains and a vacuum release device for swimming pools in use group R-5 shall be \$75.00 and \$125.00 for all other use groups.
1112. The ~~annual~~ fee for ~~businesses requiring regular~~ servicing of required grease traps cleaning shall be \$100.00 annually.

d. Electrical fixtures and devices. The fee shall be as follows:

1. For the first block consisting of 1 to 50 receptacles, fixtures or devices, the fee shall be \$75.00; for each additional block consisting of up to 25 receptacles, fixtures or devices, the fee shall be \$35.00. For the purpose of computing this fee, receptacles, fixtures or devices shall include lighting fixtures, wall switches, convenience receptacles, sensors, dimmers, alarm devices, smoke and heat detectors, communications outlets, light-standards eight feet or less in height including luminaries, emergency lights, electric signs, exit lights or electric fixtures and devices rated 20 amperes or less including motors or equipment rated less than one horsepower (hp) or one kilowatt (kW).
2. For each motor or electrical device rated in horsepower (hp), the fee shall be:

From 1 hp up to and including 10 hp	\$50.00
Greater than 10 hp up to and including 50 hp	\$75.00
Greater than 50 hp up to and including 100 hp	\$125.00
Greater than 100 hp	\$500.00
3. For each generator, transformer, and all other items measured in kW not specified in this fee schedule, the fee shall be:

From 1 kW up to and including 10 kW	\$50.00
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<u>Greater than 10 kW up to and including 45 kW</u>	<u>\$75.00</u>
<u>Greater than 45 kW up to and including 112.5 kW</u>	<u>\$125.00</u>
<u>Greater than 112.5 kW</u>	<u>\$500.00</u>

4. Air Condition (new installations):

Use group R:

<u>Up to .5 kW (1 to 3 ton)</u>	<u>\$75.00</u>	
<u>Greater than .5 kW</u>		<u>\$25.00 per ton</u>

All other use groups:

<u>Up to .5 kW</u>	<u>\$75.00</u>	
<u>Greater than .5 kW to 50 kW</u>		<u>\$125.00</u>
<u>Greater than 50 kW to 100 kW</u>		<u>\$250.00</u>
<u>Greater than 100 kW</u>		<u>\$575.00</u>

Note: Above fees are inclusive of required disconnecting equipment, but exclusive of optional disconnecting equipment.

5. The fee charged for electrical work for each permanently installed above-ground, or in-ground swimming pool as defined in the building subcode, spa, hot tub or fountain shall be charged as follows: The fee for a private residential swimming pool in use group R-5 shall be \$75.00 and only includes a filter/pump/motor, receptacle, timer and bonding. Any other equipment or fixtures installed shall be charged on the basis of number of electrical fixtures and rating of electrical devices involved in accordance with paragraph 1 above. The fee for all other recreational type swimming pools, spas, hot tubs, fountains, etc. in all other use groups shall be \$175.00 and only includes a filter/pump/motor, receptacle, timer and bonding. Any other equipment or fixtures installed shall be charged on the basis of number of electrical fixtures and rating of electrical devices involved in accordance with paragraph 1 above.
6. The fee charged in conjunction with the annual electric inspection of commercial swimming pools, spas or hot tubs shall be \$125.00 per application.
7. The fee for a photovoltaic (PV) array shall be as per b(5) of this fee schedule.

Note: Above fees are inclusive of all disconnects, overcurrent devices, inverters, metering devices, and any other associated equipment.

8. For installations consisting of multimeter stacks, the fee shall be based on the ampere rating of the service conductors and not upon the number of meters or rating of disconnects on the meter stack. Individual load side panel boards shall be charged in accordance with paragraphs 3, 4 or 5 above. There shall be no additional fee charged for the concurrent installation of individual feeder conductors.

9. For motors or similar devices requiring concurrent installation of individual controls, relays and switches, the fee shall be based only upon the rating of the motor or device. There shall be no additional fee charged for the concurrent installation of individual circuit components, for example, controllers, starters, and disconnecting means.
10. For each service equipment, panel board, load center, overhead service entrance conductor, motor starter, motor control center, automatic transfer switch, disconnecting means, and future electric, such as circuits installed for future or intermittent needs (all bonding and grounding for the above items are included), the fee shall be:

<u>Up to and including 200 amps</u>	<u>\$110.00</u>
<u>Up to and including 400 amps</u>	<u>\$155.00</u>
<u>Up to and including 800 amps</u>	<u>\$325.00</u>
<u>Up to and including 1200 amps</u>	<u>\$575.00</u>
<u>For each additional 400 amps above 1200 amps add:</u>	<u>\$155.00</u>

The flat fee for service reconnect inspections in response to emergencies or utility requests shall be \$75.00 in use group R-5 and \$125.00 in all other use groups.

11. The fee charged for process equipment shall be based on the ampere rating of the overcurrent device protecting the conductor feeding the process equipment or the cutoff device.
12. For the purpose of computing these fees, all electrical and communications devices, utilization equipment and motors, which are part of premises wiring, except those which are portable plug-in type, shall be counted.
13. For light standards above 8'-0" in height (includes first 150 lineal feet of trench), the fee shall be \$25.00 per fixture. Trenches over 150 lineal feet shall be \$40.00 for each additional 150 lineal feet.
14. The fee for hard wired signage mounted on a wall shall be \$75.00 for the first sign and \$25.00 for each additional sign installed on the same site. The fee for pylon type signage and similar free-standing structures shall be \$100.00 each and includes the first 150 linear feet of trenching. Trenches over 150 lineal feet shall be \$40.00 for each additional 150 lineal feet.
15. The fee for each regulated satellite dish installed in use groups other than R-5 shall be \$35.00 each unit.
16. The fee for new furnaces and water heaters and new or replacement appliances requiring electric installed in use group R shall be \$75.00 and \$125.00 in all other use groups.
- e. **Fire Fees.** For fire protection and hazardous equipment, sprinklers, standpipes, detectors (smoke/heat/carbon monoxide), pre-engineered suppression system, gas and oil fired

appliances not connected to the plumbing system, kitchen exhaust systems, incinerators and crematoriums, the fee shall be as follows:

1. The fee for 20 or fewer sprinkler heads shall be \$100.00. The fee for 21 to and including 50 heads shall be \$150.00. The fee for each additional group of 50 or part thereof shall be \$100.00.
2. The fee for underground fire suppression water mains shall be ~~250.00~~ \$200.00 per 100'.
3. The fee for each individual standpipe shall be ~~\$275.00~~ \$150.00.
4. The fee for each fire pump shall be \$250.00.
5. The fee for each pre-action or dry pipe valve including a compressor shall be ~~\$80.00~~ \$250.00.
6. The fee for residential fire sprinklers, installed in a new single family dwelling, shall be ~~\$165.00~~ \$225.00.
7. The fee for 15 or fewer smoke detectors, heat detectors, CO detectors, manual alarm devices, supervisory devices and visual/audible devices shall be \$100.00. The fee for 16 to 50 devices shall be \$175.00. The fee for each additional group of 50 or part thereof shall be \$100.00.
8. The fee for residential smoke, heat and CO detectors 120 volt system, installed throughout a single family dwelling shall be ~~\$75.00~~ \$125.00.
9. The flat fee for a "household fire alarm system" as defined by NFPA 72 (limited Voltage System) and installed in accordance with the residential building code including smoke, heat, CO detectors and all other required devices in use group R-5 shall be ~~\$75.00~~ \$240.00.
10. The fee for fire alarm panels, auxiliary panels, communicator panels, booster panels or other similar control devices other than use group R-5 shall be ~~\$65.00~~ \$150.00.
11. The fee for ~~commercial-hood~~ pre-engineered suppression systems shall be ~~\$150.00~~ \$175.00.
12. The fee for clean agent suppression systems shall be \$350.00.
- ~~13. The fee for commercial exhaust hoods shall be \$150.00~~ \$175.00.
- ~~13. The fee for chimney liners—Commercial/—Residential \$125.00.~~
14. The fee for smoke removal systems shall be \$250.00.

~~1415.~~ The fee for incinerators and crematoriums shall be ~~the current State fee schedule~~ \$500.00.

~~1516.~~ The fee for any special device shall be ~~\$250.00~~ \$175.00.

~~1617.~~ The fee for gas appliances, such as stoves, ovens, dryers and fireplaces, installed in use group R-5 shall be ~~\$65.00~~ \$25.00 per appliance and ~~\$65.00~~ \$40.00 per appliance in all other ~~Use~~ Groups. Oil fired and solid fuel burning appliances, other than furnaces, installed in all ~~Use~~ Groups shall be ~~\$65.00~~ \$75.00 per appliance. Pool heaters, gas or oil fired, installed in all ~~Use~~ Groups shall be ~~\$65.00~~ \$75.00 per appliance. Replacement RTU's in use group R shall be \$50.00 and \$75.00 in all other use groups.

18. The fee for new or replacement chimney liners in all use groups shall be \$75.00.

~~1719.~~ The fee for new furnaces, RTU's and water heaters, other than electric, installed in ~~Use~~ Group R-5 shall be ~~\$65.00~~ \$50.00 per unit and ~~\$65.00~~ \$75.00 per unit in all other ~~Use~~ Groups.

~~18. The fee for water heaters installed in Use Group R-5 shall be \$65.00 per unit and \$65.00 per unit in all other Use Groups.~~

20. The fee for gas or oil fired generators installed in use group R-5 shall be \$75.00 per unit and \$150.00 per unit in all other use groups.

21. Flat Fee: a Storage tank for a gasoline station or similar use, new or replacement, with a maximum of 6 fuel pumps and all associated piping shall be \$500.00. Each additional fuel tank or fuel pump and all associated piping, installed at the same time, shall be \$200.00 per unit. Individual tanks or pumps, new or replacement, with all associated piping shall be \$200.00 per unit. Fuel pump suppression systems shall be \$75.00 per pump.

~~1922.~~ The fee for storage tank installations, ~~AST/UST—Residential/Commercial~~ for flammable or combustible liquids shall be:

Tanks up to 250 <u>500</u> gallons	\$100.00 <u>\$75.00</u>
251—500 <u>501 - 1,000</u> gallons	\$350.00 <u>\$150.00</u>
U <u>1,001 - 5,000</u> gallons	<u>\$225.00</u>
Over 501 <u>5,000</u> gallons	\$400.00 <u>\$500.00</u>

~~2023.~~ The fee for an underground or above ground ~~storage~~ tank abandonment or removal; ~~AST/UST for flammable or combustible liquids shall be;~~ permit shall be \$75.00 per tank. Separate permits are required for each tank regardless of block/lot.

~~—Residential~~

~~—Tanks up to 1000 gallons~~ —\$100.00

~~—Over 1000 gallons~~ —\$200.00

~~—Commercial~~

—Tanks up to 1000 gallons	—\$400.00
—Over 1000 gallons	—\$500.00

f. Fees for Certificates and other Permits are as follows:

1. The fee for a certificate of occupancy shall be in the amount of 5 10 percent of the total construction permit fee. The minimum fee shall be \$250.00 \$75.00 for R-5 type use groups and the minimum fee for all other use groups shall be \$125.00 per building. Buildings with multiple certificates of occupancy (such as a shopping center or similar conditions) the fee shall be an additional \$75.00 per unit, tenant space or area.

2. The fee for a temporary certificate of occupancy ~~for 30 days~~ or renewal issued in accordance with the regulations shall be ~~\$40.00~~ \$30.00 per 30 day period.

~~The fee for temporary certificate of occupancy for the first extension of an additional 30 days shall be \$100.00.~~

~~The fee for temporary certificate of occupancy extensions thereafter in 30 day increments shall be \$200.00.~~

3. The flat fee for a certificate of occupancy granted pursuant to a change of use group shall be \$175.00.

- ~~34.~~ The fee for a certificate of continued occupancy issued under N.J.A.C. 5:23-2.23 ~~Ⓢ(c)~~ shall be ~~\$75.00 per subcode~~ as per f(1) above.

- ~~4. The fee for a mercantile certificate of continued occupancy shall be \$200.00.~~

~~The fee for renewing a certificate of continued occupancy for a business closed 60 days or more in a calendar year shall be \$200.00.~~

5. The fee for an application for a variation in accordance with N.J.A.C. 5:23-2.10 shall be ~~\$125.00 per subcode~~ \$500.00 for Class I structures and \$120.00 for Class II and Class III structures. The fee for resubmission of an application for a variation shall be \$200.00 for Class I structures and \$75.00 for Class II and Class III structures.

- ~~6. The minimum fee for a basic construction permit shall be \$65.00 for a single subcode permit. The fee for multiple subcodes per construction permit shall be \$65.00 per subcode.~~

The fee to reinstate suspended or abandoned permits described in N.J.A.C. 5:23-2.16(b) shall be ten percent (10%) of the cost of the original permit per outstanding subcode and not less than \$25.00 per outstanding subcode. This fee may be waived at the discretion of the Construction Official. For clarification, an “outstanding subcode” is one in which final inspection and subcode approval has not been obtained and/or documented.

7. The fee for updating an existing construction permit ~~application~~ with new contractors ~~and/or new owner in fee~~ shall be ~~\$65.00~~ the minimum fee per subcode.
 8. ~~The fee for a discovery shall be \$50.00 plus copies and postage.~~ The fee for copying a set of plans ~~is~~ shall be ~~\$100.00~~ \$50.00 plus ~~printer fees~~ copying costs and/or allowable COAH fees.
 9. ~~A bona fide contractor's bid, or contract if available, shall be submitted upon request.~~ The minimum fee for a construction permit shall be \$75.00 per subcode.
 10. ~~The fee for the filing of a valid Lead-Safe Certificate from a qualified inspection shall be \$10. In addition, a fee will be collected in the amount of \$20 for the Lead Hazard Assistance Fund established by statute.~~ The fee for a temporary or portable appliances or equipment shall not differ from this fee schedule.
 11. No fee shall be collected for permits for the construction or rehabilitation of residential units that are to be legally restricted to occupancy by households of low income, as defined in N.J.A.C. 5:43-1.5 (COAH).
 12. Fees may be allowed to be waived for work consequential to a natural disaster.
- g. Elevator Devices. The fees for witnessing acceptance tests and performing inspections on new and altered elevator devices not assigned to DCA shall be as follows:
1. The basic fees for elevator devices in structures not of group R-3, R-4, or R-5, or in an exempted structure of group R-2, shall be as follows:

<u>Traction and winding drum elevators:</u>	
<u>1 to 10 floors</u>	<u>\$306.00</u>
<u>Over 10 floors</u>	<u>\$510.00</u>
<u>Hydraulic elevators</u>	
	<u>\$272.00</u>
<u>Roped hydraulic elevators</u>	<u>\$306.00</u>
<u>Escalators, moving walks</u>	<u>\$272.00</u>
<u>Dumbwaiters</u>	<u>\$68.00</u>
<u>Stairway chairlifts, inclined and vertical wheelchair lifts and man lifts</u>	<u>\$68.00</u>
 - (a) Additional charges for devices equipped with the following features shall be as follows:

<u>Oil buffers (charge per oil buffer)</u>	<u>\$54.00</u>
<u>Counterweight governor and safeties</u>	<u>\$136.00</u>
<u>Auxiliary power generator</u>	<u>\$102.00</u>

2. The fee for elevator devices in structures of group R-3, R-4, or R-5, or otherwise exempt devices in structures of group R-2, shall be \$204.00. This fee shall be waived when signed statements and supportive inspection and acceptance test reports are filed by an approved qualified agent or agency in accordance with N.J.A.C. 5:23-2.19 and 2.20.
3. The fee for performing inspections of minor work shall be \$68.00.
4. The Departmental fees for routine and periodic tests and inspections for elevator devices in structures not of group R-3, R-4, or R-5, or otherwise exempt devices in structures of group R-2, shall be as follows:

(a) The fee for the six-month routine inspection of elevator devices shall be as follows:

Traction and winding drum elevators:

<u>1 to 10 floors</u>	<u>\$190.00</u>
<u>Over 10 floors</u>	<u>\$244.00</u>

<u>Hydraulic elevators</u>	<u>\$136.00</u>
<u>Roped hydraulic elevators</u>	<u>\$190.00</u>
<u>Escalators, moving walks</u>	<u>\$190.00</u>

(b) The fee for the one-year periodic inspection and witnessing of tests of elevator devices, which shall include a six-month routine inspection, shall be as follows:

Traction and winding drum elevators:

<u>1 to 10 floors</u>	<u>\$272.00</u>
<u>Over 10 floors</u>	<u>\$326.00</u>

<u>Hydraulic elevators</u>	<u>\$204.00</u>
<u>Roped hydraulic elevators</u>	<u>\$272.00</u>
<u>Escalators, moving walks</u>	

	<u>\$436.00</u>
<u>Dumbwaiters, manlifts, stairway chairlifts, inclined</u>	
	<u>\$164.00</u>
<u>Vertical wheelchair lifts</u>	
	<u>\$108.00</u>
(c) <u>Additional yearly periodic inspection charges for elevator devices equipped with the following features shall be as follows:</u>	
<u>Oil buffers (charge per oil buffer)</u>	
	<u>\$54.00</u>
<u>Counterweight governor and safeties</u>	
	<u>\$108.00</u>
<u>Auxiliary power generator</u>	
	<u>\$68.00</u>
(d) <u>The fee for the three-year or five-year inspection of elevator devices shall be as follows:</u>	
<u>Traction and winding drum elevators:</u>	
<u>1 to 10 floors (five-year inspection)</u>	
	<u>\$462.00</u>
<u>Over 10 floors (five-year inspection)</u>	
	<u>\$582.00</u>
<u>Hydraulic and roped hydraulic elevators:</u>	
<u>Three-year inspection</u>	
	<u>\$340.00</u>
<u>Five-year inspection</u>	
	<u>\$204.00</u>
5. <u>The fees set forth in 4 above shall be paid annually in accordance with the following schedule, which is based on the average of the fees to be collected over a five-year period:</u>	
(a) <u>Basic annual fee as follows:</u>	
<u>Traction and winding drum elevators:</u>	
<u>1 to 10 floors</u>	
	<u>\$504.00</u>
<u>Over 10 floors</u>	
	<u>\$612.00</u>
<u>Hydraulic elevators</u>	<u>\$368.00</u>
<u>Roped hydraulic elevators</u>	
	<u>\$408.00</u>

<u>Escalators, moving walks</u>	<u>\$626.00</u>
<u>Dumbwaiters</u>	<u>\$108.00</u>
<u>Stairway chairlifts, inclined and vertical wheelchair lifts, man lifts</u>	<u>\$164.00</u>

(b) Additional charges for devices equipped with the following features as follows:

<u>Oil buffers (charge per oil buffer)</u>	<u>\$54.00</u>
<u>Counterweight governor and safeties</u>	<u>\$108.00</u>
<u>Auxiliary power generator</u>	<u>\$68.00</u>

(c) Annual fee for inspections at seasonal facilities shall be as follows:

<u>Traction and winding drum elevators:</u>	
<u>1 to 10 floors</u>	<u>\$310.00</u>
<u>Over 10 floors</u>	<u>\$364.00</u>
<u>Hydraulic elevators</u>	<u>\$232.00</u>
<u>Roped hydraulic elevators</u>	<u>\$272.00</u>
<u>Escalators, moving walks</u>	<u>\$436.00</u>
<u>Dumbwaiters</u>	<u>\$108.00</u>
<u>Stairway chairlifts, inclined and vertical wheelchair lifts, man lifts</u>	<u>\$164.00</u>

(d) Additional charges for devices equipped with the following features as follows:

<u>Oil buffers (charge per oil buffer)</u>	<u>\$54.00</u>
<u>Counterweight governor and safeties</u>	<u>\$108.00</u>
<u>Auxiliary power generator</u>	<u>\$68.00</u>

6. Registration Fee.

(a) The initial registration fee for each elevator device in any structure that is not of group R-3, R-4, or R-5, or that is not an exempted structure of group R-2, shall be \$68.00.

(b) A re-registration fee of \$68.00 shall be required for each structure containing one or more elevator devices, upon change of ownership.

h. Annual permit requirements are as follows:

1. The fee to be charged for an annual construction permit shall be charged annually. This fee shall be a flat fee based upon the number of maintenance workers who are employed by the facility, and who are primarily engaged in work that is governed by a subcode. Managers, engineers and clericals shall not be considered maintenance workers for the purpose of establishing the annual construction permit fee. Annual permits may be issued for building/fire protection, electrical and plumbing.

2. Fees for annual permits shall be as follows:

1 to 25 workers, including foremen (fee per worker)

\$667.00

Each additional worker over 25

\$232.00

Prior to the issuance of the annual permit, a training registration fee of \$140.00 per subcode and a list of not more than three individuals to be trained per subcode shall be submitted by the applicant to the Department of Community Affairs, Bureau of Code Services, Education Unit along with a copy of the construction permit (Form F170). Checks shall be made payable to "Treasurer, State of New Jersey." The Department shall register these individuals and notify them of the courses being offered.

i. Hourly charges.

The fee for development wide inspection of homes after the certificate of occupancy ordered pursuant to N.J.A.C. 5:23-2.35 or otherwise shall be:

1. The hourly charge shall be an amount equal to twice the hourly base salary paid to the licensed code official(s) performing the work, or the hourly fees charged to the municipality by a consulting professional contracted to provide such services.

2. The fees, charges, accounting procedures and limits shall be set in accordance with and subjected to N.J.A.C. 5:23-4.17(d) 1-5.

j. Ordinary maintenance and repair:

Any work that is deemed ordinary maintenance or repair pursuant to the regulations and are not subjected to a construction permit shall not be charged.

§ 12-1.4. Fire Limits Established.

The following fire limits are hereby established pursuant to N.J.A.C. 5:23 the boundary lines of the City of Asbury Park.

The Construction Official shall prepare and submit to the City Council biannually, a report reevaluating the delineation of the fire limits. The report shall indicate the recommendations of the Construction Official, the Building Subcode Official, and the Fire Subcode Official regarding those areas which should be designated as within fire limits, with the reasons therefor.

BE IT FURTHER ORDAINED, that all other provisions of Section 12-1 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, 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.

BE IT FURTHER ORDAINED, 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, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-40 which was finally adopted by the City Council at a meeting held on the 21st day of November, 2023

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2023-41**

ORDINANCE OF THE CITY OF ASBURY PARK ESTABLISHING A NEW SECTION 3-11, TO BE KNOWN AS “PUBLIC PARKS,” WITHIN CHAPTER 3, “POLICE REGULATIONS,” OF “THE CODE OF THE CITY OF ASBURY PARK.”

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) believe that establishing the hours of operation for the public parks within the City is in furtherance of the health, safety and welfare of the City’s residents; and

WHEREAS, the within Ordinance is intended to create such regulations.

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

1. That Section 3-11, to be known as “Public Parks,” within Chapter 3, “Police Regulations,” of “The Code of the City of Asbury Park, New Jersey,” is hereby established as follows:

§ 3-11. PUBLIC PARKS.

§ 3-11.1. Definitions.

PUBLIC PARK

Shall mean, for the purposes of this Section, the following public areas within the City:

- a. Atlantic Square Park
- b. Bradley Park
- c. Cannon Park
- d. Fireman’s Park
- e. Kennedy Park
- f. Library Square Park
- g. Merchant’s Square Park
- h. Pocket Playground/Park (Corner of 4th Avenue and Bergh Street)
- i. St. John’s Island
- j. Springwood Park
- k. Sunset Lake Memorial Park
- l. Veterans Park
- m. [Any other public park space not listed above.](#)

For purposes of this Section, the term “public park” shall not be construed to include any area(s) of the public beaches at the Asbury Park beachfront.

§ 3-11.2. Hours of Operation.

- a. With the exception of events which have received a Special Events permit pursuant to § 4-10 of the City Code, or in cases of other supervised and municipally approved activities, the public parks identified in § 3-11.1 above shall be open to the public every day of the year from sunrise to sunset (based upon Eastern Time) and shall be closed to the public at all other times.
- b. No person shall enter or remain in the public parks identified in § 3-11.1 above during the hours that the public parks are closed. This restriction shall not, however, affect the right of the public to use the pathways in and through the public parks for the purpose of travel.
- c. The opening and closing hours of the public parks shall be posted therein for public information.

§ 3-11.3. Enforcement.

This Section shall be enforced by the Asbury Park Police. Failure to comply with any of the provisions set forth in this Section may result in the issuance of a summons.

§ 3-11.4. Violations and Penalties.

Any person who violates any provision of this Section shall, upon conviction thereof, be liable to the penalties provided by Chapter 1, § 1-5, General Penalty, of the Code of the City of Asbury Park, New Jersey.

2. That all other provisions of Chapter 3 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

3. That all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

4. 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.

5. 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, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-41 which was finally adopted by the City Council at a meeting held on the 21st day of November, 2023

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2023-42**

**ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 20, ENTITLED
“ENVIRONMENTAL REGULATIONS,” OF “THE CODE OF THE CITY OF ASBURY
PARK” TO ESTABLISH A NEW SECTION THEREOF, TO BE KNOWN AS “§ 20-5.
PRIVATELY-OWNED SALT STORAGE.”**

WHEREAS, the City of Asbury Park (the “City”) previously established Chapter 20, entitled “Environmental Regulations,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to revise Chapter 20 of the City Code, in order to establish a new section thereof, to be known as “§ 20-5. Privately-Owned Salt Storage,” in accordance with the provisions 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, that Chapter 20, entitled “Environmental Regulations,” of “The Code of the City of Asbury Park,” is hereby amended and supplemented in order to establish a new section thereof, to be known as “§ 20-5. Privately-Owned Salt Storage,” as follows:

§ 20-5. PRIVATELY-OWNED SALT STORAGE.

§ 20-5.1. Purpose.

The purpose of this Section is to prevent stored salt and other solid de-icing materials from being exposed to stormwater.

This Section establishes requirements for the storage of salt and other solid de-icing materials on properties not owned or operated by the municipality (privately-owned), including residences, in the City of Asbury Park to protect the environment, public health, safety and welfare, and to prescribe penalties for failure to comply.

§ 20-5.2. Definitions.

For the purpose of this Section, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Section clearly demonstrates a different meaning. When consistent 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.

DE-ICING MATERIALS

Shall mean any granular or solid material such as melting salt or any other granular solid that assists in the melting of snow.

IMPERVIOUS SURFACE

Shall mean a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

PERMANENT STRUCTURE

Shall mean a permanent building or permanent structure that is anchored to a permanent foundation with an impermeable floor, and that is completely roofed and walled (new structures require a door or other means of sealing the access way from wind driven rainfall).

A fabric frame structure is a permanent structure if it meets the following specifications:

- a. Concrete blocks, jersey barriers or other similar material shall be placed around the interior of the structure to protect the side walls during loading and unloading of de-icing materials;
- b. The design shall prevent stormwater run-on and run through, and the fabric cannot leak;
- c. The structure shall be erected on an impermeable slab;
- d. The structure cannot be open sided; and
- e. The structure shall have a roll up door or other means of sealing the access way from wind driven rainfall.

PERSON

Shall mean any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

RESIDENT

Shall mean a person who resides on a residential property where de-icing material is stored.

STORM DRAIN INLET

Shall mean the point of entry into the storm sewer system.

§ 20-5.3. Deicing Material Storage Requirements.

- a. Temporary outdoor storage of de-icing materials in accordance with the requirements below is allowed between October 15th and April 15th of the year, in accordance with the

following requirements:

1. Loose materials shall be placed on a flat, impervious surface in a manner that prevents stormwater run-through;
 2. Loose materials shall be placed at least 50 feet from surface water bodies, storm drain inlets, ditches and/or other stormwater conveyance channels;
 3. Loose materials shall be maintained in a cone-shaped storage pile. If loading or unloading activities alter the cone-shape during daily activities, tracked materials shall be swept back into the storage pile, and the storage pile shall be reshaped into a cone after use;
 4. Loose materials shall be covered as follows:
 - (a) The cover shall be waterproof, impermeable, and flexible;
 - (b) The cover shall extend to the base of the pile(s);
 - (c) The cover shall be free from holes or tears;
 - (d) The cover shall be secured and weighed down around the perimeter to prevent removal by wind; and
 - (e) Weight shall be placed on the cover(s) in such a way that minimizes the potential of exposure as materials shift and runoff flows down to the base of the pile.
 - (1) Sandbags lashed together with rope or cable and placed uniformly over the flexible cover, or poly-cord nets provide a suitable method. Items that can potentially hold water (e.g., old tires) shall not be used;
 5. Containers must be sealed when not in use; and
 6. The site shall be free of all de-icing materials between April 16th and October 14th.
- b. De-icing materials should be stored in a permanent structure if a suitable storage structure is available. For storage of loose de-icing materials in a permanent structure, such storage may be permanent, and thus not restricted to the time period between October 15th and April 15th.
 - c. All such temporary and/or permanent structures utilized for the storage of de-icing materials must also comply with all other applicable City ordinances, including but not limited to building and land use regulations.

- d. The property owner, or owner of the de-icing materials if different, shall designate a person(s) responsible for operations at the site where these materials are stored outdoors, and who shall document that weekly inspections are conducted to ensure that the conditions of this Section are met. Inspection records shall be kept on site and made available to the municipality upon request.
 1. Residents who operate businesses from their homes that utilize de-icing materials are required to perform weekly inspections.

§ 20-5.4. Exemptions.

Residents may store de-icing materials outside in a solid-walled, closed container that prevents precipitation from entering and exiting the container, and which prevents the de-icing materials from leaking or spilling out. Under these circumstances, weekly inspections are not necessary, but repair or replacement of damaged or inadequate containers shall occur within 2 weeks.

If containerized (in bags or buckets) de-icing materials are stored within a permanent structure, they are not subject to the storage and inspection requirements in § 20-5.3 above. Piles of de-icing materials are not exempt, even if stored in a permanent structure.

This Section does not apply to facilities where the stormwater discharges from de-icing material storage activities are regulated under another NJPDES permit.

§ 20-5.5. Enforcement.

This Section shall be enforced by the Asbury Park Police Department and/or Code Enforcement during the course of ordinary enforcement duties.

§ 20-5.6. Violations and Penalties.

Any person(s) who is found to be in violation of the provisions of this Section shall have 72 hours to complete corrective action. Repeat violations and/or failure to complete corrective action shall, upon conviction, result in penalties as stated in Chapter I, Section 1-5.

BE IT FURTHER ORDAINED, that all other provisions of Chapter 20 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, 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.

BE IT FURTHER ORDAINED, 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, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-42 which was finally adopted by the City Council at a meeting held on the 21st day of November, 2023

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Tuesday, November 21, 2023
REGULAR MEETING

Executive Session - 4:00 p.m.

2023-518 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:04 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

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

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Ahbez-Anderson stated, The only thing that I would like to say to everyone is to wish you all a very happy and safe holiday and to be thankful this holiday is to be with family and friends, people that you love. I hope you all and enjoy, and don't eat too much turkey. Happy Thanksgiving.

Council member Chapman stated, I also want to wish everyone a happy Thanksgiving and to remind everyone that we have some upcoming tree lightings on our calendar. There's a tree lighting in Fireman's Park on Friday, December 1st, there's a tree lighting downtown on Saturday, December 2nd, we have a Kwanzaa celebration on December 9th followed by a tree lighting in Springwood Park on December 9th as well. I hope everyone enjoys their holidays, stay safe.

Council member Clayton stated, I also want to repeat best wishes for a wonderful and warm and happy Thanksgiving with you, your family, and friends.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, I echo everybody else, have a safe and happy Thanksgiving to all.

Matters from City Manager

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

Matters from City Attorney

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

PUBLIC HEARING

Proposed Sewer Connection Fee Increases

City Attorney, Frederick Raffetto and Municipal Auditor, David Gannon conducted a public hearing regarding proposed sewer connection fee increases.

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Samuel Galucci made a comment about the accelerated tax sale, and Lauren made a comment about K. Hovnanian construction staging request.

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

MINUTES

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

1. Municipal Council- Executive Meeting November 8, 2023 3:00 PM
2. Municipal Council - Regular Meeting - Nov 8, 2023 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

- 2023-519 Resolution Approving Special Event Applications
- 2023-520 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 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UEZ 2nd Generation Funds
- 2023-521 Resolution Authorizing Grant Application to Monmouth County for Senior Services
- 2023-522 Resolution to Apply for the American Rescue Plan Firefighter Grant (ARPPFG) FY 2024

INDIVIDUAL RESOLUTIONS

- 2023-523 Resolution Approving Payment of Bills

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

- 2023-524 Resolution To Establish A New Sewer Rate Schedule (Connection Fees) Within The City Of Asbury Park, Pursuant To N.J.S.A. 40A:26A-11 And City Code Section 18-5.6

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

- 2023-514 Resolution of the Mayor and City Council of The City of Asbury Park to Authorize Construction Staging for K. Hovnanian Holdings NJ, LLC on Block 4003, Lot 4 and Block 3901, Lots 2 and 3 for the Development of Property located at Block 4003, Lots 1, 2, and 16 and Block 4003, Lots 12, 13, and 14

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

2023-525 Resolution Approving Change Order #2 for the New Fire Department Headquarters

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

2023-526 Resolution Rescinding Resolution 2023-394, And Authorizing The Use Of Funds Designated For The City Of Asbury Park From The Fiscal Year 2024 Asbury Park Urban Enterprise Zone Fund For The Asbury Park Administration Budget – FY '24

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

2023-528 Resolution Authorizing The City Of Asbury Park To Execute An Estoppel Certificate And Recognition Agreement Relating To The Property Located At 521 Lake Avenue (Block 3105, Lot 4.02)

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

ORDINANCES

Second Reading/Public Hearing

2. Ordinance Of The City Of Asbury Park Amending And Supplementing Section 8-11, Entitled “Rates; Display Of Rates Required,” Of Chapter 8, “Taxicabs, Liveries And Valet Parking,” Of “The Code Of The City Of Asbury Park.”

A motion to open 2023-38 to the public was made by Council member Chapman and seconded by Mayor Moor . All were favor. No members of the public spoke.

A motion to close 2023-38 to the public was made by Mayor Moor and seconded by Council member Chapman . All were in favor.

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

3. Ordinance Of The City Of Asbury Park Amending And Supplementing Section 12-1, Entitled “State Uniform Construction Code Enforcing Agency,” Of

Chapter 12, “Building And Construction,” Of “The Code Of The City Of Asbury Park.”

A motion to open 2023-40 to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2023-40 to the public was made by Mayor Moor and seconded by Council member Chapman . All were in favor.

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

4. Ordinance Of The City Of Asbury Park Establishing A New Section 3-11, To Be Known As “Public Parks,” Within Chapter 3, “Police Regulations,” Of “The Code Of The City Of Asbury Park.”

A motion to open 2023-41 to the public was made by Council member Ahbez-Anderson and seconded by Council member Clayton. All were favor. No members of the public spoke.

A motion to close 2023-41 to the public was made by Mayor Moor and seconded by Council member Chapman . All were in favor.

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

5. Ordinance Amending And Supplementing Chapter 20, Entitled “Environmental Regulations,” Of “The Code Of The City Of Asbury Park” To Establish A New Section Thereof, To Be Known As “§ 20-5. Privately-Owned Salt Storage.”

A motion to open 2023-42 to the public was made by Council member Clayton and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2023-42 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 6:27 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 6:27 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk