



Agenda
Meeting of the Municipal Council
Wednesday, December 11, 2024
REGULAR MEETING 6:00 PM

I. Executive Session - 3:00 p.m.

2024-501 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. SHN Festivals, LLC - Use and License Agreement
2. Purchase and Sale of Home Plate Properties - Asbury Park Housing Authority
3. Boardwalk Restoration Fund Sub Grant Agreement -City of Asbury Park and Madison Asbury Retail, LLC
4. Garbage and Recycling Contract
5. Fiori Paving Contract - Sidewalk Improvements on Asbury Avenue
6. Financial Agreement for The Delta, Block 4308, Lots 1-8
7. Shuttle Program Proposal
8. NJ Neighborhood Revitalization Tax Credit Program Proposal

B. Litigation

1. Steinbach Liquor License, LLC vs. City of Asbury Park

C. 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 22, 2024, 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

1. City of Asbury Park 2025 Reassessment Summary Presentation
2. Presentation by The Crossroads at Asbury Park, LLC for potential redevelopment of 705 Second Avenue; Block 2703, Lot 3 (the former Holy Spirit Church)

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting November 26, 2024 4:00 PM
- Municipal Council - Regular Meeting - Nov 26, 2024 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.

2024-502 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 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Senior Center Grant Additional Funds \$1,000.00

2024-503 Resolution to Refund Overpaid Municipal Charges for Various Properties

2024-504 Resolution To Prorate And Cancel Taxes For Block 4201 Lot 4.01

2024-505 Resolution Approving Special Event Applications

D. Individual Resolutions

2024-506 Resolution Approving Payment of Bills

2024-507 Resolution Providing for 2025 Temporary Budget Appropriations

2024-508 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2024 Budget

2024-509 Resolution Authorizing Change to Tax Collector Change Fund

- 2024-510 Resolution Authorizing the Purchase of Natural Gas Supply Service for Public Use on an Online Auction Website
- 2024-511 Resolution Authorizing the Repairs Needed to the John Deere Front End Loader at the Department of Public Works
- 2024-512 Resolution Authorizing the Annual Renewal of the Nixel Notification System for the Police Department
- 2024-513 Resolution Authorizing Purchase of Spare Parking Kiosk Parts Needed for Transportation
- 2024-514 Resolution Authorizing the Purchase of Rescue Equipment known as the Jaws of Life for the Fire Department
- 2024-515 Resolution Approving Change Order #6 for the New Fire Department Headquarters
- 2024-518 Resolution of The Mayor And City Council Of Asbury Park Authorizing The City Of Asbury Park To Enter Into A Subsequent Developer Agreement With Asbury Partners, LLC And Asbury Redeveloper, LLC Regarding Residential Development On Block 4302, Lot 2 (201-203 Eighth Avenue) And Referring The Matter To The Planning Board For Appropriate Approvals
- 2024-519 Resolution Authorizing Federal Aid Cost Reimbursement Agreement Between the City of Asbury Park and The New Jersey Department of Transportation for Construction of the TAP SR71 Main Street Streetscape Project
- 2024-520 Resolution of The Mayor And Council Of The City Of Asbury Park, Approving A Pilot Agreement With Asbury Park Gardens Preservation, LLC For The Vita Gardens Apartment Complex And Stephen Manor at 120 Monmouth Avenue (Block 1202, Lot 1 and Block 1204, Lot 1)
- 2024-521 Resolution Scheduling The City's 2025 Reorganization Meeting For January 15, 2025
- 2024-499 Resolution Authorizing a Professional Services Contract with T&M Associates for Design, Contract Administration and Inspection of Traffic Signal Installation at Grand and Sunset Avenues

E. Ordinances

i. Introduction

- 2024-32 2024 Transportation Update Ordinance

F. Adjournment

**RESOLUTION NO. 2024-501****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 December 11, 2024 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. SHN Festivals, LLC - Use and License Agreement
2. Purchase and Sale of Home Plate Properties - Asbury Park Housing Authority
3. Boardwalk Restoration Fund Sub Grant Agreement -City of Asbury Park and Madison Asbury Retail, LLC
4. Garbage and Recycling Contract
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7. Shuttle Program Proposal
8. NJ Neighborhood Revitalization Tax Credit Program Proposal

B. Litigation:

1. Steinbach Liquor License, LLC vs. City of Asbury Park

C. Attorney-Client Privilege:

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

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK

2025 REASSESSMENT SUMMARY

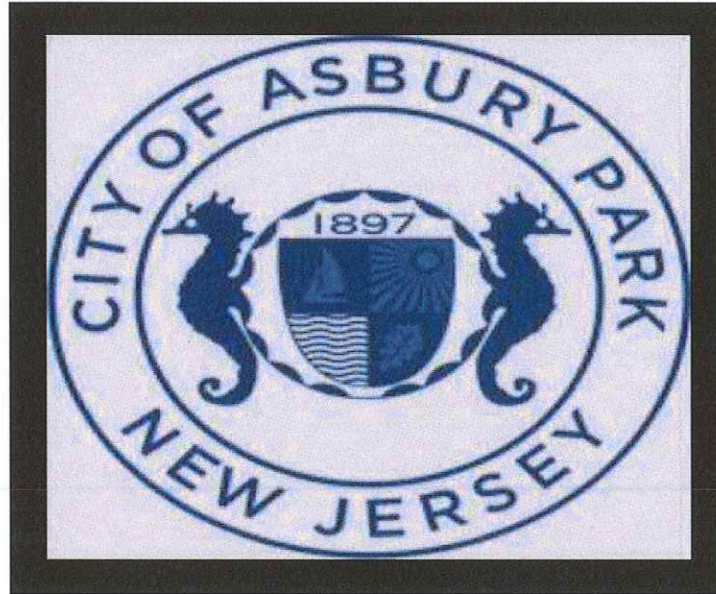


Table of Contents

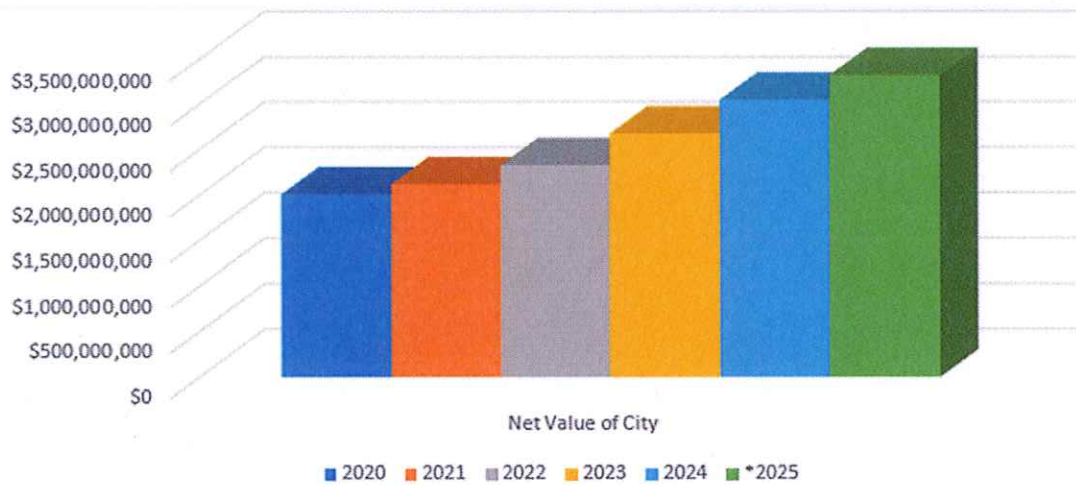
- Net Valuation.....1
- Avg Residential Assessment.....2
- Home Value Index.....3
- Housing Inventory.....4
- Mortgage Rate Survey.....5
- Average Sales Price.....6
- Sales Map.....7
- Inspection Cycle.....8-9
- Assessment Change Review.....10
- Tax Levy.....11-13
- School & Municipal Taxes.....14-15



CITY OF ASBURY PARK 2025 REASSESSMENT SUMMARY

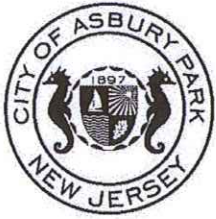
The 2025 net value for the City of Asbury Park has increased by 9.02% from the prior year.

Asbury Park Value 2020-2025



Year	Net Value of City	Diff from prior year	% Diff from prior year
2020	\$2,010,280,000		
2021	\$2,123,021,910	\$112,741,910	5.61%
2022	\$2,331,404,980	\$208,383,070	9.82%
2023	\$2,679,737,380	\$348,332,400	14.94%
2024	\$3,052,187,280	\$372,449,900	13.90%
*2025	\$3,327,368,100	\$275,180,820	9.02%

(*2025 preliminary total)



CITY OF ASBURY PARK 2025 REASSESSMENT SUMMARY

The real estate market remains strong. Per Zillow data, the average New Jersey home value is \$535,982, up 8.4% YOY.

The 2025 average home value in Asbury Park sits well above the State average at \$638,483.





CITY OF ASBURY PARK 2025 REASSESSMENT SUMMARY

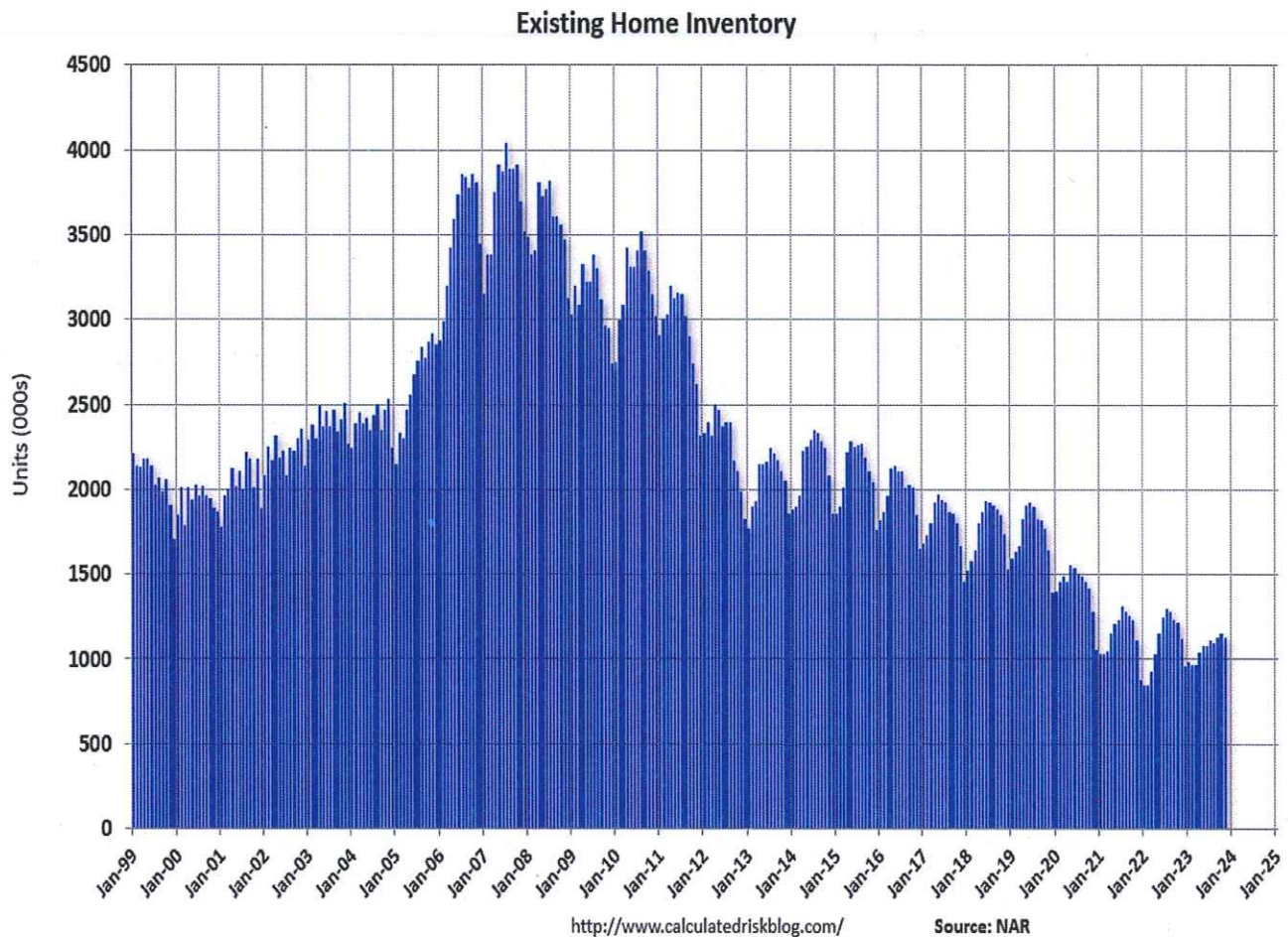
As displayed in the Zillow Home Value index below, post Covid home values have experienced substantial price appreciation.





CITY OF ASBURY PARK 2025 REASSESSMENT SUMMARY

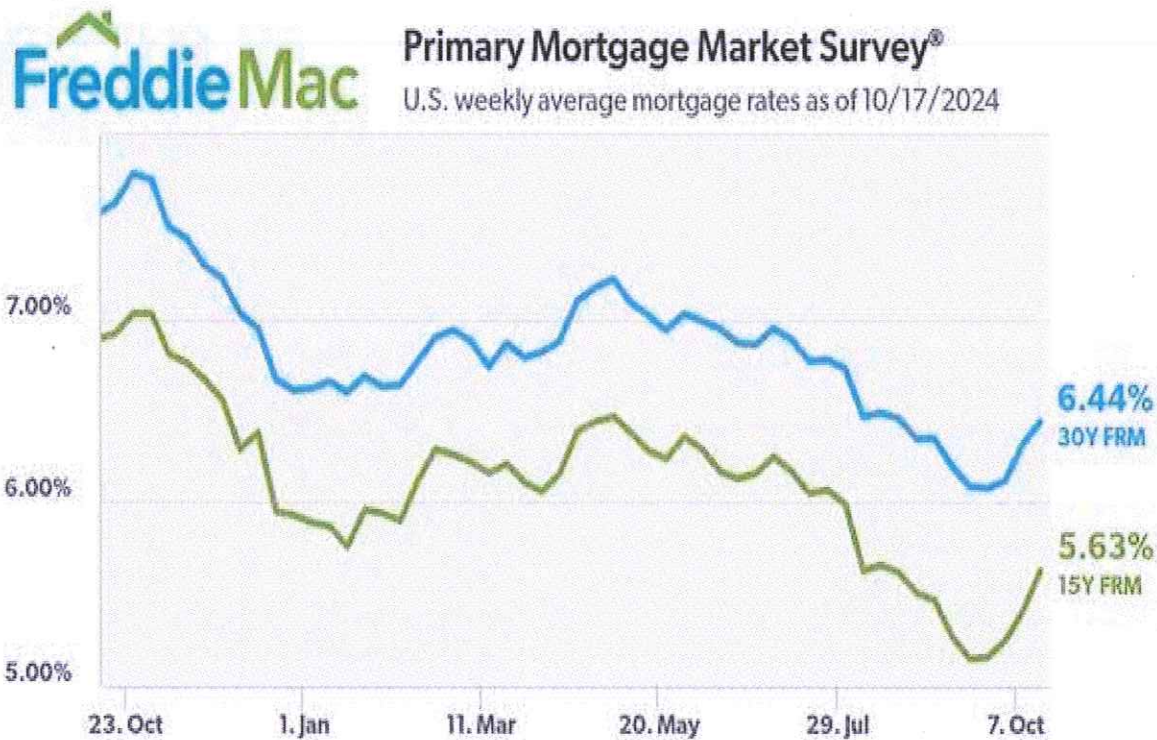
While appreciation has normalized to some extent, continued low supply of housing inventory supports elevated home prices.





CITY OF ASBURY PARK 2025 REASSESSMENT SUMMARY

Mortgage rates declined in the second half of 2024 before rising slightly through October.



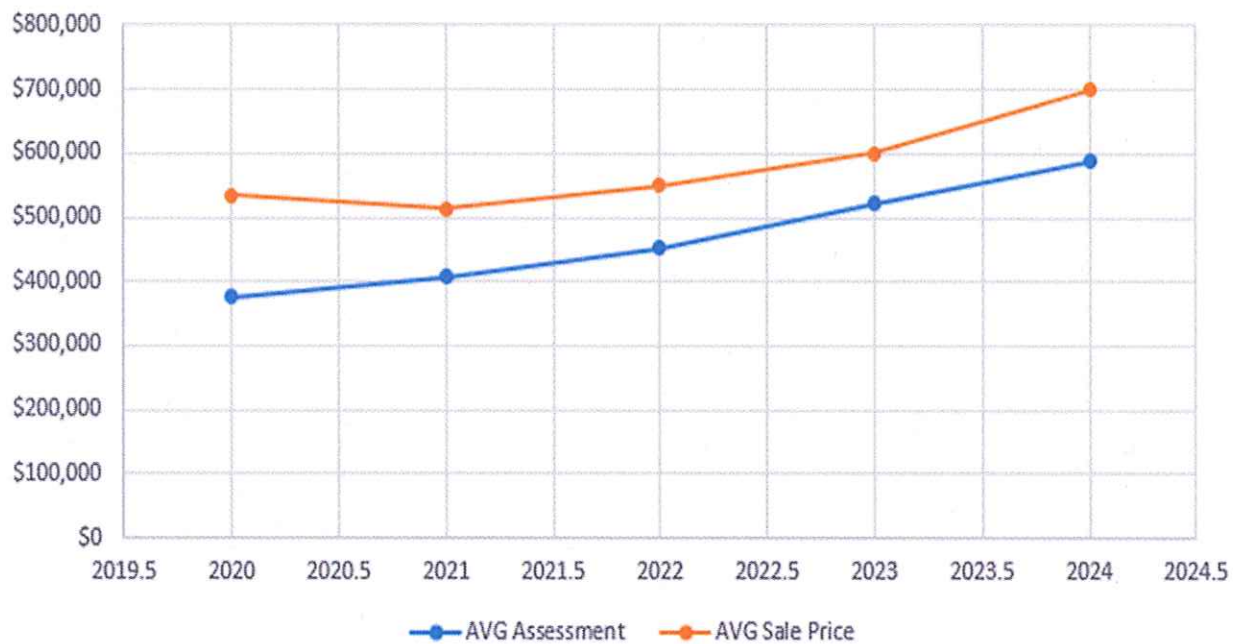


CITY OF ASBURY PARK 2025 REASSESSMENT SUMMARY

Limited housing stock has counter balanced the impact of the higher interest rates of 2023 and 2024, helping to keep price points elevated.

Below, average assessed values are trending with the average sales price.

Asbury Park Assessment vs Sale Trend





CITY OF ASBURY PARK 2025 REASSESSMENT SUMMARY

There were 231 usable sales from January 1, 2023 through November 1, 2024.



Colored dot correlates with sales ratio: Red >105%, Blue 95%-105%, Green <95%



CITY OF ASBURY PARK 2025 REASSESSMENT SUMMARY

The goal of the assessment function is to distribute the tax levy fairly through market value assessments. Collecting data on homes through the annual inspection cycle helps to improve the accuracy of those assessments.

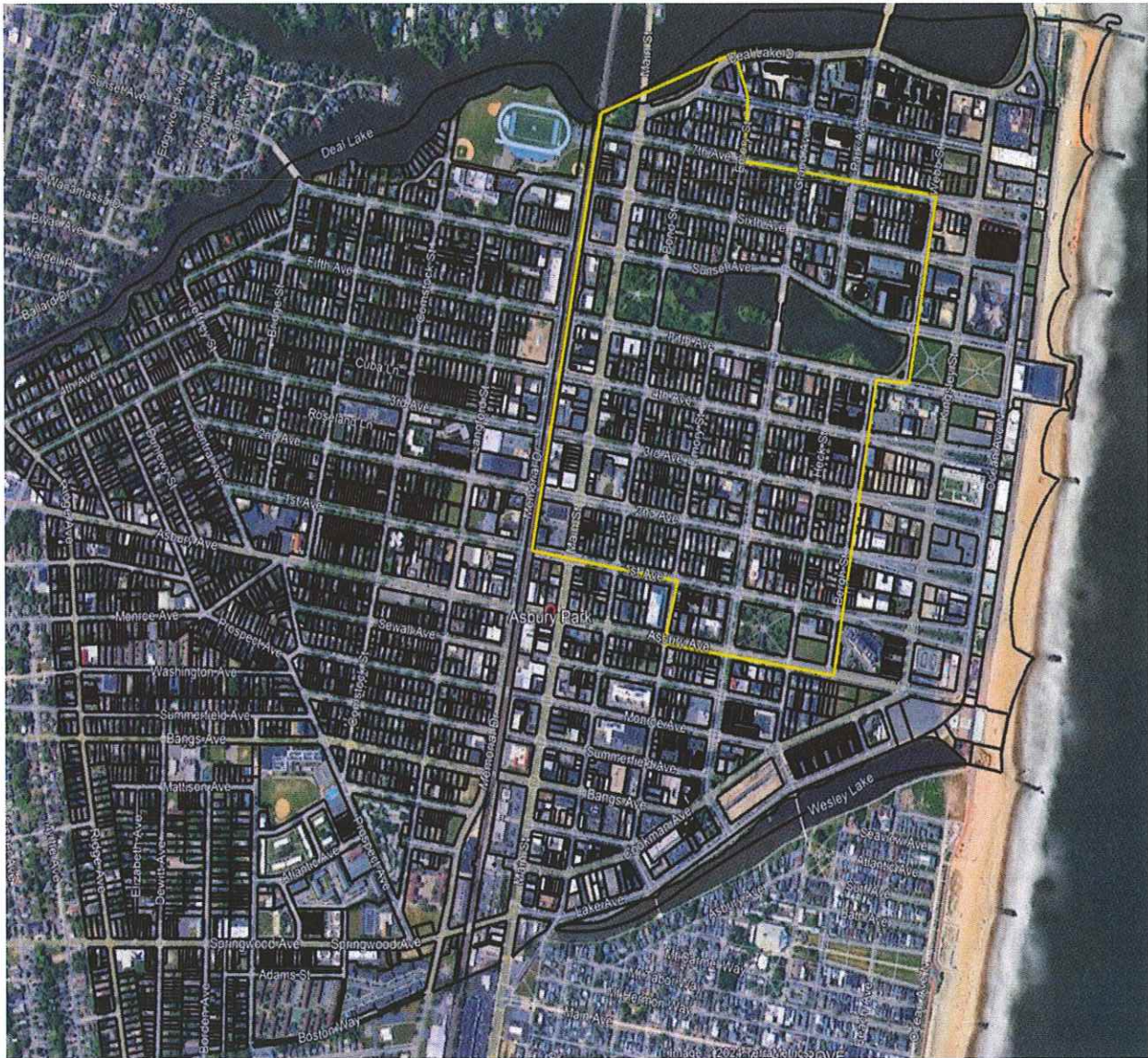
City of Asbury Park Inspection Schedule

	Year	Completed
First Cycle Complete	2014	20%
	2015	20%
	2016	20%
	2017	20%
	2018	20%
Idle	2019	0%
Second Cycle Complete	2020	25%
	2021	25%
	2022	25%
	2023	25%
Third Cycle Ongoing	2024	20%
	2025	20% Pending
	2026	20% Pending
	2027	20% Pending
	2028	20% Pending



CITY OF ASBURY PARK 2025 REASSESSMENT SUMMARY

2024 CITY OF ASBURY PARK INSPECTION ZONE



Yellow border for 2024 inspection zone.



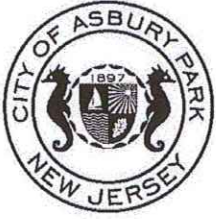
CITY OF ASBURY PARK 2025 REASSESSMENT SUMMARY

The City aggregate value increased by 9.02% from 2024. But individual assessment changes will vary. Inspections, permits, sales, demos, and reassessment modeling will all have an impact on property value.

Assessment Change Review

PRC Ratio for Municipality: Asbury Park City	Property Class: VACANT LAND, RESIDENTIAL PROPERTY (1 - 4 FAMILY), FARM (HOUSE), FARM (QUALIFIED), COMMERCIAL, INDUSTRIAL, APARTMENT	Judgments Removed
VCS : ALL	Style : ALL	Neighborhood : ALL
Added Assessments : Removed	0 IMP Last year & PRC IMP > 1: Removed	

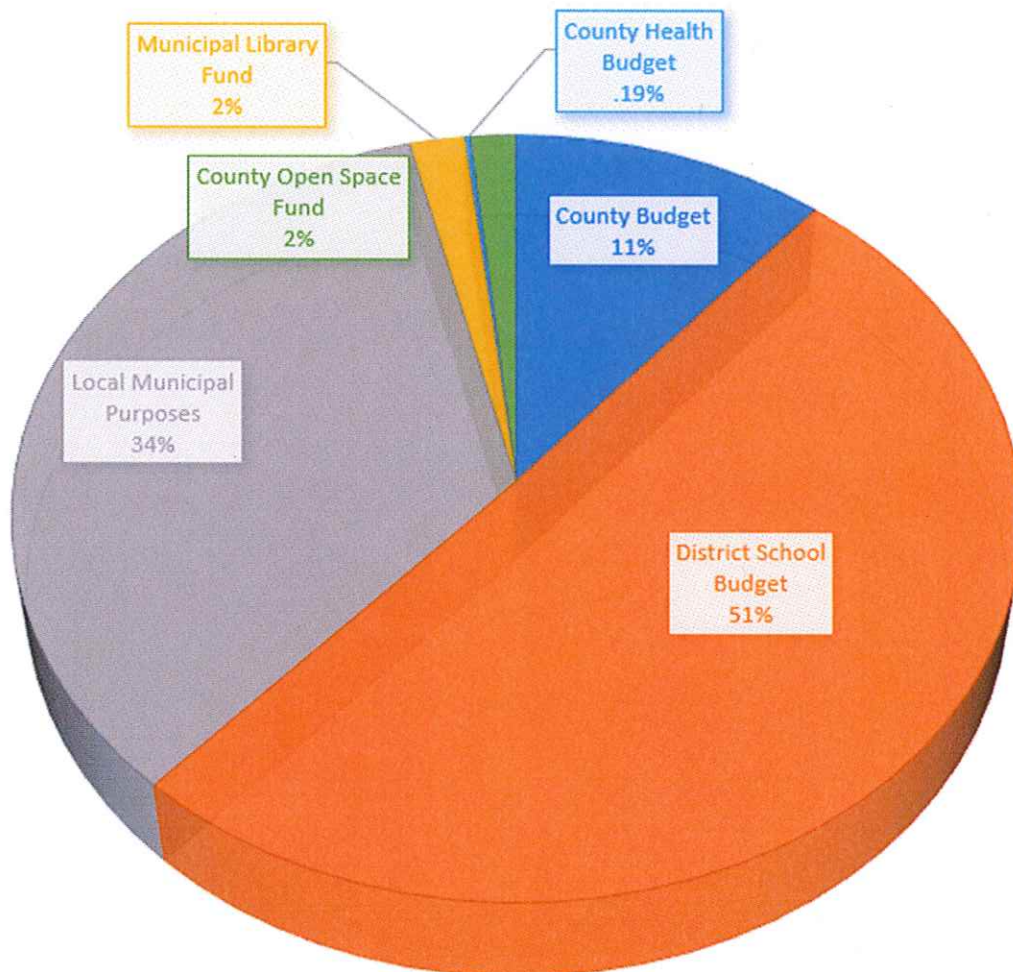
Change Bucket	# Properties	% Change
A. Decrease: 15% and Over	8	0.18%
B. Decrease: 10-15%	6	0.13%
C. Decrease 5-10%	89	1.96%
D. Decrease: 2-5%	62	1.37%
E. Decrease: 0-2%	38	0.84%
F. No Change	153	3.38%
G. Increase 0-2%	295	6.51%
H. Increase: 2-5%	1044	23.04%
I. Increase: 5-10%	1855	40.93%
J. Increase: 10-15%	603	13.31%
K. Increase 15%+	350	7.72%
#DIV/0!	29	0.64%
Grand Total	4532	100.00%



CITY OF ASBURY PARK 2025 REASSESSMENT SUMMARY

In New Jersey, property taxes are collected to satisfy the tax levy. The tax levy is comprised of several components, each with their own operating budget.

2024 TAX LEVY DISTRIBUTION





CITY OF ASBURY PARK

2025 REASSESSMENT

SUMMARY

The 2024 Tax Levy for Asbury Park was \$48,269,747.

Monmouth County Board of Taxation			
2024 General Tax Rate Certification Schedule			
City of Asbury Park Tax Levy	Amount	Rate per \$1	Percent
County Budget	\$5,337,563.69	0.175	11.06%
County Library Budget			
District School Budget	\$24,433,610.00	0.801	50.63%
Regional School Budget			
Local Municipal Purposes	\$16,679,471.71	0.546	34.51%
Municipal Open Space Fund			
Municipal Library Fund	\$933,380.00	0.031	1.96%
County Health Budget	\$100,283.84	0.003	0.19%
County Open Space Fund	\$785,438.73	0.026	1.64%
Total Tax Levy on which Tax Rate is Computed	\$48,269,747.97		
Net Valuation Taxable	\$3,052,187,280		



CITY OF ASBURY PARK

2025 REASSESSMENT

SUMMARY

The tax levy will change annually based upon the requirement of operating costs.

Tax Levy Component	2023 Tax Levy	2024 Tax Levy	23-24 Diff	23-24 % Diff
County Budget	\$4,905,784.01	\$5,337,563.69	\$431,779.68	8.80%
District School Budget	\$18,811,942.00	\$24,433,610	\$5,621,668.00	29.88%
Local Municipal Purposes	\$16,066,219.29	\$16,679,471.71	\$613,252.42	3.82%
Municipal Library Budget	\$827,707.12	\$933,380	\$105,672.88	12.77%
County Health Budget	\$97,712.15	\$100,283.84	\$2,571.69	2.63%
County Open Space Fund	\$695,030.52	\$785,438.73	\$90,408.21	13.01%
Total Tax Levy	\$41,404,395.09	\$48,269,747.97	\$6,865,352.88	16.58%

The Board of Education District School Budget continues to be impacted by the S2 legislation, which redistributed State-Aid to all New Jersey school districts. Approximately 82% of the total tax levy increase for 2024 is attributed to the increase in the District School Budget.

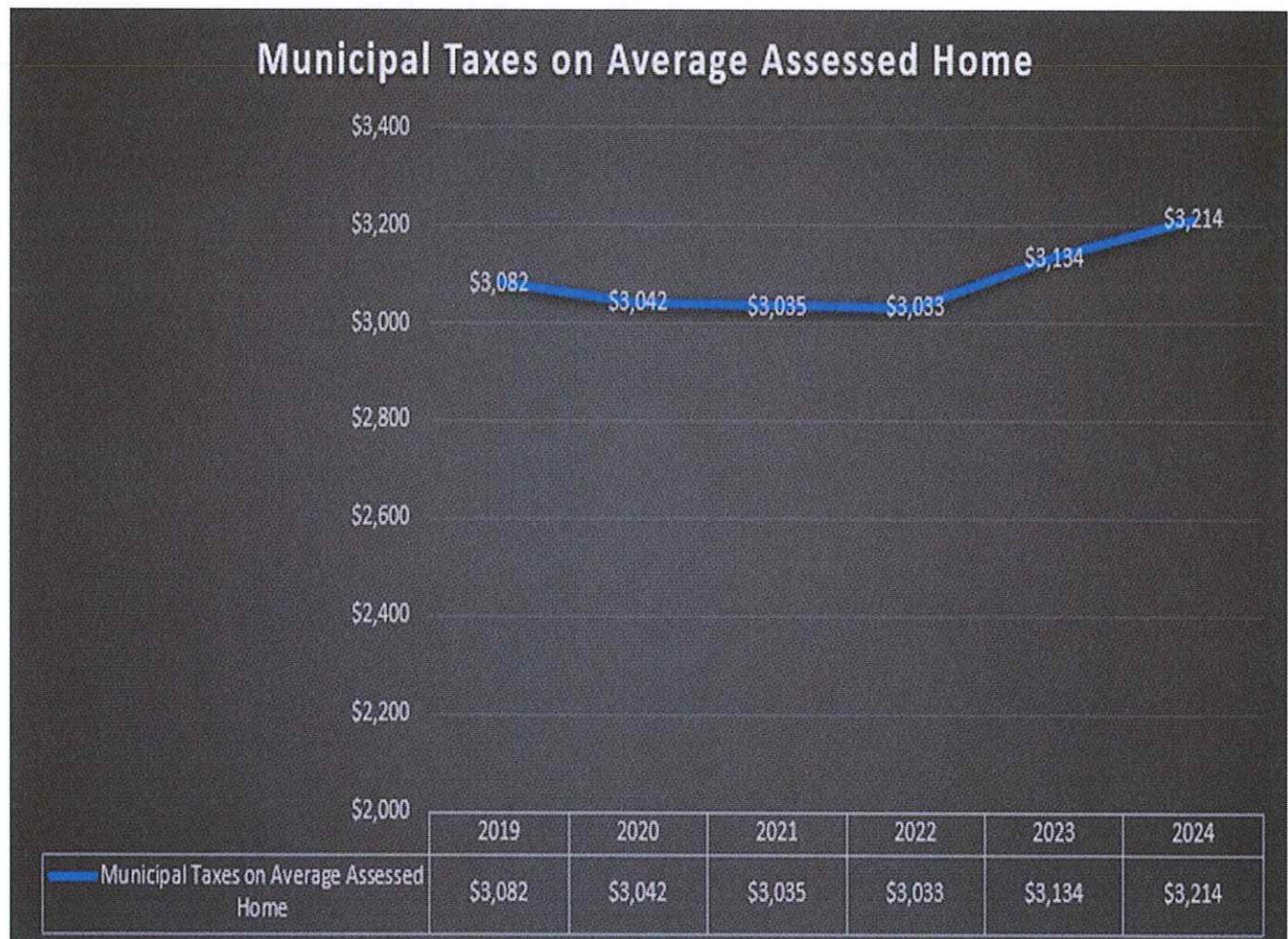


CITY OF ASBURY PARK

2025 REASSESSMENT

SUMMARY

The municipal taxes on the averaged assessed home in 2019 were \$3,082, rising to \$3,214 in 2024, totaling a five-year increase of \$132.



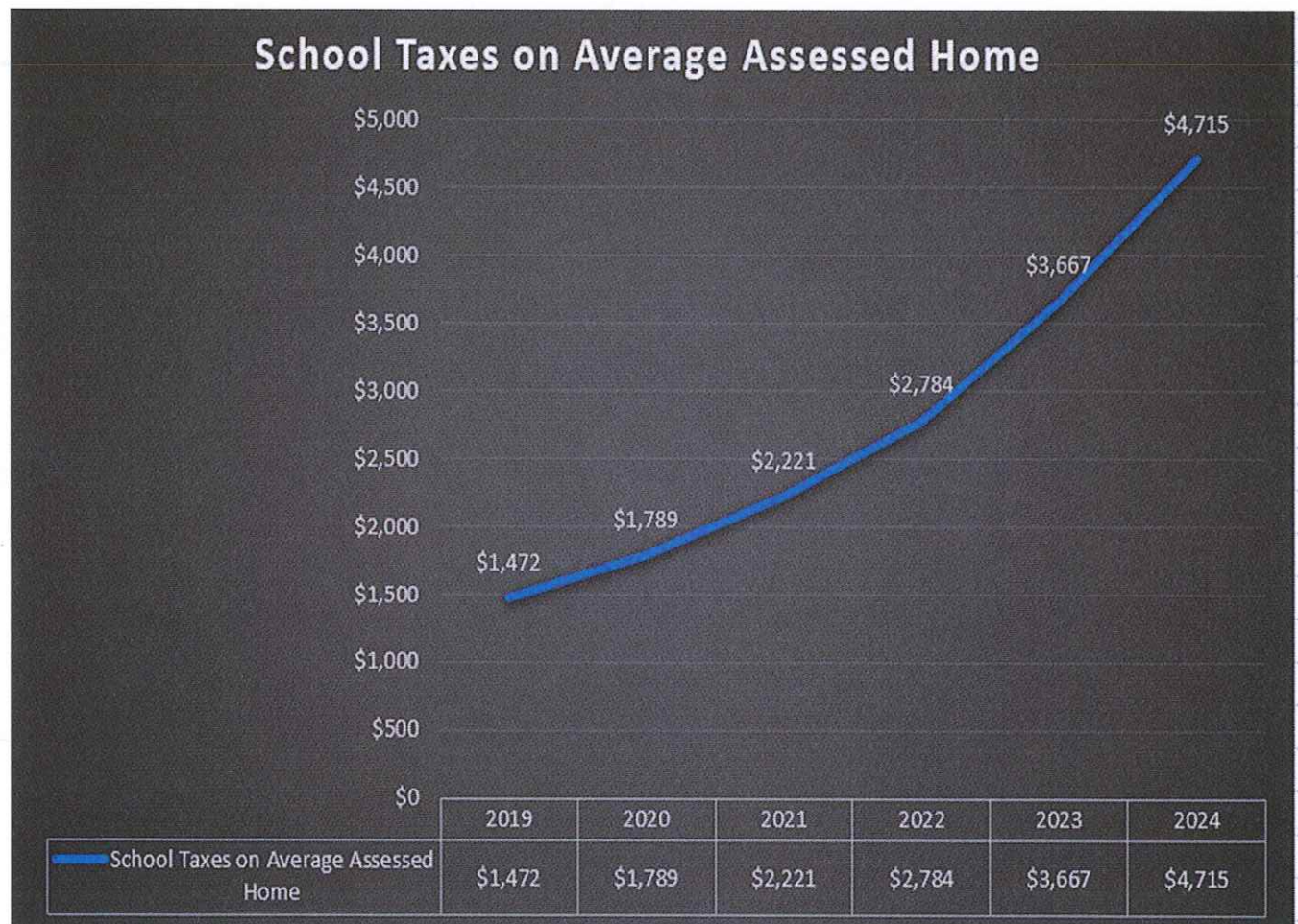


CITY OF ASBURY PARK

2025 REASSESSMENT

SUMMARY

The school taxes on the average assessed home in 2019 were \$1,472, rising to \$4,715 in 2024, totaling a five-year increase of \$3,243.





CITY OF ASBURY PARK 2025 REASSESSMENT SUMMARY

In summary, Asbury Park is a dynamic market influenced by both local and national trends. As commercial and residential development boosts the city's appeal, property values continue to rise. However, the future remains uncertain. With market stability challenged by rising mortgage rates and increasing property taxes, only municipalities that conduct annual reassessments can effectively manage these shifts. Given a tax levy of over \$48 million, accurate market value assessments are essential for fair and equitable tax distribution.

For questions, please contact City Tax Assessor Michael Del Re
at 732-502-5750 or michael.delre@cityofasburypark.com.



John Barree, PP, AICP
 Heyer, Gruel & Associates
 236 Broad Street
 Red Bank, NJ 07701

November 27, 2024

Michelle Alonso, AICP, PP
 Director of Planning and Redevelopment
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, NJ 07712

RE: The Crossroads at Asbury Park, LLC - 705 2nd Avenue Updated Concept Proposal

Dear Ms. Alonso:

The Crossroads at Asbury Park, LLC (the "Applicant") previously appeared before the Mayor and Council at a noticed public concept review meeting on February 14, 2024. Following that meeting, the Applicant revised the concept and conducted several virtual meetings and calls with city professionals to review the project parameters.

At this time, the Applicant is submitting this project description, attached presentation, and parking study memorandum for consideration by the Mayor and Council at their meeting on December 11, 2024. The following documents are attached:

- Presentation consisting of 20 sheets that includes conceptual architectural plans prepared by MODE architects, dated December 11, 2024.
- Parking Assessment Report prepared by Stonefield Engineering, dated November 25, 2024.

Residential Building Design, Unit Mix and Affordability

- The proposed project consists of a 7 story residential building that includes 90 total residential units, 74 parking spaces, bicycle storage space, a gym, pool deck, and other tenant amenities. The bedroom mix is anticipated to be:
 - 46 One-Bedroom (750 – 950 SF)
 - 28 Two-Bedroom (900 – 1,180 SF)
 - 16 Three-Bedroom – 4 with lofts (1,150 SF+)
- The Building height has been reduced from the previous proposal of 98 feet to the roof deck and 113 feet to the tallest bulkhead to 83 feet to the roof deck and 98 feet to the tallest bulkhead.
- Of the 90 units, 18 units (20%) will be income restricted.
 - The Applicant reviewed several development and financial scenarios with City professionals and determined that there are two options that are financially feasible and provide different mixes of affordability while committing 20% of the units (18 units) to income restricted housing:



- Scenario 1:
 - 6 affordable units (bedroom mix per UHAC, subject to review)
 - 1 very-low income 1 bedroom unit
 - 1 low income 2 bedroom unit
 - 1 low income 3 bedroom unit
 - 2 moderate income 2 bedroom units
 - 1 moderate income 3 bedroom unit
 - 12 middle income units
 - 10 1 bedroom
 - 2 2 bedroom
- Scenario 2:
 - 9 affordable units
 - 1 moderate income 1 bedroom unit
 - 6 moderate income 2 bedroom units
 - 2 moderate income 3 bedroom units
 - 9 middle income units
 - 8 1 bedroom
 - 1 2 bedroom
- In either case, 20% of the project would consist of income restricted units with below market rate rents for households at different affordability levels. In either case, the affordable and middle income units provide a more diverse and inclusive housing outcome for the City than the “negative 6” affordable units that would result from the subdivision and construction of high-end new single-family homes.
- The Applicant recognizes that housing affordability is of vital importance to the City. The team has made every effort to achieve a 20% set-aside of income restricted units for the project and is confident either of the two scenarios included here can work.
- The Applicant is committed to making this project happen – it has spent a significant amount of time and resources to explore every possible avenue for redeveloping the site while preserving the church building and providing 20% of the residential units in income-restricted bands. The alternative to the proposed redevelopment project remains the demolition of the church, perfection of the approved six lot subdivision, and construction of six new single-family homes.
- From an affordability standpoint, the construction of six new homes that are likely to be marketed in the \$3 Million range each based on the current market and recent comparable sales, would be a setback for the City. No income restricted, middle income, workforce, or affordable units would be constructed. The new units would set a market for a type of housing that is not widely offered in the City today and could exacerbate a trend of speculation, tear-downs, and new construction, which could have a cascading effect on

the City's housing market. This alternative may very well be more financially beneficial to the Applicant, but the Applicant is committed to Asbury Park and would prefer to undertake the church redevelopment project.

Church Use and Parking Demand

The Applicant has prioritized the adaptive reuse of Holy Spirit Church for a mix of uses that prioritize local arts, culture, and businesses in Asbury Park. In response to feedback and concerns about parking at peak times, the current proposal removes the previously proposed theater from the basement of the Church and adds additional flexible office square footage in its place.

The church uses consist of:

- 50 seat café/restaurant
- 5,825 square feet of artist marketspace
- 8,908 square feet of flexible office space

Even with the theater removed from the project, the Applicant is committed to prioritizing the arts, culture, local non-profit organizations, educational activities, and local businesses in the church space. As part of the updated proposal, the Applicant is willing to include provisions in a future redevelopment agreement that provide advance marketing / priority leasing of space to local businesses, non-profit groups, artists, and any others that the City would like to prioritize.

A parking report prepared by Stonefield Engineering is included with the proposal.

Financial Analysis

- From a financial perspective, a PILOT with the following basic structure can work for the project under either of the 20% income restricted scenarios identified above:
 - 10% annual service charge years 1-10
 - 10.5% ASC years 11-15
 - 11% ASC years 16-20
 - 11.5% ASC years 21-25
 - 12% ASC years 26-30
- Based on a slight modification to the analysis previously reviewed by city professionals to reflect diminished revenues under the new unit mix, it is anticipated that the revenue to the City at stabilization would be in the range of \$330,000 a year. The PILOT revenue would likely be similar to, or perhaps exceed, the overall tax bill for the alternative 6 single-family homes.

Conclusion

- The Applicant has approvals to build 6 single-family homes, which would involve the demolition of the church and a significant change to the longtime landscape of the city at the corner of 2nd Avenue and Bond Street.
- The Applicant has worked closely with the City's professionals to revise the development concept and address concerns raised at the February 14, 2024 public meeting and relayed in correspondence since then.



- The Applicant believes that the project provides a valuable mix of residential and non-residential uses, income restricted units, preservation of the Holy Spirit church building that has been part of the community fabric for well over 100 years, and a fiscal benefit to the city.
- The Applicant respectfully requests that the City consider this presentation on December 11, 2024 with the goal of moving forward with the redevelopment process as soon as possible at a subsequent Council meeting.

The applicant looks forward to the meeting on December 11. If you have any questions in the interim, please let us know so we can be prepared to provide as comprehensive a response as possible.

Sincerely,

John Barree, PP, AICP

CC: Beth McManus, PP, AICP
Joseph Hanna
Ozzy Yaseen
Thomas Prol, Esq
Matthew Posada, Esq
John Corak, PE
Jason Hanrahan, RA





Holy Spirit Church

Redevelopment Concept Proposal

The Crossroads at Asbury
Park

Project Background – Holy Spirit Church

- Vision for the preservation and reuse of the Holy Spirit Church (705 2nd Avenue – the corner of 2nd Ave. and Bond St.)
- Continuation of the public conversation about the church's future and additional development that can make it possible to save the church building.
- Meeting was held on February 14, 2024 and the project has evolved since then.



2.2.a

Attachment: Holy Spirit Submission 11-27-24 (2024-116 : Presentation by The Crossroads

Purpose of the Meeting

- **Review changes since February**– the team has revised the project to address the comments raised during the February meeting and in discussions with the city’s professional since then.
- **Understand the path forward to save the Holy Spirit Church building.** The team has approval to construct 6 single-family residences (all the zoning rules allow right now) but would prefer the project presented this evening, which will contribute more to the City.
- **Guidance from the Council** on whether the city is willing to pursue the redevelopment process as an alternative to the current approval. No action will be taken tonight.
- **Request consideration of a PILOT to facilitate the future redevelopment project** – adaptively reusing the church and the provision of affordable housing will only be possible if the City is able to use the financial incentive tools offered by the redevelopment law. The team has vetted the project financials with the City and believes there is a path forward.

Changes Since February

- Residential building height reduction from 98 feet at the roof deck to 83 feet at the roof deck
 - Remove 1 floor of parking
 - Move pool to 2nd residential floor with screening
- Replace theater concept in the church lower level with additional flexible office space
- Increase number of income restricted units from 15 to 18 (20% of total units)
- Review financial analysis with the City's professionals and modify the PILOT request

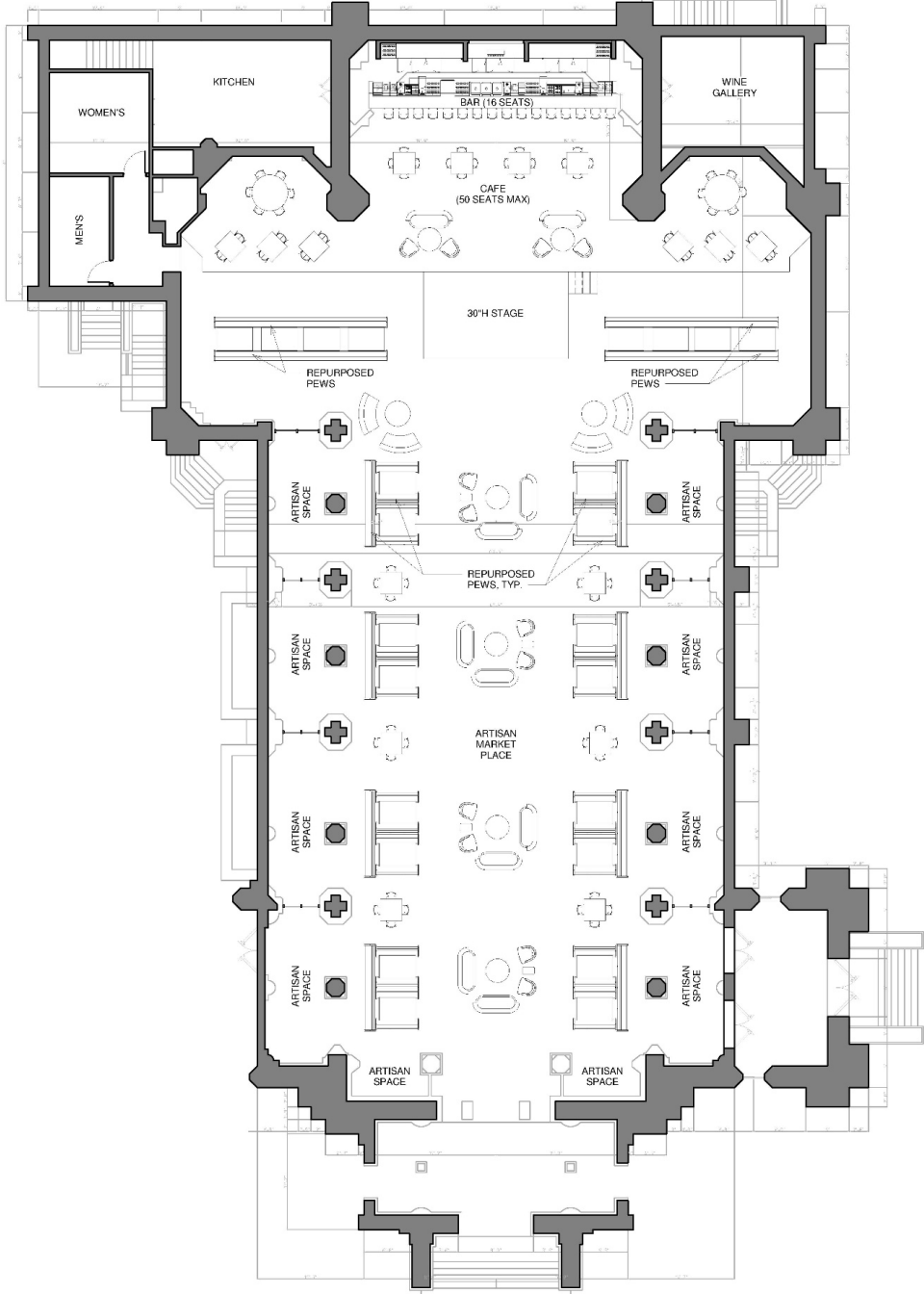


Attachment: Holy Spirit Submission 11-27-24 (2024-116 : Presentation by The Crossroads



2.2.a

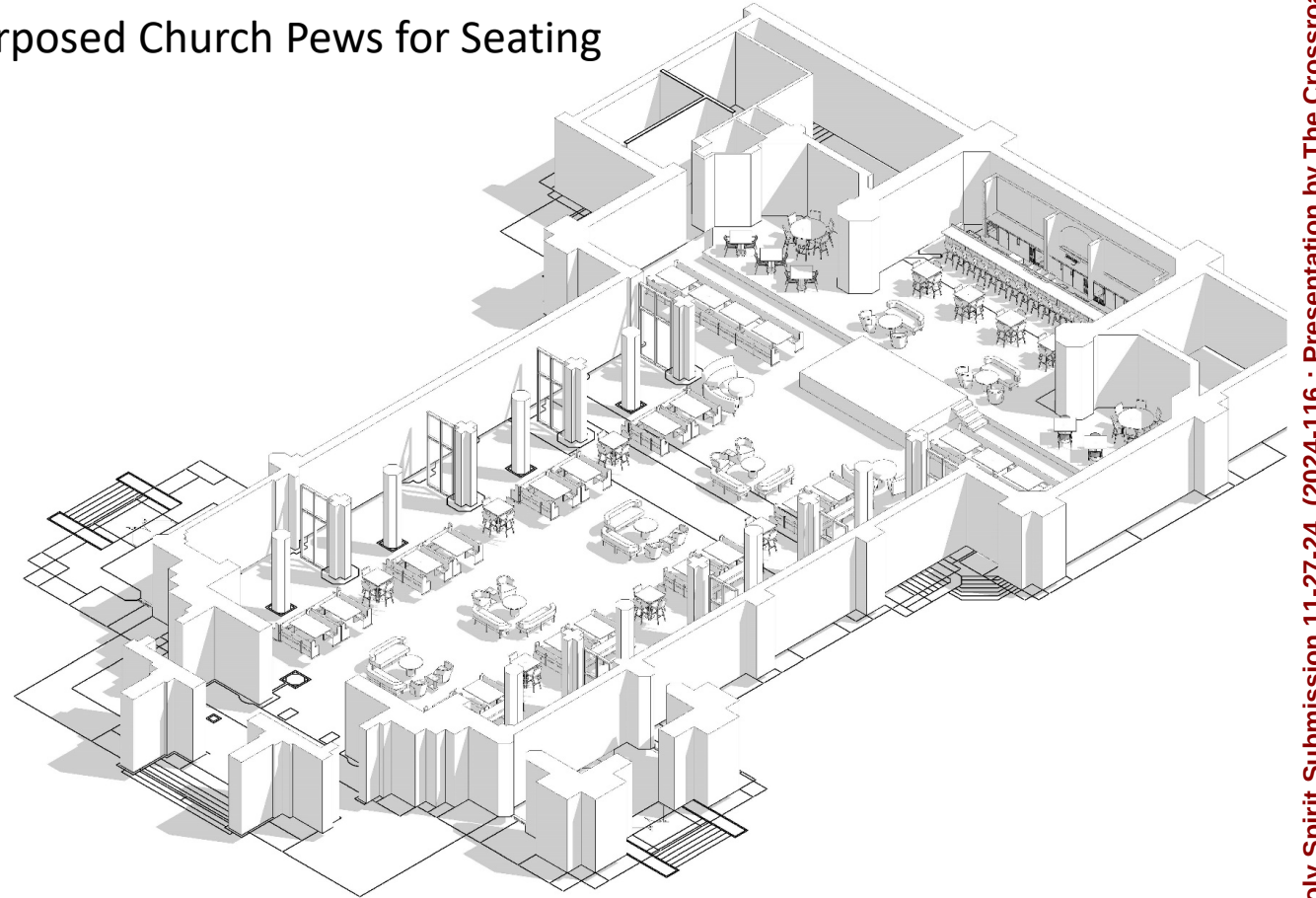
Attachment: Holy Spirit Submission 11-27-24 (2024-116 : Presentation by The Crossroads



- Café – +/-50 Seats
- Artisan Workspaces – 10 spaces
- Stage
- Repurposed Church Pews for Seating

Ground Floor

2.2.a



2 Level 1 Axonometric

Ground Floor

2.2.a



Attachment: Holy Spirit Submission 11-27-24 (2024-116 : Presentation by The Crossroads

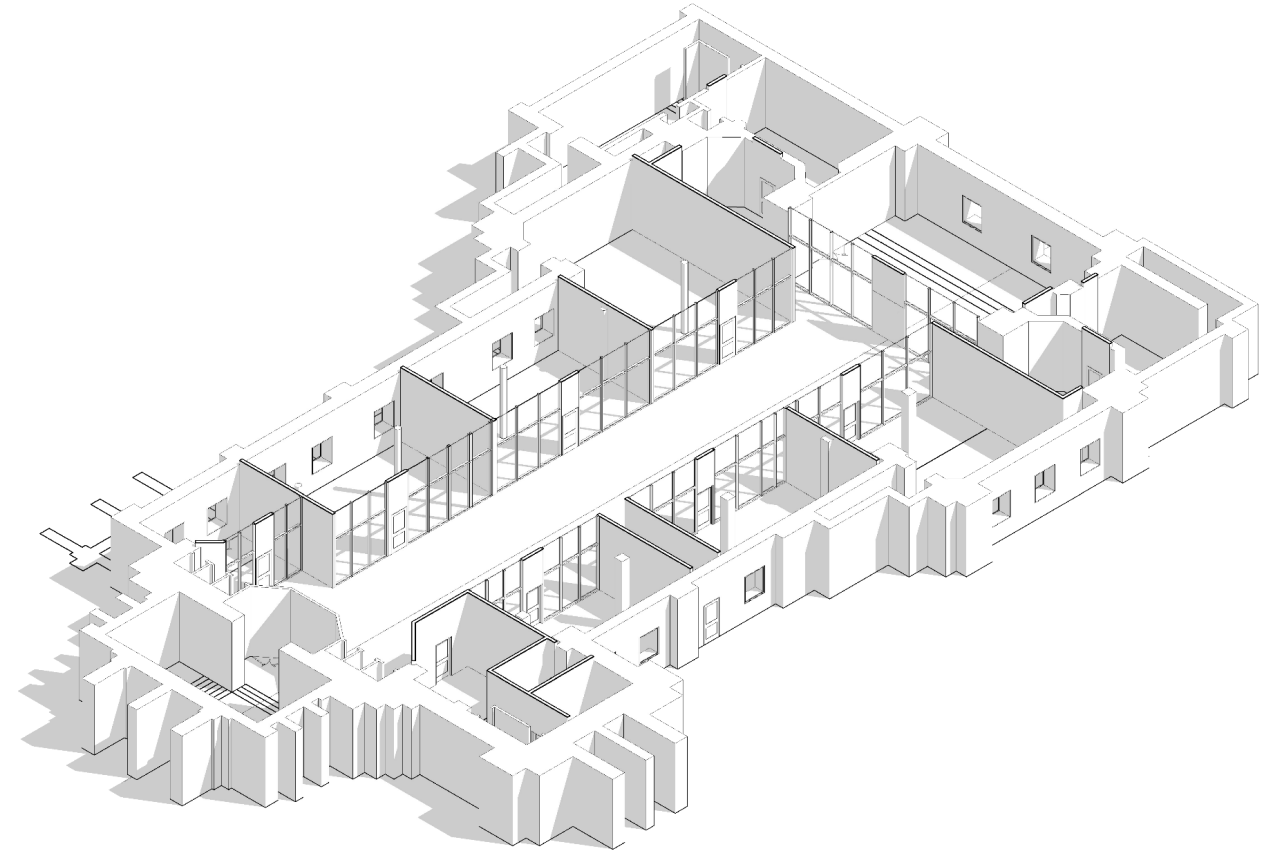
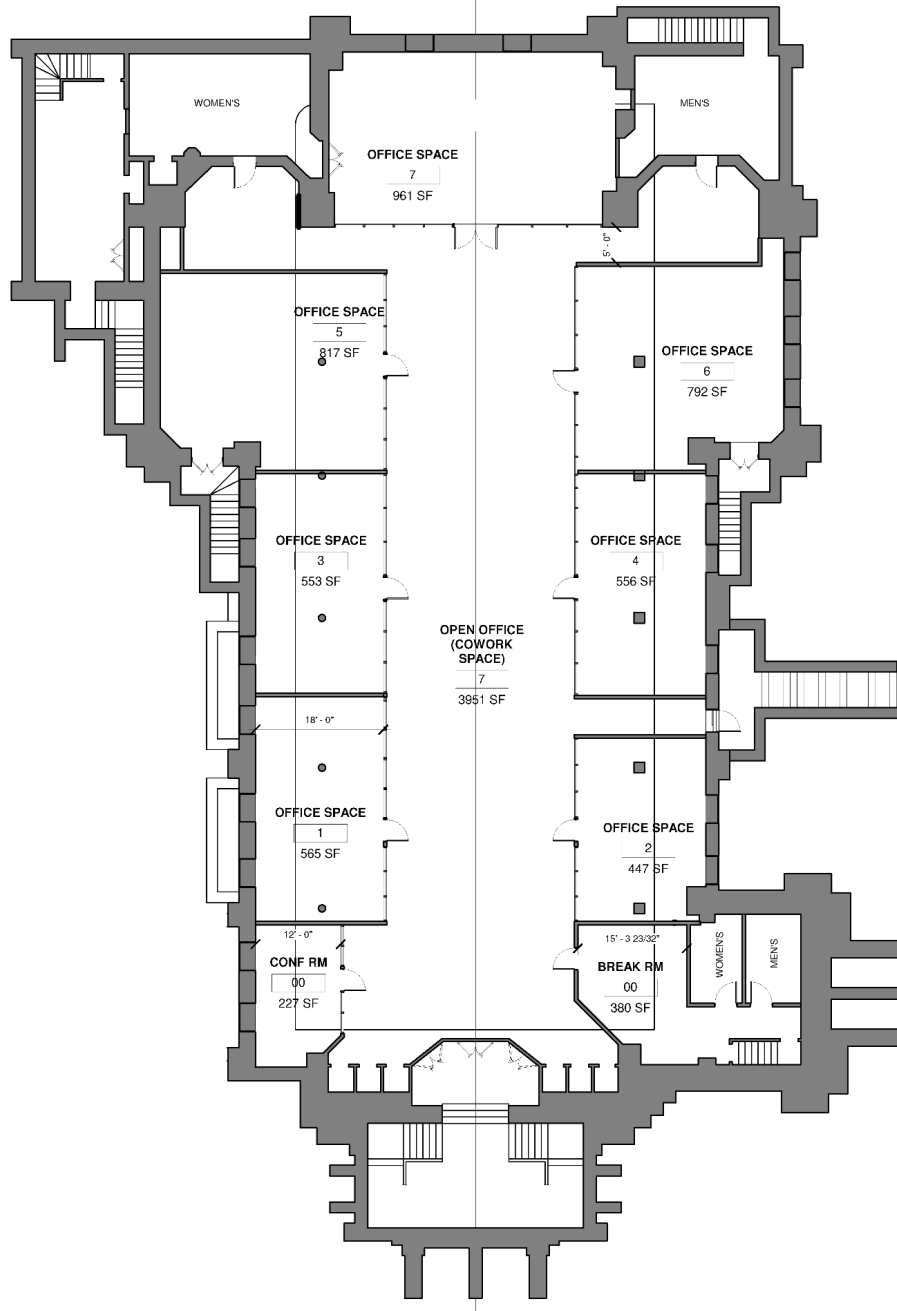
Ground Floor

2.2.a



Attachment: Holy Spirit Submission 11-27-24 (2024-116 : Presentation by The Crossroads

Basement / Lower Floor

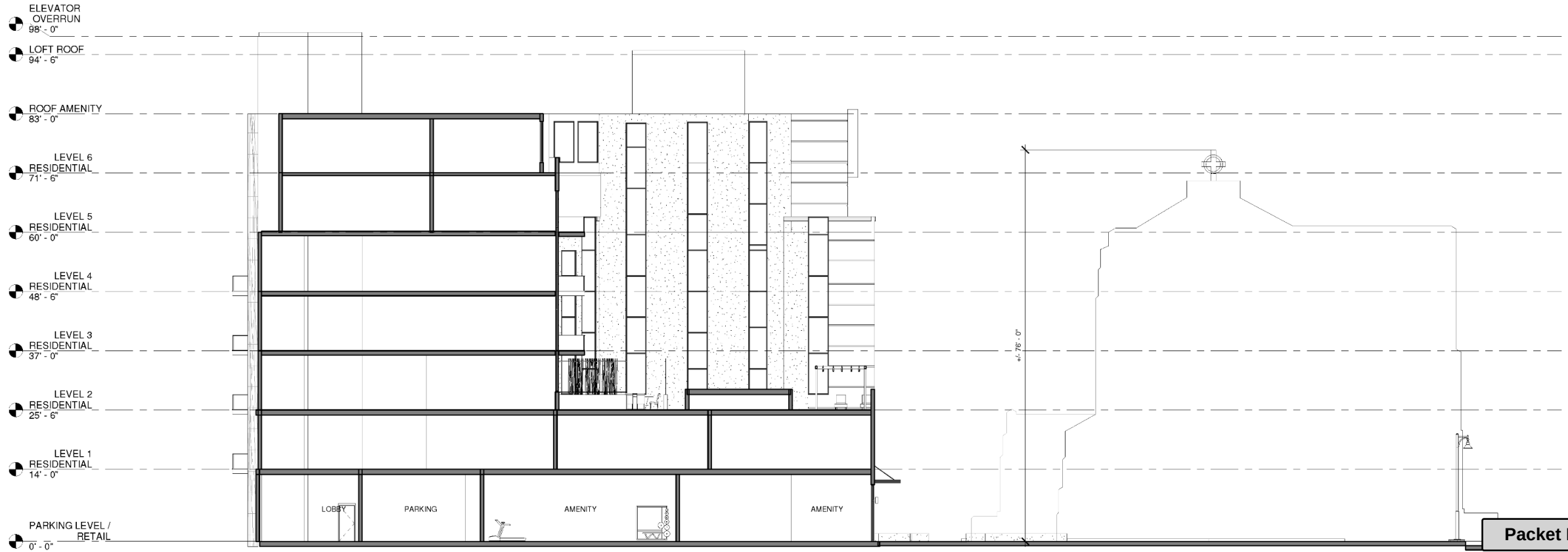
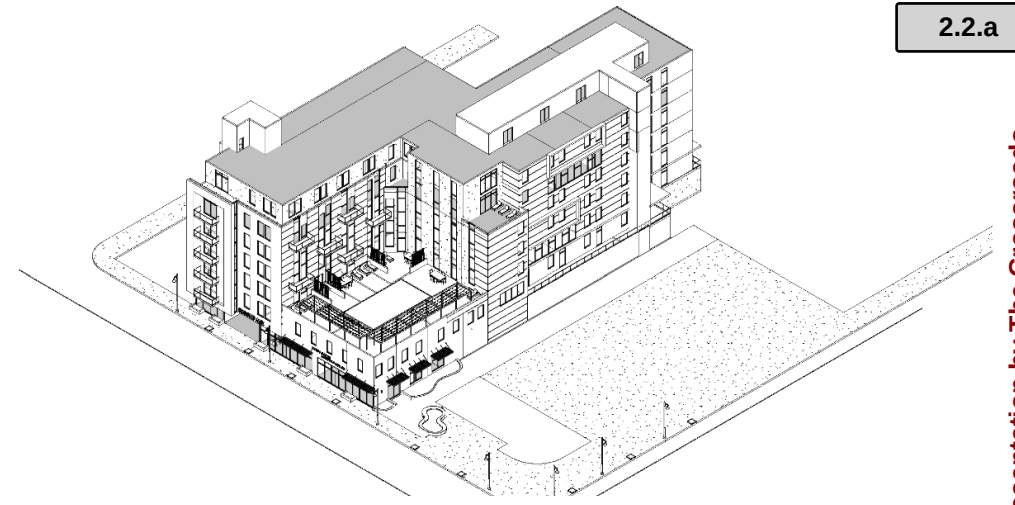


② Basement Level Axonometric

- Flexible Office Space
- Previous theater concept has been removed to help navigate parking concerns
- Priority will be given to local / non-profit

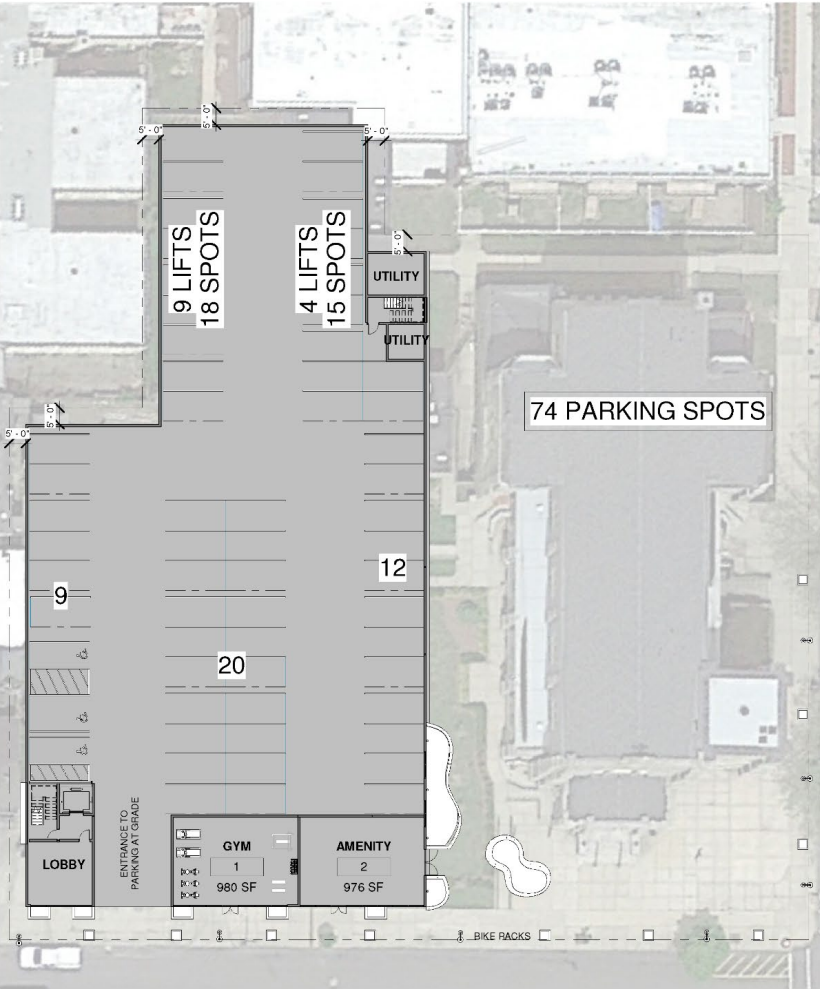
Crossroads Residential

- 90 Residential Units – 72 Market + 18 Income Restricted (20%)
- 74 Parking spaces
- 6 Stories Residential
- Tenant Amenities

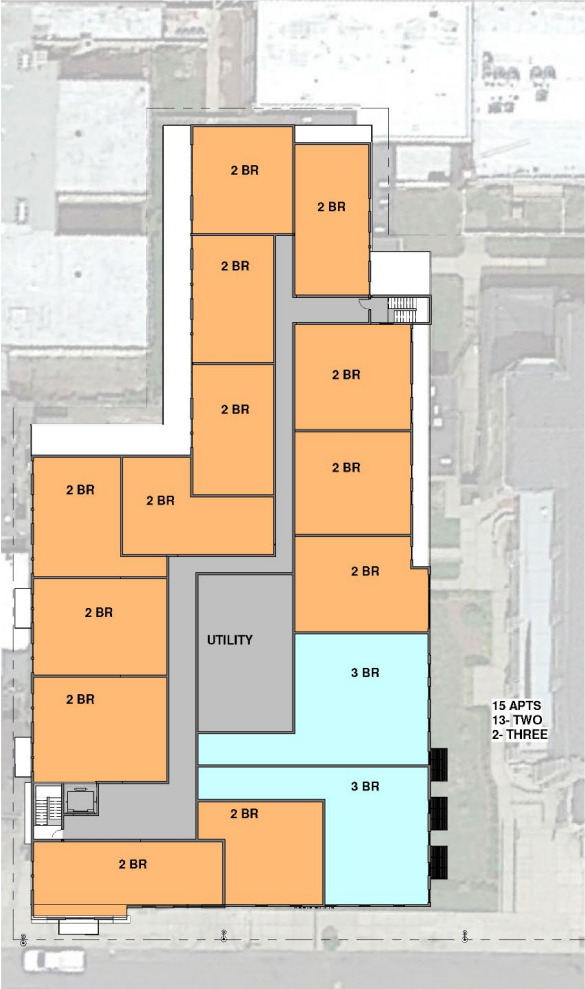


Crossroads Residential

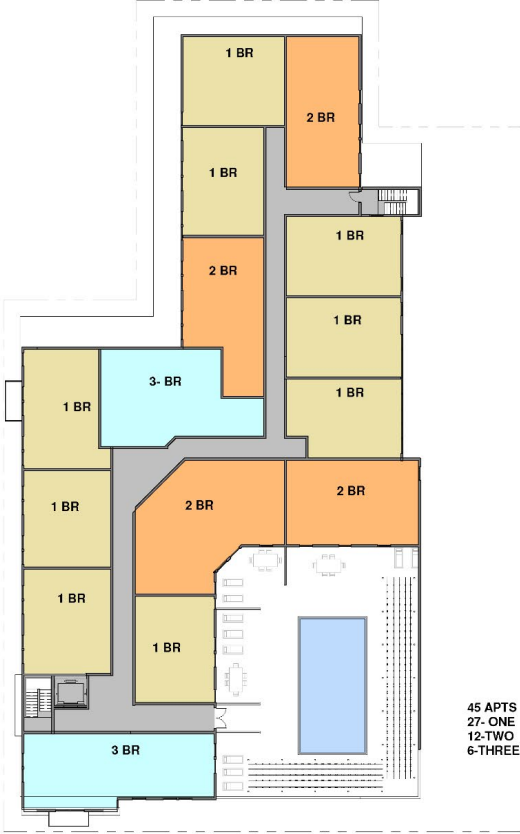
- Parking – 74 Spaces



① PARKING LEVEL / RETAIL
3/64" = 1'-0"



③ LEVEL 1 RESIDENTIAL
3/64" = 1'-0"

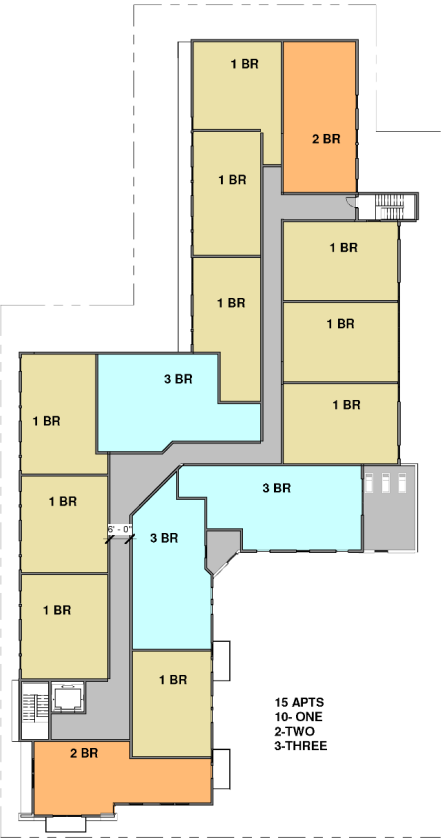


TYPICAL RESIDENTIAL
FLOORS 2-4

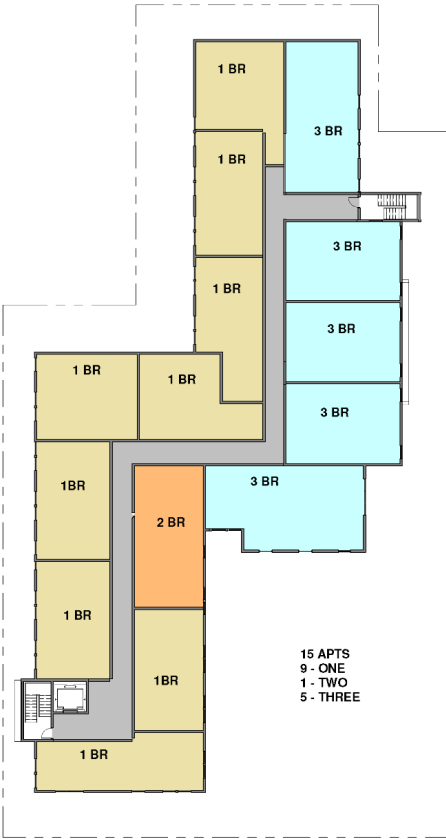
② LEVEL 2 RESIDENTIAL
3/64" = 1'-0"

Crossroads Residential

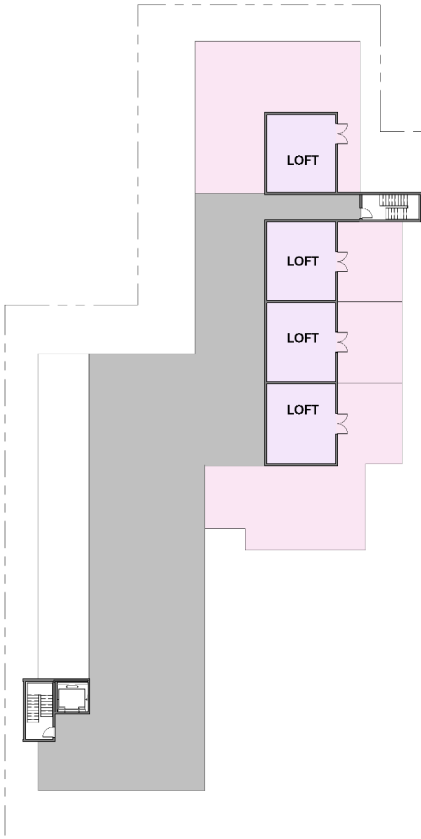
- 46 One-Bedroom (750 – 950 SF)
- 28 Two-Bedroom (900 – 1,180 SF)
- 16 Three-Bedroom (4 with lofts) (1,150 SF+)



③ LEVEL 5 RESIDENTIAL
3/64" = 1'-0"



② LEVEL 6 RESIDENTIAL
3/64" = 1'-0"



① ROOF AMENITY
3/64" = 1'-0"

Parking Analysis

TABLE I – PROJECTED PARKING DEMAND

Location	Weekday Demand	Weekend Demand
Café Land Use 932 – High Turnover Restaurant 50 Seats	24	19
Artist Marketplace Land Use 580 – Museum 5,825 Square Feet	5	5
Office Space Land Use 710 – General Office 8,908 Square Feet	17	0
Total	46	24

TABLE 2 – PEAK ON-STREET PARKING UTILIZATION SUMMARY

Location	On Street Parking Spaces	Occupied Spaces	Available Spaces	Total Parking % Utilization
Friday, November 22, 2024 Peak (6:00 p.m. to 6:30 p.m.)	390	246	144	63%
Saturday, November 23, 2024 Peak (12:30 p.m. to 1:00 p.m.)	390	217	173	56%

Parking

- **Residential Parking**
 - Each 2- or 3-bedroom unit will be allocated 1 reserved space
 - Remaining 30 spaces will be available for tenant lease on a first come / first served
- **Coordination with the city** – it is critical to the project’s success that it is a good neighbor; if the City requests, the Team is willing to limit the number of vehicles tenants have through lease terms
- **Local Audience** – walk, bike, scooter, etc. to access the site – bike and scooter parking will be incorporated into the project.
- **Potential to add more parking stackers** (not preferred, but the building would be able to accommodate them)

Financial Analysis

- **PILOT (Payment in Lieu of Taxes) Review**
 - 10% annual service charge (ASC) years 1-10
 - 10.5% ASC years 11-15
 - 11% ASC years 16-20
 - 11.5% ASC years 21-25
 - 12% ASC years 26-30
- **At initial stabilization (after the project is built and occupied) the revenue is estimated to be about \$330,000 a year to the City.**
- **The project is estimated to generate about the same revenue to the City as the approved 6 single-family dwellings**
- **With a PILOT, the City has the flexibility to keep nearly all of the revenue and allocate it as desired.**

Project Benefits

- **Saving the Holy Spirit Church Structure**
- **Creating a new cultural and artistic space**
- **Developing a rental apartment building that fills a need in the City and provides affordable units**
- **Supporting Main Street**
- **Public art**
- **Financial benefit to the City**

Approved Alternative: 6 Single-Family Homes

2.2.a



Attachment: Holy Spirit Submission 11-27-24 (2024-116 : Presentation by The Crossroads

Proposed Redevelopment Concept



Attachment: Holy Spirit Submission 11-27-24 (2024-116 : Presentation by The Crossroads

Thank You!

- Questions?
- Comments!
- Contact Information:
 - Joseph Hanna, The Crossroads at Asbury Park, LLC
joe@mountainviewdevelopments.com

STONEFIELD

November 25, 2024

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

**RE: Parking Assessment Report
 Holy Spirit Redevelopment Project
 701-705 2nd Avenue
 Block 2703, Lot 3
 City of Asbury Park, Monmouth County, New Jersey
 SE&D Job No. RUT-230140**

Dear Board Members:

Stonefield Engineering and Design, LLC ("Stonefield") has prepared this analysis to examine the potential parking impacts of the proposed Holy Spirit Redevelopment project. The subject property is located along the northerly side of 2nd Avenue City of Asbury Park, Monmouth County, New Jersey. The subject property is designated as Block 2703, Lot 3 as depicted on the City of Asbury Park Tax Map. The existing site contains the Holy Spirit Church and a vacant lot.

Under the proposed development program, the existing church would be adaptively reutilized as an artisan market place, flexible office space, and a café. Adjacent to the church, a 90-unit apartment building with ground floor parking is proposed. Parking for the residential would be on the ground level of the residential building. The parking for the uses within the former church would be satisfied from on-street, in public lots, or satisfy local residents and visitors that may walk to the area.

Parking Demand

The redevelopment of the existing church consists of the following components:

1. 50-seat café/restaurant space
2. 5,825 square-feet of artist marketspace
3. 8,908 square-feet of flexible office space.

The parking demand projections for each space were prepared utilizing data as published by the Institute of Transportation Engineer (ITE) in the 6th Edition of the Parking Generation Manual. Specifically, the average peak parking demand rate for each of the proposed uses was applied to the respective spaces. The results of the analysis are tabulated below:

STONEFIELDENG.COM

92 PARK AVENUE, RUTHERFORD, NJ 07070 201.340.4468 T. 201.340.4472 F.

TABLE I – PROJECTED PARKING DEMAND

Location	Weekday Demand	Weekend Demand
Café Land Use 932 – High Turnover Restaurant 50 Seats	24	19
Artist Marketplace Land Use 580 – Museum 5,825 Square Feet	5	5
Office Space Land Use 710 – General Office 8,908 Square Feet	17	0
Total	46	24

As shown above, the summation of the average peak parking demand equates to 46 parked vehicles on weekdays and 24 parked vehicles on weekends. Notably, these projections do not account for the likely replacement of vehicular trips with pedestrian, bicycle, mass transit, etc. trips. This activity would have a diminishing effect on the overall parking demand. Furthermore, it should be noted that each use is unlikely to experience its peak demand simultaneously. This represents “shared parking” which will reduce the maximum parking demand below the numbers identified above. Therefore, the procedures utilized provide an estimate of a “worst case scenario” maximum parking demand.

Parking Supply

In order to evaluate the parking trends of the existing uses on the subject property, parking utilization counts were conducted on Friday, November 22, 2024, from 4:00 p.m. to 7:00 p.m. and on Saturday, November 23, 2024 from 11:00 a.m. to 4:30 p.m. The parking utilization data was collected in 30-minute intervals and analyzed to identify the peak parking utilization during the study time periods. The study area was within 1,000 feet of site, bounded by 4th Avenue to the north, 1st Avenue to the south, Memorial Drive to the west, and Emory to the east. Based on the review of the data, the Friday peak parking utilization for on-street parking occurred at 6:00 p.m. to 6:30 p.m. when there were 144 empty parking spaces, resulting in a parking occupancy percentage of 63%. The Saturday on-street peak parking utilization occurred from 12:30 p.m. to 1:00 p.m. when there were 173 empty parking spaces, resulting in a parking occupancy percentage of 56%. Note that during the observation period, there were cars parked in illegal spaces (either loading zones or blocking driveways), to provide a conservative estimate the vehicles were counted as part of the parking demand, but the supply remained consistent with the total number of legal parking spaces. The appended **Table AI** provides the complete on-street parking observations during the study time period. **Table 2** provides a summary of the peak on-street parking utilization.

TABLE 2 – PEAK ON-STREET PARKING UTILIZATION SUMMARY

Location	On Street Parking Spaces	Occupied Spaces	Available Spaces	Total Parking % Utilization
Friday, November 22, 2024 Peak (6:00 p.m. to 6:30 p.m.)	390	246	144	63%
Saturday, November 23, 2024 Peak (12:30 p.m. to 1:00 p.m.)	390	217	173	56%

STONEFIELD

Proposed Holy Spirit Redevelopment
City of Asbury Park, New Jersey
November 25, 2024
Page 3 of 3

As shown in **Table 2**, the number of available on-street parking spaces far exceeds the highly conservative calculations of the expected parking demand for the non-residential uses associated with the Holy Spirit Redevelopment project

Conclusions

This report was prepared to examine the potential parking impacts of the proposed Holy Spirit Redevelopment. The analysis findings, which have been based on industry standard guidelines, conclude that the on-street parking supply would be sufficient to support this project.

Please do not hesitate to contact our office if there are any questions.

Best regards,



Matthew J. Seckler, PE, PP, PTOE
Stonefield Engineering and Design, LLC



John R. Corak, PE
Stonefield Engineering and Design, LLC

Z:\Princeton\PRI\2024\PRI-240285 Mountainview Developments - 701-705 2nd Avenue, Asbury Park, NJ\Calculations & Reports\Traffic\Reports\2024-11 TAR\2024-01 TAR.docx

Table A1 - Weekday Evening & Saturday On-Street Parking Observations

Job Number:

PRI-240285

Location:

701-705 2nd Avenue, Asbury Park, NJ

Date:

Friday November 22, 2024 and Saturday November 23, 2024

Note - Demand may exceed supply where vehicles were parked in illegal spaces or blocking driveways

Location	1st Avenue			2nd Avenue			3rd Avenue			4th Avenue			Emory Street			Bond Street			Main Street			Total Off-Street Parking Utilization	Total Vacant Spaces	Utilization %
	B/T Emory Street and Bond Street	B/T Bond Street and Main Street	B/T Main Street and Memorial Drive	B/T Emory Street and Bond Street	B/T Bond Street and Main Street	B/T Main Street and Memorial Drive	B/T Emory Street and Bond Street	B/T Bond Street and Main Street	B/T Main Street and Memorial Drive	B/T Emory Street and Bond Street	B/T Bond Street and Main Street	B/T Main Street and Memorial Drive	B/T 1st Ave & 2nd Ave	B/T 2nd Ave & 3rd Ave	B/T 3rd Ave & 4th Ave	B/T 1st Ave & 2nd Ave	B/T 2nd Ave & 3rd Ave	B/T 3rd Ave & 4th Ave	B/T 1st Ave & 2nd Ave	B/T 2nd Ave & 3rd Ave	B/T 3rd Ave & 4th Ave			
Supply (spaces)	24	15	9	27	16	10	24	21	11	23	17	9	25	26	19	24	24	19	17	21	9	390		
Friday																								
4:00 PM to 4:30 PM	16	5	11	19	13	8	12	11	2	6	12	3	8	10	11	9	6	7	11	22	10	212	178	54%
4:30 PM to 5:00 PM	17	5	12	20	13	9	13	13	2	6	12	4	9	12	11	9	7	7	11	22	10	224	166	57%
5:00 PM to 5:30 PM	15	5	12	19	12	8	12	11	2	6	10	4	8	11	11	7	6	7	9	20	9	204	186	52%
5:30 PM to 6:00 PM	18	7	11	20	13	9	12	12	2	7	13	6	9	11	12	11	9	7	10	23	13	235	155	60%
6:00 PM to 6:30 PM	19	7	12	20	13	10	12	13	2	9	13	6	9	12	13	11	10	7	10	24	14	246	144	63%
6:30 PM to 7:00 PM	18	4	11	20	14	10	13	13	2	10	14	6	9	12	14	11	10	7	10	23	14	245	145	63%
Saturday																								
11:00 AM to 11:30 AM	11	11	10	14	9	12	6	14	4	11	7	2	13	12	9	15	4	6	15	22	10	217	173	56%
11:30 AM to 12:00 PM	11	11	10	15	9	12	6	15	4	11	7	3	12	12	8	15	4	6	15	21	10	217	173	56%
12:00 PM to 12:30 PM	10	10	8	16	8	11	7	15	5	12	8	4	11	12	8	13	4	5	14	23	10	214	176	55%
12:30 PM to 1:00 PM	8	9	9	16	7	11	7	15	5	13	8	4	11	12	10	13	6	5	15	22	11	217	173	56%
1:00 PM to 1:30 PM	8	9	9	15	8	12	7	14	6	13	9	5	9	11	11	13	6	4	15	20	10	214	176	55%
1:30 PM to 2:00 PM	9	9	8	15	9	10	7	14	5	13	10	5	9	12	14	11	6	4	15	20	10	215	175	55%
2:00 PM to 2:30 PM	8	8	8	16	11	9	7	13	5	10	10	7	10	11	14	11	7	6	13	19	10	213	177	55%
2:30 PM to 3:00 PM	9	9	8	16	11	9	7	13	4	9	11	7	9	10	14	10	8	6	13	20	10	213	177	55%
3:00 PM to 3:30 PM	9	10	7	15	10	8	6	13	4	8	11	6	9	11	13	11	8	5	11	20	11	206	184	53%
3:30 PM to 4:00 PM	10	10	7	13	11	8	6	13	4	8	11	6	8	10	12	12	8	5	11	21	9	203	187	52%
4:00 PM to 4:30 PM	11	9	7	10	11	8	6	13	4	10	10	6	10	9	13	10	8	5	11	21	12	204	186	52%



Minutes
Meeting of the Municipal Council
Tuesday, November 26, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-492 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, 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	
Lillian Nazzaro	City Manager	Absent	
Frederick Raffetto	City Attorney	Absent	
Lisa Esposito	City Clerk	Present	
John Hayes	Deputy City Manager	Present	

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

ITEMS TO BE PRESENTED:

Matters from City Council

Minutes Acceptance: Minutes of Nov 26, 2024 6:00 PM (Minutes)

Council member Ahbez-Anderson stated, good evening to all of you, and wishing you all a Happy Thanksgiving.

Council member Chapman stated, I'd also like to wish everybody a Happy Thanksgiving and to acknowledge all the organizations and volunteers that help provide thanksgiving meals for our residents. And as we get further into the holiday season, I want to remind everyone that the Asbury Park toy drive serves over 800 families, and there are drop boxes around the city including city hall so if you can donate a toy or some financial contributions, please consider it as we got into the holiday season.

Council member Clayton stated, just a happy and safe thanksgiving to you and your families.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, just the same thing, a happy healthy, thanksgiving holiday to all, if anybody is traveling, be careful.

Matters from City Manager

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

Matters from City Attorney

Attorney, Aileen Brennan had no matters at this time.

1. Presentation by APW Developer, LLC of Redevelopment Project at 1001 Ocean Avenue, 105 Third Avenue and 105 Second Avenue- Block 4004, Lots 1,2, and 3

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Matthew Whalen made a comment about the window decorating contest for businesses in town.

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:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

1. Municipal Council- Executive Meeting November 13, 2024 4:00 PM
2. Municipal Council - Regular Meeting - Nov 13, 2024 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2024-493 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 2024 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Mayors Wellness Campaign
Community Mental Health Grant

2024-494 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 2024 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement
Proceeds

2024-495 Resolution to Refund Overpaid Municipal Charges for Various Properties

INDIVIDUAL RESOLUTIONS

2024-496 Resolution Authorizing the Payment of Bills
PO # 24-03232 was removed from the bill list.

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

2024-497 Resolution Authorizing Payment for Emergency Traffic Signal Repairs Needed at
Cookman Avenue and Heck Street

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

2024-498 Resolution Authorizing Fiber Cable Installation at the New Fire Department
Headquarters

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

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

RESULT:	TABLED [UNANIMOUS]
	Next: 12/11/2024 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-500 Resolution Authorizing a Contract for the Disposal of Leaves During the Fall Season

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

2024-490 Resolution Of The Mayor And City Council Of The City Of Asbury Park Authorizing The City Of Asbury Park To Enter Into A Redeveloper Agreement With 614 Cookman, LLC For A Project In The Property Located At 614 Cookman Avenue Identified On The City Tax Map As Block 2404, Lot 6

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

ADJOURNMENT

The meeting was adjourned at 6:37 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 6:57 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-502

Add 2024 Additional Funds to 2023 Senior Center Grant for \$1,000.00



RESOLUTION NO. 2024-502

**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 2024 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - SENIOR CENTER GRANT ADDITIONAL
FUNDS \$1,000.00**

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 2024 in the sum of \$1,000.00. Which is now available from the County of Monmouth Division of Aging, Disabilities and Veteran Services.

BE IT FURTHER RESOLVED, that a like sum of \$1,000.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Senior Center Grant

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. 2024-502 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-503

This resolution is to refund overpaid property taxes. Both the homeowner and mortgage company paid. The homeowner has requested their money back and provided proof of payment.

**RESOLUTION NO. 2024-503**

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

**RESOLUTION TO REFUND OVERPAID MUNICIPAL CHARGES FOR VARIOUS
PROPERTIES**

WHEREAS, the below properties have overpayments credited against their accounts;
and

WHEREAS, the Tax Collector has been requested, in writing, to refund the payer, who
has provided documented proof of payment; and

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

-) Refund an overpayment of taxes in the amount of \$13,067.44 to 702-704 5th Ave
Apartments %K Lotosk, for Block 2802, Lot 2, 702-704 Fifth Avenue.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New
Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION
NO. 2024-503 which was finally adopted by the City Council at a meeting held on the 11th day
of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK

BLQ: 2802. 2. Tax Year: 2024 to 2025
Owner Name: 702-704 5TH AVE APARTMENTS%K LOTOSK Property Location: 702-704 FIFTH AVENUE

Tax Year: 2024	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	19,826.29	19,826.29	13,067.45	13,067.44	65,787.47
Payments:	19,826.29	19,826.29	13,067.45	13,067.44	65,787.47
Balance:	0.00	0.00	0.00	0.00	0.00

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2024 Prin Balance
		Description								
		Original Billed						65,787.47		65,787.47
02/02/24	1	Payment	001	65 CHECKS	CK	38781	906 CORE24Q1	19,826.29	0.00	45,961.18
		CORELOGIC \$3,481,029.05								
05/03/24	2	Payment	001	67 CHECKS	CK	39229	984 CORE24Q2	19,826.29	0.00	26,134.89
		CORELOGIC \$3,822,381.42								
08/21/24	3	Payment	001	63 CHECKS	CK	39764	985 CORE24Q3	13,067.45	0.00	13,067.44
		CORELOGIC \$4,866,820.90								
11/01/24	4	Payment	001	3884908216	CK	40094	55 WPTX1101	13,067.44	0.00	0.00
		ONLINE WIPP PAYMENT								

Tax Year: 2025	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	16,446.87	16,446.87	0.00	0.00	32,893.74
Payments:	13,067.44	0.00	0.00	0.00	13,067.44
Balance:	3,379.43	16,446.87	0.00	0.00	19,826.30

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2025 Prin Balance
		Description								
		Original Billed						32,893.74		32,893.74
11/08/24	1	Payment	001	64 CHECKS	CK	40143	984 CORE24Q4	13,067.44	0.00	19,826.30
		CORELOGIC BULK PYM \$5078535.09								

Total Principal Balance for Tax Years in Range: 19,826.30

Attachment: 702-704 FIFTH AVENUE (2024-503 : Resolution to Refund Overpaid Municipal Charges for Various Properties)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-504

This property was billed as a PILOT for a portion of 2024 so we need to prorate and cancel taxes for a portion of this year.

**RESOLUTION NO. 2024-504**

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

RESOLUTION TO PRORATE AND CANCEL TAXES FOR BLOCK 4201 LOT 4.01

WHEREAS, Block 4201 Lot 4.01, 204 Seventh Avenue, assessed to 202/204 7th Ave Urban Renewal LLC, was billed charges in accordance with PILOT and special assessment financial agreements for their time as owner of the property, and;

WHEREAS, the Tax Collector is requesting taxes be prorated and canceled during the time the property was billed as a PILOT and special assessment in the amount of \$3,359.28, and;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to prorate and cancel taxes for Block 4201 Lot 4.01, 204 Seventh Avenue, assessed to 202/204 7th Ave Urban Renewal LLC in the amount of \$3,359.28.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-504 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK

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

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



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

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

Memo

To: Mayor & Council
From: Michael J. Schnurr, MPA, CTC
Re: Resolution # 6281
Date: 11/22/24

This resolution is to prorate and cancel taxes for a property that is currently being billed as a PILOT. The PILOT took effect at the completion of the project this year. At that point, the property becomes tax exempt and bills are issued in the form of PILOT. This can be placed on the consent agenda as this resolution is routine in nature.



RESOLUTION NO. 2024-505

**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 December 11, 2024 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Springwood Tree Lighting
2. Asbury Park Polar Bear Races

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. 2024-505 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

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: 12/14/24 Rain Date: N/ATime of Event: 5 to 6 pm Setup time: 4:30 pm Break-down time: 6 pmName of Event: Springwood Tree LightingLocation of Event: Springwood Park

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: _____ |

*Wedding applicants only need to complete page 6.

Attachment: Special Events (2024-505 : Special Event Applications)



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

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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: Saturday, December 28, 2024 Rain Date: N/A

Time of Event: 8:30 a.m. to 11:30 a.m. Setup time: 7:00 a.m. Break-down time: 11:30 a.m.

Name of Event: Asbury Park Polar Bear Races

Location of Event: Outside Convention Hall

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: _____ |

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

Attachment: Special Events (2024-505 : Special Event Applications)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-506

Resolution authorizing the payment of bills in the amount of \$3,837,897.26



RESOLUTION NO. 2024-506

**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 \$3,837,897.26

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

CURRENT VOUCHERS	\$ <u>3,837,897.26</u>
TOTAL VOUCHERS	\$ <u>3,837,897.26</u>

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-506 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK

December 3, 2024
04:21 PM

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: 3-First to 4-ZZ-ZZ-ZZZ-ZZZ-ZZZ Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/24 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: CURRENT
CAFR: CURRENT FUND NON BUDGET ACCTS:
Department: TAXES PAYABLE:
Extd: TAXES PAYABLE:

3-01-55-001-000-011	ACCOUNTS PAYABLE					
TMASSO	T & M ASSOCIATES	17-01768	Resolution 2017-91 LSRP Serv.	2,076.00	0.00	B
	Extd Total: TAXES PAYABLE:			2,076.00		
	Department Total: TAXES PAYABLE:			2,076.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			2,076.00		
	Fund Total: CURRENT			2,076.00		

Fund: SEWER UTILITY: BUDGET:
Department: UTILITY OE
Extd: SEWER UTILITY O/E: OTHER EXPENSES:

3-07-55-502-000-234	SEWER UTILITY O/E: ARP Funds					
TRAUS	TRANE U.S. INC.	23-00454	HEAT AIR HANDLERS	13,234.50	0.00	B
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			13,234.50		
	Department Total: UTILITY OE			13,234.50		
	CAFR Total:			13,234.50		
	Fund Total: SEWER UTILITY: BUDGET:			13,234.50		
	Year Total:			15,310.50		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

4-01-20-100-000-202	ADMINISTRATION Office Supplies					
AMAZO005	AMAZON.COM SERVICES	24-03305	Tree Lighting/office vacuum	109.98	0.00	
GREFIN	GREATAMERICA FINANCIAL SVCS.	24-03438	FOLDING MACHINE DECEMBER 2024	389.00	0.00	
				498.98		

4-01-20-100-000-207	ADMINISTRATION Contractual					
BIRDS005	BIRDS BEWARE INC.	24-02596	4TH QTR 2024 CLEARING AND	1,200.00	0.00	B
BIRDS005	BIRDS BEWARE INC.	24-02598	4TH QTR 2024 CLEARING AND	600.00	0.00	B
				1,800.00		

4-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	24-03215	Invoice 6284 Council General	543.90	0.00	

Attachment: Bill List 12-11-24 (2024-506 : Payment of Bills)

December 3, 2024
04:21 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

P 3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-100-000-211 KEPSPR KEPWEL SPRING WATER	ADMINISTRATION Water	24-03416	ACCT #117290 NOVEMBER 2024	838.50	0.00	
	Extd Total: ADMINISTRATION			3,681.38		
	Department Total: ADMINISTRATION			3,681.38		
Department: CENTRAL FUNCTIONS Extd: CENTRAL FUNCTIONS						
4-01-20-115-000-299 POST POSTMASTER	CENTRAL FUNCTIONS Misc.	24-03427	POSTAGE PERMIT #395	350.00	0.00	
	Extd Total: CENTRAL FUNCTIONS			350.00		
	Department Total: CENTRAL FUNCTIONS			350.00		
Department: MUNIC CLERK Extd: MUNICIPAL CLERK						
4-01-20-120-000-202 WBMASON W.B.MASON CO., INC.	MUNICIPAL CLERK Office Supplies	24-03311	Clerk Office Supplies	359.47	0.00	
4-01-20-120-000-238 GRALLC GRANICUS, LLC	MUNICIPAL CLERK Contractual	24-03395	INVOICE #193847 DECEMBER 2024	793.42	0.00	
	Extd Total: MUNICIPAL CLERK			1,152.89		
	Department Total: MUNIC CLERK			1,152.89		
Department: FINANCE Extd: FINANCIAL ADMINISTRATION						
4-01-20-130-000-202 WBMASON W.B.MASON CO., INC.	FINANCE Office Supplies	24-03322	Finance Supplies	394.69	0.00	
4-01-20-130-000-205 GANNE005 GANNETT NEW YORK/NEW JERSEY	FINANCE Ads	24-03367	BID - BOARDWALK RESTROOMS	124.76	0.00	
NJADV NJ ADVANCE MEDIA LLC		24-03368	BID - BOARDWALK RESTROOMS	235.02	0.00	
THECOA THE NEW COASTER, LLC		24-03387	BID - BOARDWALK RESTROOMS	61.30	0.00	
				421.08		
4-01-20-130-000-206 MUNCAP MUNICIPAL CAPITAL CORPORATION	FINANCE Copier	24-03330	#40115602 Payment #16 of 60	2,561.08	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		24-03345	#40057114 Payment #56 of 60	1,561.45	0.00	
				4,122.53		
	Extd Total: FINANCIAL ADMINISTRATION			4,938.30		
	Department Total: FINANCE			4,938.30		
Department: COMPUTER MIS Extd: COMPUTERIZED DATA PROCESSING						
4-01-20-140-000-219 CDWGOV CDW GOVERNMENT LLC	COMPUTER DATA PROC. Equipment	24-02348	1CFHJNM Cable Management	160.17	0.00	
CDWGOV CDW GOVERNMENT LLC		24-03147	Q#1CG0Q8B PD Admin Security	1,152.67	0.00	

Attachment: Bill List 12-11-24 (2024-506 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-140-000-219	COMPUTER DATA PROC. Equipment		Continued			
WBMASON	W.B.MASON CO., INC.	24-03267	Toner	431.15	0.00	
CDWGOV	CDW GOVERNMENT LLC	24-03268	Q#1CG2RDB USB-C Chargers	189.40	0.00	
APPINC	APPLE INC.	24-03315	IT Laptop 2310121395	1,582.00	0.00	
AMAZO005	AMAZON.COM SERVICES	24-03320	USB Cables	398.92	0.00	
CDWGOV	CDW GOVERNMENT LLC	24-03325	Q#1CG3RVH CD Printer	374.41	0.00	
				4,288.72		
4-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
CIVIC005	CIVICPLUS, LLC	24-03150	Q#Q-86225-1 DNS Hosting	106.08	0.00	
INTER010	INTERACTION INSIGHT CORP.	24-03158	INV#4347 2024 Renewal	1,650.00	0.00	
				1,756.08		
4-01-20-140-000-225	COMPUTER DATA PROC.Document Mgt.					
FILEB005	FILE BANK, INC.	24-03318	Sept/Oct/Nov Services/Storage	15,055.73	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			21,100.53		
	Department Total: COMPUTER MIS			21,100.53		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
4-01-20-145-000-202	TAX REV ADMIN Office Supplies					
WBMASON	W.B.MASON CO., INC.	24-03093	TAX COLLECTOR OFFICE SUPPLIES	616.38	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			616.38		
	Department Total: TAX REV ADMIN			616.38		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
4-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL	MARAZITI FALCON, LLP	24-03324	PROFESSIONAL SERVICES RENDERED	1,417.50	0.00	
HILLW005	HILL WALLACK LLP	24-03353	Invoice 782526 General Legal	11,114.85	0.00	
LAWOF005	LAW OFFICE OF GENE J ANTHONY	24-03444	#21567 NOVEMBER RENT LEVELING	468.50	0.00	
				13,000.85		
	Extd Total: LEGAL SERVICES			13,000.85		
	Department Total: LEGAL SERVICES			13,000.85		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
4-01-20-162-000-202	APTV Equipment					
APPINC	APPLE INC.	24-03314	Video Editing 2310121394	2,798.00	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			2,798.00		
	Department Total: APTV			2,798.00		

Attachment: Bill List 12-11-24 (2024-506 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: ENGINEER SERV Extd: ENGINEERING SERVICES						
4-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	24-03440	SE475104 General Engineering	8,604.91	0.00	
	Extd Total: ENGINEERING SERVICES			8,604.91		
	Department Total: ENGINEER SERV			8,604.91		
	CAFR Total:			56,243.24		
Department: Planning Department Extd: Planning Department						
4-01-21-179-000-207	PLANNING DEPT. Training/Cert.					
NJAPA	AMERICAN PLANNING ASSOCIATION	24-03313	Astorino Prep course	125.00	0.00	
	Extd Total: Planning Department			125.00		
	Department Total: Planning Department			125.00		
	CAFR Total:			125.00		
Department: GROUP INSUR. Extd: EMPLOYEE GROUP INSURANCE						
4-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP	NJSHBP	24-03426	HEALTH COVERAGE DECEMBER 2024	622,970.87	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			622,970.87		
	Department Total: GROUP INSUR.			622,970.87		
	CAFR Total:			622,970.87		
Department: POLICE Extd: POLICE DEPARTMENT						
4-01-25-240-000-203	POLICE Motor Vehicle					
MELCOR	AP CARWASH AND OIL CHANGE	24-03430	PD CARWASHES 10/2 TO 12/1/24	1,242.50	0.00	
4-01-25-240-000-218	POLICE Contract.Serv.					
THOWES	THOMSON WEST CUSTOMER SERVICE	24-03359	#851000547 NOVEMBER 2024	271.22	0.00	
OPTIMUM	OPTIMUM	24-03431	#07866-182313-01-5 11/8-12/07	287.98	0.00	
				559.20		
4-01-25-240-000-222	POLICE Training					
BRADL005	Bradley L. Zoladz	24-01464	Training-Avanced NIBRS	289.00	0.00	
4-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	24-03358	Prisoner meals (4)	21.61	0.00	
	Extd Total: POLICE DEPARTMENT			2,112.31		
	Department Total: POLICE			2,112.31		

Attachment: Bill List 12-11-24 (2024-506 : Payment of Bills)

December 3, 2024
04:21 PM

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
Department: FIRE DEPT. Extd: FIRE DEPARTMENT						
4-01-25-265-000-202	FIRE DEPT. Office Supplies					
WBMASON	W.B.MASON CO., INC.	24-03321	AAA BATTERIES & SCREEN WIPES	35.93	0.00	
4-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FISONS	FIS on Site Service LLC	24-01873	Blanket PO Not to Exceed	349.32	0.00	B
4-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
ATECSEC	A+ TECHNOLOGY & SECURITY	24-03064	Q#ES38551 ID Cards	476.00	0.00	
4-01-25-265-000-214	FIRE DEPT. Building Maintenance					
THEHAR	THE HARDWARE STORE	24-03218	BLANKET PO NOT TO EXCEED	12.99	0.00	B
ECOLAB	ECOLAB USA INC.	24-03250	Disinfectant & Detergent	846.98	0.00	
ALLSEA	ALL SEASONS SERVICE	24-03301	BLANKET PO NOT TO EXCEED	195.00	0.00	B
				1,054.97		
4-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
FIRST005	FIRST DUE	24-03296	INVOICE #2818 SOFTWARE RENEWAL	14,490.00	0.00	
4-01-25-265-000-222	FIRE DEPT. Training					
IIAFI005	IIA - FIRE DEPARTMENT TESTING	24-01493	Annual NFPA Equipment Testing	3,865.65	0.00	
ASHIA005	ASHI ACQUISITION COMPANY	24-03277	Q#173516 CPR REAUTHORIZATIONS	90.00	0.00	
				3,955.65		
4-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	24-03226	Q#110078 PARAMED SHEARS ETC.	454.27	0.00	
TEALIF	TEAM LIFE, INC.	24-03319	EST:18852-Defibrillator	1,987.00	0.00	
				2,441.27		
4-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
IIAFI005	IIA - FIRE DEPARTMENT TESTING	24-01493	Annual NFPA Equipment Testing	2,030.00	0.00	
4-01-25-265-000-270	FIRE DEPT. Pest Control					
WESPES	WESTERN PEST SERVICES	24-03403	INVOICE#9296853-NOVEMBER 2024	131.02	0.00	
	Extd Total: FIRE DEPARTMENT			24,964.16		
Extd: FIRE HYDRANT						
4-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	24-03428	#1018-210026567043 10/24-11/25	23,694.99	0.00	
	Extd Total: FIRE HYDRANT			23,694.99		
	Department Total: FIRE DEPT.			48,659.15		
	CAFR Total:			50,771.46		
Department: STREETS & ROAD Extd: STREETS & ROADS MAINTENANCE						
4-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
THEHAR	THE HARDWARE STORE	24-01380	VARIOUS PARTS BLANKET	98.87	0.00	B

Attachment: Bill List 12-11-24 (2024-506 : Payment of Bills)

December 3, 2024
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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
4-01-26-290-000-203	STREETS & ROAD	Motor Vehicle	Continued			
FREFOR	FREEHOLD FORD	24-01460	VARIOUS PARTS BLANKET	256.05	0.00	B
SEACHE	SEACOAST CHEVROLET OLDS-	24-01739	VARIOUS PARTS BLANKET	228.27	0.00	B
CHEVAL	CHEERY VALLEY TRACTOR SALES	24-02151	VARIOUS PARTS BLANKET	578.77	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-03019	VARIOUS PARTS BLANKET	1,842.12	0.00	B
SERVI005	SERVICE TIRE TRUCK CENTERS	24-03037	VARIOUS PARTS BLANKET	922.49	0.00	B
FREFOR	FREEHOLD FORD	24-03089	VARIOUS PARTS BLANKET	297.37	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-03225	VARIOUS PARTS BLANKET	3,441.20	0.00	B
				7,665.14		
4-01-26-290-000-206	STREETS & ROAD	Purchase of Equipment				
GRAING	GRAINGER, INC.	24-02981	20 TRAFFIC BARRELS & DRUM BASE	1,630.20	0.00	
4-01-26-290-000-211	STREETS & ROAD	Traffic				
GRAING	GRAINGER, INC.	24-02980	50 TRAFFIC CONES	1,685.00	0.00	
4-01-26-290-000-212	STREETS & ROAD	Tools				
GRAING	GRAINGER, INC.	24-03383	Snow Shovels	682.05	0.00	
4-01-26-290-000-213	STREETS & ROAD	Safety Equipment				
ULINE	ULINE, INC.	24-03361	Latex coated Gloves	529.15	0.00	
GRAING	GRAINGER, INC.	24-03362	Knit Latex coated gloves	640.56	0.00	
				1,169.71		
4-01-26-290-000-215	STREETS & ROAD	Misc. Hardware				
THEHAR	THE HARDWARE STORE	24-01850	Misc Hardware	25.54	0.00	B
4-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
QUENC005	QUENCH USA, INC.	24-03415	#INV08226594 DECEMBER 2024	39.95	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	24-03417	#974560 cylinder & hazmat	105.50	0.00	
CINCOR	CINTAS CORPORATION NO 2	24-03419	#5241943305 & 9298533501 NOV	293.50	0.00	
MANUE005	MANUEL LUCAS	24-03424	boot reimbursement 2024	190.00	0.00	
MICHA040	MICHAEL NEAL	24-03425	boot reimbursement 2024	190.00	0.00	
LORCO	LORCO PETROLEUM SERVICES	24-03442	#1985049-IN used oil removal	150.00	0.00	
				968.95		
		Extd Total:	STREETS & ROADS MAINTENANCE	13,826.59		
		Department Total:	STREETS & ROAD	13,826.59		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
4-01-26-305-000-209	SOLID WASTE	Fees				
OHAG	OHAGAN NURSERY COMPOST DIVISIO	24-03282	#AP11082024 11/4-11/8 LEAVES	1,244.40	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-03341	#311459 TRASH FEES 9/16 - 9/30	31,271.21	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-03374	#314092 TRASH FEES 11/1 -11/15	28,773.28	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-03421	#315418 & 315417 CONSTR DEBRIS	1,497.25	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-03443	#315595 & 315594 CONSTR DEBRIS	2,023.75	0.00	
				64,809.89		

Attachment: Bill List 12-11-24 (2024-506 : Payment of Bills)

December 3, 2024
04:21 PM

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
4-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM DELISA DEMOLITION, INC.		24-03372	#315401 DECEMBER 2024	47,083.30	0.00	
	Extd Total: SOLID WASTE COLLECTION			111,893.19		
	Department Total: SOLID WASTE			111,893.19		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
4-01-26-310-000-202	BUILDING & GND Janitorial Supplies					
GRAING GRAINGER, INC.		24-03360	Spray Nine Cleaner	142.02	0.00	
4-01-26-310-000-204	BUILDING & GND Building Supplies					
GRAING GRAINGER, INC.		24-03125	Faucet Council Chambers	211.48	0.00	
4-01-26-310-000-210	BUILDING & GND Building Repairs					
FIRSEC FIRE SECURITY TECHNOLOGIES, INC		24-03379	#P65498 FIRE ALARM TESTING AT	975.00	0.00	
SCHELE SCHINDLER ELEVATOR CORP.		24-03380	#7154052713 DPW ELEVATOR SERVI	712.80	0.00	
				1,687.80		
	Extd Total: BUILDINGS & GROUNDS			2,041.30		
	Department Total: BUILDING & GND			2,041.30		
	CAFR Total:			127,761.08		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
4-01-27-345-000-202	SOCIAL SERVICES Office Supplies					
AMAZO005 AMAZON.COM SERVICES		24-03240	Ballpoint Pens and Post It	41.21	0.00	
AMAZO005 AMAZON.COM SERVICES		24-03334	Desk Planner	23.95	0.00	
				65.16		
4-01-27-345-000-207	SOCIAL SERVICES Transportation Tickets					
NJTRNST NJ TRANSIT CORP.%FINANCE DEPT.		24-02043	Bus Tickets	127.90	0.00	
4-01-27-345-000-208	SOCIAL SERVICES Events					
TRILIF TRIUMPHANT LIFE CHURCH		24-03004	DJ 4tree Lighting Firemen Park	150.00	0.00	
AMAZO005 AMAZON.COM SERVICES		24-03213	Candy for Tree Lighting	143.98	0.00	
AMAZO005 AMAZON.COM SERVICES		24-03299	Drinking keg 5gal	127.00	0.00	
AMAZO005 AMAZON.COM SERVICES		24-03344	toys for tree lighting	65.98	0.00	
				486.96		
4-01-27-345-000-213	SOCIAL SERVICES Client Assistance					
AMAZO005 AMAZON.COM SERVICES		24-03237	Paper Towels and Tissue	74.28	0.00	
	Extd Total: SOCIAL SERVICES:			754.30		
	Department Total: PUBLIC ASST			754.30		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
4-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
OPTIMUM OPTIMUM		24-03326	CableServ #07866-196932-01-7	8.34	0.00	

Attachment: Bill List 12-11-24 (2024-506 : Payment of Bills)

December 3, 2024
04:21 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-27-350-000-202	SENIOR CENTER Util. and Service Contr. Continued					
ATLFIR	ATLANTIC SECURITY & FIRE, INC.	24-03389	#25702 12/1-2/28/25 MONITORING	98.85	0.00	
				107.19		
4-01-27-350-000-204	SENIOR CENTER Print & Office Supplies					
AMAZO005	AMAZON.COM SERVICES	24-03335	Laminator and pouches	74.20	0.00	
4-01-27-350-000-205	SENIOR CENTER Recreation & Social					
AMAZO005	AMAZON.COM SERVICES	24-03214	Crafts supplies	49.97	0.00	
SANDS	S&S WORLDWIDE INC.	24-03285	Mosaic tiles&tile glue Crafts	207.27	0.00	
AMAZO005	AMAZON.COM SERVICES	24-03328	Assorted greeting cards	61.98	0.00	
AMAZO005	AMAZON.COM SERVICES	24-03364	Thank you gifts and bags	74.97	0.00	
				394.19		
4-01-27-350-000-210	SENIOR CENTER Classes					
BODYB005	BODY BY BEY	24-02114	Exercise Classes 3RD QTR	600.00	0.00	B
BODYB005	BODY BY BEY	24-02730	EXERCISE CLASS 4TH QTR	375.00	0.00	B
				975.00		
4-01-27-350-000-299	SENIOR CENTER Misc.					
AMAZO005	AMAZON.COM SERVICES	24-03266	All Purpose Cleaner	137.60	0.00	
	Extd Total: SENIOR CENTER			1,688.18		
	Department Total: SENIOR CENTER			1,688.18		
	CAFR Total:			2,442.48		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
4-01-28-370-000-290	RECREATION Programs/Activities					
MONPARK	MONMOUTH COUNTY PARKS SYSTEM	24-01709	summer camp activites	291.00	0.00	B
CHUCHE	CHUCK E. CHEESE	24-01994	summer camp activity	394.17	0.00	
AMAZO005	AMAZON.COM SERVICES	24-02656	trunk or treat items	5,537.18	0.00	
ASHIA005	ASHI ACQUISITION COMPANY	24-02852	recreation staff cpr cards	145.75	0.00	
WBMASON	W.B.MASON CO., INC.	24-03293	office supplies	101.07	0.00	
				6,469.17		
	Extd Total: RECREATION SERVICES & PROGRAM			6,469.17		
	Department Total: RECREATION			6,469.17		
	CAFR Total:			6,469.17		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
4-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU	N.J. NATURAL GAS CO.	24-03346	Various Accounts 10/15-11/11	4,153.42	0.00	
NJAMER	N.J. AMERICAN WATER CO.	24-03350	Various Accounts 10/3-11/1	1,536.99	0.00	
JCPL	JCPL	24-03422	Various Accounts 10/24-11/24	7,513.81	0.00	
				13,204.22		
	Extd Total: LIGHT,HEAT,POW			13,204.22		

Attachment: Bill List 12-11-24 (2024-506 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	STREET/TRAFFIC					
4-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL	24-03382 Various Accounts	10/24-11/22		20,738.96	0.00	
JCPL JCPL	24-03420 Various Accounts	10/24-11/24		5,181.00	0.00	
JCPL JCPL	24-03422 Various Accounts	10/24-11/24		3,102.85	0.00	
JCPL JCPL	24-03433 Various Accounts	10/24-11/24		<u>621.62</u>	0.00	
				29,644.43		
	Extd Total: STREET/TRAFFIC			29,644.43		
	Department Total: LIGHTING			42,848.65		
Department:	TELEPHONE					
Extd:	TELEPHONE					
4-01-31-440-000-299	TELEPHONE Misc.					
ATLLC AT&T MOBILITY LLC	24-03355 #DRX102024 - Data Usage			1,891.74	0.00	
ATLLC AT&T MOBILITY LLC	24-03384 #287284651437	10/12-11/11		1,262.40	0.00	
ATLLC AT&T MOBILITY LLC	24-03385 #287315151017	10/12-11/11		1,078.19	0.00	
ATLLC AT&T MOBILITY LLC	24-03386 #287284936037	10/12-11/11		1,880.39	0.00	
MONINT MONMOUTH INTERNET CORPORATION	24-03446 INVOICE #356863M DECEMBER 2024			<u>3,521.31</u>	0.00	
				9,634.03		
	Extd Total: TELEPHONE			9,634.03		
	Department Total: TELEPHONE			9,634.03		
Department:	GASOLINE					
Extd:	GASOLINE					
4-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	24-03418 #706752 & #712432 FUEL 11/14 &			10,253.53	0.00	
	Extd Total: GASOLINE			10,253.53		
	Department Total: GASOLINE			10,253.53		
	CAFR Total:			62,736.21		
Department:	MUNIC COURT					
Extd:	MUNICIPAL COURT					
4-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY	24-03153 #38172 court interpreter 10/25			315.00	0.00	
4-01-43-490-000-247	MUNIC COURT Leases					
GREFIN GREATAMERICA FINANCIAL SVCS.	24-03366 #37932674 DECEMBER 2024			145.00	0.00	
	Extd Total: MUNICIPAL COURT			460.00		
	Department Total: MUNIC COURT			460.00		
	CAFR Total:			460.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
CAFR: CURRENT FUND NON BUDGET ACCTS: Department: TAXES PAYABLE: Extd: TAXES PAYABLE:						
4-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	24-03349	December 2024 Tax Payment	2,264,108.00	0.00	
4-01-55-001-000-030	Due to Asbury Park Library					
ASBFRE	ASBURY PARK FREE PUBLIC LIBRAR	24-03451	Insurance Refund Check PMA	26,236.51	0.00	
	Extd Total: TAXES PAYABLE:			2,290,344.51		
	Department Total: TAXES PAYABLE:			2,290,344.51		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			2,290,344.51		
	Fund Total: CURRENT			3,220,324.02		
Fund: BEACH Department: UTILITY OE Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
4-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	24-03422	Various Accounts 10/24-11/24	328.66	0.00	
4-05-55-502-000-222	BEACH UTILITY O/E: Cable					
OPTIMUM	OPTIMUM	24-03377	#07866-197754-01-4 11/15-12/14	119.40	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			448.06		
	Department Total: UTILITY OE			448.06		
	CAFR Total:			448.06		
	Fund Total: BEACH			448.06		
Fund: TRANSPORTATION UTILITY: BUDGET: Department: UTILITY OE Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
4-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
WBMASON	W.B.MASON CO., INC.	24-03312	Offie Supplies 11-14-24	450.90	0.00	
KEPSPR	KEPWEL SPRING WATER	24-03416	ACCT #117290 NOVEMBER 2024	12.00	0.00	
				462.90		
4-06-55-502-000-207	TRANS.UTILITY O/E: Internet					
OPTIMUM	OPTIMUM	24-03447	07866-196915-01-3 11/15-12/14	187.40	0.00	
4-06-55-502-000-217	TRANS.UTILITY O/E: Equipment					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	24-03345	#40057114 Payment #56 of 60	161.68	0.00	
4-06-55-502-000-220	TRANS.UTILITY O/E: Utilities					
NJNATU	N.J. NATURAL GAS CO.	24-03378	#22-0022-3490-85 10/15-11/11	42.63	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			854.61		
	Department Total: UTILITY OE			854.61		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-06-55-507-000-101	CAPITAL OUTLAY: BANGS & PROSPECT					
TMASSO T & M ASSOCIATES		22-02806	SAFE ROUTES TO TRANSIT	246.00	0.00	B
	Extd Total:			246.00		
	Department Total:			246.00		
	CAFR Total:			1,100.61		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			1,100.61		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
4-07-55-502-000-204	SEWER UTILITY O/E: Office Supplies					
WBMASON W.B.MASON CO., INC.		24-03286	Office Supplies	132.05	0.00	
4-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
GRAING GRAINGER, INC.		24-03356	repair clamp	392.01	0.00	
4-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
JCPL JCPL		24-03433	Various Accounts 10/24-11/24	24,778.15	0.00	
4-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
UNIVAR UNIVAR SOLUTIONS USA, INC.		24-03342	INV #52571520 NOVEMBER 2024	5,953.27	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		24-03345	#40057114 Payment #56 of 60	82.58	0.00	
KEPSPR KEPWEL SPRING WATER		24-03416	ACCT #117290 NOVEMBER 2024	52.00	0.00	
				6,087.85		
4-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
ALSEN005 ALS ENVIRONMENTAL		24-00763	#3313HN11962 TOXICITY TESTING	1,250.00	0.00	B
NJNATU N.J. NATURAL GAS CO.		24-03346	Various Accounts 10/15-11/11	5,056.40	0.00	
				6,306.40		
4-07-55-502-000-234	SEWER UTILITY O/E: ARP Funds					
CDMSM005 CDM SMITH INC.		23-03150	WWTP PHASE I DESIGN SERVICES	112,292.98	0.00	B
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			149,989.44		
	Department Total: UTILITY OE			149,989.44		
	CAFR Total:			149,989.44		
	Fund Total: SEWER UTILITY: BUDGET:			149,989.44		
	Year Total:			3,371,862.13		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Odr. 2018-57 Acq.Prop./Const. of FH					
C-04-55-998-176-001	Section 20 Costs					
TMASSO T & M ASSOCIATES		23-01422	FIRE HEADQUARTERS CONSTRUCTION	23,503.39	0.00	B
TMASSO T & M ASSOCIATES		24-00322	LSRP SERVICES FD HEADQUARTERS	2,536.00	0.00	B
				26,039.39		
	Extd Total: Odr. 2018-57 Acq.Prop./Const. of FH			26,039.39		

Attachment: Bill List 12-11-24 (2024-506 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. 2024-26 Various Veh. & Cap. Equip.					
C-04-55-998-186-003	Vehicles & Equip. IT					
DELCOM	DELL MARKETING L.P.	24-02380	#3000179358504 THREE LAPTOPS	3,850.08	0.00	
DELCOM	DELL MARKETING L.P.	24-02381	300179358835 WORKSTATIONS	29,099.80	0.00	
DELCOM	DELL MARKETING L.P.	24-02382	3000179665324.1 SERVER	18,763.26	0.00	
CDWGOV	CDW GOVERNMENT LLC	24-02869	Q#PBSM448 HAVIS Mounts	1,209.51	0.00	
IDEIDE	IDEMIA IDENTITY & SECURITY	24-02934	LIVE SCAN DEVICE FOR PD	26,726.00	0.00	
ATECSEC	A+ TECHNOLOGY & SECURITY	24-03146	Q#ES38601 PD Evidence Door	3,751.42	0.00	
CDWGOV	CDW GOVERNMENT LLC	24-03157	Q#1CFWL06 PD AIO Suqad Room	5,645.32	0.00	
				89,045.39		
	Extd Total: Ord. 2024-26 Various Veh. & Cap. Equip.			89,045.39		
	Department Total:			115,084.78		
	CAFR Total:			115,084.78		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			115,084.78		
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.	13,115.61	0.00	B
C-09-17-906-000-903	DOT Grant					
LUCBRO	LUCAS BROTHERS, INC.	22-03390	MEMORIAL DRIVE IMPROVEMENTS	47,980.80	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			61,096.41		
	Department Total: Ord. 2020-8 Memorial Drive Paving			61,096.41		
Department:	Ord. 2024-20 1st Ave. Road Improvements					
Extd:	Ord. 2024-20 1st Ave. Road Improvements					
C-09-17-911-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	24-02201	FIRST AVE ROADWAY IMPROVEMENTS	113,534.32	0.00	B
	Extd Total: Ord. 2024-20 1st Ave. Road Improvements			113,534.32		
	Department Total: Ord. 2024-20 1st Ave. Road Improvements			113,534.32		
	CAFR Total:			174,630.73		
	Fund Total: PARKING CAPITAL			174,630.73		
	Year Total:			289,715.51		
Fund:	GRANT FUND BUDGET:					
G-02-43-938-020-200	Safe Streets to Schools					
NV5IN005	NV5, INC.	24-03292	INV412314 Srvc's Thru 8/31/24	7,874.73	0.00	
	Extd Total:			7,874.73		
	Department Total:			7,874.73		
G-02-43-956-022-203	Mental Health Grant					
AMAZ0005	AMAZON.COM SERVICES	24-03254	Lyson Disinfecting Wipes	14.97	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-956-022-214	NJ DOT Asbury Ave. Bikeway Project					
TMASSO T & M ASSOCIATES		23-03019	ASBURY AVE BIKEWAY IMPROVEMENT	931.50	0.00	B
G-02-43-956-022-217	Opiod Settlement Funds					
THERA005 THERAMANAGER, LLC		23-01950	CASE MANAGEMENT SOFTWARE	1,085.00	0.00	B
4IMPRINT 4IMPRINT		24-03151	Tee shirts for Clients	2,454.20	0.00	
				3,539.20		
	Extd Total:			4,485.67		
	Department Total:			4,485.67		
G-02-43-966-023-220	EPA Brownfields Cleanup Grant					
BRORED BROWNFIELD REDEVELOPMENT		24-03279	Invoice 7472 Brownfields	1,416.00	0.00	
	Extd Total:			1,416.00		
	Department Total:			1,416.00		
G-02-43-980-024-200	Mental Health Grant 2024					
AMAZO005 AMAZON.COM SERVICES		24-03276	Mens Beanies for clients	101.20	0.00	
AMAZO005 AMAZON.COM SERVICES		24-03302	Nursing Supplies	113.36	0.00	
AMAZO005 AMAZON.COM SERVICES		24-03331	Masks for clients	43.50	0.00	
AMAZO005 AMAZON.COM SERVICES		24-03332	Ponchos for clients	56.95	0.00	
AMAZO005 AMAZON.COM SERVICES		24-03333	Saline and Cough for clients	100.96	0.00	
				415.97		
	Extd Total:			415.97		
	Department Total:			415.97		
G-02-43-984-024-201	Municipal Share					
ARCAR005 ARCARI & IOVINO ARCHITECTS, PC		24-01847	BOARDWALK RESTROOMS	44,820.00	0.00	B
TMASSO T & M ASSOCIATES		24-02759	BOARDWALK RESTROOMS PROJECT	45,865.50	0.00	B
TMASSO T & M ASSOCIATES		24-02760	BOARDWALK DECKING REPLACEMENT	17,877.98	0.00	B
				108,563.48		
	Extd Total:			108,563.48		
	Department Total:			108,563.48		
	CAFR Total:			122,755.85		
	Fund Total: GRANT FUND BUDGET:			122,755.85		
	Year Total:			122,755.85		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2023 CDBG 23-MC-34-0100					
T-17-82-850-850-003	2023 Community Events					
AMAZO005 AMAZON.COM SERVICES		24-03305	Tree Lighting/office vacuum	320.04	0.00	
WBMASON W.B.MASON CO., INC.		24-03308	snacks for Tree Lighting	88.38	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-17-82-850-850-003	2023 Community Events		Continued			
TRAVE005 TRAVELIN'	TOM'S OF ASBURY PARK	24-03391	Refreshments for Tree Lighting	250.00	0.00	
				658.42		
	Extd Total: 2023 CDBG 23-MC-34-0100			658.42		
	Department Total:			658.42		
	CAFR Total:			658.42		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			658.42		
Fund:	TRUST OTHER					
T-20-56-850-860-801	Reserve for Unemployment Compensation					
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	24-03323	3rd Q 2023 Unemployment	14,200.74	0.00	
	Extd Total:			14,200.74		
	Department Total:			14,200.74		
	CAFR Total:			14,200.74		
	Fund Total: TRUST OTHER			14,200.74		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-169-000-299	1201 BRIDGE ST.(PETER GAYLORD)					
LEONS010 LEON S. AVAKIAN, INC.		24-03453	ZB SVS 28798 Avakian	930.00	0.00	
	Extd Total:			930.00		
	Department Total:			930.00		
T-21-00-620-000-299	711 BANGS AVENUE(725 MATTISON, LLC)					
LEONS010 LEON S. AVAKIAN, INC.		24-03298	INV #28059 PB & ZB ENG SVS	4,040.00	0.00	
	Extd Total:			4,040.00		
	Department Total:			4,040.00		
T-21-00-627-000-299	110 FIRST AVENUE(ASBURY PARTNERS, LLC)					
LEONS010 LEON S. AVAKIAN, INC.		24-03310	PB ENG SVS 28058	510.00	0.00	
	Extd Total:			510.00		
	Department Total:			510.00		
T-21-00-629-000-299	SUNSET SQUARE B4205(INSP.FEES)(PHM,LLC)					
TMASSO T & M ASSOCIATES		24-03452	SE474752 PMH Sunset Square	1,968.00	0.00	
	Extd Total:			1,968.00		
	Department Total:			1,968.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			7,448.00		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			7,448.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-806	711&607 Mattison/545 Lake/550 Cookm(APB)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		24-03215	Invoice 6284 Council General	529.20	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-826 MARFAL MARAZITI FALCON, LLP	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)	24-03324	PROFESSIONAL SERVICES RENDERED	455.00	0.00	
T-48-56-850-000-830 MARFAL MARAZITI FALCON, LLP	216-218 3RD AVENUE(K.HOVNANIAN CO.,LLC)	24-03324	PROFESSIONAL SERVICES RENDERED	227.50	0.00	
T-48-56-850-000-842 MARFAL MARAZITI FALCON, LLP	iSTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)	24-03324	PROFESSIONAL SERVICES RENDERED	617.50	0.00	
T-48-56-850-000-846 MARFAL MARAZITI FALCON, LLP	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)	24-03324	PROFESSIONAL SERVICES RENDERED	195.00	0.00	
T-48-56-850-000-850 MARFAL MARAZITI FALCON, LLP	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC)	24-03324	PROFESSIONAL SERVICES RENDERED	130.00	0.00	
T-48-56-850-000-855 MARFAL MARAZITI FALCON, LLP	1401 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)	24-03324	PROFESSIONAL SERVICES RENDERED	390.00	0.00	
T-48-56-850-000-856 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)	24-03215	Invoice 6284 Council General	117.60	0.00	
T-48-56-850-000-862 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	1001 1ST AVENUE(ASBURY PARK FIRST)	24-03215	Invoice 6284 Council General	44.10	0.00	
T-48-56-850-000-868 MARFAL MARAZITI FALCON, LLP	201 2ND AVE(209-213 FOURTH AVE,LLC)	24-03324	PROFESSIONAL SERVICES RENDERED	260.00	0.00	
T-48-56-850-000-869 MARFAL MARAZITI FALCON, LLP	212-214 2ND AVENUE(BLOCK 3901 QOZF,LLC)	24-03324	PROFESSIONAL SERVICES RENDERED	2,535.00	0.00	
T-48-56-850-000-870 MARFAL MARAZITI FALCON, LLP	BLOCK 4306(ASBURY PARTNERS, LLC)	24-03324	PROFESSIONAL SERVICES RENDERED	227.50	0.00	
T-48-56-850-000-874 TMASSO T & M ASSOCIATES	MM BOARDWALK(MADISON MARQUETTE,LLC)	24-03397	Invoice SE465201 Boardwalk	4,065.50	0.00	
T-48-56-850-000-879 MARFAL MARAZITI FALCON, LLP	201-203 EIGHTH AVENUE(K.HOVNANIAN)	24-03324	PROFESSIONAL SERVICES RENDERED	3,867.50	0.00	
T-48-56-850-000-882 MARFAL MARAZITI FALCON, LLP	BLK 3904 PARKING GARAGE(ASBURY PARTNERS)	24-03324	PROFESSIONAL SERVICES RENDERED	487.50	0.00	
T-48-56-850-000-883 MARFAL MARAZITI FALCON, LLP	BLK 4004 108 3RD AVENUE(ASBURY PARTNERS)	24-03324	PROFESSIONAL SERVICES RENDERED	747.50	0.00	
T-48-56-850-000-884 MARFAL MARAZITI FALCON, LLP	AP TRANGLE2(BLOCK 3801)(ASBURY PARTNERS)	24-03324	PROFESSIONAL SERVICES RENDERED	130.00	0.00	

Attachment: Bill List 12-11-24 (2024-506 : Payment of Bills)

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor						
T-48-56-850-000-887	BLOCK 3802(ASBURY PARTNERS, LLC)					
MARFAL MARAZITI FALCON, LLP		24-03324	PROFESSIONAL SERVICES RENDERED	195.00	0.00	
	Extd Total:			15,221.40		
	Department Total:			15,221.40		
	CAFR Total:			15,221.40		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			15,221.40		
	Year Total:			37,528.56		
Total Charged Lines:	456	Total List Amount:	3,837,172.55	Total Void Amount:	0.00	

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	3-01	2,076.00	0.00	0.00	2,076.00
SEWER UTILITY: BUDGET:	3-07	13,234.50	0.00	0.00	13,234.50
Year Total:		15,310.50	0.00	0.00	15,310.50
CURRENT	4-01	3,220,324.02	0.00	0.00	3,220,324.02
BEACH	4-05	448.06	0.00	0.00	448.06
TRANSPORTATION UTILITY: BUDGET:	4-06	1,100.61	0.00	0.00	1,100.61
SEWER UTILITY: BUDGET:	4-07	149,989.44	0.00	0.00	149,989.44
Year Total:		3,371,862.13	0.00	0.00	3,371,862.13
GENERAL CAPITAL FUND BUDGET:	C-04	115,084.78	0.00	0.00	115,084.78
PARKING CAPITAL	C-09	174,630.73	0.00	0.00	174,630.73
Year Total:		289,715.51	0.00	0.00	289,715.51
GRANT FUND BUDGET:	G-02	122,755.85	0.00	0.00	122,755.85
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	658.42	0.00	0.00	658.42
TRUST OTHER	T-20	14,200.74	0.00	0.00	14,200.74
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	7,448.00	0.00	0.00	7,448.00
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	15,221.40	0.00	0.00	15,221.40
Year Total:		37,528.56	0.00	0.00	37,528.56
Total Of All Funds:		3,837,172.55	0.00	0.00	3,837,172.55

December 11 , 2024 Meeting

Balance Brought Forward from Total List Amount	\$ 3,837,172.55
City of Asbury Park (24-03327)	\$ 724.71

Total:	<u>\$ 3,837,897.26</u>
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Attachment: Bill List 12-11-24 (2024-506 : Payment of Bills)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-507

To adopt a temporary budget for the payment of bills until the adoption of the regular budget.



RESOLUTION NO. 2024-507

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

RESOLUTION PROVIDING FOR 2025 TEMPORARY BUDGET APPROPRIATIONS

WHEREAS, in the normal operations of the business of the City of Asbury Park, it will be necessary to make contracts, commitments, and payments prior to the adoption of the regular budget for the City of Asbury Park; and

WHEREAS, Revised Statutes 40A:4-19 of the State of New Jersey provide that the Governing Body of any municipality may make temporary appropriations to provide for any contracts, commitments or payments to be made between the beginning of the budget year and the adoption of the final budget; and

WHEREAS, the date of this resolution is within thirty (30) days of the month of January 2025; and

WHEREAS, the total amount of appropriations hereunder of \$14,066,930 for the General Fund, \$629,871 for the Sewer Utility Operating Fund, \$492,713 for the Beach Utility Operating Fund and \$780,242 for the Parking Utility Operating Fund for 2025, exclusive of any 2025 appropriations made for Debt Service, Capital Improvement Fund, and Public Assistance does not exceed 26.25% of the 2024 budget.

NOW, THEREFORE, BE IT RESOLVED that the following Temporary Budget for the City of Asbury Park for the year 2025 be adopted, and a certified copy of this resolution be forwarded to the City's Chief Financial Officer.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-507 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK
2025 TEMPORARY BUDGET

CURRENT FUND

	Salaries & Wages	Other Expenses
IN CAP:		
General Administration	\$ 144,008.00	\$ 76,178.00
Mayor & Council	10,773.00	1,286.00
Central Functions		13,781.00
Clerk's Office	60,375.00	28,481.00
Director of Communications	26,250.00	6,300.00
Financial Administration	75,042.00	119,910.00
Human Resources	44,658.00	1,575.00
Audit		16,275.00
Tax Collector	59,063.00	8,138.00
Tax Assessor	30,975.00	34,309.00
Legal Services		97,125.00
Computerized Data Processing	29,925.00	95,091.00
Cable TV Advisory	8,138.00	6,300.00
Planning Department	76,650.00	23,769.00
Engineering		78,750.00
Code Enforcement	140,700.00	7,124.00
Unemployment Insurance		2,625.00
Liability Insurance		430,500.00
Worker Compensation Insurance		435,750.00
Employee Group Insurance		1,540,048.00
Health Insurance Opt Out		19,688.00
Police	3,054,188.00	135,156.00
Fire Department	1,798,125.00	88,394.00
Municipal Prosecutor		16,275.00
Streets and Roads	433,125.00	178,631.00
Solid Waste	42,000.00	518,438.00
Buildings and Grounds	86,625.00	45,688.00
Social Services	59,325.00	16,170.00
Senior Citizens	54,338.00	8,400.00
Recreation Services	74,025.00	64,722.00
Municipal Court	93,487.00	16,776.00
Public Defender		11,813.00
Uniform Construction Code	144,538.00	2,773.00
Street Lighting		89,250.00
Telephone		39,375.00
Gasoline		99,750.00
Light, Heat and Power		98,438.00
Fire Hydrant Rent		72,188.00
Contr. Acc. Absences		144,375.00
Social Security		288,750.00
Public Employees Retirement System		331,275.00
Police & Firemens Retirement System		1,429,515.00
DCRP		525.00
Total Inside CAPS	6,546,333.00	6,739,680.00

Attachment: 2025 TEMP RESO BACKUP (2024-507 : Temporary Budget - Reorg 2024)

CITY OF ASBURY PARK
2025 TEMPORARY BUDGET

CURRENT FUND

	Salaries & Wages	Other Expenses
O/S CAP:		
Library	170,012.00	75,000.00
Monmouth County 911 and Dispatch Services		185,866.00
BPP		26,449.00
Senior Center Grant		32,320.00
Mental Health Grant		127,064.00
SRO		140,597.00
	<u>170,012.00</u>	<u>587,296.00</u>
Debt Service:		
Note Interest		149,000.00
Green Acres Loan		33,993.00
		<u>182,993.00</u>
Total O/S CAP	<u>170,012.00</u>	<u>770,289.00</u>
	<u>6,716,345.00</u>	<u>7,509,969.00</u>
TOTAL CURRENT FUND BUDGET	\$ <u>14,226,314.00</u>	

CITY OF ASBURY PARK
2025 TEMPORARY BUDGET

SEWER UTILITY OPEARTING FUND

Salaries and Wages	\$	170,625.00
Other Expenses		435,621.00
NJEIT-DEP and Admin Fee		5,250.00
Social Security		18,375.00
TOTAL SEWER OPERATING BUDGET	\$	<u>629,871.00</u>

BEACH UTILITY OPEARTING FUND

Salaries and Wages	\$	368,550.00
Other Expenses		104,475.00
Social Security		19,688.00
TOTAL BEACH UTILITY BUDGET	\$	<u>492,713.00</u>

TRANSPORTATION UTILITY OPEARTING FUND

Salaries and Wages	\$	257,513.00
Other Expenses		232,229.00
Interest on Notes		280,000.00
Social Security		10,500.00
TOTAL PARKING UTILITY BUDGET	\$	<u>780,242.00</u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-508

Routine transfer of funds for year end.



RESOLUTION NO. 2024-508

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

RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS IN THE FISCAL YEAR 2024 BUDGET

WHEREAS, it has been determined that various line items within the 2024 fiscal year operating budget need additional funds to cover these expenditures; and,

WHEREAS, it has also been determined that sufficient balances remain in various expense accounts to cover these expenditures; and,

WHEREAS, New Jersey Statute 40A:4-58 allows for the transfer of funds between line items during the two months during the fiscal year and the first three months of the following year.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the Chief Financial Officer is hereby authorized to make the following budget transfers:

Current Fund:	From	To
Engineering	\$25,000.00	
Employee Group Insurance	60,000.00	
Construction Code SW	48,000.00	
Telephone		15,000.00
Streets and Roads SW		60,000.00
Health Insurance Opt Out		23,000.00
Legal		35,000.00
Sewer Utility Fund:		
Other Expenses	40,000.00	
Salaries and Wages		40,000.00

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to provide a certified copy to the Chief Financial Officer and the 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. 2024-508 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 23rd DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-509

To change amount of the Tax Collector Change Fund from \$250.00 to \$750.00



RESOLUTION NO. 2024-509

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

RESOLUTION AUTHORIZING CHANGE TO TAX COLLECTOR CHANGE FUND

Whereas, The City Council of the City of Asbury Park has authorized the change fund for the Tax Department, and

Whereas, The Tax Department has requested an increase from \$250.00 to \$750.00, and

Be it Further Resolved, that the City Council of the City of Asbury Park does hereby reaffirm the following change funds:

Tax Collector	\$750.00
City Clerk	<u>\$200.00</u>
Total Change Funds	<u>\$950.00</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. 2024-509 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-510

Resolution authorizing the purchase of natural gas supply services for public use on an online auction.



RESOLUTION NO. 2024-510

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

RESOLUTION AUTHORIZING THE PURCHASE OF NATURAL GAS SUPPLY SERVICE FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE

WHEREAS, the City of Asbury Park has determined to move forward with the EMEX Reverse Auction in order to procure natural gas for City owned properties; and

WHEREAS, the Local Government Electronic Procurement Act (P.L. 2018, c. 156) (the “Act”) authorizes the purchase of natural gas supply service for public use through the use of an online auction service; and

WHEREAS, the City of Asbury Park will utilize the online auction services of EMEX, LLC, a division of Mantis Innovation, an approved vendor pursuant to the Act; and

WHEREAS, EMEX, LLC, a division of Mantis Innovation, is compensated for all services rendered through the participating supplier that a contract is awarded to; and

WHEREAS, an auction will be conducted pursuant to the Act; and

WHEREAS, if the auction achieves a price of \$0.6060/therm or less for a 12-month term, a price of \$0.6131/therm or less for a 24-month term, a price of \$0.6273/therm or less for a 36-month term; City of Asbury Park may award a contract to the winning supplier for the selected term.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager of the City of Asbury Park shall be and is hereby authorized to execute on behalf of the City of Asbury Park any natural gas contract proffered by the participating supplier that submits the winning bid in the EMEX Reverse Auction if the auction achieves a price of \$0.6060/therm or less for a 12 month term, a price of \$0.6131/therm or less for a 24 month term, a price of \$0.6273/therm or less for a 36 month term; City of Asbury Park may award a contract to the winning supplier for the selected term.

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

NO. 2024-510 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-511

Resolution authorizing the repairs of the John Deere Front End Loader at DPW in the amount of \$6,974.74 utilizing DPW O&E funds.



RESOLUTION NO. 2024-511

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

RESOLUTION AUTHORIZING THE REPAIRS NEEDED TO THE JOHN DEERE FRONT END LOADER AT THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City has a need to repair the John Deere front end loader, vehicle #849 at the Department of Public Works; and

WHEREAS, the City has obtained the attached quote from Jesco, Inc. totaling \$6,974.74 from the ESCNJ Co-Op Contract #22/23-12; and

WHEREAS, the City of Asbury Park is desirous of awarding the repairs needed to the John Deere front end loader, vehicle #849 in the amount of \$6,974.74 to Jesco, Inc.; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 4-01-26-290-000-203. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the repairs to the John Deere front end loader vehicle #849 to Jesco, Inc. in the amount of \$6,974.74 and a copy of this Resolution shall be provided to the Deputy Director Department of Public Works, City Manager, CFO and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-511 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



1790 Rt.38 (So. Pemberton Rd)
Lumberton, NJ 08048
Phone: (609) 287-2020
Fax: (609) 450-8117

REMIT TO
Jesco Inc.
1260 Centennial Ave.
Piscataway NJ, 08854



JOHN DEERE

Ship To:

F/ASBURY PARK DPW
ESNJ/22/23-12

+40.2144903, -74.0141459

Invoice To:

Asbury Park DPW
9 Main St
Asbury Park NJ 07712

Branch 05 - Mt. Holly NJ		
Date 11/18/2024	Time 9:59:28 (O)	Page 1
Account No. 0000070900	Phone No. 7327750900	Invoice No. 023988
Ship Via		Purchase Order TBD
		Salesperson 585

ESTIMATE EXPIRY DATE: 11/25/2024

DESCRIPTION

Stock #: 407818 524K 4WD LOADER
Make: JD Model: 524K
Is to have the following work done

MS #: 1DW524KHEGF677472

ESTIMATE ONLY**ADDITIONAL DESCRIPTION:**

-THIS IS AN ESTIMATE ONLY TO TRAVEL TO SITE AND REMOVE AND
REPLACE FUEL INJECTION PUMP. THISA ESTIMATE INCLUDES
ORIGINAL DDIAGNOSTIC

Part#	Description	Qty	Price	Amount
DZ128160	Fuel Pump	1	2830.13	2830.13
SR CALL	MILEAGE	100	5.00	500.00
DZ115392	Filter Element	1	59.28	59.28
DZ128543	Filter Element	1	69.92	69.92

MISCELLANEOUS CHARGES:	Description	Price	Amount
	ENVIRO CHARGE	100.00	100.00
	SHOP SUPPLIES	181.91	181.91

Parts:	2959.33
Labor:	3233.50
Service Call:	500.00
Miscellaneous:	281.91
TOTAL:	6974.74

Authorization: _____

Customer's Authorization Signature: _____

I am authorized, on behalf of the Customer, to authorize Jesco (and hereby grant such authorization) to perform the repair work described above, including all service, parts and materials necessary to complete the described work. Customer agrees to an express lien on the equipment and authorizes Jesco to retain possession of the equipment until all amounts due as billed are paid in full. Customer grants Jesco permission to operate the equipment referenced in this Authorization as necessary to testing and inspection. Customer will not hold Jesco responsible for damage to or loss of the equipment in case of fire, theft, accident or other causes beyond Jesco's control. Customer must pick up its machinery/equipment within 72 hours of its being notified that the work is complete. If Customer fails to pick up its equipment within 72 hours of such notification, Customer acknowledges and agrees that it will be charged a storage fee of \$60.00 per day.

☐ C O D ☐ Jesco Account (Net 30)

☐ CREDIT CARD AUTH# _____

☐ CHECK ☐ POWER PLAN AUTH# _____

CITY OF ASBURY PARK
Department of Public Works
PURCHASE REQUEST

DATE:

11/18/24

DESCRIPTION of Purchase:

JOHN Deere Front End Loader #849
NEEDS fuel INJECTION PUMP ASSEMBLY

REASON for Purchase

VEHICLE STALLS AT TIME WITH DIAGNOSTIC
TROUBLE CODE

AMOUNT:

\$ 6974.74

VENDOR'S NAME AND ADDRESS:

Jesco John Deere

REMARKS:

REQUESTED BY:

Ed Pawlenty

DPW DIRECTOR'S APPROVAL

[Signature] 11/18/24

Tracy Lizardi

From: Malvina Zylstra
Sent: Monday, November 18, 2024 10:17 AM
To: Tracy Lizardi; JoAnn Boos
Cc: Gregory Toro; Edward Pawlicki
Subject: #849 needs fuel injection pump
Attachments: 20241118101357489.pdf

Tracy,

Please see the attached estimate for the repairs to the John Deere front end loader #849 – needs fuel injection pump assembly.

Malvina (Mal) Zylstra

Department of Public Works
 City of Asbury Park
 9 Main Street
 Asbury Park, NJ 07712
 732-502-4566
Malvina.zylstra@cityofasburypark.com

Visit, Follow, Sign-up & Watch

www.cityofasburypark.com
 FB @CityofAsburyParkNJ and @inAsburyParkNJ
 Twitter @inAsburyParkNJ and @APCmtEvents
 Instagram @CityofAsburyParkNJ
www.NextDoor.com
www.Nixle.com
 APTV Verizon Fios Ch. 30 & Cablevision Ch. 77

Attachment: DPW - JOHN DEERE REPAIRS QUOTE (2024-511 : Authorizing the repairs needed to the John Deere Front End Loader at DPW)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-512

Resolution authorizing the annual renewal of the Nixel notification system for the Police Department in the amount of \$6,654.73 utilizing Police O&E funds.



RESOLUTION NO. 2024-512

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

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF THE NIXEL NOTIFICATION SYSTEM FOR THE POLICE DEPARTMENT

WHEREAS, the City has a need to renew the Police Department Nixel notification system for one year; and

WHEREAS, the City has obtained the attached invoice from Everbridge in the amount of \$6,654.73; and

WHEREAS, the City of Asbury Park is desirous of awarding the annual renewal of Nixel notification system to the vendor listed above in an amount of \$6,654.73; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 4-01-25-240-000-212. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the renewal of Nixel notification system in the amount of \$6,654.73 and a copy of this Resolution shall be provided to the City Manager, CFO, Police Chief, and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-512 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



Invoice

Everbridge, Inc
8300 Boone Blvd.
Suite 800
Vienna VA 22182
United States
818-230-9786

Acct. No.	Date	Invoice #
11521	11/25/2024	M84713

Bill To		Customer				
Attn: Tracey Bermes Asbury Park Police Department 1 Municipal Plaza Asbury Park NJ 07712 United States		Asbury Park Police Department 1 Municipal Plaza Asbury Park NJ 07712 United States				
PO #		Quote Number		Sales Rep		
		Q-195340		Donnelly, Nicholas		
Payment Terms		Payment Notes		Due Date		Currency
Net 30				12/25/2024		USD
Billing Start Date		Billing End Date		Category		
11/25/2024		11/24/2025				
Item	Description	Quantity	Net Annual	Pro-Rate	One Time Credit	Amount
101-09-11-1040-000	Nixle Additional 360 System(s)	1	1,060.90	0.00		1,060.90
101-99-11-0215-000	Nixle 360	15,855	5,593.83	0.00		5,593.83
Total						\$6,654.73

Remittance Slip

Customer Number	Invoice #	Amount Due	Amount Paid
11521 Asbury Park Police Department	M84713	\$6,654.73	

Make Checks Payable To

Everbridge Inc.
Attn: Accounts Receivable Dept.
PO Box 92506
Las Vegas, NV 89193-2506

FOR OVERNIGHT COURIER SERVICE:

Everbridge Inc.
c/o WAB Lockbox Operations Box # 92506
5976 Euclid St

WIRES / ACH PAYMENTS SHOULD BE SENT TO:
Everbridge Bank, a division of Western Alliance Bank
ABA or Routing number: 121143260
Account number: 0101355022
For Credit to: Everbridge Inc

For Receiving International Wires in USD Only:
Swift Code: BBFXUS6S
For Canadian payments: HST#858007263

Please call or email Everbridge Accounts Receivable Department at (818) 230-9786 or Accounts.Receivable@everbridge.com for any questions and for any international payments other than USD to receive wire instructions.

Attachment: PD - NIXEL RENEWAL INVOICE (2024-512 : Authorizing the Annual Renewal of the Nixel Notification System for the Police



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-513

Resolution authorizing the purchase of spare parking kiosk parts needed for Transportation from IPS Group, Inc. in the amount of \$19,448.14 utilizing O&E funds.



RESOLUTION NO. 2024-513

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

RESOLUTION AUTHORIZING PURCHASE OF SPARE PARKING KIOSK PARTS NEEDED FOR TRANSPORTATION

WHEREAS, the City of Asbury Park ("City") has a need to purchase spare parking parts needed for the current active parking kiosks; and

WHEREAS, the City has obtained the attached quote from IPS Group, Inc. totaling \$19,448.14; and

WHEREAS, these goods are exempt from public bidding as per N.J.S.A. 40A:11-5(1) (dd) The provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or to acquire or update non-proprietary software; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of spare parking kiosk parts needed to IPS Group, Inc. in the amount of \$19,448.14; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 4-06-55-502-000-212. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of spare parking parts needed for the current active kiosks in the amount of \$19,448.14 and a copy of this Resolution shall be provided to the Director of Transportation, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-513 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



3.D.8.b



7737 Kenamar Court,
San Diego, CA 92121

IPS Sales Quote

Date	Quote #	Customer	Sub-Contractor
11/15/2024	IPS-2024-1115123960	Asbury Park, NJ (501)	None

Bill To
City of Asbury Park Planning One Municipal Plaza Asbury Park, NJ 07712

Ship To
City of Asbury Park Planning One Municipal Plaza Asbury Park, NJ 07712

Rep	ACV	Terms	FOB	Contract	P.O#
JB	Replacement	Net 30	San Diego		

Item	Description	Qty	Price	Total
800-003	MSI Main Operating Board with LCD without Modem	2	\$950.00	\$1,900.00
767-0104	BUS 4G Verizon Modem Upgrade Assembly	2	\$325.00	\$650.00
800-006	Hengstler Thermal Printer with IPS Cover and Custom Spout	8	\$950.00	\$7,600.00
800-604	MSI LCD screen	20	\$295.00	\$5,900.00
767-026	Standard USA MS 1 Card Reader Assembly	20	\$149.00	\$2,980.00
Collection Card-Long	Version 2 Collection Card-Long	3	\$05.50	\$16.50
Diagnostic Card-Long	Version 2 New Diagnostic Card-Long	3	\$05.50	\$16.50
Maintenance Card-Long	Version 2 New Maintenance Card-Long	3	\$05.50	\$16.50

Attachment: TRANSPORTATION - KIOSK SPARE PARTS QUOTE (2024-513 : Purchase of Spare Parking Kiosk Parts Needed for Transportation)



IPS-2024-1115123960



7737 Kenamar Court,
San Diego, CA 92121

IPS Sales Quote

Date	Quote #	Customer	Sub-Contractor
11/15/2024	IPS-2024-1115123960	Asbury Park, NJ (501)	None

Bill To
City of Asbury Park Planning One Municipal Plaza Asbury Park, NJ 07712

Ship To
City of Asbury Park Planning One Municipal Plaza Asbury Park, NJ 07712

Rep	ACV	Terms	FOB	Contract	P.O.#
JB	Replacement	Net 30	San Diego		

Item	Description	Qty	Price	Total
Notes-Freight	+ FREIGHT CHARGES (SHIPPING_GROUND)	1	\$368.64	\$368.64

Subtotal \$19,448.14

Tax Exempted (0.00%) \$0.00

Grand Total \$19,448.14

Order Remarks:

TERMS AND CONDITIONS:

- Quote is stated in USD. Shipping and sales tax charges may apply.
- Orders will not be submitted until a Purchase Order has been issued or a signed copy of the quote is received by IPS Group, Inc. If your company uses a blanket purchase order, please write the number in the 'P.O. No.' box near the top of the quote.
- A signed copy of this quote must be returned to your sales representative for further processing. Notification will be sent once the order is submitted for processing.
- This quote expires 90 days after the date it was issued.
- Unless IPS has a formal contract or agreement in place, then the following default terms and conditions will apply:
<https://ipsgroupinc.com/terms-conditions/>
- If you have any questions, or require further assistance please contact customer support by submitting your questions to the email address below.

Signature _____

Phone #	Fax #	E-mail
858-568-7648	858-408-7839	customersupport@ipsgroupinc.com



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-514

Resolution authorizing the purchase of rescue equipment known as the "Jaws of Life" for the Fire Department from ESI Equipment, Inc. off of State Contract #17-FLEET-00820 totaling \$15,218.88 utilizing O&E funds.



RESOLUTION NO. 2024-514

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

RESOLUTION AUTHORIZING THE PURCHASE OF RESCUE EQUIPMENT KNOWN AS THE JAWS OF LIFE FOR THE FIRE DEPARTMENT

WHEREAS, the City has a need to purchase the rescue equipment known as the "Jaws of Life" for the Fire Department; and

WHEREAS, the City has obtained the attached quotes totaling \$15,218.98 from ESI Equipment Inc. off of N.J. State Contract #17-FLEET-00820; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 4-01-25-265-000-298. The maximum amount of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council, of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase as outlined in this Resolution for a total amount of \$15,218.88.

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-514 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



119 Keystone Drive
Montgomeryville PA 18936

Quote

Date	Estimate #
8/22/2024	E24-1094

Name / Address

City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

Rep	Project
GG	

Item	Description	Qty	Cost	U/M	Total
HOL-159.000.225	Holmatro Pentheon PCT50 cordless combi tool Gen-2	1	14,288.40		14,288.40
HOL-151.000.583	Pentheon PBPA287 Battery	2	0.00		0.00
HOL-151.000.742	Pentheon PBCH2 Battery Charger, 110V	1	615.44		615.44
HOL-151.000.499	Pentheon POTC1 On- Tool Charging Cord	1	120.14		120.14
Shipping/Delivery	Shipping and/or Handling Charges	1	195.00		195.00
	Tool Delivery Training Limited Life Time Warranty One Year Service Contract on Above Equipment New Jersey State Contract #17-FLEET-00820				
Bid Prices Valid For 30 Days From Date Of Proposal			Total		\$15,218.98

Customer Signature _____

Phone #	Fax #
267-803-1440	267-803-1447



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-515

Resolution approving change order #6 for New Fire Department Headquarters in a decreased amount of \$916.06. This change order is for various credit and additions to the project. Change order #6 results in a new contract amount of \$18,260,121.98.



RESOLUTION NO. 2024-515

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

RESOLUTION APPROVING CHANGE ORDER #6 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 has 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 has approved via Resolution 2023-525 Change Order #2 resulting in an additional amount of ten thousand six hundred thirty-one dollars and thirty-one cents (\$10,631.31) to the contract; and

WHEREAS, the City has approved via Resolution 2024-176 Change Order #3 resulting in an additional amount of twelve thousand six hundred six dollars and thirteen cents (\$12,606.13) to the contract; and

WHEREAS, the City has approved via Resolution 2024-217 Change Order #4 resulting in an additional amount of sixty-six thousand four hundred thirty-eight dollars and forty-five cents (\$66,438.45) to the contract; and

WHEREAS, the City has approved via Resolution 2024-356 Change Order #5 resulting in an additional amount of seventeen thousand six hundred fifty-five dollars and eight-four cents (\$17,655.84) to the contract; and

WHEREAS, the City Engineer is requesting Change Order #6 in the reduced amount of \$916.06 and represents credits and additions to the project decreasing the original contract sum with a new contract amount of eighteen million two hundred sixty thousand one hundred twenty-one dollars and ninety-eight cents (\$18,260,121.98); and

WHEREAS, the change order is for various credits and additions to the project; 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 Change Order 6 shall not exceed a credit in the amount of nine hundred sixteen dollars and six cents (\$916.06).

BE IT FURTHER RESOLVED that the City Mayor is hereby authorized to execute Change Order Number 6 on behalf of the City of Asbury Park.

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. 2024-515 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK

AIA® Document G731™ – 2019
Change Order, Construction Manager as Adviser Edition

PROJECT: (name and address) New Asbury Park Fire Department Headquarters	CONTRACT INFORMATION: Contract For: General Construction	CHANGE ORDER INFORMATION: Change Order Number: 006
OWNER: (name and address) The City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712	ARCHITECT: (name and address) Shore Point Architecture, PA 108 South Main Street Ocean Grove, NJ 07756	CONSTRUCTION MANAGER: (name and address) T&M Associates 1144 Hooper Avenue, Suite 202 Toms River, NJ 08753
CONTRACTOR: (name and address) Wallace Brothers, Inc. 400 Chambers Bridge Road, Brick, NJ 08723		

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.)

Change Order includes costs as described below and in the attached approved PCO Numbers:

#00020	Credits and adjustments to modify the building elevations: eliminate lattice, modify building identification signage, and reduce steel canopy.	(\$12,751.35)
#00020	Credit for a steel allowance included in the contract and not used/required.	(\$14,621.62)
#00020	Credit for Kitchen Equipment that was modified and/or removed from Project scope.	(\$ 8,993.00)
#00020	Credit to replace glazed block with standard block in select areas of the apparatus bays.	(\$ 6,342.05)
#00020	Credit to use drywall frames in lieu of welded frames in select drywall openings.	(\$ 850.00)
#00020	Labor and materials to provide additional rebar at foundation haunches.	\$11,087.84
#00020	Labor and materials to provide and install sprinkler heads in each dorm alcove. Code required.	\$ 8,875.72
#00024	Cost to replace the windows in Dispatch and Reception with transaction windows	\$ 8,424.68
#00020	Cost to provide and install additional receptacles in the Kitchen to accommodate revised layout.	\$ 6,062.05
#00023	Cost to supply and install a sink in the Dining Area.	\$ 4,766.81
#00020	Cost to add stainless steel jambs at the elevator entrances.	\$ 2,142.25
#00020	Labor and materials to provide and install a horn and strobe at the Fire Department Connection. Code required.	\$ 1,282.61

All of the above are expressly incorporated herein and are made a part hereof

The original Contract Sum was	\$ 18,084,000.00
Net change by previously authorized Change Orders	\$ 177,038.04
The Contract Sum prior to this Change Order was	\$ 18,261,038.04
The Contract Sum will be decreased by this Change Order in the amount of	\$ 916.06
The new Contract Sum including this Change Order will be	\$ 18,260,121.98

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, PA

ARCHITECT (Firm name)

T&M Associates

CONSTRUCTION MANAGER (Firm name)

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User Notes:

(3B9ADA48)

Attachment: FIRE HOUSE CHANGE ORDER #6 (2024-515 : Change Order #6 for Fire Department Headquarters)

Stephen J. Carlidge
SIGNATURE
 Stephen J. Carlidge, AIA
PRINTED NAME AND TITLE
 11/15/24
DATE:

Wallce Brothers, Inc.
CONTRACTOR (Firm name)

Steve Wallace
SIGNATURE
 STEVE WALLACE ARS
PRINTED NAME AND TITLE
 11/15/24
DATE:

E. Lawler
SIGNATURE
 Elizabeth Lawler, CCM, Group Manager
PRINTED NAME AND TITLE
 November 15, 2024
DATE:

The City of Asbury Park
OWNER (Firm name)

SIGNATURE
PRINTED NAME AND TITLE
DATE:

Wallace Bros Inc.**CHANGE ORDER REQUEST****No. 00020**400 Chambers Bridge Road
Brick, NJ 08742

Phone: 732 295 9340

TITLE: Deducts & Additions**DATE:** 09/04/2024**PROJECT:** Asbury Park Fire House**JOB:** ASPK-00781**TO:** Attn: Lillian L Nazarro, Esq
City of Asbury Park**CONTRACT NO:** 0100

Asbury Park, NJ 07712

Asbury Park, NJ 07712

Phone:

Fax:

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

Costs for credits & additions to project

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Omit Item #13 & Item #22 of Kitchen Equipment		1.000		(\$8,993.00)	0.00%	\$0.00	(\$8,993.00)
00002	Credit for steel eliminated in Bulletin # 3 and Steel Allowance per Specifications		1.000		(\$14,621.62)	0.00%	\$0.00	(\$14,621.62)
00003	Credit for Glazed Bock Eliminated in Apparatus Bays		1.000		(\$6,342.05)	0.00%	\$0.00	(\$6,342.05)
00004	Credit for Drywall Frames in Lieu of Welded		1.000		(\$850.00)	0.00%	\$0.00	(\$850.00)
00005	Credit for Lattice Removed on Front Tower		1.000		(\$20,035.00)	0.00%	\$0.00	(\$20,035.00)
00006	Add for 60" Color Changing LED Fire Dept Logo		1.000		\$7,283.65	0.00%	\$0.00	\$7,283.65
00007	Add for Kitchen Outlets per SKE-6 & SKE-7		1.000		\$6,062.05	0.00%	\$0.00	\$6,062.05
00009	Add for Stainless Steel Entrances at Elevator		1.000		\$2,142.25	0.00%	\$0.00	\$2,142.25
00010	Add for Additional #5 Rebar to tie in slabs & haunches per HHPC SKS-3 & 4		1.000		\$11,087.84	0.00%	\$0.00	\$11,087.84
00011	Additional costs to add sprinkler heads in dorm		1.000		\$8,875.72	0.00%	\$0.00	\$8,875.72

Attachment: FIRE HOUSE CHANGE ORDER #6 (2024-515 : Change Order #6 for Fire Department Headquarters)

Wallace Bros Inc.**CHANGE ORDER REQUEST****No. 00020**400 Chambers Bridge Road
Brick, NJ 08742**Phone:** 732 295 9340**TITLE:** Deducts & Additions**DATE:** 09/04/2024**PROJECT:** Asbury Park Fire House**JOB:** ASPK-00781**TO:** Attn: Lillian L Nazarro, Esq
City of Asbury Park**CONTRACT NO:** 0100

Asbury Park, NJ 07712

Asbury Park, NJ 07712

Phone:**Fax:****RE:****To:****From:****Number:****DESCRIPTION OF PROPOSAL**alcoves due to new
ceiling heights
shown on
SKA11.1 &
SKA11.2
floor at the above
referenced project.

00012	Provide & Install additional Horn & Strobe at FDC at front entrance	1.000	\$1,282.61	0.00%	\$0.00	\$1,282.61
00013	Furnish & install transaction windows at Dispatch & Reception Areas	1.000	\$3,702.60	0.00%	\$0.00	\$3,702.60

Included in PCO 024

Unit Cost: (\$14,107.60)

Unit Tax: \$0.00

Total: (\$14,107.60)

APPROVAL:**By:**

Lillian L Nazarro, Esq

By:

Steve Wallace

Date:**Date:**

Wallace Bros Inc.**CHANGE ORDER REQUEST****No. 00023**400 Chambers Bridge Road
Brick, NJ 08742**Phone:** 732 295 9340**TITLE:** Add Sink at Dining Room Kitchenette**DATE:** 10/01/2024**PROJECT:** Asbury Park Fire House**JOB:** ASPK-00781**TO:** Attn: Lillian L Nazarro, Esq
City of Asbury Park**CONTRACT NO:** 0100

Asbury Park, NJ 07712

Asbury Park, NJ 07712

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

Add Sink to Dining Room Kitchenette per Sketch provided by SPA received on 9/18/24

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Plumbing Subcontractor (backup attached)		1.000		\$4,227.77	0.00%	\$0.00	\$4,227.77

Unit Cost: \$4,227.77

Unit Tax: \$0.00

Total: \$4,227.77**Subtotal:** \$4,227.77

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

Bond 2.50% \$105.69

Subtotal 0.00% \$4,333.46

Overhead & Profit 10.00% \$433.35

Total Cost: \$4,766.81**APPROVAL:****By:**

Lillian L Nazarro, Esq

By:

Steve Wallace

Date:**Date:**

Wallace Bros Inc.**CHANGE ORDER REQUEST**400 Chambers Bridge Road
Brick, NJ 08742

Phone: 732 295 9340

No. 00024**TITLE:** Transaction Windows**DATE:** 10/31/2024**PROJECT:** Asbury Park Fire House**JOB:** ASPK-00781**TO:** Attn: Lillian L Nazarro, Esq
City of Asbury Park**CONTRACT NO:** 0100

Asbury Park, NJ 07712

Asbury Park, NJ 07712

Phone:

Fax:

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

Add transaction windows at Dispatch & Reception with Corian Solid Surface Countertops per SK 14.2

Item	Description	Stock #	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Window Subcontractor (backup attached)		1.000		\$3,066.00	0.00%	\$0.00	\$3,066.00
00002	Solid Surface Countertop - Corian Level 1-3 (subcontractor backup attached)		1.000		\$4,406.00	0.00%	\$0.00	\$4,406.00

Unit Cost: \$7,472.00

Unit Tax: \$0.00

Total: \$7,472.00**Subtotal:** \$7,472.00**Description****Markup Percent****Markup Amount**

Bond

2.50%

\$186.80

Subtotal

0.00%

\$7,658.80

Overhead & Profit

10.00%

\$765.88

Total Cost: \$8,424.68**APPROVAL:****By:**

Lillian L Nazarro, Esq

By:

Steve Wallace

Date:**Date:**

Tracy Lizardi

From: Elizabeth Lawler <ELawler@tandmassociates.com>
Sent: Monday, December 2, 2024 3:12 PM
To: Tracy Lizardi
Subject: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] Fw: Asbury Park Fire House Change order #6 Wallace Bros Inc

The decrease can be as documented in the AIA document that all agreed was OK. \$916.06. We use the AIA as the official documents on the contract. If you need me to adjust the backup to match, I can remove the five cents in that was inadvertently added to the revised backup.

The original Contract Sum was	\$ 18,084,000.00
Net change by previously authorized Change Orders	\$ 177,038.04
The Contract Sum prior to this Change Order was	\$ 18,261,038.04
The Contract Sum will be decreased by this Change Order in the amount of	\$ 916.06
The new Contract Sum including this Change Order will be	\$ 18,260,121.98

The Contract Time will be increased by Zero (0) days.
 The Contractor's Work shall be substantially complete on



ELIZABETH LAWLER, CCM
 GROUP MANAGER

1144 Hooper Avenue, Suite 202, Toms River, NJ 08753
 D 732.447.2077 M 215.478.1938
ELAWLER@TANDMASSOCIATES.COM | TANDMASSOCIATES.COM

From: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Sent: Monday, December 2, 2024 3:02 PM
To: Elizabeth Lawler <ELawler@tandmassociates.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] Fw: Asbury Park Fire House Change order #6 Wallace Bros Inc

Thank you!

Can you please confirm the total is a decrease in the amount of \$916.03?

I have the math as a decrease in the amount of \$916.11:

(\$14,107.60)

\$ 4,766.81

\$ 8,424.68

From: Elizabeth Lawler <ELawler@tandmassociates.com>
Sent: Monday, December 2, 2024 1:57 PM
To: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Cc: JoAnn Boos <JoAnn.Boos@cityofasburypark.com>; Ryszard Wojnarski <rwojnarski@tandmassociates.com>; Jason D. Harzold <JHarzold@tandmassociates.com>
Subject: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] Fw: Asbury Park Fire House Change order #6 Wallace Bros Inc

The only relevant document is page 1. The other pages are from the Contractor. I addressed the math in page 1. I did review and receive confirmation from WBC and Shore Point that they agreed with as the numbers as shown on the page 1 – the drafted AIA document.

Item Number 0013 on Page 6 is duplicated as Item Number 1 in Page 8 and includes an additional credit. It can be removed from Page 6. The total for Page 6 should be (-14107.60) and if added to the totals on 5 & 6 = (-\$916.06)

See attached for revised with markup.



ELIZABETH LAWLER, CCM
GROUP MANAGER

1144 Hooper Avenue, Suite 202, Toms River, NJ 08753
D 732.447.2077 M 215.478.1938
ELAWLER@TANDMASSOCIATES.COM | TANDMASSOCIATES.COM

From: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Sent: Monday, December 2, 2024 12:11 PM
To: Elizabeth Lawler <ELawler@tandmassociates.com>; Jason D. Harzold <JHarzold@tandmassociates.com>
Cc: JoAnn Boos <JoAnn.Boos@cityofasburypark.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] Fw: Asbury Park Fire House Change order #6 Wallace Bros Inc

Thank you for the letter Elizabeth!

The increase is from the following:

(\$10,404.95) pages 5 & 6

\$ 4,766.81 page 7

\$ 8,424.68 page 8

\$ 2,786.54

Is this a request from June 19th?

Thank you,

Tracy

From: Elizabeth Lawler <ELawler@tandmassociates.com>
Sent: Monday, December 2, 2024 12:03 PM
To: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>; Jason D. Harzold <JHarzold@tandmassociates.com>
Cc: JoAnn Boos <JoAnn.Boos@cityofasburypark.com>
Subject: [EXTERNAL] RE: [EXTERNAL] Fw: Asbury Park Fire House Change order #6 Wallace Bros Inc

It is a decrease of 916.06 – see attached for letter. I am not sure where the increase is coming from. I can review over the phone if you need to – the back up does not match the Change Order directly. There is overlap in the backup.



ELIZABETH LAWLER, CCM
GROUP MANAGER

1144 Hooper Avenue, Suite 202, Toms River, NJ 08753
D 732.447.2077 M 215.478.1938
ELAWLER@TANDMASSOCIATES.COM | TANDMASSOCIATES.COM

From: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Sent: Monday, December 2, 2024 11:45 AM
To: Elizabeth Lawler <ELawler@tandmassociates.com>; Jason D. Harzold <JHarzold@tandmassociates.com>
Cc: JoAnn Boos <JoAnn.Boos@cityofasburypark.com>
Subject: FW: [EXTERNAL] Fw: Asbury Park Fire House Change order #6 Wallace Bros Inc
Importance: High

Good morning,

I have been advised by Administration to process a resolution for change order #6 for the 12/11 meeting.

Can I please get a letter, similar to the attached? Also, can you please clarify the amount of the change order?

The attached paperwork (page 1) has it as a decrease to the contract in the amount of \$916.06 but I am showing it as an increase in the amount of \$2,786.54.

Thank you,

Tracy

Attachment: FIRE HOUSE CHANGE ORDER #6 (2024-515 : Change Order #6 for Fire Department Headquarters)

From: Elizabeth Lawler <ELawler@tandmassociates.com>
Sent: Friday, November 15, 2024 4:50 PM
To: Lillian Nazzaro <Lillian.Nazzaro@cityofasburypark.com>
Cc: John Hayes <John.Hayes@cityofasburypark.com>; JoAnn Boos <JoAnn.Boos@cityofasburypark.com>; Jason D. Harzold <JHarzold@tandmassociates.com>; Beth Hale <ehale@tandmassociates.com>; Brian Koczan <b.koczan@shorepointarch.com>; Kevin Keddy <Kevin.Keddy@cityofasburypark.com>; Raymond DiLello <Raymond.DiLello@cityofasburypark.com>
Subject: [EXTERNAL] Fw: Asbury Park Fire House Change order #6 Wallace Bros Inc

Please see attached fully executed Change Order #6. Please advise if any questions. I will follow-up with a cover letter. Thank you.

Liz

ELIZABETH LAWLER, CCM
 GROUP MANAGER

From: Elizabeth Lawler <ELawler@tandmassociates.com>
Sent: Friday, November 15, 2024 4:40:21 PM
To: Jason D. Harzold <JHarzold@tandmassociates.com>
Subject: Fw: Asbury Park ASPK-00781 Change order #6 Wallace Bros Inc

ELIZABETH LAWLER, CCM
 GROUP MANAGER

From: Brian Koczan <b.koczan@shorepointarch.com>
Sent: Friday, November 15, 2024 3:49:48 PM
To: Patti Swartz <pswartz@wallacegc.com>
Cc: Beth Hale <ehale@tandmassociates.com>; Elizabeth Lawler <ELawler@tandmassociates.com>; Lou Renton <lrenton@wallacegc.com>; Steve Wallace <swallace@wallacegc.com>
Subject: Re: Asbury Park ASPK-00781 Change order #6 Wallace Bros Inc

SPA signed copy attached.

Brian M. Koczan, AIA, LEED AP

SHORE POINT
ARCHITECTURE, PA
 108 South Main Street
 Ocean Grove, NJ 07756
[732.774.6900](tel:732.774.6900) phone
[732.774.7250](tel:732.774.7250) fax
www.shorepointarch.com

On Fri, Nov 15, 2024 at 3:11 PM Patti Swartz <pswartz@wallacegc.com> wrote:

Attachment: FIRE HOUSE CHANGE ORDER #6 (2024-515 : Change Order #6 for Fire Department Headquarters)

Please see attached the Change order #6 for Asbury Park ASPK-00781

Thank you and have a good weekend
Patti

Wallace Contracting
732-295-9340
400 Chambers Bridge Road
Brick, NJ 08723
pswartz@wallacegc.com



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Think Green - Not every email needs to be printed.

Attachment: FIRE HOUSE CHANGE ORDER #6 (2024-515 : Change Order #6 for Fire Department Headquarters)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-518

Subsequent Redeveloper Agreement for the project known as The Views on Deal Lake Drive and Eighth Avenue



RESOLUTION NO. 2024-518

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

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF ASBURY PARK
AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO A SUBSEQUENT
DEVELOPER AGREEMENT WITH ASBURY PARTNERS, LLC AND ASBURY
REDEVELOPER, LLC REGARDING RESIDENTIAL DEVELOPMENT ON BLOCK
4302, LOT 2 (201-203 EIGHTH AVENUE) AND REFERRING THE MATTER TO THE
PLANNING BOARD FOR APPROPRIATE APPROVALS**

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

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, pursuant to the Act, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City of Asbury Park (the “**City**”) has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, 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 (the “**Redevelopment Area**”); and

WHEREAS, the Redevelopment Plan, as initially adopted, provided for the Redevelopment Area to be redeveloped on a “block-by-block” basis; 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, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which

redevelopment it may undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

WHEREAS, on June 13, 2018, the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on August 1, 2018, the parties executed the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “First Amendment” and the “Amended and Restated Redeveloper and Land Disposition Agreement” together with any subsequent amendment shall be referred to as the “**Redeveloper Agreement**,” a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer” by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, APW Redeveloper, LLC (the “**Entity**”) is a wholly owned subsidiary of the Master Developer and has submitted to the Master Developer and the City a subsequent developer application (the “**Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to develop the property identified as Block 4302, Lot 2 (201-203 Eighth Avenue) on the tax maps of the City, being approximately 1.248-acres and located within a block bounded by Deal Lake Drive, Kingsley Street, Eighth Avenue and Webb Street, and within the Redevelopment Area (the “**Project Site**” or the “**Property**”); and, thereafter, construct fifty-four (54) for-sale flats under the condominium form of ownership in two (2) independent buildings, each of which shall not exceed four (4) stories or 65’ in height (plus a mezzanine level to accommodate rooftop access) consisting of twenty-seven (27) condominium flats each (each, a “**Structure**”) (collectively, the “**Project**”) in accordance with all Governmental Approvals; and

WHEREAS, in addition to the Structures, the Project will include all related site improvements including landscaping, stormwater features, and parking facilities in accordance with all Governmental Approvals; and

WHEREAS, pursuant to Article 3A of the Redeveloper Agreement, as amended, the Master Developer and the City have reviewed the Application and determined that the Project, as described, is in compliance with and effectuates the goals of the Redevelopment Plan, and that Entity possesses the experience, capability, and financial capacity to complete the Project; and

WHEREAS, the Application, along with a presentation, was reviewed by the Technical Review Committee (the “**TRC**”) at a public meeting on May 1, 2024, and the Application, through the resubmission of the project description and concept plans, has addressed or will address comments verbally received from the TRC, as described in the Project Description; and

WHEREAS, the Application, along with a presentation, was also preliminarily reviewed by the Governing Body at a public meeting on September 11, 2024 and as a result of certain comments received at said meeting, the Entity has shifted both proposed Structures to increase the space between the proposed Structures and the existing buildings on Lot 1 (commonly known as the “Miramar”) and Lot 3 (commonly known as the “Kingsley Arms”), such that there is now proposed a 10’ setback to each property line, a 19.7’ separation between one proposed Structure and the Miramar, and a 21.7’ separation between the other proposed Structure and Kingsley Arms, as shown on the Building Shift Plan; and

WHEREAS, also as a result of certain comments received at said public meeting, the Entity shall be required to submit a detailed Construction Mitigation Plan to address methods for dust reduction and mitigation together with its Planning Board Application, which shall include the methods required by the Freehold Soil Conservation District; and

WHEREAS, the Governing Body has determined that the comments set forth in the TRC Report and the comments of the TRC provided verbally have been satisfied; and

WHEREAS, other details of the Project not specifically addressed herein or by the TRC shall be addressed by the Planning Board, including but not limited to engineering, additional landscaping, and other such project components; and

WHEREAS, the Mayor and City Council approve of the Project proposed by the Entity and the City, Master Developer and the Entity desire to enter into a Subsequent Developer Agreement in substantially the form attached hereto as Exhibit A for the redevelopment of the Project Site to set forth the obligations of each with respect to the Project.

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

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

Section 2. Approval of the Subsequent Developer Agreement. The Subsequent Developer Agreement in substantially the form attached hereto as Exhibit A is hereby approved, subject to the condition set forth in Section 6 below.

Section 3. Execution of the Subsequent Developer Agreement. The Mayor of the City of Asbury Park, in the County of Monmouth (the “**Mayor**” and together with the City Manager and Chief Financial Officer of the City, an “**Authorized Officer**”) is hereby authorized and directed, upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the Subsequent Developer Agreement as determined by the Authorized Officers in consultation with counsel to the City, to execute the Subsequent Developer Agreement in substantially the form attached hereto as Exhibit A and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City, deems in the Mayor’s sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor’s consent to any such changes thereto.

Section 4. Attestation and Sealing of the Subsequent Developer Agreement. The Clerk of the City is hereby authorized and directed, upon the execution of the Subsequent Developer Agreement to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon to affix the corporate seal of the City upon such document.

Section 5. Implementation of the Subsequent Developer Agreement. Upon the execution and attestation and placing of the seal on the Subsequent Developer Agreement as contemplated by Sections 3 and 4 hereof, the Authorized Officers are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto and (ii) perform such other actions as the Authorized Officers deem necessary or desirable in relation to the execution and delivery of the Subsequent Developer Agreement.

Section 6. Referral to the Planning Board. This matter is referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Redevelopment Plan and Municipal Land Use Law.

Section 7. Effective Date. This Resolution shall take effect immediately.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-518 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK

SUBSEQUENT DEVELOPER AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY,
ASBURY PARTNERS, LLC, AS MASTER DEVELOPER
AND APW REDEVELOPER, LLC
AS SUBSEQUENT DEVELOPER
Dated: _____, 2024

Attachment: REVISED AND COMBINED MA 11.3.24 (2024-518 : SDA for the Views Block 4302, Lot 2 (201-203 Eighth Avenue))

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS.....	3
1.01 <u>Definitions</u>	3
ARTICLE 1A DESIGNATION AS SUBSEQUENT DEVELOPER	9
1.01 <u>Designation of Subsequent Developer</u>	9
ARTICLE 2 REPRESENTATIONS AND WARRANTIES.....	9
2.01 <u>Representations and Warranties of the City</u>	9
2.02 <u>Representations and Warranties of the Master Developer</u>	10
2.03 <u>Representations and Warranties of the Entity</u>	11
ARTICLE 3 COVENANTS AND RESTRICTIONS.....	12
3.01 <u>Covenants and Restrictions of the City</u>	12
3.02 <u>Covenants and Restrictions of the Master Developer</u>	12
3.03 <u>Covenants and Restrictions of the Entity</u>	12
3.04 <u>Effect of Covenants</u>	18
3.05 <u>Enforcement by City or Master Developer</u>	18
3.06 <u>Duration of Covenants</u>	18
3.07 <u>Termination of Declaration</u>	18
ARTICLE 4 PROJECT IMPLEMENTATION	18
4.01 <u>General Scope of Project</u>	18
4.02 <u>Amendments to Application</u>	18
4.03 <u>Application for Governmental Approvals for Project Site</u>	19
4.04 <u>Project; Entity Deadlines</u>	19
4.05 <u>Progress Reports</u>	20
4.06 <u>Extensions</u>	21
4.07 <u>Certificate of Occupancy and the Certificates of Completion</u>	21
4.08 <u>Building Permit Fees</u>	21
4.09 <u>Off-Site Obligations</u>	22
ARTICLE 5 PROHIBITION AGAINST ASSIGNMENT AND TRANSFER.....	23
5.01 <u>Prohibition Against Transfers of Interests by the Entity</u>	23
5.02 <u>Exemptions from Prohibited Transfers</u>	24
5.03 <u>Transfer of Subsequent Developer Agreement</u>	25
5.04 <u>Consent to Permitted Transfers</u>	25
5.05 <u>Prohibition Against Speculative Development</u>	26

5.06	<u>Information as to Ownership of Entity.</u>	26
ARTICLE 6 DEFAULT AND REMEDIES.....		26
6.01	<u>Automatic Termination of Subsequent Developer Agreement.</u>	26
6.02	<u>City Defaults.</u>	27
6.03	<u>Entity Defaults.</u>	28
6.04	<u>Remedies of City or Master Developer upon Event of Default by the Entity.</u>	29
6.05	<u>Restoration of Status.</u>	30
6.06	<u>Failure or Delay by Any Party.</u>	30
6.07	<u>Remedies Cumulative.</u>	30
ARTICLE 7 COOPERATION AND COMPLIANCE.....		30
7.01	<u>Implementation of Subsequent Developer Agreement and Redevelopment Plan.</u>	30
ARTICLE 8 MORTGAGE FINANCING; RIGHTS OF THE MORTGAGEE		30
8.01	<u>Mortgage Financing.</u>	30
8.02	<u>Completion of Project by Mortgagee.</u>	31
8.03	<u>Notice to Mortgagee.</u>	31
8.04	<u>Mortgagee's Right to Cure Default.</u>	31
ARTICLE 9 MISCELLANEOUS		32
9.01	<u>Conflict with Redeveloper Agreement</u>	32
9.02	<u>No Consideration for Agreement</u>	32
9.03	<u>Non-Liability of Officials and Employees.</u>	32
9.04	<u>Inspection of Books and Records.</u>	33
9.05	<u>Modification of Agreement.</u>	33
9.06	<u>Recitals.</u>	33
9.07	<u>Entire Agreement.</u>	33
9.08	<u>Title of Articles and Sections.</u>	33
9.09	<u>Severability.</u>	33
9.10	<u>Indemnification.</u>	33
9.11	<u>Governing Law.</u>	34
9.12	<u>Waiver of Jury Trial.</u>	34
9.13	<u>Notices.</u>	34
9.14	<u>Condemnation.</u>	35

SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT made this _____
 _____ 2024 by and between

THE MAYOR AND CITY COUNCIL (together, the “**Governing Body**”) **OF THE CITY OF ASBURY PARK** (the “**City**”), 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

ASBURY PARTNERS, LLC, in its capacity as Master Developer pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at 1089 Ocean Avenue, Third Floor, Asbury Park, New Jersey 07712, along with its permitted successors and/or assigns;

AND

APW REDEVELOPER, LLC with principal offices located at 1089 Ocean Avenue, Third Floor, Asbury Park, New Jersey 07712, (the “**Entity**” and, collectively with the City and Master Developer, each, a “**Party**” and collectively, the “**Parties**”), a New Jersey limited liability company qualified, or to become qualified, to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, *et. seq.* (the “**Tax Exemption Law**”), along with its permitted successors and/or assigns.

WITNESSETH

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

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, 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 (the “**Redevelopment Area**”); and

WHEREAS, the Redevelopment Plan, as initially adopted, provided for the Redevelopment Area to be redeveloped on a “block-by-block” basis; and

WHEREAS, pursuant to the Act, including Section 8 thereof, a municipality is permitted to contract with a redeveloper to develop redevelopment projects, pursuant to a redevelopment plan, within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and the Master Developer entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement,” dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

WHEREAS, on June 13, 2018, the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on August 1, 2018, the parties executed the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “First Amendment” and the “Amended and Restated Redeveloper and Land Disposition Agreement” together with any subsequent amendment shall be referred to as the “**Redeveloper Agreement**,” a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer” by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity has submitted to the Master Developer and the City a subsequent developer application (the “**Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to develop the property identified as Block 4302, Lot 2 on the tax maps of the City, being approximately 1.248-acres and located within a block bounded by Deal Lake Drive, Kingsley Street, Eighth Avenue and Webb Street, and within the Redevelopment Area (the “**Project Site**” or the “**Property**”); and, thereafter, sell fifty-four (54) for-sale flats under the condominium form of ownership in two (2) independent buildings, each of which shall not exceed four (4) stories or 65’ in height (plus a mezzanine level to accommodate rooftop access) consisting of twenty-seven (27) condominium flats each (each, a “**Structure**”) including related site improvements (collectively, the “**Project**”) in accordance with the project description and concept plans collectively attached hereto as Exhibit A (“**Project Description**”) and the approval by the City’s Planning Board, and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, in addition to the Structures, the Project will include all related site improvements including landscaping, stormwater features, and parking facilities in accordance with the project description and concept plans, as described in the Project Description, and the

approval by the City’s Planning Board to be obtained on and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, pursuant to Article 3A of the Redeveloper Agreement, as amended, the Master Developer and the City have reviewed the Application and determined that the Project, as described, is in compliance with and effectuates the goals of the Redevelopment Plan, and that Entity possesses the experience, capability, and financial capacity to complete the Project; and

WHEREAS, the Application, along with a presentation, was reviewed by the Technical Review Committee (the “TRC”) at a public meeting on May 1, 2024, and the Application, through the resubmission of the project description and concept plans, has addressed comments verbally received from the TRC and also the comments set forth in the TRC Report dated July 8, 2024, a copy of which is attached hereto as Exhibit A-1 (the “**TRC Report**”); and

WHEREAS, the Application, along with a presentation, was also preliminarily reviewed by the Governing Body at a public meeting on September 11, 2024 and as a result of certain comments received at said meeting, the Entity has shifted both proposed Structures to increase the space between the proposed Structures and the existing buildings on Lot 1 (commonly known as the “Miramar”) and Lot 3 (commonly known as the “Kingsley Arms”), such that there is now proposed a 10’ setback to each property line, a 19.7’ separation between one proposed Structure and the Miramar, and a 21.7’ separation between the other proposed Structure and Kingsley Arms, as shown on the Building Shift plan attached hereto as Exhibit A-2; and

WHEREAS, also as a result of certain comments received at said public meeting, the Entity shall be required to submit a detailed Construction Mitigation Plan to address methods for dust reduction and mitigation together with its Planning Board Application, which shall include the methods required by the Freehold Soil Conservation District; and

WHEREAS, the Governing Body has determined that the revised Concept Plan and Project Description collectively attached hereto as Exhibit A satisfy the comments set forth in the TRC Report and provided verbally; and

WHEREAS, other details of the Project not specifically addressed herein or by the TRC shall be addressed by the Planning Board, including but not limited to engineering, additional landscaping, and other such components; and

WHEREAS, the Parties desire to enter into this Subsequent Developer Agreement for the Project Site to set forth the obligations of the Parties with respect to 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 Subsequent Developer Agreement the following terms shall have the meanings ascribed thereto in the recitals above, or ascribed to such terms below.

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

“**Act**” shall be defined as set forth in the preamble.

“**Actual Pledged Special Assessments**” shall be defined as set forth in Section 6.01(d)(v) of this Subsequent Developer Agreement.

“**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 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.

“**Application**” shall be defined as set forth in the preamble.

“**Applications for Governmental Approvals**” shall mean the Plans (as defined herein), 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**” means a building within the Project that is comprised of two or more connected Units.

“**Building Permit**” shall mean a building permit issued by or on behalf of the City.

“**Building Permits Approval Date**” shall be defined as set forth in Section 4.03 of this Subsequent Developer Agreement.

“**CAFRA Permit**” shall be defined as as set forth in Section 3.03(n) of this Subsequent Developer Agreement.

“**Certificate of Completion**” shall mean the Certificate of Completion as set forth in Section 4.07.

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

“**City**” shall be defined as set forth in the preamble.

“Commencement of Construction” and **“Commence Construction”** shall mean the commencement of any activity associated with construction of the Project on the Project Site, but shall not include any activities associated with the environmental remediation of the Project Site.

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

“Construction Labor Force” shall mean the total number of individuals hired to work on the construction of the Project by the general contractor engaged by the Entity or by any subcontractors thereof, during the construction of the Project. A person shall be considered hired if that person has accepted a written offer of employment from the general contractor or from any subcontractor or if such person receives an Apprenticeship, Internship, or Scholarship.

“Declaration of Covenants and Restrictions” shall mean a written instrument to be executed by the Entity and recorded in the office of the Monmouth County Clerk, in the form annexed hereto as Exhibit C, intended to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Entity and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project Site and the Project as set forth in Sections 3.03(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement, which shall be recorded by the Entity or its permitted transferee prior to the Commencement of Construction.

“Deficiency Amount” shall be as set forth in Section 3.03(r) of this Subsequent Developer Agreement.

“Effective Date” shall mean the date this Subsequent Developer Agreement is executed by the last of the three Parties, being City, the Master Developer and the Entity.

“Entity” shall be defined as set forth in the preamble and shall expressly include (i) any permitted transferee upon assignment of the Agreement pursuant to section 5.02; and (ii) any urban renewal entity affiliate of the Entity that executes the Financial Agreement for the Project.

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

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

“Final Site Plan” shall mean the final site plan with respect to the development of the Project Site to be submitted to, and approved by Resolution of the City’s Planning Board in accordance with the Land Use Law (as defined herein).

“Financial Agreement” shall mean that certain agreement by and between the City and an urban renewal entity affiliate of the Entity, required to be executed prior to Commencement of Construction, for a long term tax exemption applicable to the Project, pursuant to the Tax Exemption Law (as defined herein).

“Governing Body” shall be defined as set forth in the preamble.

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

“Governmental Approvals Date” shall be as defined in Section 4.03 of this Subsequent Developer Agreement.

“Governmental Approval Period” shall be as defined in Section 4.03 of this Subsequent Developer Agreement.

“Indenture” shall mean the indenture of trust (supplemental or otherwise) providing for the issuance of the RABs (as defined herein).

“Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

“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 investment and asset management company (whether acting in its own name or through a fund or entity established and managed by such company), 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 (i) has a net worth of not less than \$100,000,000 or assets of at least \$1,000,000,000; or (ii) in the case of an investment and asset management company, has historical investments exceeding \$1,000,000,000 and can demonstrate sufficient capital for the Project. Star Holdings and Safehold Inc. are deemed to be an Institution. A wholly owned affiliate of Star Holdings or Safehold Inc. funded in whole or in part by Star Holdings or Safehold Inc. is also deemed to be an Institution. Participatory lending arrangements among Institutions shall be permitted.

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

“Land Bank” shall be defined as set forth in Section 5.02 of this Subsequent Developer Agreement.

“Local Labor” shall mean entry-level and journey level (or above) workers residing in the City of Asbury Park in the appropriate building trades.

“Master Developer” shall be defined as set forth in the preamble.

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

“Municipal Sewer Connection Fee” shall be defined as a payment to the City to connect to the municipal sewer 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.

“Original Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

“Outside Approvals Date” shall be defined as sixty days (60) following the Building Permits Approvals Date.

“Party” or **“Parties”** shall be defined as set forth in the preamble.

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

“Planning Board” shall mean the planning board of the City established pursuant to 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 minimum requirements of Applicable Laws or Project Documents depending on the context of its use in this Subsequent Developer Agreement.

“Pledged Special Assessment” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Project” shall be defined as set forth in the preamble and described in Exhibit A.

“Project Date” shall be defined as set forth in the preamble.

“Project Description” shall be defined as set forth in the preamble and described in Exhibit A.

“**Project Documents**” shall mean the Redevelopment Plan, the Redeveloper Agreement, and this Subsequent Developer Agreement.

“**Project Schedule**” shall be defined as set forth in Exhibit B.

“**Project Site**” or “**Property**” shall be defined as set forth in the preamble.

“**Projected Pledged Special Assessments**” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“**RAB Law**” shall be defined as the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 *et seq.*

“**RABs**” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“**Redeveloper Agreement**” shall be defined as set forth in the preamble.

“**Redevelopment Area**” shall be defined as set forth in the preamble.

“**Redevelopment Entity**” shall mean the City’s Governing Body acting in its capacity as a redevelopment entity pursuant to the Act and any permitted successors or assigns.

“**Redevelopment Plan**” shall be defined as set forth in the preamble.

“**Required Infrastructure**” shall be defined as set forth in Section 4.04(d) of this Subsequent Developer Agreement .

“**Special Assessment Agreement**” shall be defined as set forth in Section 4.09 of this Subsequent Developer Agreement.

“**State**” shall mean the State of New Jersey.

“**Structure**” shall be defined as set forth in the preamble.

“**Subsequent Developer**” shall mean the Entity, as the owner, purchaser, assignee or transferee of all or part of any property within the Redevelopment Area that is subject to the provisions of the Amended Plan, who has been approved as a Subsequent Developer by the City and the Master Developer in accordance with the Amended Plan and who has entered into a fully executed Subsequent Developer Agreement with the City and the Master Developer with respect to the Project, and its permitted successors and/or assigns.

“**Subsequent Developer Agreement**” shall mean this agreement by and between the City and the Entity.

“**Surplus Pledged Special Assessments**” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“**Tax Exemption Law**” shall be defined as set forth in the preamble.

“**Transfers**” shall be as set forth in Section 5.03 of this Subsequent Developer Agreement.

“**TRC**” shall be defined as set forth in the preamble.

“**Unit**” means each individual dwelling unit within the Project.

“**Workforce Information Session**” shall be as set forth in Section 3.02(l) of this Subsequent Developer Agreement.

ARTICLE 1A DESIGNATION AS SUBSEQUENT DEVELOPER

1.01 Designation of Subsequent Developer. On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant to the terms and conditions of the Redevelopment Plan, as amended, the Redevelopment Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the first of the following to occur: (i) the Outside Approvals Date (but only if all conditions subsequent set forth in Section 6.01 hereof are not satisfied on or before such date), *without any further action of any Party hereto*, unless all Parties take action (before or after the Outside Approvals Date) to extend the Outside Approvals Date; (ii) upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; (iv) upon an Event of Default, pursuant to the terms in Article 6; or (v) if the Purchase and Sale Agreement for the Property among AP Ten Property Holdings LLC (an affiliate of Asbury Partners, LLC) and Asbury Partners, LLC (as Seller) and K. Hovnanian New Jersey Operations, LLC (as Purchaser) is terminated for any reason prior to Subsequent Developer taking title to the Property.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

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

- (a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect;
- (b) The City has the legal power, right and authority to enter into this Subsequent Developer 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 Subsequent Developer 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 Subsequent Developer 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 Subsequent Developer Agreement;

- (d) This Subsequent Developer Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms pursuant to all Applicable Laws and the execution and delivery thereof does not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a Party or by which it is bound; and
- (e) The City represents that to the best of its knowledge and belief, there is no action, proceeding or investigation now pending or threatened, nor any basis therefor, known or believed to exist which questions the validity of this Subsequent Developer Agreement.

2.02 Representations and Warranties of the Master Developer. The Master Developer hereby makes the following representations and warranties:

- (a) The Master Developer has the legal capacity to enter into this Subsequent Developer Agreement;
- (b) The Master Developer 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 Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Master Developer's behalf;
- (c) To the best of the Master Developer'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 questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Master Developer pursuant to this Subsequent Developer Agreement; and
- (d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of: (i) the "Amended and Restated Redeveloper and Land Disposition Agreement," dated October 28, 2002, as amended by the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement," approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally adopted by the City on February 13, 2013 and entitled "AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER

INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF,” (the “**Original Infrastructure Ordinance**”), as amended on June 13, 2018 by Ordinance No. 2018-20 (the “**Infrastructure Ordinance**”); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018.

2.03 Representations and Warranties of the Entity. The Entity makes the following representations and warranties:

- (a) The Entity has the legal capacity to enter into this Subsequent Developer Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as same applies to the Project as of the date of this Subsequent Developer Agreement;
- (b) The Entity is duly organized and is 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 Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Entity’s behalf;
- (c) To the best of the Entity’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 Subsequent Developer Agreement or any action or act taken or to be taken by the Entity pursuant to this Subsequent Developer Agreement; or (ii) is likely to result in a material adverse change in the Entity’s property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Subsequent Developer Agreement;
- (d) The Entity’s execution and delivery of this Subsequent Developer Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder and/or similar agreement of the Entity or of any agreement, mortgage, indenture, instrument or judgment, to which the Entity is a Party;
- (e) To the best of the Entity’s knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents by the Entity, are true and correct in all material respects. The Entity acknowledges that the facts and representations contained in the information submitted by the Entity are a material factor in the decision of the City to enter into this Subsequent Developer Agreement;
- (f) The cost and financing of the Project will be the responsibility of the Entity; and
- (g) The Entity is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project in accordance with its obligations under this Subsequent Developer Agreement.

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City.

- (a) The City covenants that it will comply with all Applicable Laws.
- (b) The City covenants to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Subsequent Developer Agreement, and to execute any documents required to obtain such approvals and otherwise to cooperate with the Entity with respect to the Governmental Approvals. The City further covenants and agrees to cooperate with Entity with respect to construction inspections and permitting during the construction of the Project and to help facilitate the scheduling of on-site inspections during the construction of the Project.
- (c) Upon request by the Entity to condemn any restrictions on the real property constituting the Project Site initially imposed by James Bradley, the rights to which, if any, being held by his heirs, successors and assigns, the City agrees to exercise the power of eminent domain in accordance with applicable law on such terms and conditions as are acceptable to the City in its sole discretion at the time of the request.

3.02 Covenants and Restrictions of the Master Developer

- (a) Master Developer covenants that it will assist with and participate in a coordinated defense with the City in the event of litigation related to the validity of this Subsequent Developer Agreement, so long as said defense does not involve litigation against an affiliated entity of Master Developer.
- (b) The Master Developer covenants that it has reviewed the Application in good faith and has found it acceptable for the purpose of entering into this Agreement, subject to certain conditions set forth herein.

3.03 Covenants and Restrictions of the Entity.

- (a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan, the Project Description, and as approved by the Planning Board.
- (b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless in accordance with Section 5.02 or Section 5.03 of this Agreement, or unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes. Nothing hereunder shall be deemed to prohibit the Entity from subjecting the Property to the condominium form of ownership, including customary terms and restrictions as to same, pursuant to the New Jersey Condominium Act, N.J.S.A. 46:8B-1, *et seq.*

- (c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc., free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.
- (d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.
- (e) The Entity shall, in order to effectuate the purposes of this Subsequent Developer 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 reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, this Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.
- (f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project, for the purposes contemplated hereby.
- (g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under this Subsequent Developer Agreement for a period of more than one hundred and twenty (120) consecutive days, provided, however, that a suspension of the performance of its obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.
- (h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.
- (i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Subsequent Developer Agreement.
- (j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.
- (k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the

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

- (l) Opportunities for Local Residents During Construction. In constructing the Project, Entity agrees to make Good Faith Efforts (as defined below in this Section 3.03(l)) to meet the following local workforce requirements (collectively “**Local Workforce Requirements**”):
- i. Hire 15% of its Construction Labor Force from Local Labor;
 - ii. Establish two (2) paid internships in the fields of property management, real estate development, or construction management with the Entity, an affiliate of the Entity, the general contractor for the Project or any subcontractor or then known tenants/operators of the Project (“**Internships**”);
 - iii. Establish four (4) apprenticeships, with the Entity, an affiliate of the Entity, the general contractor for the Project, or any subcontractor or the then known tenants/operators of the Project where the individual is provided practical experience under the supervision of skilled workers of a trade, art or calling in the construction field (“**Apprenticeships**”). Those awarded Apprenticeships must be at least 18 years of age, except where a higher minimum age standard is otherwise fixed by law; and
 - iv. Establish six (6) scholarships in the amount of \$2,500 each, to be used in the discretion of the recipient for vocational or academic education (“**Scholarships**”). Only those who have successfully completed the Internships or Apprenticeships identified above shall be eligible for the scholarship.
 - v. **Good Faith Efforts** to meet the Workforce Requirements shall include the following action identified in (i) through (iii):
 - i. At least thirty (30) days prior to the Commencement of Construction of the Project, Entity shall notify the City Manager of an anticipated start date for Commencement of Construction.
 - ii. Entity shall hold two Workforce Information Sessions (each a “**Workforce Information Session**”) for City residents at a location within the City of Asbury Park’s West Side neighborhood, located to the west of Main Street in Asbury Park. One workforce session shall take place in the evening on a weeknight and the second shall be on a weekend from the hours of 1 to 3 PM. The Entity shall also advertise the Workforce Information Session in the Asbury Park Press and The Coaster, at least ten (10) days before the Workforce Information Session, which commercial advertisement shall include the date, time, and place of the Workforce Information Session, as well as a listing of the type of jobs available, approximate number of jobs available, and approximate hourly pay rate. The advertisement shall also

indicate the availability of Apprenticeships, Internships, and Scholarships, unless the Entity decides to hold a third Workforce Information Session, upon ten (10) days advertised notice, for those positions. At least ten (10) days prior to holding the Workforce Information Session, the Entity shall notify the City Manager, the Director of Planning and Redevelopment, the Business Development Administrator, and the Career Centers at Asbury Park High School, the regional Vocational/Technical School, and the Career Center at Brookdale Community College of the need to attract Local Labor, and provide a copy of the advertisement. The Entity shall request that the schools display the advertisement and solicit resumes from interested students. In addition, if the City provides a list of local West Side and Main Street businesses, community organizations and houses of worship who want to receive notice of the Workforce Information Session, the Entity shall distribute paper advertisements to those businesses and organizations on the list prior to the Workforce Information Session

- iii. The Entity shall provide to the City Manager, and the Director of Planning and Redevelopment and the Business Development Administrator, within thirty (30) days after the final Workforce Information Session, a detailed report of its efforts to employ Local Labor on the Project, and a list of resumes and/or inquiries received from local residents, with personal identifiers redacted. At the time that the Entity requests a Certificate of Completion, the Entity shall provide a second and final detailed report of its efforts to the City Manager and the Director of Planning and Redevelopment and the Business Development Administrator in accordance with Section 4.05.

vi. Compliance

- i. Should the Entity fail to comply with all of the Good Faith Efforts, or fail to provide documentation evidencing its Good Faith Efforts in items (i) through (iii) above, to the satisfaction of the Mayor and City Council of the City of Asbury Park, the Entity shall be required to make a payment to the Asbury Park Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council, in the amount of \$5,000.00 for each position (including Apprentices and Interns) it was unable to fill using Local Labor in order to meet the requirements set forth above. No remedy other than payment into the specified fund shall be required of the Entity. If such payment is required, a Certificate of Completion shall not be issued to the Entity until such payment is deposited into the specified fund.
- ii. If the Entity has complied with all of the Good Faith Efforts, and has provided documentation evidencing its Good Faith Efforts in terms of (i) through (iii) above to the satisfaction of the Mayor and City Council of the City of Asbury Park, then no payment shall be due, and the Entity shall be

deemed to have complied with this Section 3.03, for the purposes of the issuance of a Certificate of Completion.

- iii. If the Entity is unable to find qualified applicants to meet the scholarship requirements set forth above, the Entity shall pay the City an amount equal to the unfilled scholarships, which monies shall be deposited to the City's Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council.
- (m) Opportunities for Women and Minorities in Construction Jobs. The Entity shall make good faith efforts to encourage women and minority participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section (m) if the Entity takes the following actions:
 - i. The Entity shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the Commencement of Construction of the Project.
 - ii. Hold the Workforce Information Session, in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project. Additionally, the Entity shall provide any published notice or advertisement regarding the workforce opportunities arising out of the Project under this Section 3.03 (l) to the City for translation from English to Spanish and Haitian Creole. If the City translates any notice to Spanish or Haitian Creole, the Entity shall publish it.
 - iii. Notify contractors/subcontractors before executing a contract and/or prior to pre- bid and pre-construction meetings about the required good faith effort to engage women and minorities, in the construction of the Project
- (n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2 ("**CAFRA Permit**") issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit. The Entity acknowledges and agrees that only the City and Master Developer and its affiliates are permitted to seek modification of the CAFRA Permit, provided that the City and Master Developer agree not to modify the CAFRA Permit in a manner that prohibits, delays, or imposes additional costs or obligations upon, the construction of the Project as designed by the Entity.
- (o) The Entity shall record the Declaration of Covenants and Restrictions in the office of the Monmouth County Clerk.
- (p) The Entity shall indemnify the City as set forth in Section 9.10 hereof.

- (q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3.03(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of this Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.
- (r) The Entity, and not the Master Developer, shall pay the deficiency amount (as defined in the Infrastructure Ordinance) applicable to the Project (the “**Deficiency Amount**”), if any, and the Special Assessment Agreement shall provide as such. The Entity’s obligation to pay this Deficiency Amount shall survive the termination of this Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

The Entity shall ensure that any agreements with its lessees, assigns, and transferees (other than purchasers of completed residential units) shall reflect the covenants set forth in Section 3.03 herein.

3.04 Effect of Covenants

- (a) It is intended and agreed that the covenants and restrictions set forth in Sections 3.03(a) and 3.03(b) shall be covenants running with the land. All covenants in Section 3.03, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer 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 the Master Developer, and any successor in interest to the Project Site, or any part thereof, against the Entity.
- (b) It is intended and agreed that the covenants and restrictions set forth in Section 3.01 and Section 3.02, respectively, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Entity and its successors and

assigns, and any successor in interest to the Project Site, or any part thereof, against the City, the Master Developer their successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project Site or any part thereof.

3.05 Enforcement by City or Master Developer. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.03, 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 and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer 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 and the Master Developer shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

3.06 Duration of Covenants. With respect to the Project, but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement, the covenants set forth in Section 3.03 shall be deemed satisfied and of no further force and effect upon termination of this Subsequent Developer Agreement as evidenced by the issuance by the City of a Certificate of Completion.

3.07 Termination of Declaration. The Declaration of Covenants and Restrictions may be terminated by recordation of a Certificate of Completion or if the Subsequent Developer Agreement is terminated by mutual agreement of the parties or by default. In the event that the Subsequent Developer Agreement is terminated, the Parties shall prepare a release of the Declaration for execution for purposes of terminating same.

ARTICLE 4 PROJECT IMPLEMENTATION

4.01 General Scope of Project. It is understood and agreed by and between the Parties that the Entity has the right to develop the Project Site with the Project consistent with the terms of the Entity's Subsequent Developer's Application, Applicable Laws, Governmental Approvals, the Redevelopment Plan, the Redeveloper Agreement, the Project Description, and the Project Schedule, annexed hereto as Exhibit B, and this Subsequent Developer Agreement. The Parties acknowledge the Entity's right to make non-material changes to the Project, including, but not limited to, as required by the Planning Board.

4.02 Amendments to Application. The Entity shall not make any material change to its Application. In the event any changes to the Application are proposed, the Entity shall provide copies of all amended plans, applications, or submissions to the City and the Master Developer within ten (10) business days prior to any amended submission to the Planning Board or any Governmental Agency and shall provide the City and Master Developer with not less than ten (10) days' written notice prior to any hearing or meeting related to any amended submission. The

consent of the City and the Master Developer shall be required with respect to material changes in the Application.

4.03 Application for Governmental Approvals for Project Site. The Entity shall use commercially reasonable efforts to submit, within sixty (60) days of the Effective Date: (i) an application for preliminary and final major site plan approval to the City's Planning Board; (ii) an application for to the NJDEP for CAFRA Permit compliance review; and (iii) an application to Monmouth County for site plan and subdivision approval, or a letter of no interest, as applicable. The Entity shall diligently prosecute to conclusion, all Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. On or by July 25, 2026, the Entity shall obtain all Governmental Approvals, excluding Building Permits for the Project (the "**Governmental Approval Period**"). The date that the Entity obtains all Governmental Approvals, excluding Building Permits for the Project, is known as the "**Governmental Approval Date.**" The Entity shall obtain Building Permits for the Project within one hundred and twenty (120) days of the Governmental Approval Date (the "**Building Permits Approvals Date**").

4.04 Project; Entity Deadlines. With respect to the Project, the Entity shall meet the deadlines and timeframes for the completion of Project activities as set forth in this Section 4.04 and as set forth in the Project Schedule attached hereto as Exhibit B.

- (a) Commencement of Construction for the Project. No later than sixty (60) days after the Building Permits Approvals Date, the Entity shall Commence Construction of the Project; provided, however, that the Entity shall not Commence Construction prior to the occurrence of all conditions subsequent set forth in Section 6.01(a) – (c) hereof; except that the Entity may Commence Construction prior to the execution of the Special Assessment Agreement, as required by Section 4.09(e).
- (b) Completion of Construction of the Project. No later than twenty four (24) months after the date on which the RABs are issued, the Entity shall Complete Construction of the Project, as well as any other components of the Project.
- (c) Site Access, Logistics, and Construction Mitigation. The Entity shall construct the Project in accordance with the Site Access and Logistics Plan attached hereto as Exhibit D and the City agrees to the utilization of the public right-of-way as set forth therein. Additionally, the Entity shall submit, with its Planning Board Application, a detailed Construction Mitigation Plan to address methods for dust reduction and mitigation. Finally, the Entity shall be permitted to locate Sales Trailers on a portion of Block 4307, as reflected in the Trailer Location Plan which is attached hereto as Exhibit D-1.
- (d) Infrastructure. It is understood and agreed that Entity is not completing the final improvements in the public right-of-ways adjoining the Project, as set forth in the Component Infrastructure Report, as that remains the responsibility of the Master Developer pursuant to the Redeveloper Agreement. Master Developer shall be obligated to install any incomplete public infrastructure that is the responsibility of the Master Developer under Section 4(b) of the First Amendment to the Redevelopment Agreement

and that is required in order to construct and operate the Project (“**Required Infrastructure**”). The Entity and Master Developer shall coordinate the scheduling and sequencing of the Master Developer’s construction of all Required Infrastructure under the Infrastructure Component Report, such that Master Developer will complete the Required Infrastructure no less than ninety (90) days prior to the date on which the Entity anticipates applying for a temporary certificate of occupancy for the first residential unit, unless Master Developer and the Entity agree on a different mutually acceptable schedule during construction. If, after Master Developer completes the Required Infrastructure, the Entity damages any component of the Required Infrastructure, the Entity shall be responsible, at its sole expense, for restoring the damaged Required Infrastructure promptly, and before receiving a Certificate of Occupancy for the final Unit.

- (e) Sustainability Features. The Entity shall exercise good faith efforts to incorporate sustainability design features into the Project sufficient for LEED Silver Certification with such standards set by the U.S. Green Building Council (USGBC); such features may include but are not limited to electric vehicle charging readiness, energy efficient mechanical equipment, low flow plumbing fixtures, green stormwater management components, and infiltration systems for groundwater recharge. A preliminary LEED Checklist of calculations for the Project with a listing of certain sustainability features to be incorporated into the Project is attached hereto as Exhibit F. For the avoidance of doubt, the Parties acknowledge and agree that actual certification from the USGBC is not required hereunder and the attached LEED Checklist may be revised by the Entity to reflect final design changes (although the total values achieved under any such revised LEED Checklist will still meet the specified value).

4.05 Progress Reports.

- (a) Reporting Requirements. For so long as this Subsequent Developer Agreement shall remain in effect the Entity shall, without the need for a written request, provide quarterly reports to be submitted on February 1, May 1, August 1 and November 1 of each year, to the City Manager and Master Developer, as to the actual progress of the Entity with respect to: (i) the acquisition of Government Approvals; (ii) Commencement of Construction of the Project; (iii) Completion of Construction of the Project; (iv) Opportunities for Local Residents, Women and Minorities required by Sections 3.03(l), (m) and compliance with the CAFRA Permit as set forth in Section 3.03(n); (v) the incorporation of sustainability features into the Project and (vi) such other matters consistent with this Subsequent Developer Agreement as the City shall reasonably request be addressed in such reports.
- (b) Outcome Assessments. The Entity hereby agrees to provide written reports to the City one year after the completion of construction of the Project, with respect to the internships, apprenticeships and scholarships, as described at Section 3.03 above, detailing the number of people who participated, the number who successfully completed the program, the number who were hired in the respective field as a result of the program, their job titles, and whether they were still employed in those positions as of the date of the outcome assessment.

4.06 Extensions. Extensions for deadlines set forth in Article 4 and Article 6 shall be as follows. All deadlines contained herein shall be reasonably extended as a matter of right in the event of any Event of Force Majeure. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Entity shall be extended for a reasonable period not less than the period of the forced delay.

4.07 Certificate of Occupancy and the Certificates of Completion.

- (a) Upon Completion of Construction, pursuant to Section 4.04 with respect to a Unit in the Project, the Entity shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for the Project. Notwithstanding anything in this Agreement to the contrary, upon the issuance of a Certificate of Occupancy by the City for a particular Unit in the Project and upon sale of that Unit to a third-party buyer by the Entity, the third-party unit purchaser shall have no responsibility or obligation under this Agreement.
- (b) Following the issuance of all of the final Certificates of Occupancy for the Units in the Project (which shall be presumptive evidence of satisfaction of all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Subsequent Developer Agreement, and upon request for the same by the Entity, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations with respect to the Project under this Subsequent Developer Agreement and has completed construction of the Project in accordance with the requirements of this Subsequent Developer Agreement. The Certificate of Completion (which shall be in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the covenants in Article 3 (but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement), with respect to the Project in this Subsequent Developer Agreement and the Redevelopment Plan with respect to the obligations of the Entity to construct the Project within the dates for completion of same.

Within thirty (30) days after written request by the Entity, the City shall provide the Entity with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project and all other obligations of the Agreement relating to the Project, in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Entity to be entitled to the Certificate of Completion. Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall not be subject to eminent domain as a result of those determinations.

4.08 Building Permit Fees. The City's Construction Official has advised the Entity that the Project constitutes "new construction" and not the rehabilitation of a structure which was

previously completed or occupied, and that fees for construction permits applicable to the construction of the Project will be based on the methodology required by Applicable Laws for new construction.

4.09 Off-Site Obligations. The Entity shall be responsible for certain off-site obligations as follows:

- (a) Sewer charges in the amount of \$3,220.00 per Unit in accordance with the Ordinance adopted February 2, 2005, to be paid in the manner and at the time set forth therein, which payment does not exempt the entity from paying a Municipal Sewer Connection Fee; and
- (b) The Entity shall pay a Municipal Sewer Connection Fee as calculated by the City Engineer to be paid to the City before construction permits are issued; and
- (c) Payment to the City of \$2,212.00 per Unit (which shall constitute a credit against the applicable Master Developer's obligation under Article 13 of the Redeveloper Agreement) to offset the costs of affordable housing and other community initiatives in the City, with one-half of such payment to be due prior to the application for Building Permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of occupancy. Once made, such payments shall not be refundable. For the purpose of calculating the credit against the Master Developer's obligation under Article 13 of the Redeveloper Agreement, the issuance of a Certificate of Occupancy for a Unit shall constitute proof that the Entity paid the affordable housing fee that was due for that Unit; and
- (d) Pursuant to the Original Infrastructure Ordinance as amended, including on June 13, 2018 by the Infrastructure Ordinance, the City shall impose a special assessment on the Project and the Project Site equivalent to the benefit conferred or deemed conferred by certain public infrastructure improvements constructed and installed or to be constructed and installed by the Master Developer, including public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Redevelopment Area in accordance with the provisions of the Redevelopment Plan.
- (e) Special Assessment Agreement/RABs.
 - i. The Entity hereby agrees and acknowledges that it has determined to enter into a special assessment agreement with the City pursuant to N.J.S.A. 40A:12A-66 of the RAB Law, as authorized by the Infrastructure Ordinance (the "**Special Assessment Agreement**").
 - ii. The Parties hereby agree that the Special Assessment Agreement shall be substantially in the form of the agreement attached to the Original Infrastructure Ordinance as Exhibit B, as amended by Ordinance No. 2018-20, the final form of which shall be acceptable to the Master Developer and so accepted in writing by the Master Developer prior to the authorization of such Special Assessment Agreement by the City and the Entity.

- iii. The Parties hereby agree that, for purposes of calculating the special assessment, the Special Assessment Agreement shall provide that the assumed sales prices of the Units until sold shall be those prices set forth in Exhibit E attached hereto, unless otherwise agreed to in writing by all Parties. Nothing shall prohibit the Entity from selling the Units for more than the assumed sales prices set forth in Exhibit E.
- iv. The Parties hereby agree that the first installment of the pledged portion of the special assessment under the Special Assessment Agreement shall commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility of a Unit for the issuance of a Certificate of Occupancy; and (ii) the expiration of the construction interest period on the RABs. As set forth in Section 6.01(d)(iii), the actual construction interest period (not to exceed two (2) years after issuance of the RABs) shall be selected by the Subsequent Developer no later than the execution of the Special Assessment Agreement, based upon its good faith estimate of the construction period for the Project. Nothing in this Section 4.09(e)(iv) shall affect the deadlines and timeframes set forth in Sections 4.03 and 4.04 hereof.
- v. The Parties hereby agree that the Entity, and not the Master Developer, shall be responsible for payment of the Deficiency Amount, if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay any Deficiency Amount shall survive the termination of this Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

4.10 Refuse and Recycling. For so long as the Financial Agreement is in effect, the Entity or any successor, including future homeowner's associations, shall provide for the removal of refuse and recycling from the Project by a private hauler.

ARTICLE 5 PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

5.01 Prohibition Against Transfers of Interests by the Entity. The Entity recognizes the importance of the Project to the general welfare of the community and that the identity of the Entity and its qualifications are critical to the City and Master Developer in entering into this Subsequent Developer Agreement particularly in view of the public aids that have been made available for the purpose of making such redevelopment possible. Except as is otherwise provided by the

Subsequent Developer Agreement, Applicable Laws and/or the Financial Agreement, the City and Master Developer consider that a transfer of the ownership of the Entity or of any part thereof or any other act or transaction involving or resulting in a change in the ownership of the Entity, is for practical purposes, a transfer or disposition of the Project then owned by the Entity. The Entity recognizes that it is because of such qualifications and identity that the City and Master Developer are entering into this Subsequent Developer Agreement with the Entity, and, in so doing, the City and Master Developer are relying on the obligations of the Entity and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by the Entity hereunder.

As a result of, but subject to, the terms of the preceding paragraph, prior to completion of the Project, as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, the Entity agrees for itself and any successor in interest that: (i) there shall be no transfer by any owner of any controlling interest in the Entity, or by any successor in interest to such owner of any interest in the Entity; (ii) nor shall any such owner or successor in interest suffer any such transfer to be made; and (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Entity or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of the Entity, by any other method or means, whether by increased capitalization, merger with another corporation, partnership, or limited liability entity or otherwise, provided, however, that the managing member of K. Hovnanian at the Views at Northshore Urban Renewal, LLC, which managing member is an affiliate of K. Hovnanian at the Views at Northshore Urban Renewal, LLC, may without further action or consent by the City or City Council, transfer and assign to a financial partner, membership interests in K. Hovnanian at the Views at Northshore Urban Renewal, LLC, so long as said managing member (i) retains a membership interest in, and continues as the managing member of, K. Hovnanian at the Views at Northshore Urban Renewal, LLC, (ii) the Project is branded as a K. Hovnanian community, and (iii) said managing member retains day-to-day management responsibility K. Hovnanian at the Views at Northshore Urban Renewal, LLC. For purposes of this Subsequent Developer Agreement, the term “owners” is defined to include the interests of the members of the Entity, as the case may be, and the owners of such members, partners, or shareholders.

5.02 Exemptions from Prohibited Transfers. Notwithstanding the foregoing, following notice to and with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed, the following shall not constitute a prohibited transfer, for purposes of Section 5.01: The assignment by the Entity of its rights under this Subsequent Developer Agreement upon the following conditions: (i) the assignee of the Entity must be an entity controlling, controlled by, or under common control of the Entity, Star Holdings, or Safehold Inc.; (ii) the assignee of the Entity shall assume all of the obligations of the assignor Entity hereunder, but the assignor Entity shall remain primarily liable for the performance of such Entity’s obligations; (iii) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer; and (iv) such assignment does not violate any of the Governmental Approvals. Nothing contained herein shall prohibit the transfer of the Property, or of any rights under this Subsequent Developer Agreement to K. Hovnanian at the Views at Northshore Urban Renewal, LLC, without further action or consent by the City or City

Council, provided (i) K. Hovnanian at the Views at Northshore Urban Renewal, LLC shall assume all of the obligations of the assignor Entity hereunder, and the Entity shall be released; (ii) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer; and (iii) such assignment does not violate any of the Governmental Approvals. Notwithstanding the foregoing, Entity may utilize a Land Bank for the benefit of Entity, provided that Entity remains obligated for all Entity obligations hereunder and shall not constitute a prohibited transfer. For the purposes of this paragraph, a “**Land Bank**” transaction shall mean the assignment to a third party Institution in which the third-party Institution provides acquisition and development financing to Entity in a structure in which the third-party Institution acquires title to the Property from the current owner at closing and simultaneously enters into acquisition and development contracts for the Property with Entity. At all times, the Entity shall remain responsible for the actions of the third-party Institution relative to this Subsequent Developer Agreement.

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

5.04 Consent to Permitted Transfers.

- (a) The City and Master Developer hereby consent, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Entity to a Permitted Mortgagee (including an Institution, or Asbury Partners, LLC) for the purpose of obtaining the financing necessary to enable the Entity or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Subsequent Developer Agreement with respect to Completion of the Project and any other purpose authorized by this Subsequent Developer Agreement; (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Entity to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project; (iii) any transfer of all or portions of the real property comprising the Project Site from its current owner to the Entity; (iv) any contract to sell a Unit in the Project to a purchaser and/or the sale of such Unit upon its completion and the issuance of a Certificate of Occupancy; (v) any lease or occupancy agreement(s) for all portions of the Project or the Project Site, provided that the same are in compliance with the Financial Agreement; and (vi) any easements, rights-of-way, or licenses contemplated to be recorded by the Entity in connection with the Governmental Approvals for the Project.
- (b) With respect to any of the Transfers listed in Section 5.04(a)(i)-(ii), the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the name(s) and

address(es) of the transferee and any parties, individuals and/or entities comprising such Transfers.

5.05 Prohibition Against Speculative Development. Because of the importance of the Project to the general welfare of the community, the Entity represents and agrees that its undertakings pursuant to this Subsequent Developer Agreement will not be used for speculation in land holding.

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

ARTICLE 6 DEFAULT AND REMEDIES

6.01 Automatic Termination of Subsequent Developer Agreement. This Subsequent Developer Agreement, including, without limitation, the Entity's designation as a Subsequent Developer, shall automatically terminate, without any further action of any Party after notice and opportunity to cure in accordance with Section 6.02, 6.03, or 6.04 herein, as applicable, if each and every of the following conditions subsequent are not completed on or before the Outside Approvals Date:

- (a) Entity has obtained all Governmental Approvals, including the first of any Building Permits required to Commence Construction;
- (b) Financial Agreement is authorized, executed, and delivered by each of the Entity and the City;
- (c) Special Assessment Agreement, in form consented to by Master Developer in writing, is authorized, executed, and delivered by the City and the Entity; and
- (d) City issues one or more series of bonds (non-recourse to the City) pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 *et seq.* ("**RABs**").
 - i. The terms and conditions of the RAB shall be in accordance with and as further set forth in the Redeveloper Agreement, including, without limitation: (1) the RABs shall be primarily secured by the pledged portion of the special assessment provided under the Special Assessment Agreement (the "**Pledged Special Assessment**"); (2) the RABs shall be issued on federally tax-exempt basis to the extent permitted by applicable law; and (3) the proceeds of the RABs shall be made available to the

Master Developer for the construction of, or reimbursement for, infrastructure improvements benefitting the Project.

- ii. Under the terms of the Indenture, the City has the obligation to issue the RABs upon, among other things, the receipt of all Governmental Approvals, including Building Permits, required to authorize the Commencement of Construction. The Master Developer intends to request that the City issue the RABs on or about the Building Permits Approvals Date.
- iii. The RABs shall have a reasonable construction interest period, not to exceed two (2) years from the date of issuance of the RABs. The RAB purchaser will determine whether to accrue interest during the construction period, or fund it (capitalized interest) with a portion of the proceeds of the RABs. The actual construction interest period (not to exceed two (2) years) shall be selected by the Subsequent Developer no later than the execution and delivery of the Special Assessment Agreement, based upon the Subsequent Developer's good faith estimate of the construction period for the Project. Nothing in this Section 6.01(d)(iii) shall affect the deadlines and timeframes set forth in Sections 4.03 and 4.04 hereof.
- iv. For purposes of sizing the RABs, the assumed sales prices of the Units shall be those prices set forth in Exhibit E attached hereto, unless otherwise agreed to in writing by the Parties.
- v. The Indenture shall provide, at a minimum, that the RABs shall be non-callable, and that, to the extent the actual amount of aggregate Pledged Special Assessments payable by the owners of the Units upon sale of all Units (the "**Actual Pledged Special Assessments**") is greater than the amount of the Pledged Special Assessments assumed at the time of issuance of the RABs (the "**Projected Pledged Special Assessments**," and the difference between the Actual Pledged Special Assessments and the Projected Pledged Special Assessments, the "**Surplus Pledged Special Assessments**"), the City may, after receipt of a written request of the Master Developer, issue an additional series of RABs, to be primarily secured by the Surplus Pledged Special Assessments, and the terms and conditions of such RAB shall comport with (i)-(iv) above and this clause (v), to be set forth in the applicable indenture of trust. The use of the bond proceeds from any such issuance of RABs shall be as set forth in the Redeveloper Agreement.

6.02 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 forty-five (45) days, after receipt by the City of written notice from the Entity 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 forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the City is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

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

- (a) Failure of the Entity to observe and perform any covenant, condition, representation, warranty or agreement hereunder, specifically including failure to meet the milestones in Section 4.03 and Section 4.03 hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the Entity of written notice from the City or Master Developer 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 forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the Entity 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) The Entity shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Entity and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Entity, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Entity has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; (v) the Entity shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Entity, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Entity, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Entity, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Entity, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; or (ix) the Entity shall have suspended the transaction of its usual business for one hundred and twenty (120) consecutive days.
- (c) The Entity or its successor in interest (except as to Units that have already been sold by Entity to a residential home buyer) shall: (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, the fees and special assessments set forth in Section 4.09 herein, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof; (ii)(A) place on the Project Site any encumbrance or lien unauthorized by this Subsequent Developer Agreement or (B) suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized; or (iii) any other unauthorized encumbrance or lien to attach, and with respect to (ii)(A) or (B) provision, satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.

- (d) There is, in violation of this Subsequent Developer Agreement, a transfer or assignment as prohibited in Article 5.

6.04 Remedies of City or Master Developer upon Event of Default by the Entity.

- (a) Whenever any Event of Default by the Entity shall have occurred and be continuing beyond the applicable cure period, the City may terminate this Subsequent Developer Agreement, rescind any designation of the Entity as a Subsequent Developer or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement; provided that no remedy available to the City shall: (i) prohibit the Entity from completing sales of Units in the Project to contract purchasers in accordance with the terms of the preliminary offering statement approved by the New Jersey Department of Community Affairs; (ii) assert or impose liability on the Entity for special, indirect, consequential or punitive damages or assert or impose personal or individual liability on the affiliates, members, managers, officers and agents of the Entity; or (iii) adversely affect the security or payment of debt service on the RABs, if previously issued at the time of such termination. The Entity's retention of rights set forth in clause (i) above shall not in any way modify the timing or otherwise adversely affect the security or payment of debt service on the RABs, if previously issued; this includes, without limitation, the expiration of capitalized interest on the RABs.
- (b) Whenever any Event of Default by the Entity shall have occurred and be continuing, the Master Developer may make a written request to the City to exercise any remedies available to the City in the Event of Default by the Entity, as set forth in Section (a), which request shall not be unreasonably denied by the City. If the City does not undertake to enforce this Subsequent Developer Agreement, within one hundred and twenty days (120) days of receipt of the written request or at least thirty (30) days prior to the expiration of any applicable appeal period that may apply to such enforcement, whichever shall be shorter, Master Developer 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 Entity under this Subsequent Developer Agreement, provided, however that the limitations of liability and continuing and unaffected obligations regarding the payment of debt service on the RABs set forth in 6.04(a) above shall still apply.
- (c) In addition to, and not in limitation of, the remedies available to the City and to the Master Developer as set forth above, and notwithstanding any requirement of the City and the Master Developer to submit to binding arbitration to the contrary, the City or the Master Developer, as set forth above, may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 5; or (ii) any action by the Entity in breach of covenants as set forth in Section 3.03(a) or 3.03(b).
- (d) Remedies of the Entity upon Event of Default. Whenever any Event of Default by the City or the Master Developer shall have occurred and be continuing, the Entity 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 or the Master Developer under this Subsequent Developer Agreement.

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

6.06 Failure or Delay by Any Party. Except as otherwise expressly provided in this Subsequent Developer Agreement, any failure or delay by a 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 such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

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

ARTICLE 7 COOPERATION AND COMPLIANCE

7.01 Implementation of Subsequent Developer 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 Subsequent Developer Agreement and the Redevelopment Plan as it applies to the Project and further agree to cooperate as may be reasonably requested by any Permitted Mortgagee of the Entity in connection with obtaining financing for the Project or a part thereof; provided, however, that all cost of such action shall be borne by the Entity.

ARTICLE 8 MORTGAGE FINANCING; RIGHTS OF THE MORTGAGEE

8.01 Mortgage Financing. Neither the Entity nor the owner of the Property may obtain and record a Mortgage for the Project prior to the execution and recordation of the Special Assessment Agreement, unless: (A) the Mortgage contains an explicit provision providing that it shall be subordinate to the Special Assessment Agreement; and (B) in the event a Mortgage is recorded against the Property prior to the recording of the Special Assessment Agreement, the Special Assessment Agreement shall include the agreement and acknowledgment of the mortgagee that the Mortgage lien is subordinate to the lien of the Special Assessment Agreement. For purposes of clarification and to remove any doubt, (X) no consent of the issuer of any Mortgage for the Project, or the purchase money mortgage financing any Unit within the Project, is required,

so long as the Special Assessment Agreement has been recorded prior to the recording of any such Mortgage or purchase money mortgage and (Y) nothing in this Agreement in any way restricts any Mortgage or purchase money mortgage, to the extent desired or permitted by the Entity, from being recorded as first lien mortgages, subordinate only to the lien of the Special Assessment Agreement and other municipal liens. The Entity further agrees to provide a copy of any proposed Mortgage to the Master Developer at least five (5) days prior to the execution of said Mortgage. Thereafter, all monies obtained in connection with any construction financing for the Project must be devoted to the construction of improvements within the Project Site, related hard costs such as, but not limited to, land acquisition, and related soft costs such as interest, professional fees and filing fees. Upon completion of the Project, as evidenced by issuance of a Certificate of Completion for the Project, the Entity may refinance the Project Site without restriction.

8.02 Completion of Project by Mortgagee. Notwithstanding any of the provisions of this Subsequent Developer Agreement, including those which are or are intended to be covenants running with the land, any Permitted Mortgagee holding a Mortgage on the Project Site (including any such holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other court proceedings, or action in lieu thereof, but not including (i) any other Party who thereafter obtains title to the Project Site from or through such holder or (ii) any purchaser at foreclosure sale), shall in no way be obligated by the provisions of this Subsequent Developer Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in this Subsequent Developer Agreement be construed to so obligate such holder; provided that nothing in this Article or any other Article or provision of this Subsequent Developer Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Redevelopment Plan.

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

8.04 Mortgagee's Right to Cure Default. After delivery of notice of an Event of Default, each Permitted Mortgagee shall (insofar as the rights of the City and Master Developer 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 Subsequent Developer Agreement shall be deemed to permit or authorize such Permitted Mortgagee, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the holder's security, including the improvements or construction already begun) without first having expressly assumed the obligation to the City, by written agreement reasonably satisfactory to the City, to complete,

in the manner provided in this Subsequent Developer Agreement, the Project on the Project Site or the part thereof to which the lien, interest or title of such holder relates.

Any such Permitted Mortgagee opting to effect necessary cure action 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 Subsequent Developer Agreement.

ARTICLE 9 MISCELLANEOUS

9.01 Conflict with Redeveloper Agreement. To the extent that (i) the rights and responsibilities of the Entity and obligations of the City contained in this Subsequent Developer Agreement are inconsistent with the rights and responsibilities of a Subsequent Developer or the obligations of the City as set forth in the Redeveloper Agreement then provisions of this Subsequent Developer Agreement shall govern. The City acknowledges that the Master Developer shall have no liability under this Subsequent Developer Agreement and that its acknowledgement of this Subsequent Developer Agreement is solely for the purpose of recognizing the Entity and the Project pursuant to the Redeveloper Agreement. Nothing contained in this Subsequent Developer Agreement modifies, alters or waives the rights of either the City or the Master Developer under the Redeveloper Agreement. No action or inaction by the Entity shall be imputed to be considered a breach, default, or violation of the Redeveloper Agreement by the Master Developer.

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

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

9.04 Inspection of Books and Records.

- (a) The City shall have the right, at all reasonable times on reasonable advance notice to the Entity, to inspect the books and records of the Entity pertinent to the requirements of this Subsequent Developer Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.
- (b) The Entity shall have the right, at all reasonable times, to inspect the books and records of the City pertinent to the purposes of this Subsequent Developer Agreement, subject to the provisions of the Open Public Records Act (“**OPRA**”), N.J.S.A. 47:1A-1, *et seq.*
- (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.

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

9.06 Recitals. The recitals contained in this Agreement contain statements of fact and/or expressions of intention by the Parties and are deemed to be part of the substance of this Agreement.

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

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

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

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

9.11 Governing Law. The Subsequent Developer Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9.12 Waiver of Jury Trial. The Parties to this Subsequent Developer Agreement do hereby waive the right to a trial by jury with respect to any dispute or controversy concerning or arising as a consequence of this Agreement.

9.13 Notices. Any notice by a Party to this Subsequent Developer Agreement to another of the parties shall be deemed to have been properly given only if: (i) delivered personally; (ii) sent by registered or certified mail return receipt requested in a postage paid envelope; or (iii) sent by nationally recognized overnight delivery service to a Party at such Party's address set forth above or such other address as a Party may designate in writing. Notices shall be deemed to have been duly given when received by the addressee or upon the addressee's refusal to accept delivery. The terms of this Section 9.13 shall apply to any Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other parties of its identity and address. When sent to Entity, a copy shall concurrently be provided to Entity's counsel in accordance with the above, to the following address:

If to the City:

Lillian L. Nazzaro, Esq.
City Manager
1 Municipal Plaza
Asbury Park, New Jersey 07712

With a copy to:

Joanne Vos, Esq.
Maraziti Falcon, LLP
240 Cedar Knolls Road, Suite 301
Cedar Knolls, New Jersey 07927
Email: jvos@mfhenvlaw.com

If to the Subsequent Developer:

or Master Developer:

Asbury Partners and APW Redeveloper, LLC
c/o Starfield Companies
1089 Ocean Avenue, Third Floor
Asbury Park, NJ 07712
Attn: Brian Cheripka
Phone: (732) 774-1143
Facsimile No.: (844) 315-7820
E-Mail: bcheripka@starfieldcompanies.com

with a copy to:

GIBBONS P.C
One Gateway Center
Newark, NJ 07102
Attn: Jennifer Phillips Smith Esq.
Email: jsmith@gibbonslaw.com

9.14 Condemnation. The City is authorized under the Act to condemn property in a Redevelopment Area for the purpose of effectuating a redevelopment project; however, pursuant to Section 17.2 of the Redeveloper Agreement, the City has contractually agreed not to exercise its eminent domain powers concerning any property within the Boardwalk Area or the Prime Renewal Area of the Redevelopment Plan without Master Developer's consent.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Subsequent Developer Agreement as of the date first written above.

[SEAL]

Attest:

THE CITY OF ASBURY PARK

By:_____

Name:_____

Title:_____

Witness:

ASBURY PARTNERS, LLC

By:_____

Name: Brian A. Cheripka

Title: Authorized Signatory

Witness:

APW REDEVELOPER, LLC

By:_____

Name: Brian A. Cheripka

Title: Authorized Signatory

Attachment: REVISED AND COMBINED MA 11.3.24 (2024-518 : SDA for the Views Block 4302, Lot 2 (201-203 Eighth Avenue))

EXHIBIT A

Project Description and Concept Plan

Overview

The Entity will develop no more than 54 for-sale flats within two (2) Structures (or “buildings”) (consisting of 27 condominium flats, each) on an approximately 1.248-acre parcel known as Block 4302, Lot 2, to be known as the Views at Northshore. Neither Structure shall exceed four (4) stories or 65’ in height (plus a mezzanine level to accommodate rooftop access). The parcel is bounded by Deal Lake Drive to the north, Kingsley Street to the east, Eighth Avenue to south and Webb Street to the west within the Northshore district within the Prime Renewal Area of the City’s Waterfront Redevelopment Area.

One Structure will be located at the corner of Deal Lake Drive and Webb Street. The second Structure will be located at the corner of Kingsley Street and Eighth Avenue. Each Structure will be comprised of a total of 4-stories and a mezzanine level to access the rooftop deck area on each building. The buildings will consist of three (3) residential stories with a 1-story garage level constructed below the residential units. There will be additional surface parking available within an adjoining parking lot located between the Structures. The garage access points are now interior to the parking area on the site and not interfacing with the adjoining public rights-of-way.

Following presentation to the City Council, and in response to public comments, the Entity (i) has shifted both Structures to increase the space between the proposed Structures and the existing buildings on Lots 1 (commonly known as the Miramar) and 3 (commonly known as Kingsley Arms) (now providing a 10’ setback to each property line and building separations of 19.7’ and 21.7’) as shown on Exhibit A-2; and (ii) added two additional street trees within the right-of-way of Deal Lake Drive to be maintained by the future condominium association as shown on the attached revised plaza plan.

The Entity will seek preliminary and final site plan approval and design waivers, as briefly outlined herein.

Architectural Design & Streetscape Elements

The Views has Mediterranean-inspired architecture, open floorplans, rooftop deck features, large windows with Palladian-replicated features, and rooftop architectural elements replicating terracotta tiles. The Views at Northshore clearly evinces a strong nod to the City’s historical past while echoing nearby structures and simultaneously providing more modern living amenities and quality of life enhancements. Some of the architectural influences that inspired the Views at Northshore aesthetics include some of its historical landmarks, including the Santander Condominium, the Charms Building, the United States Post Office, and the Hotel Monterey.

Importantly, the layout of each building’s exterior amenities was carefully planned to enhance their street corner locations and interface with the City’s rights-of-way.

The chosen façade materials consist of quality cementitious materials Consistent with the architectural vocabulary of the buildings, the rooftops will include metal roofing accents inspired

by terracotta roof tiles. These cladding materials, which align with the intent of the Waterfront Redevelopment Plan's Building Elements, will be uniform between both buildings to present a consistent, community aesthetic.

Building Program

The Views at Northshore will consist of 54 condominium flats constructed in two (2) independent buildings (27 Units in each building). The open floor plan Units will range from approximately 708 sq. ft. to 1362 sq. ft. with one-bedroom to three-bedroom floorplans. Most Units will have at least one walk-in closet and all will have luxury baths.

Aside from the landscaped and hardscaped amenities at the corners of the City block, each building will include a large rooftop deck with a mezzanine floor for access to same and general storage in both buildings for the residents for bicycles and other recreational equipment in the lower garage level.

The maximum height of the condominium buildings permitted within Block 4302 is 6 to 8-stories under the Waterfront Redevelopment Plan. The Project will be comprised of 4- stories plus a mezzanine level to accommodate rooftop access, which is compliant with that the Redevelopment Plan. The parking levels below each building will be constructed at grade, and therefore, shall be considered a story. It is anticipated that each building will be approximately 65 feet tall, plus the mezzanine level.

Parking

The City's Waterfront Redevelopment Plan for Block 4302 requires two (2) parking spaces per residential unit plus one space for each on-street parking space eliminated. Five on street parking spaces are to be eliminated. The electric vehicle amendments to New Jersey's Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) permit a two-for-one credit for up to ten percent (10%) of the total parking requirement, which equates to 11.3 or 11 parking spaces [N.J.S.A. 40:55D-66.20]. Therefore, the total parking requirement under the Waterfront Redevelopment Plan would be calculated as follows:

- 54 units * 2 spaces required for each unit = 108¹
- Plus 5 spaces for each eliminated on-street parking space = 113
- Minus 11 spaces for EV Credits = **102 required parking spaces**

The Project includes 109 parking spaces, including 86 structured parking spaces (43 per building) and 23 off-street surface parking spaces. Therefore, the parking complies with both the CAFRA Permit and the Waterfront Redevelopment Plan.

¹ The CAFRA Permit requires 2 spaces per residential unit, without the added requirement to replace on-street parking spaces. Therefore, the NJDEP is requiring 108 spaces to be constructed on site.

Zoning & Waterfront Redevelopment Plan Compliance

The Views at Northshore is located on 1.248 acres and exceeds the Waterfront Redevelopment Plan's minimum tract area and frontage requirements. The compliant zoning criteria can be summarized as follows:

WRP PROVISION	PERMITTED/ REQUIRED	PROJECT	COMPLIES
Min. Lot Area	15,000 s.f.	In excess of 54,000 sf	YES
Min. Lot Frontage	100 ft.	Webb Street = 150 ft. Deal Lake Drive = 175 ft. Kingsley Street = 150 ft. Eighth Avenue = 187.50 ft.	YES
Use	Multi-family residential uses in the form of apartments	Multi-family residential uses in the form of apartments	YES

Environmental

If the Project is approved, the Project Site will be investigated and, if necessary, remediated to NJDEP standards. The Entity will obtain a Response Action Outcome, in accordance and compliance with all applicable environmental laws, rules and regulations.

PROPERTY OWNERS WITHIN 200 FT.	

UTILITY COMPANIES

OTHER AGENCIES TO BE NOTIFIED ON 200' CERTIFIED LISTS:

FOR RAILROAD:	RUDY GUERDS, DIRECTOR PROPERTY MANAGEMENT NEW JERSEY TRANSIT CORPORATION ONE PENN PLAZA EAST, 7 TH FLOOR NEWARK, NJ 07105-2266
COUNTY ROAD: (ASBURY AVE & MEMORIAL DR. & SUBDIVISIONS)	ROBERT W CLARK, DIRECTOR NORMOUTH COUNTY PLANNING BOARD HALL OF RECORDS ANNEX MAIN STREET FREEHOLD, NJ 07728
STATE HIGHWAY: (RT 71 & MAIN ST.)	THOMAS DOWD, REGIONAL ENGINEER NJ DOT CENTRAL REGION PERMITS 300 DANIELS WAY FREEHOLD, NJ 07728
WATERWAYS: (OCEAN & LAKES)	STATE OF NEW JERSEY DEPT OF ENVIRONMENTAL PROTECTION LAND USE MANAGEMENT & COMPLIANCE PO BOX 459 TRENTON, NJ 08625-0439
RICHARD S. COHEN, SECRETARY & CORPORATE COUNSEL JERSEY CENTRAL POWER AND LIGHT COMPANY 300 MADISON AVENUE MORRISTOWN, NJ 07962-1911	
OLETA HARDEN, SR., VICE PRESIDENT AND SECRETARY NEW JERSEY NATURAL GAS COMPANY 3534 WYCKOFF ROAD PO BOX 1464 WALL, NJ 07719	
NEW JERSEY-AMERICAN WATER COMPANY, INC. C/O GENERAL TAX DEPT. PO BOX 5627 CHERRY HILL, NJ 08034	
CABLEVISION ENGINEERING DEPARTMENT 1501 18 TH AVENUE WALL, NJ 07719	
ASBURY PARK ENGINEERING PUBLIC WORKS & SEWER DEPT. 9 MAIN STREET ASBURY PARK, NJ 07712	

INDEX OF SHEETS		
SHT. No.	DESCRIPTION	LATEST REVISION
1	COVER SHEET	
2	DEMOLITION PLAN	
3	DIMENSION PLAN	
4	GRADING PLAN	
5	UTILITY PLAN	
6 - 9	CONSTRUCTION DETAILS	
10	SOIL EROSION & SEDIMENT CONTROL PLAN	
11-12	SOIL EROSION & SEDIMENT CONTROL DETAILS	
13	LIGHTING PLAN	
14	LIGHTING DETAILS	

OWNER _____ DATE _____

APPROVED BY THE PLANNING BOARD OF THE CITY OF ASBRURY PARK AT THE
REGULAR MEETING OF _____
DATE _____

SECRETARY

DATE

INDEX OF SHEETS

SHT. No.	DESCRIPTION	LATEST REVISION
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GENERAL INFORMATION	

COVER SHEET NOTES

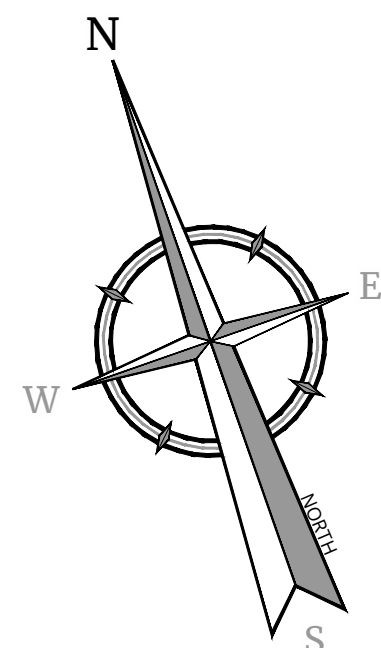
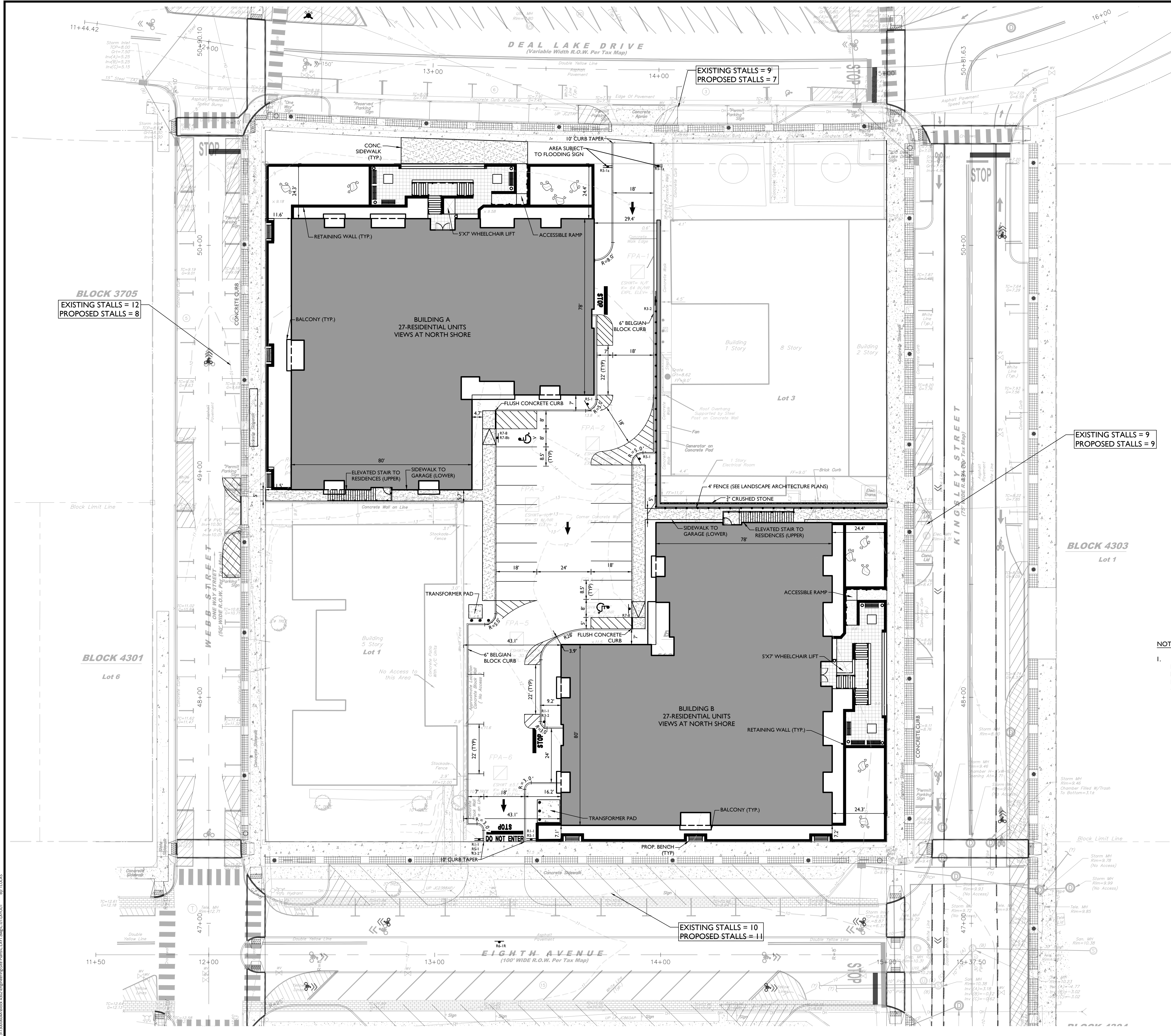
1. PROJECT SITE KNOWN AND DESIGNATED AS LOT 2, BLOCK 4302, AS SHOWN ON THE CURRENT TAX ASSESSMENT MAP OF THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY (SHEET 43) DATED DECEMBER 31, 2010, AND LAST REVISED MARCH 15, 2012 CONTAINING 54,375 SQUARE FEET.
2. BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM A PLAN ENTITLED "BOUNDARY & TOPOGRAPHIC SURVEY PREPARED FOR LOT 2, BLOCK 4302 SITUATED IN THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY" DATED 4/18/12, PREPARED BY FRENCH & PARRELO ASSOCIATES.
3. HORIZONTAL DATUM: NAD 83 VERTICAL DATUM: NAVD 88
4. OWNER/APPLICANT

AP FIVE PRO P HOLDINGS, LLC & ASBURY PARTNERS, LLC
1089 OCEAN AVENUE, UNIT 3
ASBURY PARK, NJ 07712
5. ZONE DATA: WATERFRONT REDEVELOPMENT AREA (WRA)

	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA	15,000 SF	54,375 SF	54,375 SF
MINIMUM LOT WIDTH	N/A		
MINIMUM LOT FRONTAGE	150 FT	150 FT	150 FT
MINIMUM LOT DEPTH	N/A		
PRINCIPAL BUILDING			
MINIMUM FRONT YARD	N/A		
MINIMUM REAR YARD	N/A		
MINIMUM SIDE YARD	N/A		
TOTAL TWO SIDE YARDS	N/A		
MAXIMUM PERCENT BUILDING COVER	N/A		
MAXIMUM PERCENT LOT COVER	N/A		
MAXIMUM NUMBER OF STORIES	8	4	4
MAXIMUM BUILDING HEIGHT	N/A		58 FT
MINIMUM IMPROVABLE LOT AREA	N/A		
OFF-STREET PARKING SPACES	108	N/A	109
LOADING SPACES	N/A		
SIGNS	N/A		
FREE STANDING SIGN NUMBER	N/A		
FREE STANDING SIGN AREA(S)	N/A		
ATTACHED SIGN NUMBER	N/A		
ATTACHED SIGN AREA (S)	N/A		
EXISTING USE OR USES: VACANT			
PROPOSED USE OR USES: RESIDENTIAL			
EXISTING STREET PARKING STALLS: 40			
PROPOSED STREET PARKING STALLS: 35			

6. ALL CONTRACTORS MUST CALL THE NEW JERSEY ONE CALL SYSTEM (1-800-272-1000) TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO ANY DEMOLITION, CONSTRUCTION, ABANDONMENT, SOILS INVESTIGATION, AND/OR EXCAVATIONS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SITE CLEANUP WITHIN THE CONSTRUCTION AREA AND SHALL DISPOSE OF DEBRIS IN ACCORDANCE WITH ANY LOCAL, STATE OR FEDERAL REGULATIONS.
8. ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION.
9. CONTRACTOR RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS INCLUDING ROAD OPENING PERMITS, PREPARATION OF TRAFFIC CONTROL PLANS, INSTALLATION AND MAINTENANCE OF TRAFFIC CONTROL AND COORDINATION OF ALL INSPECTIONS REQUIRED BY THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH (WATER COMPANY)(SEWER COMPANY), AND ANY OTHER APPLICABLE AGENCY HAVING JURISDICTION OVER THE PROJECT.
10. ANY DAMAGE TO PUBLIC STRIPS, CURBS, SIDEWALKS AND UTILITIES AS A RESULT OF SITE CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR.
11. CONSTRUCTION MAY REQUIRE MULTIPLE MOBILIZATIONS, CONTRACTOR SHALL COORDINATE PROPOSED WORK SCHEDULES AND TIMES WITH THE CITY OF ASBURY PARK.
12. ONGOING OPERATIONS MAY CONTINUE WITHIN PORTIONS OF THE FACILITY. CONTRACTOR SHALL MAINTAIN ACCESS AS APPROPRIATE AND SHALL COORDINATE WITH OWNER.
13. ALL INTERRUPTIONS TO UTILITY SERVICE, ACCESS, OR OPERATIONS OF ANY KIND REQUIRE PRIOR NOTIFICATION AND APPROVAL BY OWNER.
14. UTILITY CONNECTION POINTS FOR DOMESTIC WATER, SANITARY SEWER AND STORM WATER ARE IN ACCORDANCE WITH THE ASBURY PARK WATERFRONT REDEVELOPMENT INFRASTRUCTURE IMPROVEMENT PLANS.
15. THE CONTRACTOR SHALL PROVIDE NECESSARY BARRICADES, SUFFICIENT LIGHTS, SIGNS, AND OTHER TRAFFIC CONTROL METHODS AS MAY BE NECESSARY WITHIN THE PROJECT FOR THE PROTECTION AND THE SAFETY OF THE PUBLIC AND MAINTAIN THROUGHOUT CONSTRUCTION.
16. THESE PLANS HAVE BEEN PREPARED FOR THE PURPOSE OF (PRELIMINARY/FINAL) MUNICIPAL AND AGENCY REVIEW AND APPROVAL. THE PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ALL FINAL APPROVALS HAVE BEEN OBTAINED AND ALL CONDITIONS OF THE APPROVALS HAVE BEEN SATISFIED.
17. CENTER SITE COORDINATES 508.662.45 N 631.827.46 E NJSPCS
18. THE CONTRACTOR IS DIRECTED TO THE FACT THAT THE APPROXIMATE LOCATIONS OF KNOWN UTILITY STRUCTURES AND FACILITIES (INCLUDING BUT NOT LIMITED TO SANITARY SEWERS, STORM SEWERS, POTABLE WATER LINES AND APPURTENANCES, NATURAL GAS LINES, ELECTRIC, TELEPHONE AND CATV LINES AND UNDERGROUND STORAGE TANKS) THAT MAY BE ENCOUNTERED WITHIN AND ADJACENT TO THE LIMITS OF THE WORK ARE SHOWN ON THE PLANS. THE ACCURACY AND COMPLETENESS OF THIS INFORMATION IS NOT GUARANTEED BY THE ENGINEER, AND THE CONTRACTOR IS ADVISED TO VERIFY IN THE FIELD ALL THE FACTS CONCERNING THE LOCATION AND ELEVATION OF THESE UTILITIES OR OTHER CONSTRUCTION OBSTACLES IMPACTED BY NEW CONSTRUCTION PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER, IN WRITING, PRIOR TO CONSTRUCTION, OF ANY DISCREPANCIES WHICH MAY AFFECT THE PROJECT DESIGN.
19. NO WETLANDS OR WETLAND TRANSITION AREAS EXIST ON-SITE.
20. THERE ARE NO EXISTING PUBLIC EASEMENTS OR DEED RESTRICTIONS ON BLOCK 4302.
21. ALL SIGNAGE TO BE POSTED IN ACCORDANCE WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION-FEDERAL HIGHWAY ADMINISTRATION, "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS (MUTCD)", LATEST EDITION.
22. ALL CURB AND SIDEWALKS SHALL CONFORM TO STATE AND FEDERAL BARRIER FREE DESIGN STANDARDS.
23. ALL PROPOSED ON-SITE CURBING TO BE VERTICAL CONCRETE CURBING. ALL PROPOSED CURBING WITHIN CITY RIGHT-OF-WAY TO BE VERTICAL CONCRETE CURBING.
24. ALL CONNECTIONS WITH EXISTING PAVEMENTS, CURBS, SIDEWALKS, ETC SHALL BE SAW CUT.
25. SEE LANDSCAPE PLANS FOR DETAILS ON HARDSCAPE AND PLANTING MATERIALS.
26. ALL PROPOSED ON-SITE CURBING TO BE VERTICAL CONCRETE CURB WITH 6" REVEAL, UNLESS OTHERWISE STATED.
27. ALL CURBS SHALL BE DEPRESSED AT CROSSWALKS AND CONFORM TO APPLICABLE STATE AND FEDERAL BARRIER FREE DESIGN STANDARDS.
28. ALL WALKWAYS IN THE PUBLIC RIGHT-OF-WAY TO HAVE A MAXIMUM CROSS SLOPE OF 2% AND RUNNING SLOPE OF 5% UNLESS OTHERWISE NOTED.
29. ALL GRADING WITHIN GRASSED AREAS TO BE A MINIMUM OF 2% AND A MAXIMUM OF 3:1 SLOPE UNLESS OTHERWISE NOTED.
30. ALL EXCAVATED SOIL TO BE DISPOSED SHALL BE PROPERLY CLASSIFIED, HANDLED, AND DISPOSED OF OFF-SITE IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
31. ALL IMPORTED SOILS MUST BE CERTIFIED CLEAN FILL IN ACCORDANCE WITH THE NJDEP TECHNICAL REQUIREMENTS WAC# 7246. IMPORTED SOILS SHALL BE PLACED IN ACCORDANCE WITH THE GEOTECHNICAL SUBSURFACE INVESTIGATION REPORT. ALL IMPORTED MATERIAL REQUIRES APPROVAL BY OWNER PRIOR TO PLACEMENT ON-SITE.
32. ALL GRASSED AREAS TO HAVE A MINIMUM OF 4" CLEAN TOP SOIL, WHEN SOIL IS BEING INSTALLED, OR 6" CLEAN TOP SOIL FOR SEEDING APPLICATIONS.
33. CONTRACTOR RESPONSIBLE FOR OBTAINING PERMITS FOR ALL ROAD OPENINGS FROM THE CITY OF ASBURY PARK AND ALL OTHER APPLICABLE PERMITS FROM AGENCIES HAVING JURISDICTION.
34. ALL CONSTRUCTION SHALL CONFORM WITH ANY APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS. CONTRACTOR HAS SOLE RESPONSIBILITY FOR SITE SAFETY AND TO CONFORM TO AND ABIDE BY ALL CURRENT OSHA STANDARDS OR REGULATIONS. SAFE CONSTRUCTION PRACTICES REMAIN THE OBLIGATION OF THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE FEDERAL, STATE AND LOCAL PERMITS PRIOR TO CONSTRUCTION.
35. SUBJECT PROPERTY LIES WITHIN ZONE AE ACCORDING TO, FLOOD INSURANCE MAP FOR MONMOUTH COUNTY, NEW JERSEY (ALL JURISDICTIONS), PAGES 332 AND 351 OF 457, MAP NUMBER 34025C0335.H AND 34025C0332.H DATE OF JANUARY 31, 2014, PREPARED BY THE FEDERAL MANAGEMENT AGENCY FOR 100-YEAR FLOOD PLAIN ELEVATION.

Attachment: REVISED AND COMBINED MA 11.3.24 (2024-518 : SDA for the Views Block 4302, Lot 2 (201-203 Eighth Avenue))



BLOCK 3705
EXISTING STALLS = 12
PROPOSED STALLS = 8

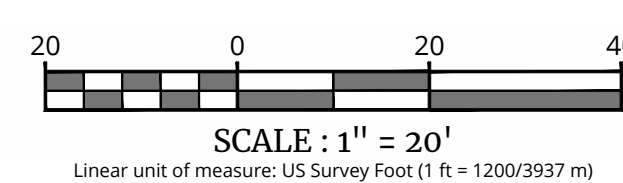
EXISTING STALLS = 9
PROPOSED STALLS = 7

EXISTING STALLS = 9
PROPOSED STALLS = 9

EXISTING STALLS = 10
PROPOSED STALLS = 11

- NOTES:**
- 1. OFF-SITE IMPROVEMENTS DEPICTED HEREON ARE REFERENCED FROM A PLAN ENTITLED "INFRASTRUCTURE IMPROVEMENT PLANS FOR ASBURY PARTNERS, LLC" PREPARED BY COLLIERS ENGINEERING & DESIGN. OFF-SITE IMPROVEMENTS, EXCLUSIVE OF DRIVEWAY CONNECTIONS, CURB RAMPS AND UTILITY CONNECTIONS REQUIRED FOR THIS DEVELOPMENT, ARE TO BE COMPLETED BY OTHERS.

EXISTING	LEGEND	PROPOSED
	TRAVERSE LINE, CENTER LINE OR BASELINE (LABEL AS SUCH)	
	RIGHT OF WAY LINE	
	PROPERTY LINE	
	EDGE OF PAVEMENT	
	CURB	
	DEPRESSED CURB	
	SIDEWALK	
	FENCES	
	TREELINE	
	ROADWAY SIGNS	
	WETLAND LINE	
	MUNICIPAL BOUNDARY LINE	
	STALL COUNT	
	ADA ACCESSIBLE STALL	
	DEPRESSED CURB AND ADA RAMP	
	DIRECTION OF TRAFFIC FLOW	



Engineering & Design

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FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV.	DATE	DRAWN BY	DESCRIPTION
1	4/30/24	TJB	UPDATE BUILDING ENTRANCE AND ON-STREET PARKING
2	5/21/24	RT	UPDATE PARKING TOTAL
3	5/13/24	TL	REVISED PER TJC COMMENTS

PRELIMINARY/FINAL MAJOR SITE PLAN

FOR
1089 OCEAN AVENUE, UNIT 3
THE VIEWS AT NORTH SHORE

AP FIVE PROP HOLDINGS, LLC
ASBURY PARTNERS, LLC

BLOCK 4302 LOT 2

CITY OF ASBURY PARK
MONMOUTH COUNTY
NEW JERSEY

HOLMDEL (Headquarters)
101 Crawford Corner Road,
Suite 3400
Holmdel, NJ 07733
Phone: 732.383.1950
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

SCALE: AS SHOWN	DATE: 10/16/23	DRAWN BY: TL	CHECKED BY: RJC
PROJECT NUMBER: 23010818A	DRAWING NAME: C-LAY1		

SHEET TITLE: **DIMENSION PLAN**

SHEET NUMBER: 3 of 15

NOTE: DO NOT SCALE DRAWINGS FOR CO Packet CG 177



VILLAGE GREEN ZELKOVA



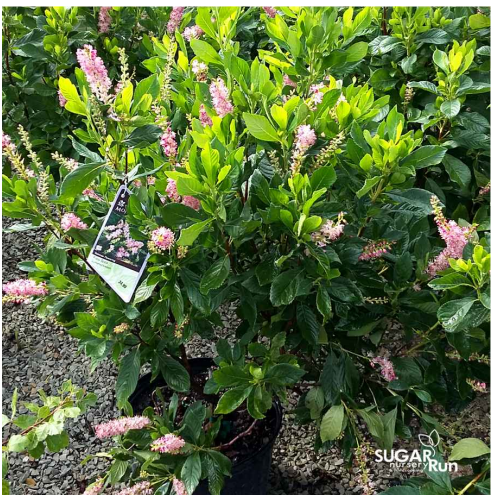
CREPE MYRTLE



SPARTAN JUNIPER



MOONSHINE YARROW



RUBY SPICE CLETHRA



NIKKO BLUE HYDRANGEA



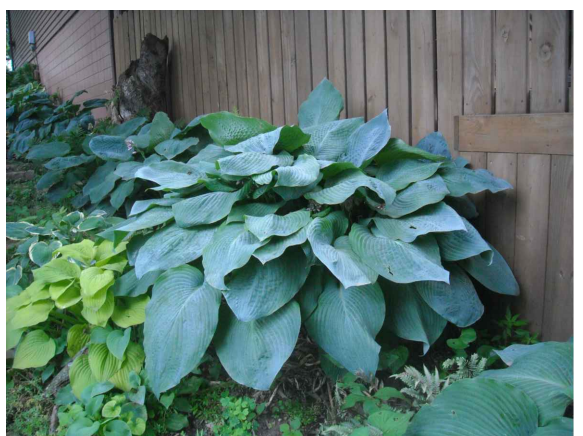
KNOCKOUT ROSE



SHASTA DAISY



PURPLE CONEFLOWER



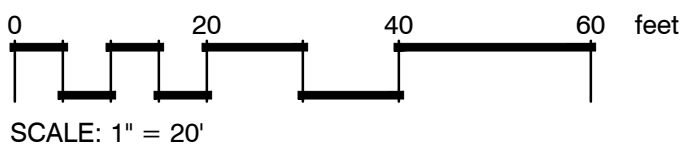
BIG DADDY HOSTA



RUSSIAN SAGE



OLD GOLD SEDGE



BML STUDIO LLC
PHONE: (609) 994-2637
EMAIL: BMLFF@BMLSTUDIO.COM

NY AUTHORIZATION: MB000099

BRIAN M. LEFF, L.L.A., P.P.
NJ LICENSED LANDSCAPE ARCHITECT 21A0007966

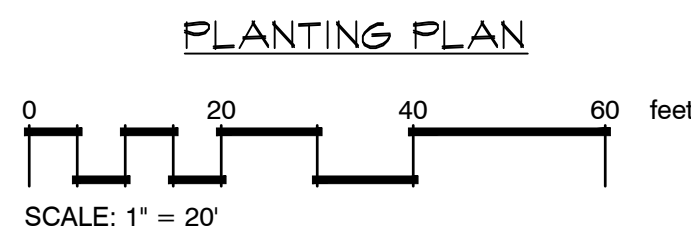
THE VIEWS AT NORTH SHORE

LOT 2 BLOCK 4302
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

LANDSCAPE EXHIBIT

REVISIONS			
No.	Date	Description	By

Sheet	—	
	Project Number	2305005
	Date	6/10/24
	Scale	1"=20'



LANDSCAPE NOTES

A. GENERAL

1. THE LANDSCAPE PLAN WAS PREPARED FOR LANDSCAPING PURPOSES ONLY. THIS PLAN SHOULD NOT BE USED FOR ANY OTHER PURPOSE.
2. IN THE EVENT THAT DISCREPANCIES ARE DISCOVERED BETWEEN THE PLAN AND THE PLANTING SCHEDULE, THE PLAN CONDITIONS SHALL GOVERN.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING.
4. SUBSTITUTIONS IN PLANT TYPE OR SIZE SHALL ONLY BE MADE WITH THE PRIOR WRITTEN APPROVAL OF THE CITY OF ASBURY PARK.
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO STARTING WORK.
6. WHEREVER MULCH IS PLACED, IT SHALL BE TREATED WITH A FIRE-EMERGENT NEED CONTROL IN ACCORDANCE WITH THE PRODUCT APPLICATION INSTRUCTIONS.
7. ALL LANDSCAPE PLANTINGS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM. THE SYSTEM SHALL BE DESIGNED AND INSTALLED BY A QUALIFIED IRRIGATION EXPERT. SHOP DRAWINGS OF THE DESIGN SHALL BE SUBMITTED TO THE CITY ENGINEER, FOR REVIEW, PRIOR TO INSTALLATION.
8. CONTRACTOR SHALL USE CAUTION WHEN INSTALLING PLANTS OVER THE SUBSURFACE DETENTION SYSTEM. HAND EXCAVATION OF ALL PLANTING PITS IS RECOMMENDED.

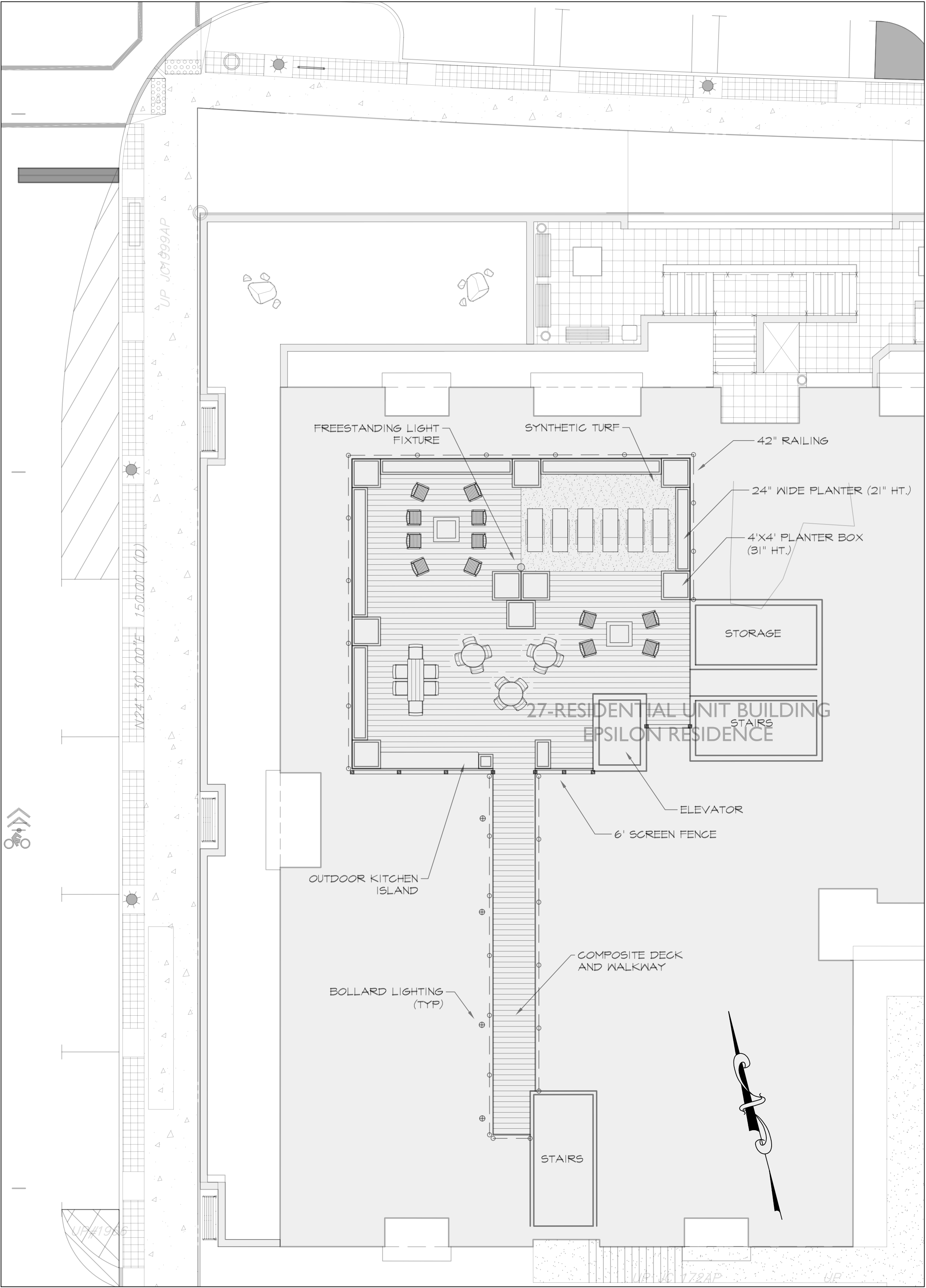
B. MATERIALS

1. TOPSOIL SHALL MEET THE STANDARDS OUTLINED IN SECTION 917.01 OF THE N.JDOT STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
2. ALL PLANTS SHALL BE PROVIDED IN THE SIZE, SPECIES, GENUS, AND VARIETY AS SPECIFIED ON THE PLANTING PLAN.
3. ALL PLANTS SHALL CONFORM TO THE STANDARDS CONTAINED IN THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1), AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
4. ALL PLANTS SHALL BE FREE OF DISEASE, INSECTS, KNOTS, AND OTHER DEFORMITIES.
5. TREE CROWNS SHALL BE WELL BALANCED, SYMMETRICAL, AND TYPICAL FOR THE GENUS, SPECIES, AND CULTIVAR.
6. UNLESS OTHERWISE SPECIFIED, ALL TREES SHALL HAVE A SINGLE, RELATIVELY STRAIGHT, CENTRAL LEADER AND TAPERED TRUNKS.
7. PLANTS SHALL BE DELIVERED TO THE SITE NO MORE THAN 48 HOURS PRIOR TO PLANTING. WHEN PLANTS ARE NOT BE INSTALLED IMMEDIATELY UPON DELIVERY, THEY SHALL BE STORED IN A SHADED AREA, PROTECTED FROM DIRECT SUNLIGHT, AND THE ROOT BALLS WATERED REGULARLY TO PREVENT DRYING.
8. ALL PLANTS SHALL BE GUARANTEED FOR A PERIOD OF 2 YEARS FROM THE TIME OF OWNER ACCEPTANCE.

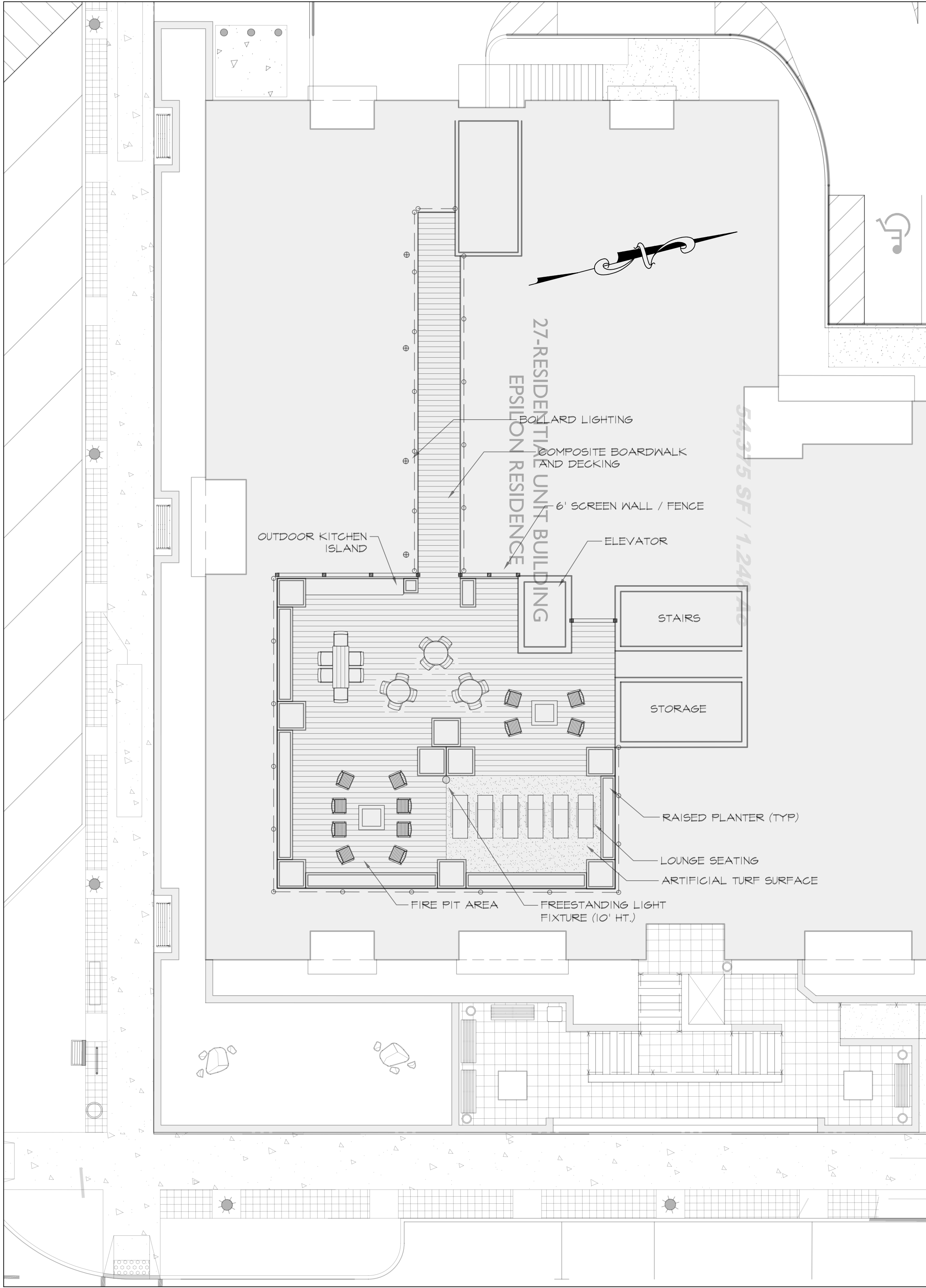
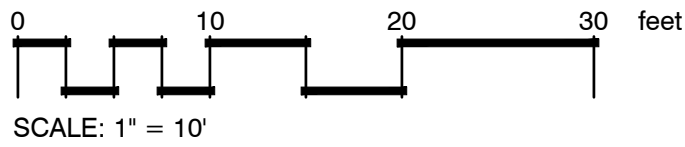
C. PLANTINGS

1. ALL PLANTS SHALL BE HANDLED AND TRANSPORTED TO PREVENT INJURIES DURING TRANSIT. DO NOT DROP OR DUMP PLANTS WHILE LOADING OR UNLOADING.
2. ALWAYS HANDLE PLANTS BY THE ROOTBALL. NEVER LIFT A PLANT BY THE TRUNK OR BRANCHES.
3. ALL SHRUB MASSES ARE TO BE PLANTED IN A CONTINUOUS PLANTING BED.
4. ALL PLANTING BEDS SHALL BE TILLED TO A DEPTH OF 6" PRIOR TO INSTALLING PLANTS.
5. PRIOR TO PLANTING, ALL PLANTS SHALL BE PRUNED IN ACCORDANCE WITH ANSI A 300 TO PRESERVE THE NATURAL CHARACTER OF EACH PLANT. NEVER PRUNE OR REMOVE THE CENTRAL LEADER OF ANY TREE.
6. ALL PLANTS SHALL BE SET PLUMB IN THE PLANTING PITS AT THE SAME DEPTH AT WHICH THEY WERE GROWN IN THE NURSERY. THE ROOT FLARE OF ALL TREES SHALL BE VISIBLE.
7. AFTER PLACING BALLED AND BURLAPPED PLANTS INTO THE PLANTING PIT, BURLAP SHALL BE REMOVED FROM THE TOP 1/3 OF THE ROOTBALL PRIOR TO, OR WHILE, BACKFILLING THE PLANTING PIT. ALL WIRE BASKETS AND BINDING SHALL BE REMOVED FROM ALL TREES AND SHRUBS.
8. UNLESS SPECIFIED ELSEWHERE, ALL PLANTING PITS SHALL BE BACKFILLED WITH A MIXTURE OF 100% TOPSOIL.
9. BACKFILL SHALL BE PLACED IN 6" LIFTS. EACH LIFT SHALL BE WATERED IN AND LET SETTLE PRIOR TO PLACING THE NEXT LIFT.
10. TREES SHALL BE WATERED AND STAKED IN AREAS WITH HIGH WINDS, SATURATED SOILS, STEEP SLOPES, OR OTHER CONDITIONS WHICH WARRANT SUPPORT.
11. ALL TREES SHALL BE MULCHED TO A DEPTH OF 2" TO THE LIMIT OF THE PLANTING PIT. MULCH CIRCLE SHALL RESEMBLE A SAUCER. NO MULCH SHALL BE PLACED WITHIN 3'4" OF THE TREE TRUNK.

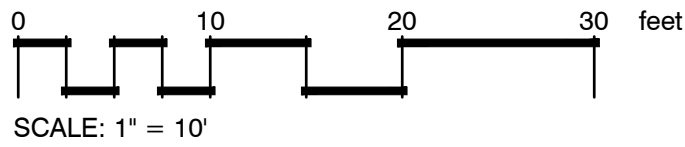
Packet Pg. 179



DEAL LAKE DRIVE ROOFTOP LAYOUT



KINGSLEY STREET ROOFTOP LAYOUT



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EMAIL: BLUFF@BMLSTUDIO.COM

NY AUTHORIZATION: MB000099

BRIAN M. LEFF, L.L.A., P.P.
LICENSED LANDSCAPE ARCHITECT 21A0000960

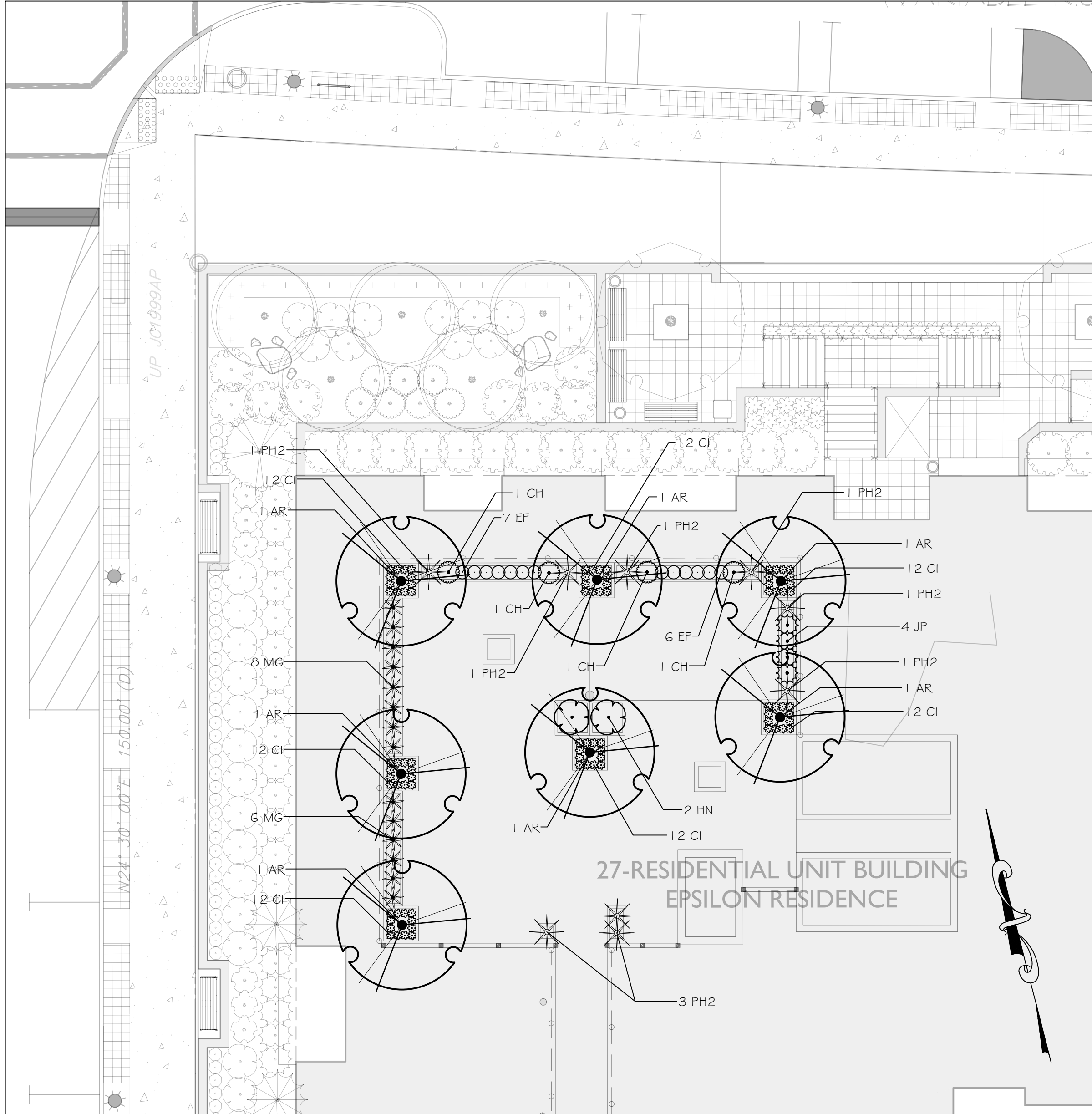
IEWS AT NORTHSHORE

LOT 2 BLOCK 4302
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

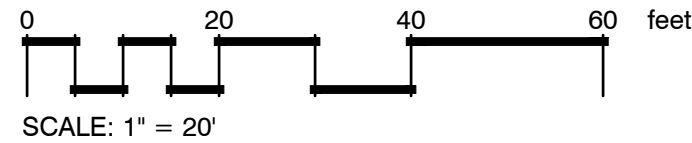
ROOFTOP COURTYARD LAYOUT PLAN

REVISIONS			
No.	Date	Description	By
1	06/02/24	Revised per NYC meeting	BL

Sheet	Project Number	2308005	
	Date		
2 of 4	Date	02/10/24	
	Scale	1"=10'	

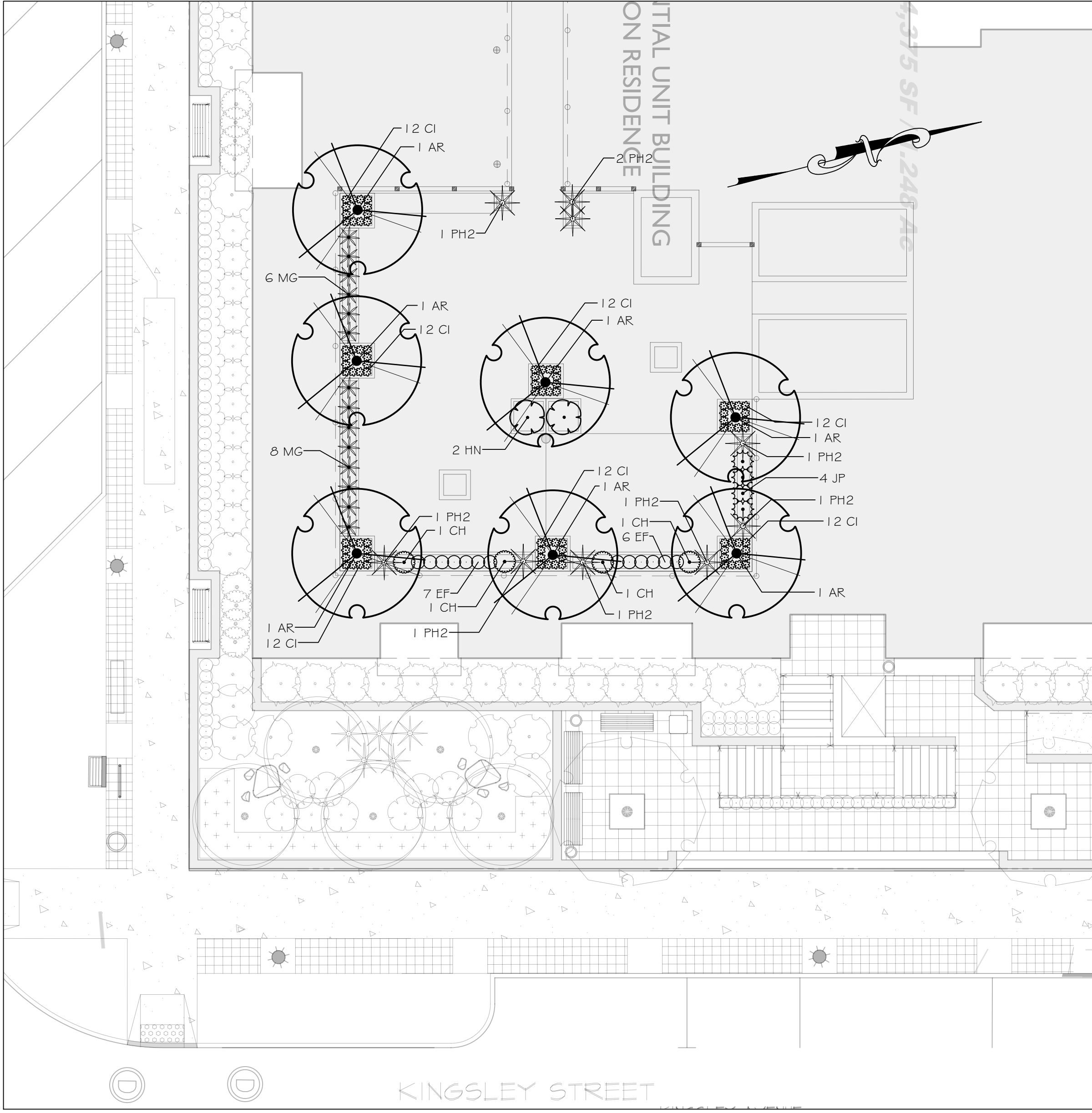


LAKE VIEW DRIVE ROOFTOP PLANTING

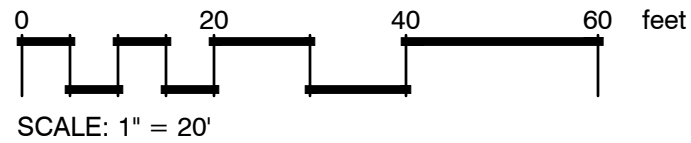


PLANT SCHEDULE ROOFTOP PLANTING

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	REMARKS
DECIDUOUS TREES						
AR	7	Amelanchier x grandiflora 'Robin Hill'	Robin Hill Apple Serviceberry	B & B	2.5" Cal	Single Trunk
SHRUBS						
CH	4	Clethra alnifolia 'Hummingbird'	Hummingbird Summersweet	Cont.	15"-18" HT.	
HN	2	Hydrangea macrophylla 'Nikko Blue'	Nikko Blue Hydrangea	Cont.	2'-2.5' SPD	
JP	4	Juniperus chinensis 'Pfitzeriana Nicks Compacta'	Nick's Compact Pfitzer Juniper	Cont.	18"-24" SPD.	
GRASSES						
CI	84	Carex morrowii 'Ice Dance'	Ice Dance Japanese Sedge	Cont.	2 QT.	
MG	14	Muhlenbergia capillaris 'Gulf Coast'	Gulf Coast Pink Muhly Grass	Cont.	1 GAL	
PH2	9	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	Cont.	3 GAL.	
PERENNIALS						
EF	13	Echinacea purpurea 'Pow Wow Wildberry'	Purple Coneflower	Cont.	1 GAL	



KINGSLEY STREET ROOFTOP PLANTING



PLANT SCHEDULE KINGSLEY ROOFTOP

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	REMARKS
DECIDUOUS TREES						
AR	7	Amelanchier x grandiflora 'Robin Hill'	Robin Hill Apple Serviceberry	B & B	2.5" Cal	Single Trunk
SHRUBS						
CH	4	Clethra alnifolia 'Hummingbird'	Hummingbird Summersweet	Cont.	15"-18" HT.	
HN	2	Hydrangea macrophylla 'Nikko Blue'	Nikko Blue Hydrangea	Cont.	2'-2.5' SPD	
JP	4	Juniperus chinensis 'Pfitzeriana Nicks Compacta'	Nick's Compact Pfitzer Juniper	Cont.	18"-24" SPD.	
GRASSES						
CI	84	Carex morrowii 'Ice Dance'	Ice Dance Japanese Sedge	Cont.	2 QT.	
MG	14	Muhlenbergia capillaris 'Gulf Coast'	Gulf Coast Pink Muhly Grass	Cont.	1 GAL	
PH2	9	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	Cont.	3 GAL.	
PERENNIALS						
EF	13	Echinacea purpurea 'Pow Wow Wildberry'	Purple Coneflower	Cont.	1 GAL	



BML STUDIO LLC
PHONE: (609) 994-2637
EMAIL: BLEFF@BMLSTUDIO.COM

NI AUTHORIZATION: MB000099

BRIAN M. LEFF, LLA, PP
REGISTERED LANDSCAPE ARCHITECT 21A0009960

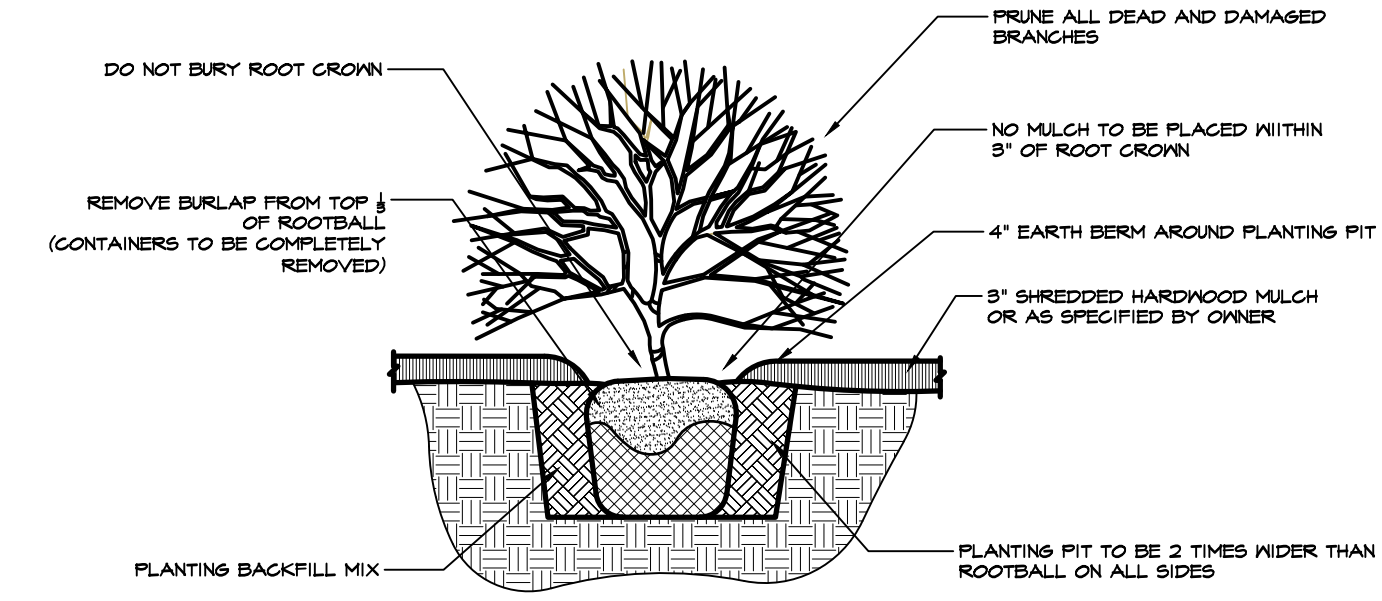
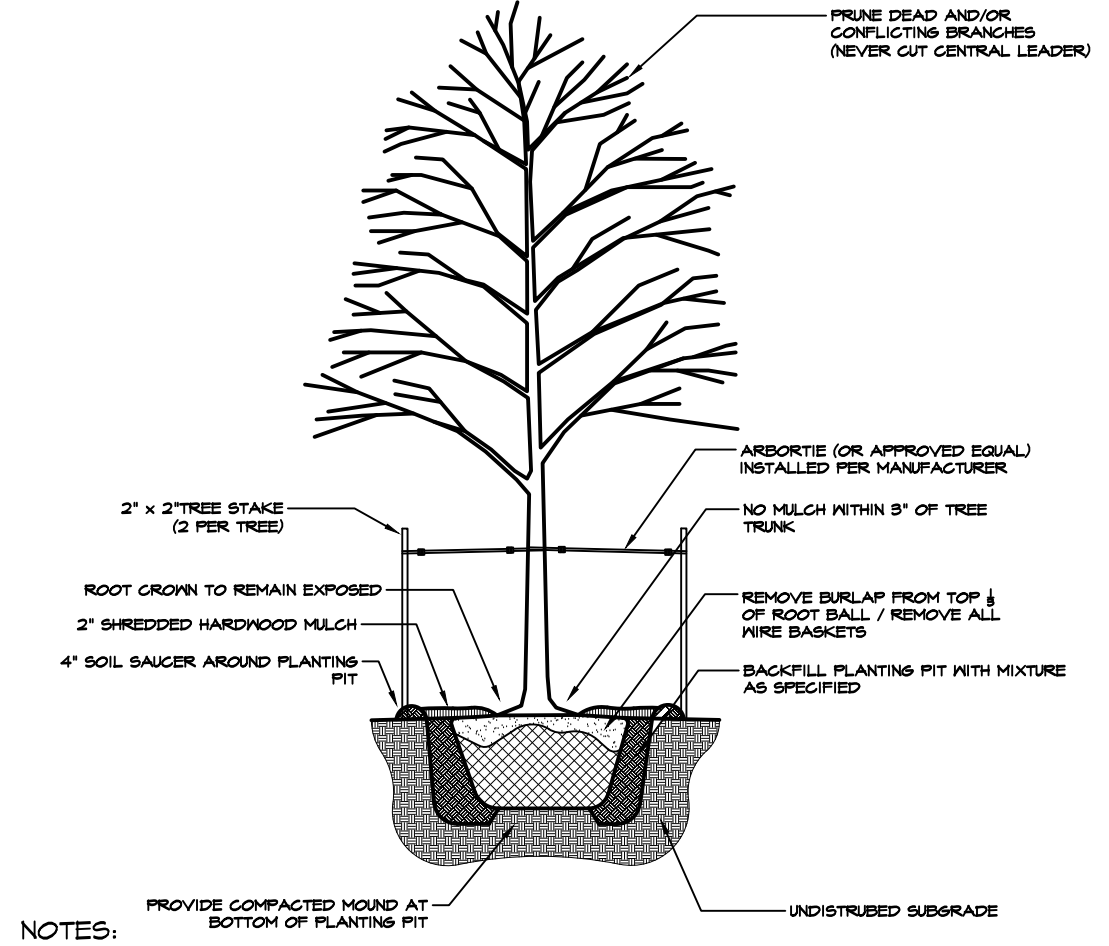
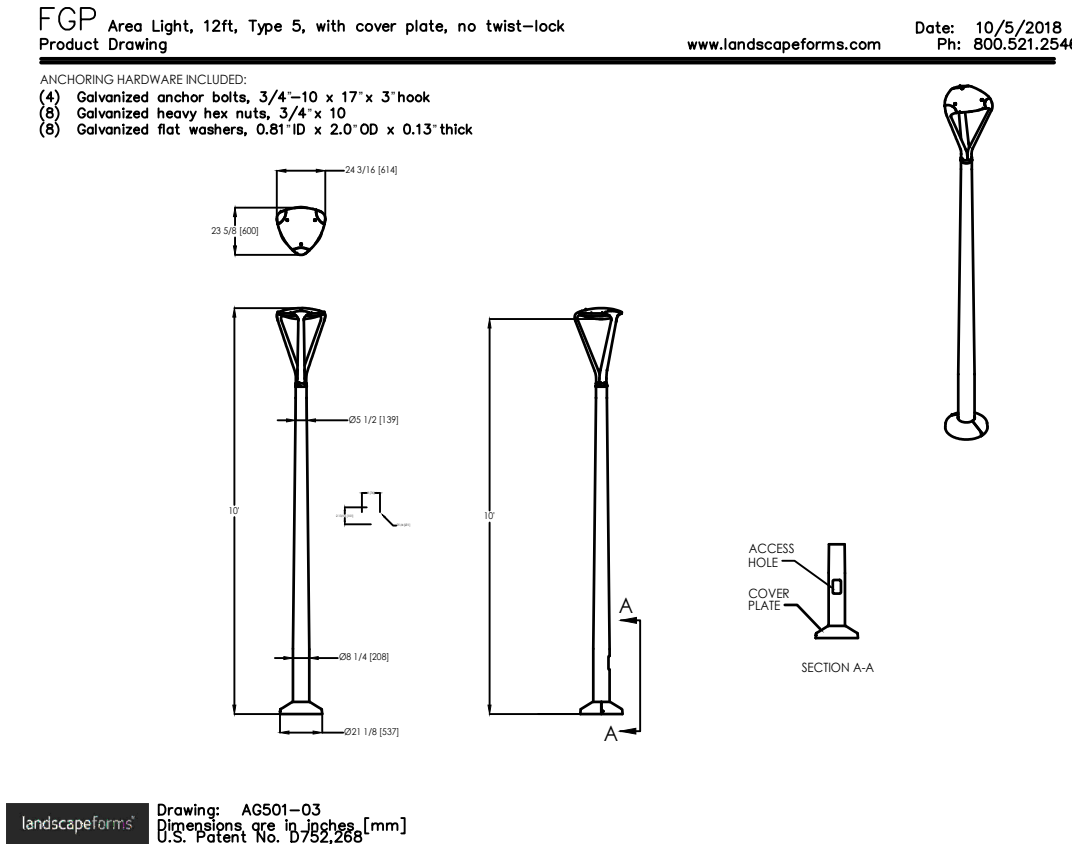
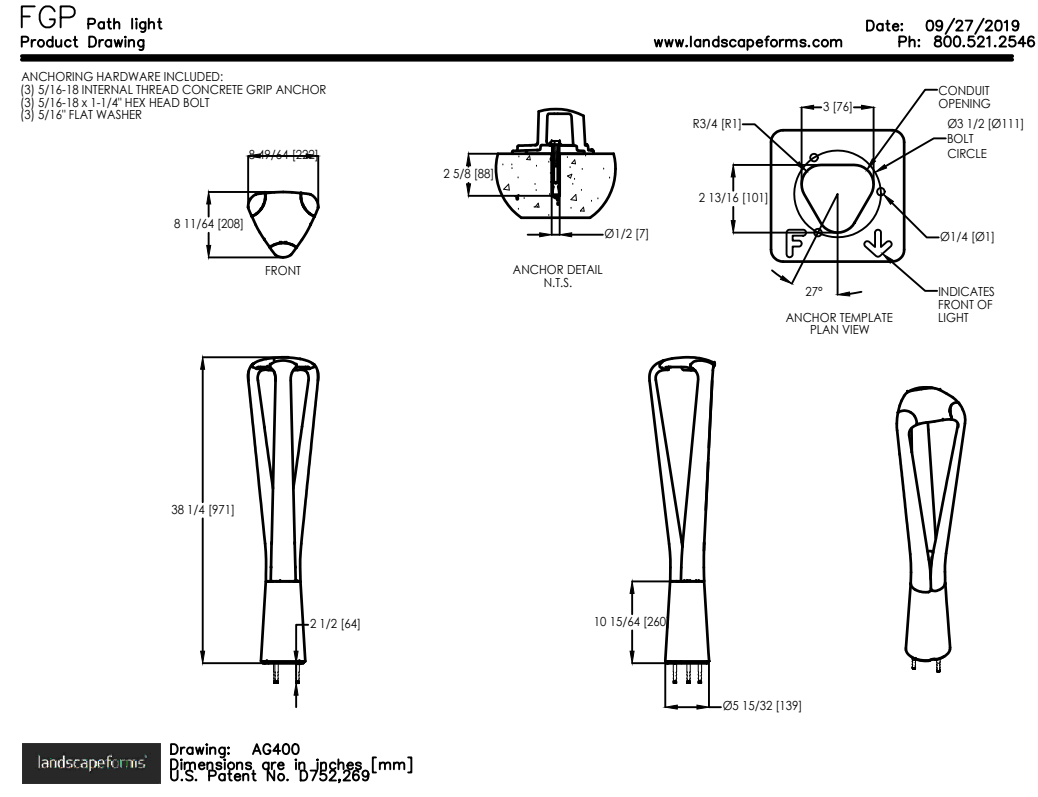
VIEW'S AT NORTHSORE

LOT 2 BLOCK 4302
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

ROOFTOP PLANTING PLAN

REVISIONS			
No.	Date	Description	By
1	6/8/24	Revised per TFC meeting	BL

Project Number 2308005	Date 02/01/24	Scale 1"=10'
Sheet S 8 4		



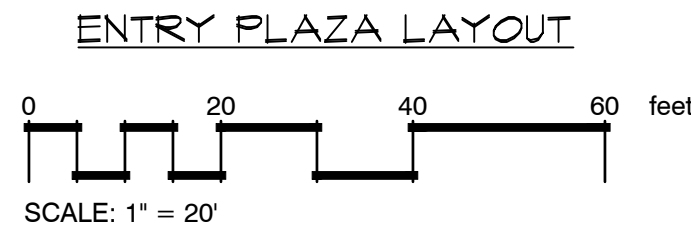
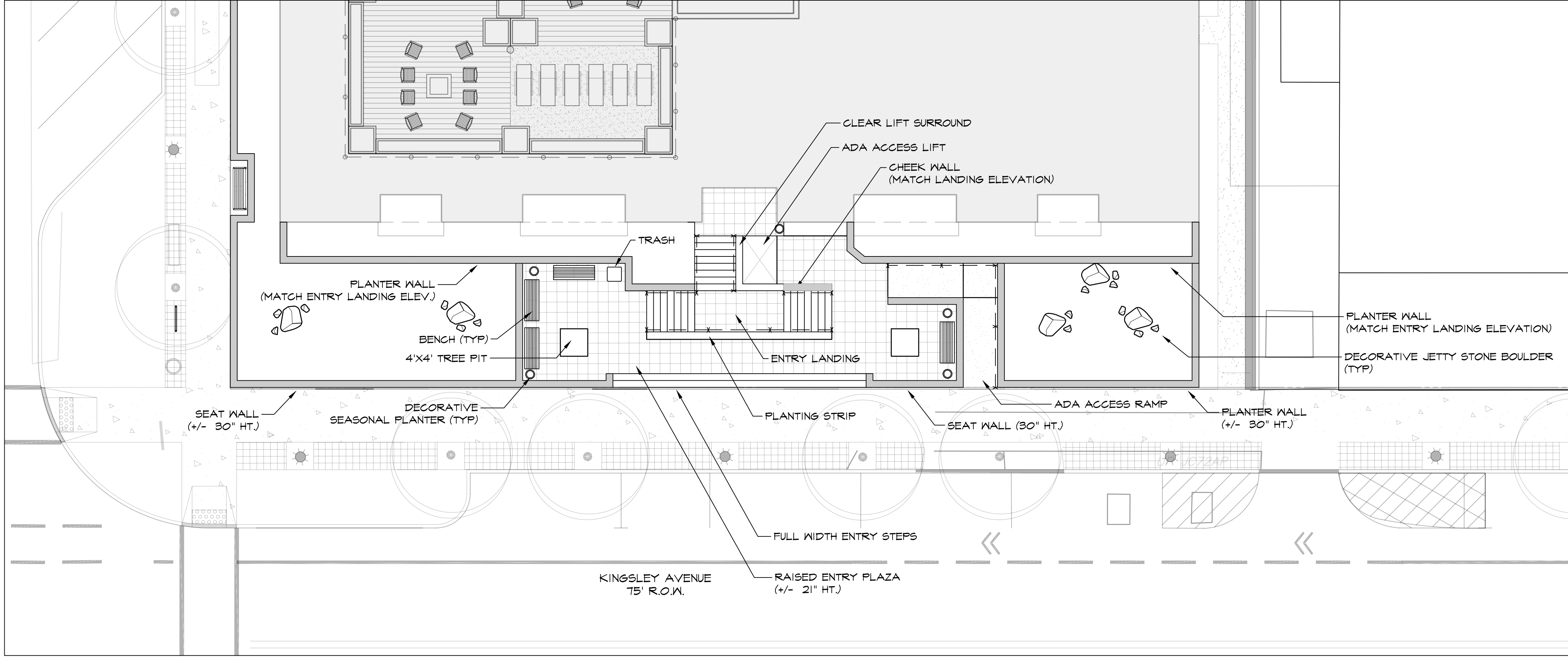
- NOTES:
- CONTRACTOR SHALL PARTIALLY FILL A REPRESENTATIVE NUMBER OF PITS IN EACH AREA WITH WATER TO VERIFY ADEQUATE PERCOLATION. IF TEST PIT DOES NOT PERCOLATE, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT OR ENGINEER FOR REMEDIAL STEPS.
 - ALL TREE STAKES AND GUY MATERIAL SHALL BE REMOVED ONE (1) YEAR AFTER PLANTING.

1 FGP PATH LIGHT
N.T.S.

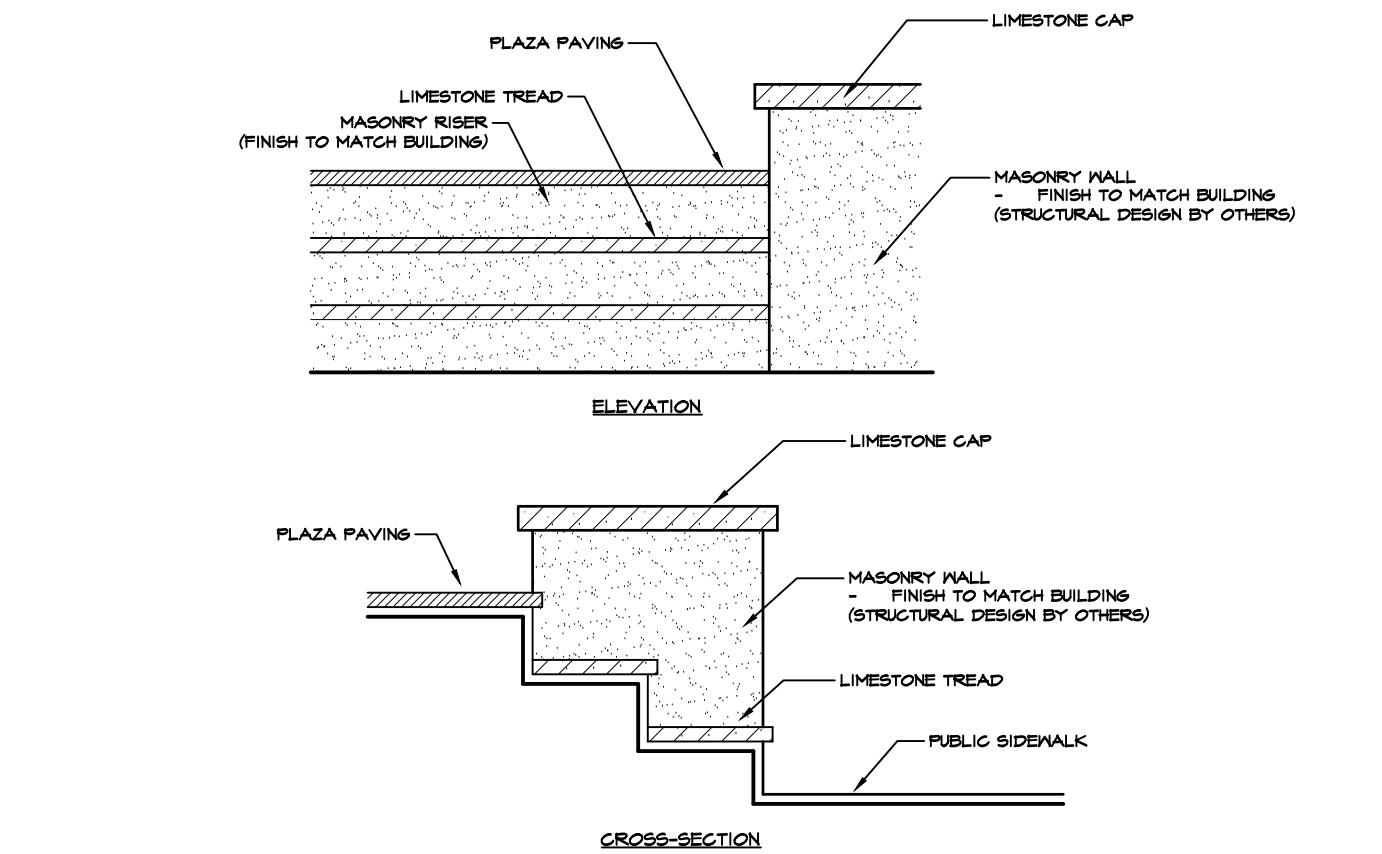
2 FGP AREA LIGHT
N.T.S.

TREE PLANTING W/ TREE STAKES
N.T.S.

4 SHRUB PLANTING
N.T.S.



5 ROOFTOP PLANTER CROSS-SECTION
N.T.S.



6 ENTRY STEPS
N.T.S.

BML
STUDIO
LANDSCAPE ARCHITECTURE
LAND USE PLANNING

BML STUDIO LLC
PHONE: (609) 994-2637
EMAIL: BLEFF@BMLSTUDIO.COM

NI AUTHORIZATION: MB000099

BRIAN M. LEFF, LLA, PP
LICENSED LANDSCAPE ARCHITECT 21A0000996

VIEW'S AT NORTSHORE

LOT 2 BLOCK 4302
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

LANDSCAPE DETAILS

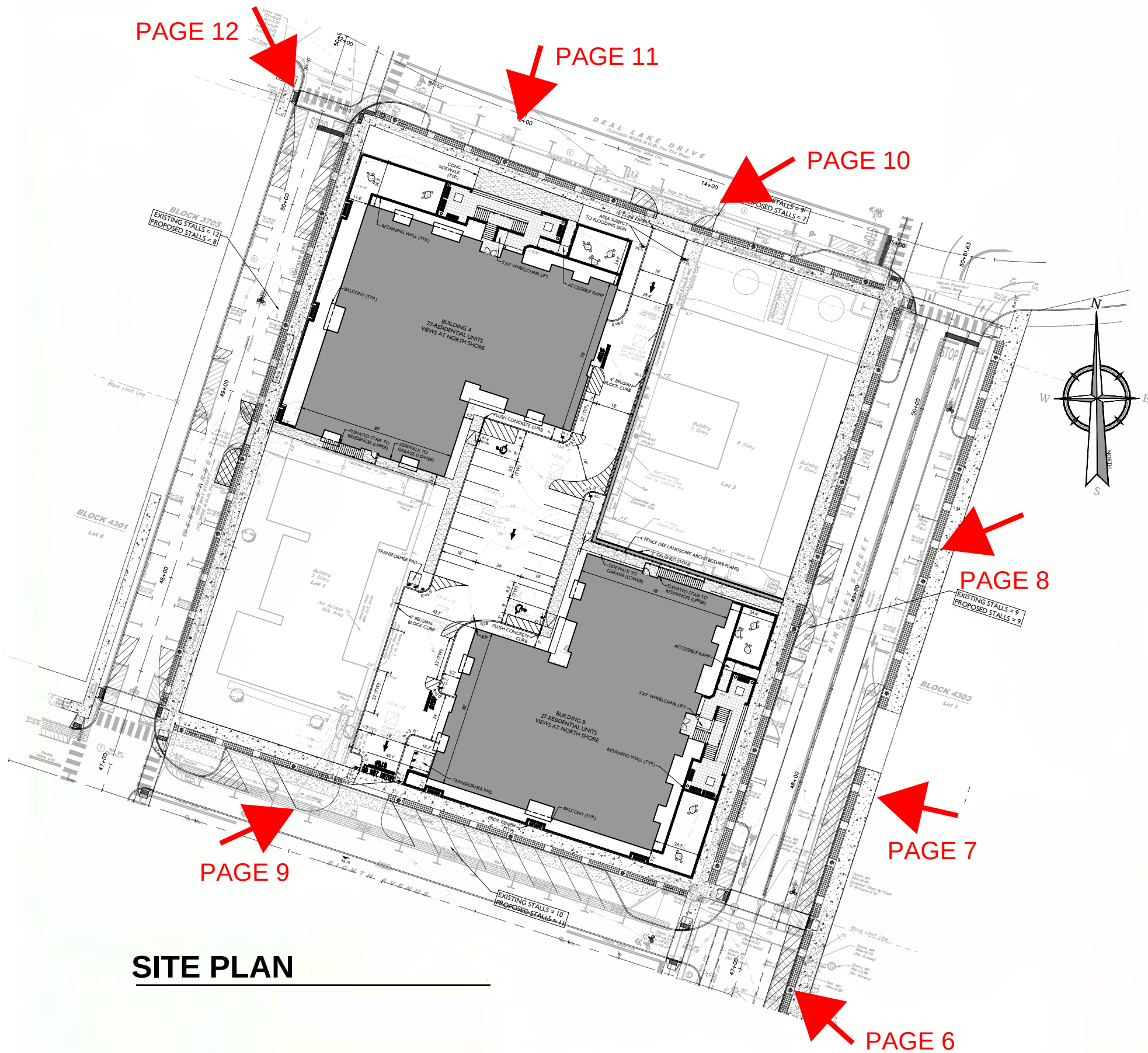
REVISIONS			
No.	Date	Description	By
1	6/06/24	Revised per TBC meeting	RL

Project Number 2308005	Date 1/26/24	Scale AS NOTED
Sheet 4	4	4

2	•	Site Plan
3	•	North Building :: Floor Plans / GREEN INITIATIVES
4	•	North Building :: Elevations
5	•	North Building :: Color Palette
6	•	South Building :: Rendering
7	•	South Building :: Rendering
8	•	South Building :: Rendering
9	•	South Building :: Rendering
10	•	North Building :: Rendering
11	•	North Building :: Rendering
12	•	North Building :: Rendering
13	•	Site Plan :: Aerial
14	•	Site Plan :: Aerial
15	•	Site Plan :: Aerial
16	•	Site Plan :: Aerial

The Views at North Shore

June 12, 2024



PAGE 12

PAGE 11

PAGE 10

PAGE 8

PAGE 7

PAGE 9

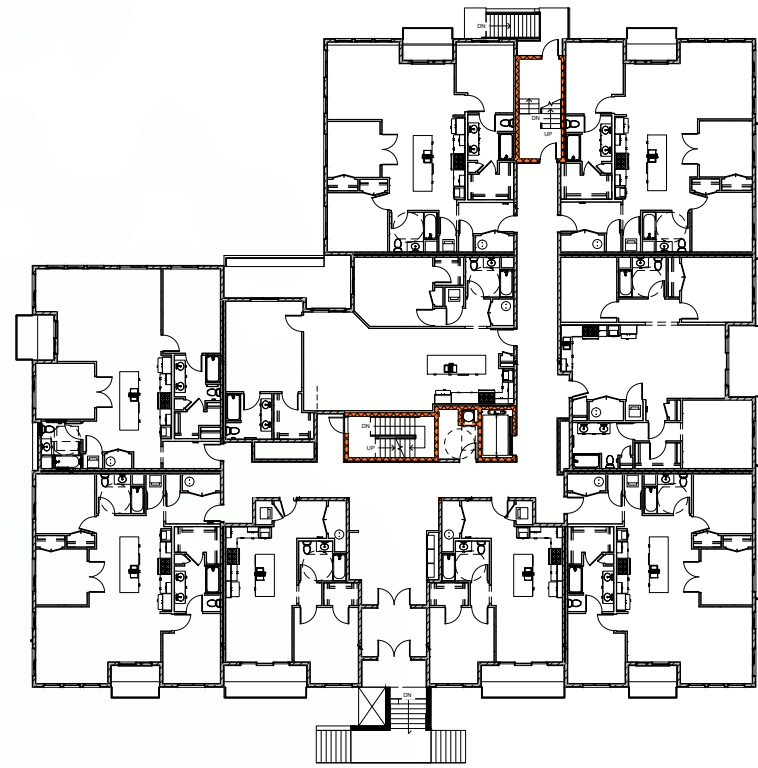
PAGE 6

SITE PLAN

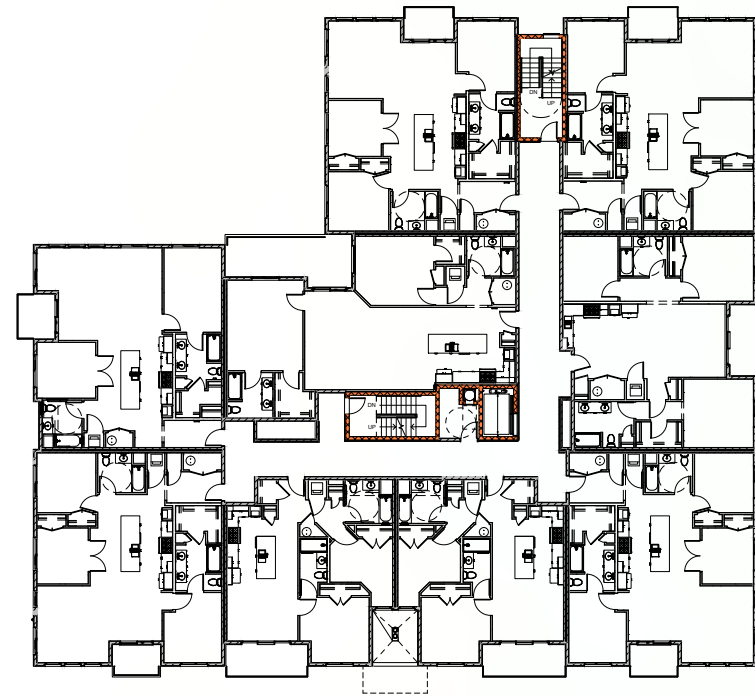


AERIAL PLAN:

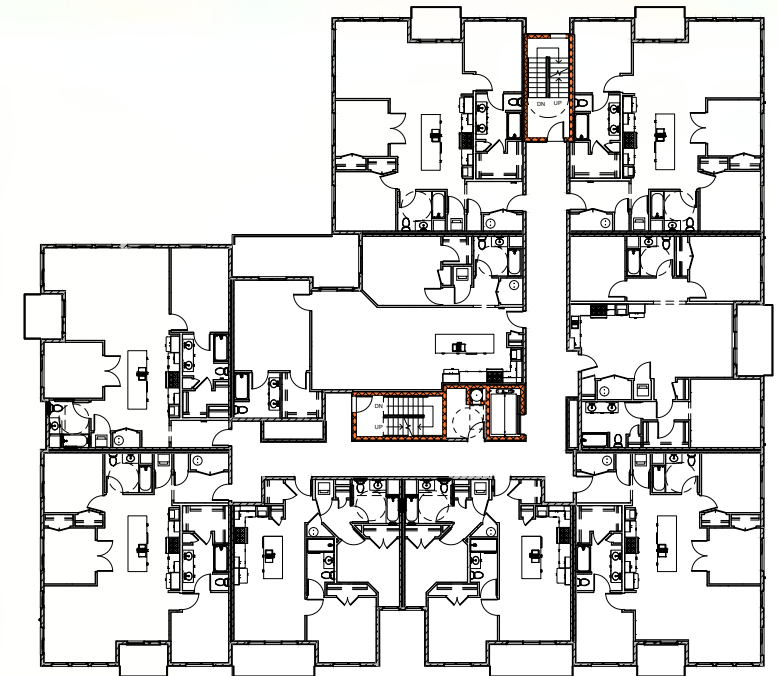
THE VIEWS AT NORTH SHORE ::



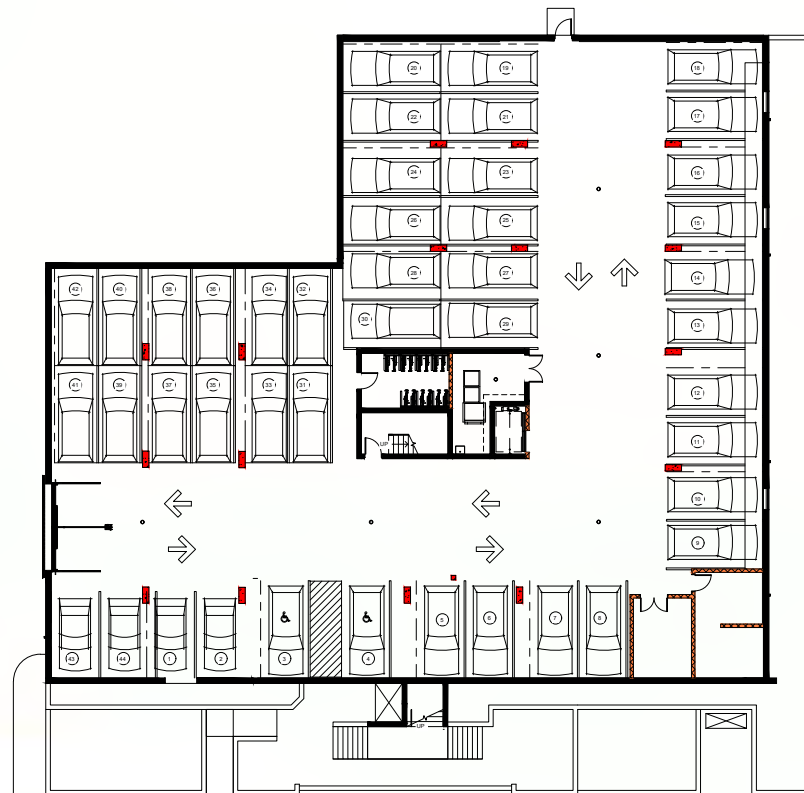
FIRST FLOOR PLAN



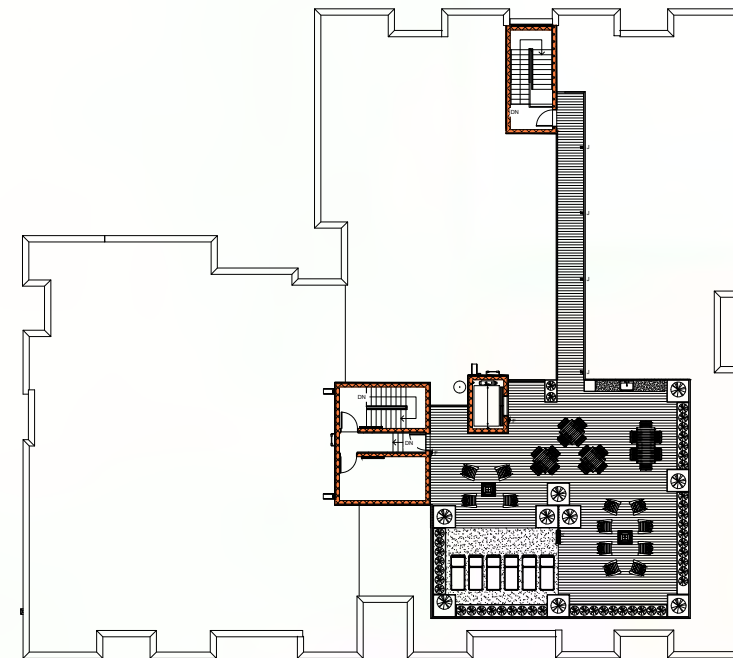
SECOND FLOOR PLAN



THIRD FLOOR PLAN



GARAGE PARKING PLAN



ROOF PLAN

GREEN INITIATIVES

- "WaterSense" certified plumbing fixtures
- "Indoor airPLUS" certified
- "Greenguard" certified Kitchen and Bath cabinetry
- Low VOC finishes
 - Shaw "Green Label" carpet
 - Sherwin Williams paint
- ENERGYSTAR certified appliances
- EPA certified ENERGYSTAR compliant
- LED Lighting exclusively throughout
- Electric Vehicle Charging Station offered
- "Zero Energy Ready" National Program
 - Increased insulation values
 - Higher performance fenestration
 - HVAC equipment located within the thermal boundaries
- "Dark Sky" compliant exterior lighting
- Light colored roofing

Views Block 4302, Lot 2 (201-203 Eighth Avenue))

Attac

THE VIEWS AT NORTH SHORE :: North Building (South similar in reverse)



FRONT ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

THE VIEWS AT NORTH SHORE :: Typical Elevations

Attachment: REVISED AND COMBINED WITH 11.01.24 (2021-2023 Eighth Avenue))



COLOR PALETTE



THE VIEWS AT NORTH SHORE ::



SOUTH BUILDING - INTERSECTION OF KINGSLEY STREET AND EIGHTH AVENUE

THE VIEWS AT NORTH SHORE ::



WHEELCHAIR LIFT
SHIFTED TO SIDE AND
MODIFIED TO PROVIDE
TRANSPARANCY

LARGER TREES ADDED

ENTRY STEPS CENTERED
ON BUILDING

LANDSCAPED TERRACES
ADDED

SOUTH BUILDING - ELEVATION ALONG KINGSLEY STREET

THE VIEWS AT NORTH SHORE ::



LANDSCAPED TERRACES
ADDED

SOUTH BUILDING - LOOKING SOUTH-WEST ALONG KINGSLEY STREET

THE VIEWS AT NORTH SHORE ::



ROOFTOP PLANTINGS
ADDED

GARAGE ACCESS POINT
REVISED

SOUTH BUILDING - LOOKING NORTH-EAST ALONG EIGHTH AVENUE

THE VIEWS AT NORTH SHORE ::



NORTH BUILDING - LOOKING SOUTH-WEST ALONG DEAL LAKE DRIVE

THE VIEWS AT NORTH SHORE ::





NORTH BUILDING - ELEVATION ALONG DEAL LAKE DRIVE

THE VIEWS AT NORTH SHORE ::



- ROOFTOP PLANTINGS ADDED
- LANDSCAPED TERRACES ADDED
- ENTRY STEPS CENTERED ON BUILDING



ROOFTOP PLANTINGS
ADDED

ADDITIONAL PLANTINGS



NORTH BUILDING - INTERSECTION OF DEAL LAKE DRIVE AND WEBB STREET

THE VIEWS AT NORTH SHORE ::



ROOFTOP PLANTINGS
ADDED

GARAGE ACCESS POINT
REVISED

LANDSCAPED TERRACES
ADDED

SITE PLAN - AERIAL LOOKING SOUTH-WEST

THE VIEWS AT NORTH SHORE ::



SITE PLAN - AERIAL LOOKING NORTH

THE VIEWS AT NORTH SHORE ::



ROOFTOP PLANTINGS
ADDED

ADDITIONAL PLANTINGS

LANDSCAPED TERRACES
ADDED

SITE PLAN - AERIAL LOOKING SOUTH
THE VIEWS AT NORTH SHORE ::



ROOFTOP PLANTINGS
ADDED

GARAGE ACCESS POINT
REVISED

SITE PLAN - AERIAL LOOKING EAST

THE VIEWS AT NORTH SHORE ::

EXHIBIT A-1

TRC Report

Attachment: REVISED AND COMBINED MA 11.3.24 (2024-518 : SDA for the Views Block 4302, Lot 2 (201-203 Eighth Avenue))

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

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



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

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

Technical Review Committee

To: Mayor and Municipal Council

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

CC: Joseph Maraziti, Redevelopment Counsel
Jennifer Smith, Counsel for Developer

Date: July 8, 2024

Re: TRC REVIEW
Block 4302, Lot 2
201-203 Eighth Avenue

The TRC met on May 1, 2024 to review proposed redevelopment for Block 4302, Lot 2, 201-203 Eighth Avenue. Present members of the TRC were Julie Kroon, Architect from CCH, Michael Sullivan, Planner from CCH, Sam Avakian, Board Engineer from Avakian Engineering, Barbara Krzak, Planning Board Chairperson, Yvonne Clayton Councilwoman, Michael Sheehan of the DEP and Michele Alonso, City Staff, Director of Planning and Redevelopment.

The Project will consist of two (2) buildings (each composed of 27 condominium flats) on the approximately 1.248-acre Property. Each building will be comprised of a total of four (4) stories, with a mezzanine level to access the rooftop deck area. The actual residential units will consist of three (3) stories, with a one (1) story garage level constructed below the residential units. Finally, additional surface parking will also be available within an adjoining parking lot located between each building.

There are 27 units per building with 2 one-bedrooms, 13 two-bedrooms, and 12 three-bedrooms. Each building will have a bicycle storage room.

The parcel is bounded by Deal Lake Drive to the north, Kingsley Street to the east, Eighth Avenue to the south and Webb Street to the west within the North Shore district within the Prime Renewal Area of the City's Waterfront Redevelopment Area. One building will be located at the corner of Deal Lake Drive and Webb Street. The second building will be located at the corner of Kingsley Street and Eighth Avenue. Each building will be comprised of a total of 4-stories and a mezzanine level to access the rooftop deck area on each building. The actual residential units are 3 stories with a 1-story garage level constructed below the residential units. There will be additional surface parking available within an adjoining parking

lot located between the buildings. The garage access points for each building have been modified such that the ingress and egress points are interior to the parking area on the site and not interfacing with the adjoining public rights-of-way.

The architecture is an interpretation of the Mediterranean Revival style with arched windows, fiber cement board, faux tile roof and neutral color.

There is a substantial change in elevation from the sidewalk/street level and the building entrance; a wheelchair lift is provided in addition to a set of exterior stairs and elevated patio.

The Waterfront Redevelopment Plan requires 2 parking spaces for each dwelling unit created as part of new construction on Block 4302 (former Block 219). The proposed development consists of 54 dwelling units, requiring 108 off-street parking spaces. The conceptual floor plan shows 42 parking spaces, including accessible spaces for each building; equaling 84 garage spaces. The plan also proposes 23 surface parking spaces on the property behind the buildings, for a total of 107 offstreet parking spaces.

Design Waivers requested

The proposed project conforms in minimum lot area, building height, and parking requirements. Various design waivers are required for architectural design. The intent of the design guidelines is to execute Mediterranean Revival, Arts and Crafts and Moderne styles. Existing buildings are to be used as design context and applicants are expected to provide documentation of the block faces on both sides of the street with the proposed building shown within urban context. While the proposed buildings generally follow the design intent of Mediterranean Revival, the following design waivers are required:

- Doors shall be painted wood or composite wood.
- Windows shall be single, double, triple-hung, or operable casements.
- The minimum requirement for fenestration on façades shall be 20 percent.
- The openings on a frontage must remain within a void-to-solid ratio of no more than 45 percent.
- All windows, except storefronts, shall be operable as hung or casement. Sliding and awning windows shall not be permitted.
- Windows shall not be installed flush with the outer surface of the façade. Window sills should be provided.
- Excessive balconies.
- Multiple balconies, shall be confined to the rear and side elevations.
- Balconies may have masonry or metal parapets.
- Doors (except garage doors) shall be side hinged (no sliders).
- Garage Doors facing a frontage shall be a maximum of 9 feet wide.
- Ground Level Parking Not Masked by Habitable Liner Building.
- Base Design.
- Adequate parapets to screen rooftop elements.
- Minimum Parking Lot Landscaping.
- Parking Lot Planting Islands.

TRC comments and recommendations:

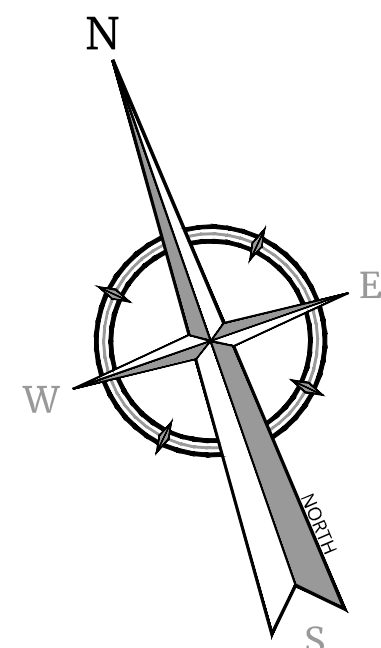
Retaining walls should be constructed of a durable masonry material that matches the finish of the façade of building other than segmented concrete block.

Bracketed balconies are preferred to better approximate the referenced building style.

Alternatives for side street frontages and garage level openings should be explored to add interest to these surfaces. The 8th Ave and Webb Street facades, especially at the blank expanse of garage wall, should be redesigned to have more visual interest as the front facades

EXHIBIT A-2
Building Shift Plan

Attachment: REVISED AND COMBINED MA 11.3.24 (2024-518 : SDA for the Views Block 4302, Lot 2 (201-203 Eighth Avenue))

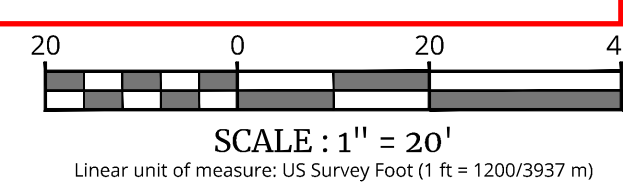


NOTES:

- 1. OFF-SITE IMPROVEMENTS DEPICTED HEREON ARE REFERENCED FROM A PLAN ENTITLED "INFRASTRUCTURE IMPROVEMENT PLANS FOR ASBURY PARTNERS, LLC" PREPARED BY COLLIERS ENGINEERING & DESIGN. OFF-SITE IMPROVEMENTS, EXCLUSIVE OF DRIVEWAY CONNECTIONS, CURB RAMPS AND UTILITY CONNECTIONS REQUIRED FOR THIS DEVELOPMENT, ARE TO BE COMPLETED BY OTHERS.

EXISTING	LEGEND	PROPOSED
	TRAVERSE LINE, CENTER LINE OR BASELINE (LABEL AS SUCH)	
	RIGHT OF WAY LINE	
	PROPERTY LINE	
	EDGE OF PAVEMENT	
	FACE BACK	
	CURB	
	DEPRESSED CURB	
	SIDEWALK	
	FENCES	
	TREELINE	
	ROADWAY SIGNS	
	WETLAND LINE	
	MUNICIPAL BOUNDARY LINE	
	STALL COUNT	
	ADA ACCESSIBLE STALL	
	DEPRESSED CURB AND ADA RAMP	
	DIRECTION OF TRAFFIC FLOW	

PROPOSED BUILDING SHIFT EXHIBIT 10/16/2024



Engineering & Design

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FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
1	4/30/24	TER	UPDATE BUILDING ENTRANCE AND ON-STREET PARKING
2	5/21/24	RT	UPDATE PARKING TOTAL
3	5/13/24	TL	REVISED PER THE COMMENTS

Robert J Curley
NEW JERSEY LICENSED PROFESSIONAL ENGINEER
LICENSE NUMBER: GE34705
COLLIERS ENGINEERING & DESIGN, INC.
NJ C.O.A. #: 246A27986500

PRELIMINARY/FINAL MAJOR SITE PLAN

FOR
1089 OCEAN AVENUE, UNIT 3
THE VIEWS AT NORTH SHORE

AP FIVE PROP HOLDINGS, LLC
ASBURY PARTNERS, LLC

BLOCK 4302 LOT 2

CITY OF ASBURY PARK
MONMOUTH COUNTY
NEW JERSEY

Engineering & Design

HOLMDEL (Headquarters)
101 Crawford Corner Road,
Suite 3400
Holmdel, NJ 07733
Phone: 732.383.1950
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

SCALE: AS SHOWN	DATE: 10/16/23	DRAWN BY: TL	CHECKED BY: RJC
PROJECT NUMBER: 23010818A	DRAWING NAME: CLAYT		

SHEET TITLE: DIMENSION PLAN

SHEET NUMBER: 3 of 15

Attachment: REVISED AND COMBINED IMA 11.3.24 (2024-518 : SDA for the Views Block 4302, Lot 2 (201-203 Eighth Avenue))

NOTE: DO NOT SCALE DRAWINGS FOR CO

Packet Pg. 204

EXHIBIT B**Project Schedule**

This Project Schedule is illustrative and is consistent with the timeframes set forth in the Subsequent Developer Agreement. Timeframes associated with the approval / construction process include the following:

Submission to Asbury Park Planning Board	Within 60 Days of Effective Date
Governmental Approval Date	July 25, 2026
Building Permits Approvals Date <i>Within 120 days of the Government Approval Date</i>	November 22, 2026
Commencement of Construction <i>One hundred and eighty (180) days after the Governmental Approval Date</i>	January 21, 2027
Completion of Construction <i>Twenty Four (24) months after the Building Permits Approval Date</i>	November 21, 2028
Outside Approvals Date <i>Sixty days (60) following the Building Permits Approvals Date</i>	January 21, 2027

EXHIBIT C**Declaration of Covenants and Restrictions****DECLARATION OF COVENANTS AND RESTRICTIONS**

This Declaration of Covenants and Restrictions (“Declaration”), is made this ____ day of 202__, by [SUBSEQUENT DEVELOPER] with principal offices located at [ADDRESS], a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, *et. seq.*, along with its permitted successors and/or assigns (the “Entity”).

FOR THE BENEFIT OF

The City of Asbury Park, a municipal corporation of the State of New Jersey with offices at 1 Municipal Plaza, Asbury Park, New Jersey, 07712 (the “City”) acting in the capacity of a redevelopment agency for the City of Asbury Park, New Jersey; and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder.

WITNESSETH:

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

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, 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 (the “**Redevelopment Area**”); and

WHEREAS, the Redevelopment Plan, as initially adopted, provided for the Redevelopment Area to be redeveloped on a “block-by-block” basis; and

WHEREAS, pursuant to the Act, including Section 8 thereof, a municipality is permitted to contract with a redeveloper to develop redevelopment projects, pursuant to a redevelopment plan, within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and the Master Developer entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement,” dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

WHEREAS, on June 13, 2018, the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on August 1, 2018, the City executed the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “First Amendment” and the “Amended and Restated Redeveloper and Land Disposition Agreement” together with any subsequent amendment shall be referred to as the “**Redeveloper Agreement**,” a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer” by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity is the owner of property identified as Block 4302, Lot 2 (the “**Property**”) on the tax maps of the City and located in the Redevelopment Area (the “**Project Site**”) and inds to redevelop the Project Site (the “**Project**”); and

WHEREAS, the City, the Master Developer, and the Entity are party to that certain Subsequent Developer Agreement (the “**Subsequent Developer Agreement**”) which memorializes the terms and conditions by which the Entity will implement and carry out the Project; and

WHEREAS, pursuant to the Subsequent Developer Agreement, the Entity agreed to certain covenants governing the Entity’s: (i) use of the land on which the Project will be constructed (the “**Project Site**”); (ii) construction of the Project and; (iii) indemnification of the

City and its officers, agents, employees, contractors, and consultants (hereinafter the “**Indemnified Parties**”); and

WHEREAS, the Subsequent Developer Agreement requires that such Covenants be memorialized in a Declaration of Covenants, and Restrictions and that said declaration be recorded against the Project Site by the Entity in the office of the Monmouth County Register.

NOW, THEREFORE, the Entity declares that the Project and the Project Site as defined above and such additions thereto as may hereinafter be made in accordance herewith, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, charges, and obligations hereinafter set forth in this Declaration:

Section 1. General. The foregoing whereas clauses are hereby incorporated in this section 1 as if fully set forth at length.

Section 2. Definitions. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Subsequent Developer Agreement, a fully executed copy of which shall be on file in City Hall.

Section 3. The Entity’s Covenants. In accordance with the terms of the Subsequent Developer Agreement, the Entity expressly covenants and agrees as follows:

- (a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.
- (b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the applicable portion of the Project, or as otherwise permitted in accordance with the Financial Agreement, provided

that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

- (c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.
- (d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender identity, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.
- (e) The Entity shall, in order to effectuate the purposes of the Subsequent Developer 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 reasonably requisite or proper for the construction and

development of the Project in accordance with the Final Site Plan, the Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

- (f) The Entity shall, upon completion of construction of the Project entirely or in applicable portions, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project, or applicable portions, for the purposes contemplated hereby.
- (g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under the Subsequent Developer Agreement for a period of more than one hundred and twenty (120) consecutive days, provided, however, that a suspension of the performance of its obligations under the Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of the Subsequent Developer Agreement.
- (h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.
- (i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Subsequent Developer Agreement.
- (j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.
- (k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

- (l) Opportunities for Local Residents during Construction. The Entity shall make a Good Faith Effort, as same is defined in the Subsequent Developer Agreement, to encourage fifteen (15) percent local resident participation in the construction of the Project.
- (m) Opportunities for Women and Minorities in Construction Jobs. The Entity shall make Good Faith Efforts, as same are defined in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.
- (n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.
- (o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.
- (p) The Entity shall indemnify the City as set forth in Section 9.10 of the Subsequent Developer Agreement.
- (q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3(q), including, without

limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

- (r) The Entity, and not the Master Developer, shall pay the Deficiency Amount (as defined in the Infrastructure Ordinance) applicable to the Project, if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay this Deficiency Amount shall survive the termination of the Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 4302, Lot 2 (the "**Property**") on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Exhibit A.

Section 5. Effect and Duration of Covenants. The Entity hereby acknowledges that this Declaration shall be recorded, imposing on the Project Site the covenants provided in this Declaration, provided, however, that such covenants shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project or any part thereof. The covenants provided herein shall run with the land and shall cease and terminate when a Certificate of Completion for such improvements has been issued, except that the covenants set forth in Section 3(q) and Section 3(r) shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding. Notwithstanding anything in this Declaration or the Agreement to the contrary, upon the issuance of a Certificate of Occupancy by the City for a particular Unit in the Project and upon sale of that Unit to a third-party buyer by the Entity, the third-party Unit purchaser shall have no responsibility or obligation under this Declaration or the Agreement.

Section 6. Indemnity. The Entity shall comply with the provisions set forth in Section 9.10 of the Subsequent Developer Agreement entitled “**INDEMNIFICATION.**” The Indemnity shall survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project Improvements or any part thereof.

Section 7. Binding Effect and Enforcement. This Declaration shall inure to the benefit of the City, its legal and personal representatives, successors and assigns, and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder. This Declaration and the covenants and restrictions imposed upon the Project Site hereunder shall be enforceable by the City, and such other persons and parties entitled to enforce the provisions of the Subsequent Developer Agreement against the Entity.

[Signature Page Follows]

IN WITNESS WHEREOF, the Entity has executed this Declaration of Covenants and Restrictions as of the date first written above.

Witness: _____ **[SUBSEQUENT DEVELOPER]**
By: _____
Name: _____
Title: _____

STATE OF NEW JERSEY :
:SS:
COUNTY OF :

BE IT REMEMBERED, that on this day _____ day of _____ before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take

acknowledgments for use in the State of New Jersey, personally appeared , who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the managing member of [**SUBSEQUENT DEVELOPER**], the limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such member or manager, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members.

Notary Public

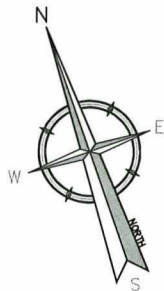
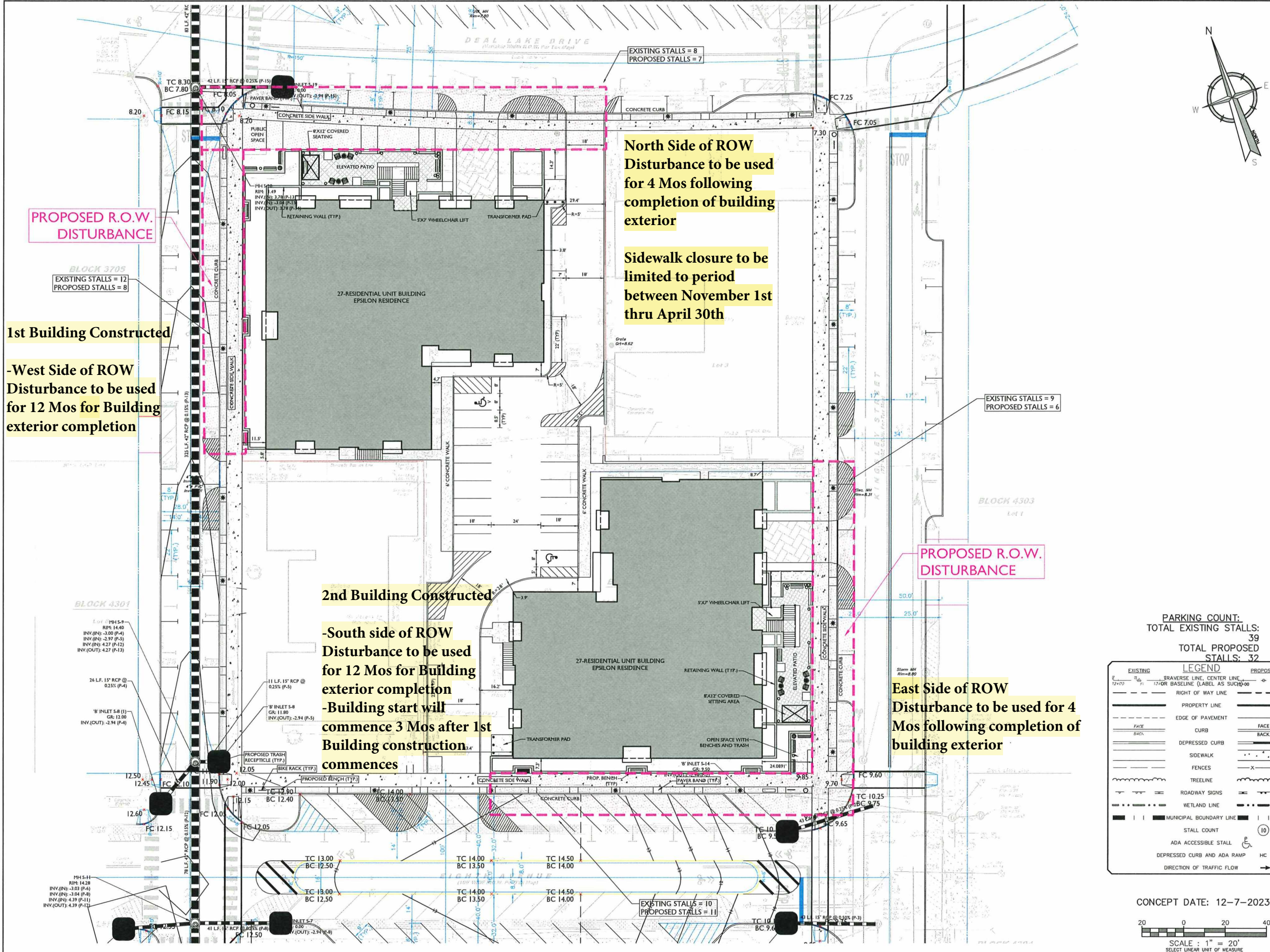
EXHIBIT D

Site Access and Logistical Plan

As shown on the attached Logistics Plan, the Entity's use of the public right-of-way (the "ROW") during construction of the Project is anticipated to be as follows:

- 1) The first building to be constructed ("**Building 1**") is located at the intersection of the Webb Street ROW and Deal Lake Drive ROW and will require use of the Webb Street ROW along the Webb Street side of the building as shown by dotted outline on the Logistical Plan. Use of the Webb Street ROW will begin at the start of construction of Building 1 and continue for approximately twelve (12) months for completion of the building exterior.
- 2) Construction of Building 1 will also require use of the Deal Lake Drive ROW along the Deal Lake Drive side of Building 1 as shown by dotted outline on the Logistical Plan. Use of the Deal Lake Drive ROW will begin following the completion of the exterior of Building 1 and continue for four (4) months. Sidewalk closure in the Deal Lake Drive ROW will be limited to the period between November 1 and April 30.
- 3) The second building to be constructed ("**Building 2**") is located at the intersection of the Eighth Avenue ROW and the Kingsley Street ROW and will require the use of the Eighth Avenue ROW along the Eighth Avenue side of the building as shown by dotted outline on the Logistical Plan. Construction of Building 2 will commence three (3) months after construction of Building 1 commences. Use of the Eighth Avenue ROW will commence at the start of construction of Building 2 and continue for approximately twelve (12) months for the completion of the building exterior.
- 4) Construction of Building 2 will also require use of the Kingsley Street ROW along the Kingsley Street side of Building 2 as shown by dotted outline on the Logistical Plan. Use of the Kingsley Street ROW will begin following the completion of the exterior of Building 2 and continue for four (4) months.

Asbury Park Views at North Shore



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FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DESCRIPTION

CONCEPTUAL PLAN

FOR CLIENT XXXX

BLOCK 4302
LOT 2
CITY OF ASBURY PARK
MONMOUTH COUNTY
NEW JERSEY

Colliers
Engineering & Design

HOLMDEL (Headquarters)
101 Crawford Corner Road
Suite 3400
Holmdel, NJ 07733
Phone: 732.383.1950
COLLIERS ENGINEERING & DESIGN, INC.
BUSINESS AS USUAL CONSULTING

SCALE: AS SHOWN DATE: 10/16/23 DRAWN BY: ZEE CHECKED BY: RC

PROJECT NUMBER: 23010818A ROW EXHIBIT C-LATT

DIMENSION PLAN

SHEET NUMBER: 1 of

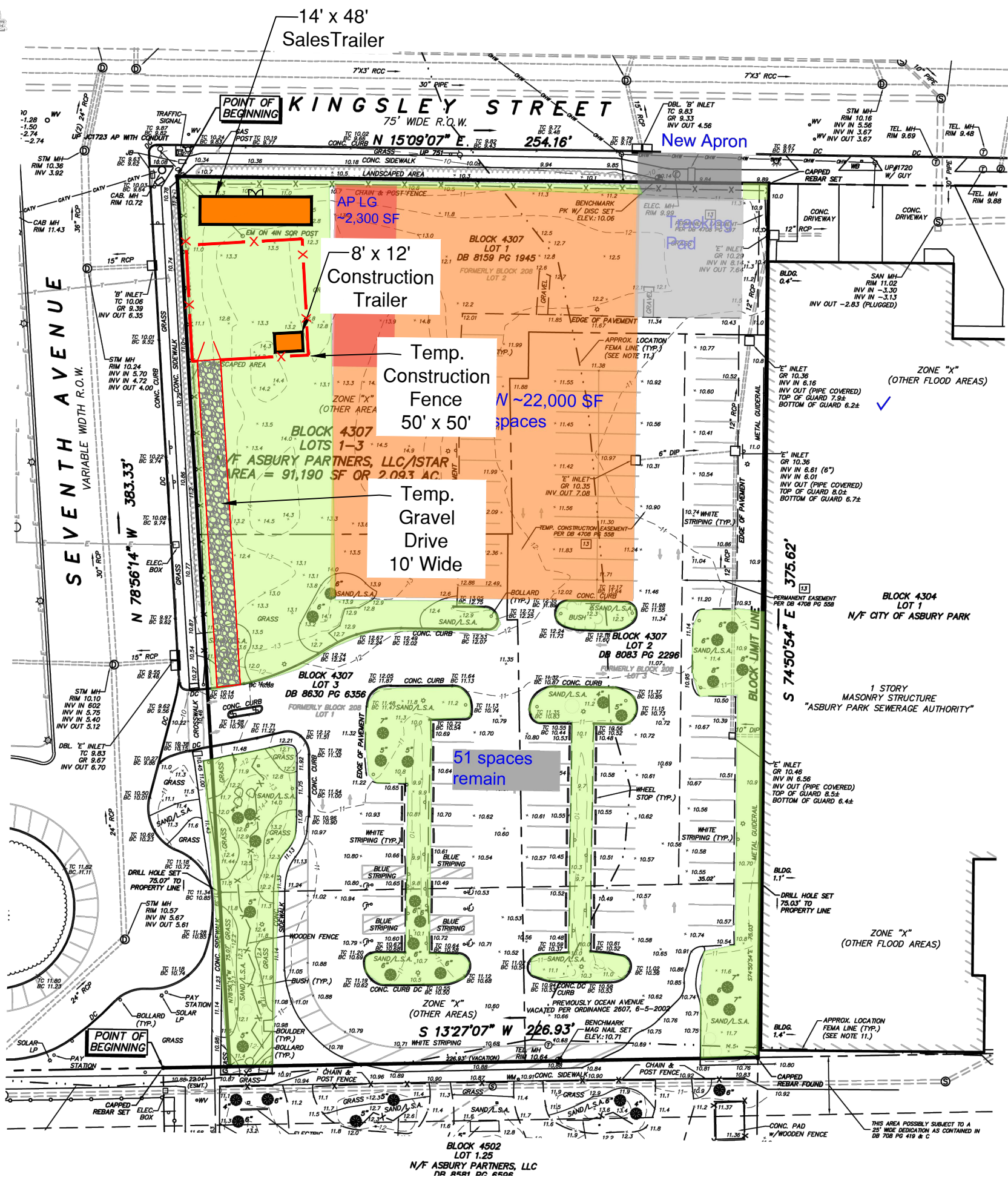
Packet Pg. 218

Attachment: REVISED AND COMBINED MA 11.3.24 (2024-518 : SDA for the Views Block 4302, Lot 2 (201-203 Eighth Avenue))

EXHIBIT D-1

Trailer Location Plan

Attachment: REVISED AND COMBINED MA 11.3.24 (2024-518 : SDA for the Views Block 4302, Lot 2 (201-203 Eighth Avenue))



Views at Northshore Trailer Location Plan

10/29/2024

EXHIBIT E

Assumed Unit Pricing

<u>Unit/Model Name</u>	<u>Quantity of Units/Model</u>	<u>BASE Sales Price Per Unit/Model</u>	<u>Total Sales Price for Units</u>
-	<u>4</u>	<u>\$699,990</u>	<u>\$2,799,960</u>
<u>Sunset</u>			
-			
<u>Springwood</u>	<u>8</u>	<u>\$799,990</u>	<u>\$6,399,920</u>
-			
<u>Kingsley</u>	<u>6</u>	<u>\$799,990</u>	<u>\$4,799,940</u>
<u>Asbury</u>	<u>6</u>	<u>\$874,990</u>	<u>\$5,249,940</u>
<u>Cookman</u>	<u>6</u>	<u>\$974,990</u>	<u>\$5,849,940</u>
<u>Dunlewy</u>	<u>24</u>	<u>\$1,084,990</u>	<u>\$26,039,760</u>
-	-	-	-

Total: 54

Sales Prices are the Base Sales Prices

EXHIBIT F
Sustainability Checklist

Attachment: REVISED AND COMBINED MA 11.3.24 (2024-518 : SDA for the Views Block 4302, Lot 2 (201-203 Eighth Avenue))

LEED BD+C: Homes and Multifamily Lowrise v4 - LEED v4

K. Hovnanian - The Views at North Shore

Asbury Park, NJ



Note: The information on this tab is READ-ONLY. To edit this information, see the Credit Category tabs.

Total		Projected Certification Level: SILVER				Verified	0		
	Integrative Process		Preliminary	Y	2 of 2	M	0	Verified	0
	IPc	Integrative Process			2 of 2		0		
	Location and Transportation		Preliminary	Y	12 of 15	M	0	Verified	0
	LTP	Floodplain Avoidance			Required				Not Verified
	LTc	LEED for Neighborhood Development			0 of 15		0		
	LTc	Site Selection			8 of 8		0		
	LTc	Compact Development			3 of 3		0		
	LTc	Community Resources			1 of 2		0		
	LTc	Access to Transit			0 of 2		0		
		Sustainable Sites		Preliminary	Y	1 of 7	M	0	Verified
SSp		Construction Activity Pollution Prevention			Required				Not Verified
SSp		No Invasive Plants			Required				Not Verified
SSc		Heat Island Reduction			0 of 2		0		
SSc		Rainwater Management			0 of 3		0		
SSc		Nontoxic Pest Control			1 of 2		0		
	Water Efficiency		Preliminary	Y	4 of 12	M	0	Verified	0
	WEp	Water Metering			Required				Not Verified
	WEc	Total Water Use			0 of 12		0		
	WEc	Indoor Water Use			4 of 6		0		
	WEc	Outdoor Water Use			0 of 4		0		
	Energy and Atmosphere		Preliminary	Y	24 of 38	M	0	Verified	0
	EAp	Minimum Energy Performance			Required				Not Verified
	EAp	Energy Metering			Required				Not Verified
	EAp	Education of the Homeowner, Tenant or Building Manager			Required				Not Verified
	EAc	Annual Energy Use			19 of 29		0		0
	EAc	Efficient Hot Water Distribution System			3 of 5		0		
	EAc	Advanced Utility Tracking			0 of 2		0		
	EAc	Active Solar-Ready Design			1 of 1		0		
	EAc	HVAC Start-Up Credentialing			1 of 1		0		

Attachment: REVISED AND COMBINED MA 11.3.24 (2024-518 : SDA for the Views Block 4302, Lot 2 (201-203 Eighth Avenue))

**Materials and Resources**

Preliminary Y 3 of 10 M 0 Verified 0

MRp	Certified Tropical Wood	Required	Not Verified
MRp	Durability Management	Required	Not Verified
MRc	Durability Management Verification	1 of 1	0
MRc	Environmentally Preferable Products	2 of 4	0
MRc	Construction Waste Management	0 of 3	0
MRc	Material-Efficient Framing	0 of 2	0

**Indoor Environmental Quality**

Preliminary Y 8 of 16 M 0 Verified 0

EQp	Ventilation	Required	Not Verified
EQp	Combustion Venting	Required	Not Verified
EQp	Garage Pollutant Protection	Required	Not Verified
EQp	Radon-Resistant Construction	Required	Not Verified
EQp	Air Filtering	Required	Not Verified
EQp	Environmental Tobacco Smoke	Required	Not Verified
EQp	Compartmentalization	Required	Not Verified
EQc	Enhanced Ventilation	3 of 3	0
EQc	Contaminant Control	0 of 2	0
EQc	Balancing of Heating and Cooling Distribution Systems	2 of 3	0
EQc	Enhanced Compartmentalization	0 of 1	0
EQc	Enhanced Combustion Venting	2 of 2	0
EQc	Enhanced Garage Pollutant Protection	0 of 2	0
EQc	Low-Emitting Products	1 of 3	0

**Innovation**

Preliminary Y 0 of 6 M 0 Verified 0

INp	Preliminary Rating	Required	Not Verified
INc	Innovation	0 of 5	0
INc	LEED Accredited Professional	0 of 1	0

**Regional Priority**

Preliminary Y 2 of 4 M 0 Verified 0

RPc	Regional Priority	2 of 4	0
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Point Floors

The project earned at least 8 points total in Location and Transportation and Energy and Atmosphere

Yes

The project earned at least 3 points in Water Efficiency

Yes

The project earned at least 3 points in Indoor Environmental Quality

Yes

Total

Preliminary Y 56 of 110 M 0 Verified 0

Certification Thresholds Certified: 40-49, Silver: 50-59, Gold: 60-79, Platinum: 80-110

Frank Swol, LEED AP Homes / LEED Green Rated
Vice President
EAM Associates



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-519

A Federal Aid Reimbursement Agreement between the City of Asbury Park and the New Jersey Department of Transportation providing funding to the City of Asbury Park on a reimbursement basis for the construction of the TAP Grant SR71 Main Street Streetscape Project.



RESOLUTION NO. 2024-519

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

RESOLUTION AUTHORIZING FEDERAL AID COST REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF ASBURY PARK AND THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF THE TAP SR71 MAIN STREET STREETSCAPE PROJECT

WHEREAS, the City received notification on November 20, 2024 from the New Jersey Department of Transportation (NJDOT) that funding in the amount of up to \$653,873.23 has been made available to the City of Asbury Park for the Transportation Alternatives Program Federal program (Federal Project No. TAP-0071(304)) for the installation of street trees and street furniture along Main Street (NJ Route 71); and

WHEREAS, The City adopted Resolution 2019-371 on November 26, 2019 accepting the original grant funding of \$237,000.00 for the design of the project; and

WHEREAS, design of the project has concluded, all necessary NJDOT approvals have been approved and the project is entering the construction phase; and

WHEREAS, the State of New Jersey Department of Transportation has requested that an agreement be entered into between the City of Asbury Park and the State of New Jersey, which would provide reimbursement for costs associated with the completion of the construction of the approved improvements planned for Main Street within the City of Asbury Park; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey hereby authorize Mayor John Moor, City Manager Lillian J. Nazzaro and City Clerk Lisa Esposito to execute the Agreement between the City of Asbury Park and the State of New Jersey.

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

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

NO. 2024-519 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

FEDERAL AID AGREEMENT

Agreement No.: 2024-DT-BLA-311Contract ID: 25 70044Local Public Agency (LPA)/Subrecipient: City of Asbury ParkCFDA Name and Number: **Highway Planning and Construction 20.205**LPA Unique Entity Identifier Number: CLMGKMSN8X35Contact Name and Phone Number: Joheb Khan 609-963-2614Project: Alternative Transportation Enhancements for Main StreetMunicipality: Asbury Park CityCounty: Monmouth County

This Cost Reimbursement Agreement ("Agreement") is made as of the _____ day of _____, by and between the City of Asbury Park, having its offices at One Municipal Plaza, NJ 07712 ("Subrecipient" or "Local Public Agency" ("LPA")) and the New Jersey Department of Transportation, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State" or "NJDOT");

WITNESSETH

WHEREAS, the Congress of the United States has enacted various Transportation Authorization Bills to provide federal funding for transportation programs ("federal-aid funds"). These transportation programs including, but are not limited to, the National Highway Performance Program ("NHPP"), the Surface Transportation Program ("STP"), the Congestion Mitigation and Air Quality Improvement Program ("CMAQ"), the Transportation Alternatives Program ("TA"), the Highway Safety Improvement Program ("HSIP"), the Safe Routes to School Program, and the Emergency Relief Program; and

WHEREAS, the Legislature of the State of New Jersey has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as Subrecipients of these federal-aid funds in accordance with the intent of federal law; and

WHEREAS, before federal-aid funds will be made available for a specific program project, the Subrecipient and State are required to enter into an agreement to establish terms and conditions applicable to the Subrecipient when receiving federal-aid funds for a designated project facility and to the subsequent operation and maintenance of that completed facility.

WHEREAS, the Subrecipient proposes to be the Sponsor LPA of a project eligible for funding (the "Project") pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

WHEREAS, the State may award Subrecipient funds to finance the Project ("Project Fund") pursuant to the applicable federal and state law; and

WHEREAS, Subrecipient and the State desire to specify the conditions applicable to the financing of the costs of the Project ("Project Costs") out of the Project Fund and the obligations of the Subrecipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, the Subrecipient and the State hereby agree as follows:

1. Definitions

As used in this Agreement, the following terms are defined in the manner indicated below:

- 1.1 Local Public Agency ("LPA"): The contracting agency that is the subrecipient of Federal-aid funds administered through the NJDOT.
- 1.2 FHWA: Federal Highway Administration.
- 1.3 USDOT: United States Department of Transportation
- 1.4 Useful Life of the Project: the period of time assigned to the project for purposes of determining a repayment schedule or reimbursement in the event of default.
- 1.5 Responsible Charge: A full time public employee of the Subrecipient, who is not a consultant, and is responsible for the Project.
- 1.6 Construction Engineering: construction related design services including review of contractor's working drawings, responding to contractor questions regarding design, and reviewing design changes.
- 1.7 Construction Inspection: Subrecipient is responsible for ensuring that the project is being inspected on a full time basis throughout construction of the project. Federally funded construction projects must be built and inspected in accordance to the pertinent federal and state requirements and contract documents.
- 1.8 Standard Specifications: the NJDOT Standard Specifications for Road and Bridge Construction, including all Baseline Document Change ("BDC") Announcements. The Standard Specifications are incorporated into this Agreement by reference. The Subrecipient shall follow, and cause and ensure all contractors and consultants follow, all applicable provisions of the Standard Specifications.
- 1.9 Period of Performance: the period of time during which the Subrecipient is to complete the activities described herein and to incur and expend approved funds.

2. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and a detailed Cost Estimate are attached to this Agreement.



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

3. Agreement Contract Terms

- 3.1 The State hereby awards a grant of federal-aid funds, available on a reimbursement basis, in the amount of \$ 653,873.23 for the period of performance ("Project Fund"). Neither the State, FHWA, nor USDOT shall provide funding greater than this amount under this Agreement. The Subrecipient acknowledges that neither the State, FHWA nor USDOT are liable for payments that exceed this amount.
- 3.2 The Period of Performance for this award begins on the date of this Agreement and shall continue in effect until the Project is completed and all payment vouchers have been paid subject to Section 7 of this Agreement or until, based on inactivity as defined in Section 7.5.2 of this Agreement. The Project shall be completed by 12/31/2030, unless either terminated or extended by written authorization of the State. The Subrecipient shall not charge to the Project Fund costs that are incurred prior to and/or after the Period of Performance unless prior written consent is received from the State and the FHWA. Once the Period of Performance has concluded all obligations of the State, USDOT, and FHWA are terminated under this Agreement.
- 3.3 Subject to the following, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- 3.3.1 The State may, in its sole discretion, terminate this Agreement for cause and all of its obligations under this Agreement if any of the following occurs:
- 3.3.1.1 The Subrecipient fails to begin expenditure of award funds;
- 3.3.1.2 The Subrecipient fails to meet the conditions and obligations specified under this Agreement, including a material failure to comply with the Period of Performance in Section 3.2 of this Agreement even if it is beyond the reasonable control of the Subrecipient.
- 3.3.1.3 The State, USDOT, or FHWA, may terminate this Agreement for convenience if, in their sole discretion, they determine that termination of this Agreement is in the public interest. Costs incurred by the Subrecipient as a result of a termination for convenience by the State or FHWA may be included in the Subrecipient's claim for compensation.
- 3.3.1.4 The Subrecipient abandons the Project during any phase (planning, design, construction, etc.). The State may demand the return of all funds or the remaining funds, at its own discretion.
- 3.3.2 In the event the Subrecipient terminates the Agreement, the State in its discretion will determine compensation, if any, to be paid.
- 3.3.3 This Agreement terminates on Project Closeout.
- 3.4 Fund Liquidation, Adjustment, and Cancellation.



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

- 3.4.1 The Subrecipient shall liquidate all obligations under this award not later than 90 days after the Period of Performance that is listed in Section 3.2 of this Agreement.
- 3.4.2 Liquidation and adjustment of funds under this Agreement follow the requirements of 2 C.F.R. §§ 200.343–.345.
- 3.5 The Project shall not be sold, assigned or ownership transferred without the consent of the State. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, this Agreement shall be deemed terminated and the State shall be reimbursed for all money paid.
- 3.6 The Subrecipient shall not proceed with any work on the Project (“Project Work”) for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the NJDOT and the FHWA except as provided in Section 3.3 of this Agreement.
- 3.7 Subrecipient will ensure that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies including but not limited to the Standard Specifications.
- 3.8 Subrecipient shall solicit proposals for all Project Work in accordance with the Brooks Act of 1972 (40 U.S.C. Ch. 11), 2 C.F.R. §§ 200.317-.327, and all applicable federal and state laws, rules and regulations. All contracts entered into under this Agreement must contain the applicable provisions described in 2 C.F.R. Part 200, App. II—Contract Provisions for non-Federal Entity Contracts under Federal Awards. All design solicitations and construction bid solicitations by the Subrecipient must include the following language: "Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.3 et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of language in New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.3 et seq. and N.J.S.A. 19:44A-20.25 et seq., will not adversely affect your consideration for award."
- 4. **Plans and Specifications**
 - 4.1 Subrecipient shall prepare, or have prepared, if required by the State, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

of traffic barriers and drainage systems shall conform to the NJDOT and the current version of the NJDOT Roadway Design Manual in effect at the time this Agreement is executed. All workmanship and materials shall conform to the Standard Specifications. If there is a deviation from these standards, the Subrecipient shall notify the State in writing of any deviation from the standards and shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. A Design Exception shall be executed when it can be documented to the State's satisfaction that a lesser design value is the best practical alternative. The factors to be considered when determining if a lesser design value should be elected shall include social economic and environmental impacts together with safe and efficient traffic operations.

4.2 Approval for the Design Exception shall be based upon Division of Local Aid and Economic Development Policy Number 005.00 as follows:

4.2.1 All Design Exceptions for Local Aid projects on non-National Highways System (non-NHS) roadways must be prepared by a licensed professional engineer in the State of New Jersey and approved by the sponsor via a design exception certification.

4.2.2 Projects that are on NHS roads must follow the procedure outlined in the NJDOT Design Exception manual including approval by the Director of Design Services and the FHWA.

4.2.3 The above applies regardless of funding source. The State shall notify Subrecipient when the Project is acceptable for bidding.

4.3 For reimbursement of allowable costs, Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

5. Projects Eligible for Funding Under this Agreement

5.1 Right of Way Acquisition Projects

5.1.1 Subrecipient shall acquire Right of Way parcels in accordance with applicable federal and state requirements, including, but not limited to, 49 C.F.R. Part 24, 23 C.F.R. § 710.203, N.J.S.A. 20:4-1 to -22, the NJDOT Right of Way Acquisition Manual and the Standard Specifications.

5.1.2 Subrecipient shall be responsible for preparing all maps and other documents required by the NJDOT Right of Way Acquisition Manual and Right of Way Engineering Manual.

5.1.3 Eligible costs for Right of Way acquisition projects shall include:



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

- 5.1.3.1 Cost of real property which shall be based on the actual purchase price of the parcel or easement, after negotiating a purchase agreement, or the just compensation amount as determined by a court, and
- 5.1.3.2 Associated direct costs of acquisition pursuant to 23 C.F.R. § 710.203, including appraisal fees, cost estimates, Right of Way plan preparation, title work, cost to acquire real property, cost of administrative settlements, relocations, and damages.
- 5.1.4 Any amount paid to the Subrecipient under this Agreement for a parcel or easement that is later declared to be in excess and sold, may be recovered by the State.

5.2 **Design Projects**

- 5.2.1 Subrecipient warrants that the engineering services shall be performed or approved by an engineer licensed by the State of New Jersey Board of Professional Engineers and Land Surveyors to practice in the State of New Jersey.
- 5.2.2 Subrecipient covenants that design work will comply with all applicable laws and other requirements of federal, state and local governmental bodies including applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline.
 - 5.2.2.1 Certain projects shall require the pre-approval of the State, prior to the design phase, as to the applicable standards that apply, as follows:
 - 5.2.2.1.1 Transportation projects other than roads and bridges,
 - 5.2.2.1.2 Projects that intersect State highways,
 - 5.2.2.1.3 Projects with railroad crossings within the project limits or 1000 feet outside the project limits, or
 - 5.2.2.1.4 Projects with railroad crossings outside the project limits where the project could impact traffic flow across the railroad crossing.
- 5.2.3 Subrecipient shall prepare, or have prepared any necessary environmental documents, engineering documents, plans, specifications and estimates for the Project as required by Section 5.2 of this Agreement.
- 5.2.4 The Subrecipient shall not proceed with any design work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

- 5.2.5 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.
- 5.2.6 If Subrecipient is not performing design work in-house, Subrecipient shall solicit proposals in accordance with Section 3.8 of this Agreement. Upon receipt of proposals from responsible design consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.
- 5.2.7 If the design consultant is to be retained for construction engineering purposes during the construction phase, contracts with design consultants shall include stipulations on retaining the designer for that purpose during which the negotiated cost of the construction engineering activity should be part of the construction contract.
- 5.2.8 Subrecipient or its consultant shall be required to submit a design schedule to the State which should include, at a minimum, the submission dates for Project plans and descriptions for NEPA determination, environmental screening, environmental permits/approvals, preliminary plans specifications, and estimate, and for the funding authorization request package.
- 5.2.9 Funds for design work shall be authorized by the State once the design authorization submission has been approved.
- 5.2.10 Subrecipient agrees that all pedestrian facilities shall be designed to provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, 49 C.F.R. Part 27, and the current version of the NJDOT Roadway Design Manual in effect at the time this Agreement is executed.
- 5.2.11 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.
- 5.2.12 When the Subrecipient considers the design work to be finally complete, Subrecipient shall request that the State's representative make a final review of the plans, specifications and estimate. If it is determined, after such review, that the design work has been completed in accordance with all applicable laws and requirements, Subrecipient shall submit a final invoice to the State and the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project design work.



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

5.3 Construction Projects

- 5.3.1 Subrecipient shall complete or cause the completion of Project Work in accordance with the plans and specifications approved by the State.
- 5.3.2 Subrecipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Subrecipient shall obtain all permits and licenses necessary to complete Project Work prior to federal authorization.
- 5.3.3 The Subrecipient shall not advertise the project until federal authorization for the Project is obtained and the State provides written authorization to proceed.
- 5.3.4 Subrecipient shall not proceed with any Project Work for which reimbursement shall be sought without the written authorization of the State.
- 5.3.5 Subrecipient shall solicit bids for Project Work in accordance with Section 3.8 of this Agreement. The Subrecipient shall advertise the project within sixty (60) days of the State's authorization of funds and must award the project within six months of authorization of funds. The Subrecipient shall comply with, and cause all bidders to comply with, the applicable Civil Rights and bidding provisions of the Standard Specifications, including, but not limited to, Sections 102.13.01 and 105.02.05. Upon receipt of bids from responsible contractors, Subrecipient shall select the contractor submitting the lowest responsive bid. Within thirty (30) days of the award of the contract, the Subrecipient shall submit:
 - 5.3.5.1 One copy of the summary of construction bids showing all bid quantities, unit prices, and amounts for the construction of pay items, and
 - 5.3.5.2 A fully executed and sealed resolution awarding the contract to the lowest responsible bidder, which shall be subject to the approval of the State.
 - 5.3.5.3 Once the State has received all of the information listed above, it shall notify Subrecipient in writing whether it has been approved. Subrecipient agrees not to contract with any contractor to whom the State has made a reasonable and timely objection.
- 5.3.6 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. The use of in-house staff is permitted but is subject to the approval of the State. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.
- 5.3.7 If Subrecipient is not performing construction inspection work in-house, Subrecipient shall solicit proposals in accordance with Section 3.8 of this Agreement. Upon receipt of proposals from responsible consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.

- 5.3.8 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible Project Costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.
- 5.3.9 Upon written request of the State, the Subrecipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds. Payment and performance bonds shall be part of the contract standard items. Performance and/or Payment bonds shall be billed to the State upon award of contract.
- 5.3.10 Foreign Materials And Equipment. Subrecipient agrees that it will comply and cause its contractor to comply with the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("Buy America"), Pub. L. No. 117-58, §§ 70901-52 and implementing regulations, and § 106.03.2 of the current version the NJDOT Standard Specifications, which sets forth the federal requirements for the use of foreign materials and equipment on Federal-aid projects.
- 5.3.11 Subrecipient agrees that it shall cause its contractor to comply with Federal ADA requirements. All pedestrian facilities constructed or reconstructed shall provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973 and 49 C.F.R. Part 27 and the current version of the NJDOT Roadway Design Manual in effect at the time this Agreement is executed. Failure to comply may result in the loss of projects funds.
- 5.3.12 The Subrecipient agrees that it will ensure its contractors are aware of and are in compliance with 31 U.S.C. § 1352 prior to execution of any agreement in order to remain eligible for federal-aid funds.
- 5.3.13 When Subrecipient considers the Project to be finally complete, Subrecipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Subrecipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The State will monitor maintenance of completed Project by the Subrecipient. Failure to maintain Project will result in the withholding of funds payable to the Subrecipient on other State funded programs.

- 5.3.14 The Subrecipient must designate a person in Responsible Charge who is a full time employee of the agency as per 23 C.F.R. § 635.105. The person in "Responsible Charge" of LPA administered projects need not be an engineer. This requirement applies even when consultants are providing construction engineering services. This person may share duties, but is expected to be able to perform the following duties and functions:
- 5.3.15 Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- 5.3.16 Maintains familiarity of day to day project operations, including project safety issues;
- 5.3.17 Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- 5.3.18 Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the project;
- 5.3.19 Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and;
- 5.3.20 Directs Project staff, agency or consultant, to carry out Project Administration and Contract Oversight, including proper documentation.
- 5.3.21 Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the Project.
- 5.3.22 In addition to adhering to the requirements specifically set forth in this Agreement, Subrecipient agrees that it will cause its contractor to comply with the USDOT/FHWA's official Disadvantaged Business Enterprises (DBE) Program Guidance, including that all contract bidders/offerors submit DBE subcontractor information and/or good faith efforts, either at the time of bid (responsiveness) or within 5 days of bid (responsibility). Guidance with regard to the DBE program can be found on the USDOT and FHWA Civil Rights' websites.

6. Insurance

- 6.1 Subrecipient shall maintain or cause to be maintained:



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

- 6.1.1 General Comprehensive Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit plus \$1,000,000.00 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic un-amended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.
- 6.1.2 Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000.00.
- 6.1.3 Workers Compensation Insurance in the amount required by law.
- 6.2 A copy of each insurance policy shall be made available to the State upon request.
- 6.3 Subrecipient shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.
- 6.4 Subrecipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Subrecipient pursuant to this Agreement and shall not be construed to relieve Subrecipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- 7. Disbursement of Project Fund**
 - 7.1 It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.
 - 7.2 The State shall disburse monies from the Project Fund to Subrecipient in order to reimburse actual, eligible costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate are eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Subrecipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Subrecipient any monies in excess of the Project Fund. The Subrecipient shall reimburse its consultants/contractors for allowable expenses after the receipt of properly prepared payment vouchers as outlined in Section 7.5 of this Agreement. All monies shall be subject to appropriations and availability of funds.
 - 7.3 The Agreement may be adjusted and/or modified unilaterally by the State to reflect the Project Costs in accordance with 23 C.F.R. § 630.106.



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

7.4 The final eligible costs incurred by the Subrecipient during the Project may be reimbursed by the State, subject to prior written approval, the availability of funds, and at the State's sole discretion.

7.5 Payment Vouchers

- 7.5.1 Subrecipient shall prepare and submit payment vouchers for payment for approval by the State within three (3) months of initial billing by the contractor or design consultant, or six (6) months from award, whichever is first. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly.
- 7.5.2 If Subrecipient does not comply with the aforementioned time periods for submitting payment vouchers, the State may determine that the Project is deemed "inactive" and, as a result, Project funds may be withdrawn by the State. The Project may also be determined inactive, at the discretion of the State, for the following reasons: failure to provide billing for eligible costs within 12 months from the initial authorization or a preceding bill, the failure to perform Project Work properly, failure to complete the project as proposed, failure to properly submit or complete the close out documents, or any reason that the State may determine based upon the Project status and remaining Project Work to be performed. The payment vouchers shall state, with proper documentation, the amounts due to the Subrecipient for actual, eligible costs incurred in connection with the Project. The Subrecipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.
- 7.5.3 The parties agree that the State has sole discretion to modify the initial Agreement amount to reflect the actual, eligible costs for the Project Work at the time of the award concurrence.
- 7.5.4 Progress Reports will accompany all payment vouchers and shall include:
- 7.5.4.1 A narrative description of Project Work performed during the payment period and any difficulties or delays encountered;
 - 7.5.4.2 A comparison of actual accomplishments to the goals established for the payment period;
 - 7.5.4.3 A comparison, by tasks, of costs incurred with amounts budgeted, and;
 - 7.5.4.4 A comparison, by task, of Project Work performed compared to the schedule, including a percentage of the total Project work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

7.5.4.5 Copies of contract compliance documents as completed for the voucher payment period by the Resident Engineer that is designated by the Subrecipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings.

7.5.5 The State shall review and verify such payment vouchers for payment and remunerate the Subrecipient for direct and indirect costs incurred up to a maximum Project approved budget for satisfactorily completing the Project.

7.6 Partial Payments

7.6.1 The State shall make partial payments to the Subrecipient toward the actual, eligible costs for the Project Work upon the receipt of properly drawn payment voucher for a percentage of Project Work completed during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Subrecipient concerning the percentage of Project Work completed during any given period, that dispute shall be resolved in accordance with Section 22.3 of this Agreement.

7.6.2 Subrecipient may submit payment vouchers totaling up the amount equivalent to full payment for Project Work completed within the billing time period. Full payment will be made less non participating costs and or mathematical errors; up to 90% of the budget amount authorized. The remaining 10% will be withheld, until such time the project has been deemed satisfactorily complete. At the sole discretion of the NJDOT, projects with high dollar values may receive a portion of the 10% withholding, provided the Subrecipient has not had any documented problems with the oversight and delivery of a project.

7.6.3 If the Subrecipient was found to be in good standing and compliance with the terms this Agreement, the Subrecipient can request compensation of a portion of the funds that were held as per Section 7.6.2 of this Agreement after a satisfactory final inspection by NJDOT and prior to the submittal of the final Payment voucher. Good standing can be defined as maintaining eligibility assessment, invoicing at a minimum of a quarterly basis, and receiving satisfactory reviews with regard to compliance with construction oversight inspections. This payment request will be accepted and processed at the sole discretion of the NJDOT.

7.7 Consultants and Contractors

7.7.1 The Subrecipient shall remain responsible for satisfactory performance of all Project Work.

7.7.2 All Project Work performed by consultant, contractors and subcontractors on the Project shall be treated as being performed by the Subrecipient.



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

- 7.7.3 Subrecipient will be paid the actual, eligible costs for the Project Work of each contractor and consultant. The actual, eligible costs shall be considered full compensation for all costs incurred by the Subrecipient relative to the Project Work performed by each contractor and consultant. Payment of the actual, eligible costs shall be made on monthly or quarterly payment vouchers submitted by the Subrecipient based upon the percentage of the contracted Project Work completed as shown in the Subrecipient's monthly progress reports.
- 7.7.4 Subrecipient shall require its contractors and consultants to comply with the applicable cost principles set forth in this Section and the requirements of Section 12 of this Agreement by placing equivalent provisions in their contracts.
- 7.7.5 Subrecipient shall require all subcontracting be performed in accordance with the 23 C.F.R. § 635.116 and the Standard Specifications, including, but not limited to, § 108.01.

8. Conflict of Interest

- 8.1 All FHWA Federal Aid Highway Program (FAHP) funds provided for locally administered projects must pass through NJDOT pursuant to 23 C.F.R §172.5. NJDOT, as the grant recipient, is responsible for ensuring the Subrecipient complies with federal requirements. This includes ensuring sufficient controls are in place to protect the public's interest against fraud, waste, and abuse of taxpayer resources.
- 8.2 Federal requirements and FHWA policies do not expressly prohibit the use of the same consulting firm for design and construction inspection services on the same project. However, the use of the same firm for design and inspection may present potential conflicts of interest that provide opportunities that benefit the consulting engineering firm and not the Subrecipient. A consulting firm performing construction inspection services for the same Federal-aid project that the firm also designed provides the firm an opportunity to influence or affect decisions on scope changes; design changes; construction revisions; contract change orders; and related issues. A firm may have a vested financial interest in failing to disclose deficiencies in its design work during construction, such as minimizing or ignoring design errors and omissions rather than serving the best interest of the public. Using a different firm for construction inspection provides an additional level of review and reduces the risk for potential conflicts of interest. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the Subrecipient must establish appropriate compensating controls in the form of policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services as specified in 23 CFR 172.7(b)(4).

9. Liquidated Damages

- 9.1 Liquidated damages must be specified for all federally funded projects. Liquidated Damages are defined as the daily amount set forth in the contract to be deducted from the contract price to cover damages to the State and the Subrecipient as a result of the



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

contractor's failure to complete Project Work within the specified Contract Time. The amount of liquidated damages set forth in all contracts pursuant to this Agreement shall take into account the Subrecipient's estimated costs incurred as well as Road User Costs. Liquidated damages must be assessed by the Subrecipient in accordance with the Standard Specifications. Failure to assess liquidated damages by the Subrecipient in accordance with the Standard Specifications, contract bid documents, and federal requirements may result in the loss of federal participation of funds.

- 9.2 Contract time extensions will only be granted for excusable delays specified in the Standard Specifications. Contract time extensions must be submitted and approved by Change Order as the project progresses and at the time an excusable delay occurs in accordance with the Standard Specifications.

10. Audit Requirements

- 10.1 The Subrecipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB "Supercircular" 2 C.F.R. Part 200, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Subrecipient is to contract with a commercial organization they must follow 48 C.F.R. § 31.2, "Contracts with Commercial Organizations." The Subrecipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.
- 10.2 The State, or its agents, shall be entitled to perform an audit at the following times:
- 10.2.1 At any time during the performance of Project Work set forth in this Agreement.
- 10.2.2 During a period of up to three (3) years after either the date of payment of the Final Invoice or a date mutually agreed to by the parties.
- 10.2.3 The Subrecipient acknowledges that changes in payment due the Subrecipient resulting from audits performed by the State shall be made as follows:
- 10.2.3.1 In the event of overpayment by the State, the Subrecipient shall refund the amount of such overpayment within thirty (30) days of the request by the State. In the event the Subrecipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Subrecipient under the terms of this Agreement or any other agreement between the State and the Subrecipient. Furthermore, the Subrecipient expressly understands and agrees that the provisions of this Section shall in no way be construed to relieve the Subrecipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

terms of this Section shall survive the expiration or termination of the Agreement.

10.2.3.2 In the event of underpayment by the State, the State shall pay sufficient funds to the Subrecipient to correct the underpayment as soon as is practicable.

10.3 The Subrecipient shall include in the Final Invoice the following release clause:

“In consideration of the requested payment of this Final Invoice, the [Subrecipient] hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from Project Work done or services performed under this Agreement.”

10.4 Payment to the Subrecipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Subrecipient to underpayments based upon adjustments disclosed by said audits.

11. Inspection

Subrecipient shall permit the State or any authorized representative, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all Project Work completed or in progress, labor performed and materials furnished in connection with the Project as well as Subrecipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Subrecipient shall supply such reports and information as the State shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Subrecipient for a period of three (3) years after final payment is received from the State.

12. Indemnification

Subrecipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Subrecipient prompt notice thereof. If Subrecipient shall be required to defend in any action or proceeding pursuant to this Section to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Subrecipient in respect to the claim or matter in question.



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

13. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Subrecipient or the State with respect to any of the covenants or conditions of this Agreement.

14. Equal Opportunity

- 14.1 The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.
- 14.2 During the performance of this Agreement, the Subrecipient agrees that it will cause its contractor to comply with the following:
- 14.2.1 The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Division of Civil Rights/Affirmative Action setting forth provisions of this nondiscrimination clause;
- 14.2.2 The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- 14.2.3 The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Division of Civil Rights/Affirmative Action, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 14.2.4 In the hiring of persons for the performance of Project Work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the Project Work to which the employment relates;

- 14.2.5 No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of Project Work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- 14.2.6 There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- 14.2.7 This contract may be canceled or terminated by the contracting Public Agency, and all money due or to become due hereunder may be forfeited, for any violation of this Section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this Section of the contract.
- 14.2.8 The notices referred to in Sections 14.2.1 and 14.2.3 of this Agreement may be obtained at the preconstruction conference.

15. Nondiscrimination

Subrecipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Subrecipient agrees that:

- 15.1 It will insert the nondiscrimination notice required by the USDOT Standard Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for Project Work or material, and, in adapted form, in all proposals for negotiated agreements.
- 15.2 It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by the Subrecipient with other parties.
- 15.3 It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

16. Disadvantaged Business Enterprises

Subrecipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Subrecipient and any contractor:

- 16.1 It is the policy of NJDOT that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); and the Transportation Equity Act for the 21st Century (TEA-21), shall have equal opportunity to participate in the performance of contracts financed in whole or in part with federal-aid funds under this Agreement. Consequently, the DBE requirements of 49 C.F.R., § 26(A), (C), and (F) apply to this Agreement.
- 16.2 The Subrecipient and its Contractor agree that Disadvantaged Business Enterprises, as defined in 49 C.F.R. § 26(A); and in the ISTEA and the TEA-21, , have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal-aid funds provided under this Agreement. In this regard, the NJDOT and all Contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 26 to ensure that Disadvantaged Businesses are given equal opportunity to compete for and to perform on NJDOT federally funded contracts. The NJDOT and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

17. No Oral Modifications

- 17.1 This Agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- 17.2 The Subrecipient shall request State approval for any task or line item budget revision deemed necessary to carry out the Project. The Subrecipient shall submit the request in writing to the State. The State shall provide written authorization to the Subrecipient if the request is by the State and the applicable funding agency.

18. Notices and Demands

- 18.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.
- 18.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

If to the State:

Deval Desai, Director
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625

Or the designated District Office, Division of Local Aid and Economic Development, serving the area of the Subrecipient:

District 1 - ☐ |
Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 810-9120
Fax: (973) 601-6709
Morris, Passaic,
Sussex and Warren

District 2 - ☐ |
153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: 862-350-5730
Fax: (973) 648-4547
Bergen, Essex, Hudson,
and Union

District 3 - ☒ |
1035 Parkway Avenue
Trenton, NJ 08625
Phone: (609) 963-2020
Fax (609) 530-8044
Hunterdon, Middlesex, Mercer,
Monmouth, Ocean and Somerset

District 4 - ☐ |
1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: (856) 414-8414
Fax (856) 486-6771
Atlantic, Burlington, Camden, Cape May,
Cumberland, Gloucester and Salem

If to Subrecipient:

**Asbury Park City
James Bonanno, Director of Transportation
One Municipal Plaza
Asbury Park, NJ 07712**

This Section does not apply to legal notices required by law or Court Rules.

19. Partial Invalidity



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

20. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

21. Subject to FHWA Regulations

Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

22. Entire Agreement; Counterparts; Disputes

- 22.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.
- 22.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.
- 22.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the Project Work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

23. Choice of Law

This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

24. Resolution



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

The Subrecipient shall supply the necessary resolution authorizing the Subrecipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

25. **APPENDIX A** - Non Discrimination - Regulations of the Department of Transportation relative to pursuant to N.J.S.A. 10:5-31 et seq. are attached hereto and made a part of this Agreement.
26. **APPENDIX B** - Certification of Subrecipient is attached hereto and made a part of this Agreement.
27. **APPENDIX C** - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
28. **APPENDIX D** - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
29. **APPENDIX E** - Certification of Subrecipient Eligibility is attached hereto and made a part of this Agreement.
30. **APPENDIX F** - Americans with Disabilities Act is attached hereto and made part of this Agreement.
31. **APPENDIX G** – Project Scope of Work is attached hereto and made a part of this Agreement.
32. **APPENDIX H** – Project Cost Estimate is attached hereto and made a part of this Agreement.



October 2024

New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Alternative Transportation Enhancements for Main Street

Municipality: Asbury Park City

County: Monmouth County

Agreement Number: 2024-DT-BLA-311

Federal Project Number: 0071310

ATTEST/WITNESSED/AFFIX SEAL:

SUBRECIPIENT(LPA)

Name:
Title

Date

By:

Name:
Title

Date

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF

TRANSPORTATION

Anika James

Date

Department Secretary, New Jersey
Department of Transportation

By:

Deval Desai

Date

Director, Division of Local Aid &
Economic Development

Attachment: 2024 Federal Aid Cost Reimbursement Agreement rev 11-1-24 (2024-519 : TAP SR71 Main Street Construction Reimbursement



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

[DAG E-Signature Page to be Inserted Once Signed]

Attachment: 2024 Federal Aid Cost Reimbursement Agreement rev 11-1-24 (2024-519 : TAP SR71 Main Street Construction Reimbursement



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

APPENDIX A**NONDISCRIMINATION**

During the performance of this Agreement, the SUBRECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the SUBRECIPIENT, agrees as follows:

1. Compliance with Regulations: The SUBRECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23 C.F.R. § 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The SUBRECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The SUBRECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the SUBRECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
6. (a) Withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies, and/or
7. (b) Cancellation, termination, or suspension of the contract, in whole or in part.



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

8. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
9. The SUBRECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 C.F.R., Part 26 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal-aid funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
10. If at any time following the execution of this Agreement, the SUBRECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the SUBRECIPIENT shall:
 - (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the SUBRECIPIENT intends to accomplish by such subcontract, purchase order or lease.
 - (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
11. Incorporation of Provisions: The SUBRECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

APPENDIX B**CERTIFICATION OF SUBRECIPIENT**

In executing the Agreement the SUBRECIPIENT'S signatory certifies on behalf of the SUBRECIPIENT that neither he, nor any other officer, agent or employee of the SUBRECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

The Subrecipient shall expressly state any exceptions in a disclosure letter to the STATE which shall accompany the Agreement after execution by the SUBRECIPIENT on submission to the Commissioner or his designee for execution.

The SUBRECIPIENT acknowledges that this certificate furnished to the STATE and which may be furnished to the U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the SUBRECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

APPENDIX D**NJDOT CODE OF ETHICS FOR VENDORS**

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the SUBRECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This Section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987



October 2024

New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement

APPENDIX E

CERTIFICATION OF SUBRECIPIENT ELIGIBILITY

I hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

SUBRECIPIENT

Name/Title

Name/Title

Date: _____



October 2024

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

APPENDIX F**AMERICANS WITH DISABILITIES ACT**

Equal Opportunity For Individuals With Disabilities.

The SUBRECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the SUBRECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the SUBRECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the SUBRECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The SUBRECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The SUBRECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE’S grievance procedure, the SUBRECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the SUBRECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the SUBRECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the SUBRECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the SUBRECIPIENT pursuant to this contract will not relieve the SUBRECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the SUBRECIPIENT, its agents, servants, employees and sub consultants for any claim which may arise out of their performance of this Agreement. Furthermore, the SUBRECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the SUBRECIPIENT’S obligations assumed in this Agreement, nor shall they be construed to relieve the SUBRECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-520

To extend an HMFA PILOT for an additional 35 years for the rehabilitation of a 170 unit affordable housing project. The affordability controls will be in place for 30 years.



RESOLUTION NO. 2024-520

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

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK,
APPROVING A PILOT AGREEMENT WITH ASBURY PARK GARDENS
PRESERVATION, LLC FOR THE VITA GARDENS APARTMENT COMPLEX AND
STEPHEN MANOR AT 120 MONMOUTH AVENUE (BLOCK 1202, LOT 1 AND
BLOCK 1204, LOT 1)**

WHEREAS, the City of Asbury Park (the “City”) has previously entered into agreements with APNJ, LP governing payments in lieu of taxes for: the Vita Gardens Apartment Complex, which is an 80 unit apartment complex for low to moderate income residents, located at 120 Monmouth Avenue, City of Asbury Park, and designated on the tax map as Block 1202, Lot 1 and Block 1204, Lot 1 in the City of Asbury Park (“Vita Gardens”), and for Stephen Manor, which is a 90 unit apartment complex for low to moderate income residents, located at 1100 Atlantic Avenue, City of Asbury Park, and designated on the tax map as Block 1205, Lot 10 (“Stephen Manor” and together with Vita Gardens, the “Property”) in accordance with N.J.S.A. 55:14K-37 (the “HMFA Law”); and

WHEREAS, Asbury Park Gardens Preservation, LLC (“Asbury Gardens”) proposes to acquire the Property from APNJ, LP and to implement a tenant-in-place rehabilitation of the Property (the “Project”), which will include funding through, and compliance with requirements established by, the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, in accordance with the HMFA Law, Asbury Gardens has requested that the City continue the payment in lieu of tax (“PILOT”) arrangement for the Property and the Project for

a period of thirty-five (35) years from the date of Asbury Gardens' acquisition thereof, provided however, that the PILOT will only continue so long as affordability controls on the Project remain in effect; and

WHEREAS, the Mayor and the City Council of the City of Asbury Park have hereby determined that there is a need for the renovation/rehabilitation of the Property in order for the Project to continue to provide proper housing for low- and moderate-income residents,

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

1. The Mayor and Council finds and determines that there is a need for this housing project in the City and a need for the Agreement for Payment in Lieu of Taxes to facilitate the financing, construction and operation of this Project.

2. The Mayor and Council does hereby adopt the within Resolution with the intent and purpose that from the date of acquisition of the Property by Asbury Park Gardens Preservation, LLC, and for a period of thirty-five (35) years thereafter, the Project, including both the land and improvements thereon, will be exempt from real property taxation as provided in the HMFA Law, provided that affordability controls remain in effect and that the payments in lieu of taxes for municipal services supplied to the Project are made to the municipality in such amounts and manner set forth in the Agreement for Payments in Lieu of Taxes attached hereto as Exhibit A.

3. Each of the Mayor and/or the City Manager is hereby authorized and directed to execute the Agreement for Payments in Lieu of Taxes in substantially the form attached hereto as Exhibit A.

4. This Resolution shall take effect immediately.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-520 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT is made this _____ day of December, 2024 between Asbury Park Gardens Preservation, LLC, a limited liability company of the State of Delaware which maintains its principal office at c/o HVPG, 200 Vesey Street, 24th Floor, New York, NY 10281 (hereinafter, the "Sponsor") and the City of Asbury Park, a municipal corporation in the County of Monmouth and State of New Jersey (hereinafter, the "City"). The Sponsor and the City hereinafter are jointly referred to as the "Parties".

WITNESSETH

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

1. (a) This Agreement is made pursuant to the authority contained within Section 37 of the New Jersey Housing and Mortgage Finance Agency Law, (N.J.S.A. 55:14K-1 et seq.) (the "HMFA Law"), and a resolution of the City Council of the City of Asbury Park dated December 11, 2024.

(b) The City has previously entered into agreements with APNJ, LP governing payments in lieu of taxes for: the Vita Gardens Apartment Complex, which is an 80 unit apartment complex for low to moderate income residents, located at 120 Monmouth Avenue, City of Asbury Park, and designated on the tax map as Block 1202, Lot 1 and Block 1204, Lot 1 in the City of Asbury Park ("Vita Gardens"), and for Stephen Manor, which is a 90-unit apartment complex for low to moderate income residents, located at 1100 Atlantic Avenue, City of Asbury Park, and designated on the tax map as Block 1205, Lot 10 ("Stephen Manor" and together with Vita Gardens, the "Property") in accordance with N.J.S.A. 55:14K-37 (the "HMFA Law"). The agreements between APNJ,

L.P. and the City for Vita Gardens and Stephen Manor indicate that the agreements will terminate once the eligible loan made by the HMFA on the projects is fully paid.

(c) The Sponsor herein is proposing to purchase the Vita Gardens and Stephen Manor projects and to rehabilitate the housing units in these projects. Although the HMFA loan on the projects will be fully paid as part of this property acquisition, the Sponsor is proposing to extend the affordability controls on the housing units in these projects for an additional thirty-five (35) years and is seeking this tax exemption under N.J.S.A. 55:14K-37(c) of the HMFA Law, which provides that “the governing body of a municipality may agree to continue a tax exemption for a State or federally subsidized housing project, beyond the date on which the eligible loan made by the agency on the project is fully paid, so long as the project remains subject to affordability controls pursuant to: (1) project-based federal rental assistance, authorized pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. s.1437f), or other federal or State project-based assistance; (2) the Uniform Housing Affordability Controls promulgated by the New Jersey Housing and Mortgage Finance Agency; or (3) the rent and income limits established by the federal Low Income Housing Tax Credit program pursuant to section 42 of the Internal Revenue Code (26 U.S.C. s.42).”

2. The City recognizes and approves the Sponsor to acquire, rehabilitate, and operate the Vita Gardens and Stephen Manor affordable housing projects, which shall be considered to be one consolidated project for purposes of this Agreement. The Vita Gardens and Stephen Manor affordable housing projects shall be collectively referred to within this Agreement as the “Project” or the “Subject Property”.

3. It is expressly understood and agreed that the City enters into this Agreement in reliance upon the estimated PILOT payment data set forth in **Exhibit A** and

upon the information set forth within the Sponsor's tax exemption application attached hereto as **Exhibit B**. It is further expressly understood and agreed that the revenue projections provided by the Sponsor to the City in **Exhibit A** and **Exhibit B** are estimates only and that the actual payments in lieu of taxes to be paid by the Sponsor to the City shall be based upon actual Project Revenues as described more fully within Section 6 below.

4. Pursuant to this Agreement, the Parties hereby agree that the both the land and the improvements of the Subject Property shall be entitled to an exemption from local property taxes pursuant to N.J.S.A. 55:14K-37, for a term beginning on the date of the Sponsor's acquisition of the Subject Property and ending thirty-five (35) years therefrom; provided, however, that if the housing units in the Project are no longer operated with affordability controls as required under N.J.S.A. 55:14K-37(c), then this tax exemption shall end as of the date that those affordability controls on the Project are no longer in place. When the Sponsor takes ownership of the Subject Property, it shall provide written notice thereof to the City and the exemption provided for hereunder, and the obligations set forth within this Agreement, shall commence as of the date of such acquisition. The Agreement and the exemption granted thereunder shall continue until the Agreement is either terminated or it expires at the end of the 35-year term.

5. The Sponsor agrees to pay the City an annual administrative charge in the amount of two percent (2%) of the PILOT due from the Sponsor to the City for each calendar year that this Agreement is in effect in order to cover the City's administrative costs. That annual administrative charge shall be paid by the Sponsor to the City by no later than December 31 of each year.

6. (a) In consideration of the aforesaid exemption from taxation, the Sponsor shall make payment to the City of an annual payment in lieu of taxes (hereinafter, the "PILOT") for municipal services provided for the Subject Property. The PILOT shall be in the amount of nine percent (9%) of the actual Project Revenues for each year. Project Revenues means the total annual gross rental income of the Sponsor from the Project, less vacancies and less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating, fuel, and water and sewer charges, if any. Project revenues shall include all rental subsidy contributions received from any federal or state program. The Project Revenues shall be annually certified by an audited statement prepared by a certified public accountant in the manner set forth in Section 6(c) below.

(b) The payment of the PILOT shall be made by the Sponsor to the City on a quarterly basis on February 1, May 1, August 1, and November 1 of each year, subject to adjustment for over or underpayment after the close of each calendar year and the City's review of the annual audit referenced in Section 6(c) below (and adjustment of the annual administrative service charge accordingly). In the event that the Sponsor fails to timely pay any installment, the amount past due shall bear the rate of interest permitted under applicable New Jersey law and then being assessed by the City against other delinquent taxpayers in the case of unpaid taxes or tax liens on the land until paid.

(c) Within one hundred and twenty (120) days following the close of each calendar year, during the term of this Agreement, the Sponsor shall submit to the City's Chief Financial Officer, the City Manager, and the City Clerk, a certified, audited financial statement of the operation of the Project (the "Audit") setting forth the Project Revenues and the total PILOT payments due to the City calculated at nine (9) percent of Project Revenues as set forth in the Audit (the "Audit Amount") and shall also provide a

certification to the City with any supporting documentation as reasonably required by the City showing that the housing units in the Project remain subject to affordability controls as required under N.J.S.A. 55:14K-37(c). The Sponsor shall simultaneously pay the difference, if any, between the (i) the Audit Amount and (ii) the payments made by the Sponsor to the City for the preceding fiscal year (including any required adjustment to the annual administrative charge). The City may accept payment without prejudice to its right to challenge the accuracy of the Audit and the amount paid or claimed due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the City shall credit the amount of such excess to the account of the Sponsor.

(d) The Sponsor agrees to maintain a system of accounting and internal controls required for proper record keeping under this Agreement.

(e) In the event that the Sponsor, its successors or assigns fail to pay that portion of the annual PILOT agreed upon herein on those dates when real estate tax installments are due, the delinquent amount shall bear the statutory interest rate applicable in the case of unpaid local property taxes until paid.

(f) In the event the Subject Property is enlarged or modified from the present site, it is understood and agreed that the annual PILOT shall become due for the added or enlarged units, in accordance with the formula noted in paragraph 6(a) herein.

(g) All quarterly PILOT payments made under paragraph 6 herein shall be in lieu of taxes and the City shall have all the rights and remedies of tax enforcement granted to municipalities by law just as if said payments constituted regular tax obligations on real property within the City. If, however, the City disputes the total amount of the annual PILOT paid, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the

annual PILOT payment actually due the City, in accordance with this Agreement and the applicable HMFA law. Any such action must be commenced within one (1) year of the receipt of the Sponsor's Audit by the City.

7. The Sponsor is obligated to make payments of the annual PILOT as provided herein. The failure by the Sponsor to make payment of the requisite portion of the annual PILOT payment on a quarterly basis in a timely manner, to make the annual administrative charge payment in a timely manner, to file the Audit and affordability control certification in a timely manner, or to satisfy any other obligations under this Agreement shall constitute a violation and breach of this Agreement. In the event of any breach and/or violation of this Agreement, the City shall provide written notice to the Sponsor and HMFA in the manner set forth in Section 9(a) below outlining such breach with specificity and providing sixty (60) days from the Sponsor's receipt of such notice to cure such breach and violation of this Agreement. In the event any breach and/or violation is not cured as provided herein, the City may proceed to enforce its rights pursuant to paragraph 12 herein or may cancel this Agreement upon sixty (60) days' notice to the Sponsor.

8. The Sponsor, its successors and assigns shall, upon request, permit inspection of the property, equipment, buildings and other facilities of the development and also permit examination and audit of its books, contracts, records, documents and papers by representatives duly authorized by the City. Any such inspection, examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.

9. A notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the City to the Sponsor, it shall be addressed to Asbury Park Gardens Preservation, LLC, c/o HVPG, 200 Vesey Street, 24th Floor, New York, NY 10281, or to such other address as the Sponsor may hereafter designate in writing.

(b) When sent by the Sponsor to the City, it shall be addressed to Clerk, City Manager, and Chief Financial Officer of the City of Asbury Park, One Municipal Plaza, Asbury Park, NJ 07712 or to such other address as the City may designate in writing.

10. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement. Sponsor agrees that it will not sell, assign or transfer any ownership interest of the Subject Property to any corporation, association or entity, without such corporation, association or entity qualifying under the HMFA Law or such other applicable state law and without the express approval of the City by resolution, which approval shall not be unreasonably withheld.

Notwithstanding the foregoing, the City agrees that (i) Sponsor may collaterally assign this Agreement to an Institutional Lender and (ii) the tax exemption authorized by the Agreement shall not terminate due to a foreclosure or a deed in lieu of foreclosure of any mortgage or deed of trust in favor of Institutional Lender, provided that the affordability controls remain in place. As used herein, "Institutional Lender" means (i) KeyBank National Association, (ii) Freddie Mac, (iii) Fannie Mae and/or (iii) any other entity that is a federal, state, or local housing finance agency, a state or local governmental entity, a bank (including savings and loan association or insured credit union), a mortgage company, an insurance company, or a pension and/or profit sharing fund or trust.

11. Upon the termination of the tax exemption provided herein, whether by the City, by affirmative action of the Sponsor, its successors and assigns, by virtue of the provisions of the applicable statute, including the HMFA Law, or by the expiration of the term of this Agreement, the Subject Property shall, upon such termination, be subject to taxation in accordance with the Local Property Tax Law, N.J.S.A. 54:4-1 et seq. Upon the occurrence of a failure to pay the annual PILOT, the City, among its other remedies, reserves the right to proceed against the Subject Property in the manner provided by N.J.S.A. 54:5-1 et seq. (the "Tax Sale Law"), and any act supplementary or amendatory thereto provided it complies with the notice and cure provisions set forth in Section 6 before commencing any legal action. The annual PILOT shall be deemed and regarded as taxes for purposes of the Tax Sale Law.

12. In the event of a breach of this Agreement by either party hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, after complying with the notice and cure provisions in Section 7, either party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

13. It is expressly agreed and understood that the payment of the annual PILOT on a current basis by the Sponsor, its successors and assigns is a material condition to the right of such party to enjoy the benefits of the tax exemption granted by this Agreement.

14. The Sponsor shall make payments to the City for applicable utility fees and municipal charges that create a lien on parity with or superior to the lien for the PILOT, including water and sewer charges, as required by law. Nothing herein is intended to release the Sponsor from its obligation to make such payments.

15. The Parties recognize and agree that, in consideration for the granting of this tax exemption on all property taxes on the property during the term of this Agreement, the Sponsor and the Project shall not be eligible for solid waste collection services or for the reimbursement for solid waste collection services provided to certain multi-family housing projects under N.J.S.A. 40:66-1.3.

16. This Agreement shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Monmouth County, New Jersey, and the Parties hereby waives all objections to such venue. Notwithstanding the above, the Parties may, upon mutual written consent, pursue alternate dispute resolution (such as mediation or binding arbitration) to attempt to resolve any issues or disputes arising from this Agreement.

17. If any term, covenant or condition of this Agreement shall be deemed invalid or unenforceable by a final and unappealable judgment of a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby and each surviving term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. The Sponsor represents that it has full authority to enter into this Agreement and has complied with all standards and bylaws applicable to formalize the approval of this Agreement.

19. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce

or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

IN WITNESS WHEREOF, the Parties hereto have caused these provisions to be executed as of the day and date first above written.

ASBURY PARK GARDENS
PRESERVATION, LLC
By: HVPG Asbury Park Gardens, LLC, a
Delaware limited liability company, its
managing member

CITY OF ASBURY PARK

By: _____
Jason Bordanick, Managing Member

By: _____

WITNESS:

WITNESS:

By: _____

By: _____

EXHIBIT A
Calculation of Estimated PILOT Payment

Projected Year One:

Gross Potential Rental Income	\$5,861,868
Minus Vacancy -7.00%	(410,331)
Effective Gross Income	5,451,537
Minus Utilities (Gas, Electric, Water, Sewer)	(363,517)
Total Base	<u>\$5,088,020</u>
PILOT Rate 9%	\$457,922
2% Annual Administrative Fee	\$9,158

EXHIBIT B
Exemption Application

APPLICATION FOR LONG TERM TAX EXEMPTION
(COMMERCIAL/RESIDENTIAL/CONDOMINIUM PROJECT)



Rendering of Proposed Playground

OFFICE OF THE
CITY MANAGER
MUNICIPAL BUILDING
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07102

Asbury Park Gardens Preservation, LLC
Name of Applicant

Asbury Park Gardens Preservation, LLC
c/o HVP, 200 Vesey Street, 24th Floor, New
York, NY 10281
Address of Applicant

1100 Atlantic Ave, Asbury Park, NJ 07712
Lot 10 Block 1205

120 Monmouth Ave, Asbury Park, NJ 07712
Lot 1 Block 1202 and Lot 1 Block 1204
Address of Project Site

THE UNDERSIGNED, ON BEHALF OF AND WITH THE POWER AND INTENT TO BIND THE APPLICANT, HEREBY CERTIFIES TO THE CITY AS FOLLOWS, AND HEREBY ACKNOWLEDGES THAT THE STATEMENTS CONTAINED HEREIN ARE MADE IN INDUCEMENT OF A TAX ABATEMENT PURSUANT TO THE LONG TERM TAX EXEMPTION LAW:

SECTION A: APPLICANT INFORMATION

1. Name of Applicant:

Asbury Park Gardens Preservation, LLC

2. Address of Applicant:

Asbury Park Gardens Preservation, LLC
c/o HVPG, 200 Vesey Street, 24th Floor, New York, NY 10281

SECTION B: PROPERTY INFORMATION

3. Identification of Property:

- a. State the street address of the proposed project site (the "Project Site"), according to the currently effective tax map of the City (the "Official Map"):

1100 Atlantic Ave, Asbury Park, NJ 07712

120 Monmouth Ave, Asbury Park, NJ 07712

- b. State the block and lot number(s) corresponding to the Project Site on the Official Map:

1100 Atlantic Ave, Asbury Park, NJ 07712

Lot 10 Block 1205

120 Monmouth Ave, Asbury Park, NJ 07712

Lot 1 Block 1202 & 1204

- c. Identify the designated Redevelopment Area or applicable zone district in which the Project Site is located:

N/A- Existing Affordable Housing Property

- d. Attach a metes and bounds description of the Project Site.

See attached Exhibit A.

- e. Attach a sealed copy of a survey of the Project Site OR provide a plotting thereof drawn from the Official Map.
See attached Exhibit B.

4. Current Assessment and Tax Status of the Project Site:

a. Current Assessment

<u>BLOCK</u>	<u>LOT</u>	<u>LAND</u>	<u>IMPROVEMENTS</u>	<u>TOTAL</u>
<u>1205</u>	<u>10</u>	<u>\$1,800,000</u>	<u>\$5,213,200</u>	<u>\$7,013,200</u>
<u>1202</u>	<u>1</u>	<u>\$1,120,000</u>	<u>\$4,457,600</u>	<u>\$5,577,600</u>
<u>1204</u>	<u>1</u>	<u>\$480,000</u>	<u>\$1,395,800</u>	<u>\$1,875,800</u>

b. Current Tax Status

<u>BLOCK</u>	<u>LOT</u>	<u>REAL PROPERTY BALANCE</u>	<u>WATER/SEWER</u>	<u>TOTAL</u>
<u>1205</u>	<u>10</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
<u>1202</u>	<u>1</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
<u>1204</u>	<u>1</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>

c. Merger

If the Project Site is comprised of more than one lot on the Official Map, the Applicant hereby represents to the Mayor and Council that the Applicant will simultaneously herewith apply to the Planning Board upon site plan approval in writing for a merger of the lots into one or more lots, as proper land assessment requires. Applicant's failure to make such petition shall permit the assessor to make a merger of lots in a manner deemed appropriate to him or her and the Applicant shall be bound thereby and to the merger's effective date and the valuation of the land.

Existing property. There is no change to the Lots and Blocks

SECTION C. MUNICIPAL ASSISTANCE REQUESTED

5. What type of Long-Term Tax Exemption/PILOT is the Applicant requesting? (Note: if the proposed project incorporates more than one type of use, identify the type of Long-Term Tax Exemption/PILOT requested for each use.)

a. _____ Long Term Commercial.

Industrial Project with an annual service charge equal to fixed percent of annual gross revenue (*N.J.S.A. 40A:20-12*).

b. _____ Long Term Commercial.

Industrial Project with an annual service charge equal to 2% of total project cost (*N.J.S.A. 40A:20-12*). (Owner Occupied only).

c. _____ Long Term Residential Project.

Annual service charge based on the formula established pursuant to *N.J.S.A. 40A:20-12(b)(1)*.

d. _____ Long Term Residential Condominium.

Annual service charge based on the formula established pursuant to *N.J.S.A. 40A:20-12(b)(1)*.

***Long term affordable housing properties. The applicant seeks to extend existing PILOTS under the NJHMFA statute, N.J.S.A. 55:14K-37 and consolidate the two PILOTS**

6. The requested duration of Long-Term Tax Exemption/PILOT is 35 years.

SECTION D: PROJECT INFORMATION

7. Describe the proposed project. Include a detailed description of the improvements to be made to the Project Site that includes, but is not limited to; the housing type(s) proposed, number of residential units, number of affordable housing units, floor area of commercial space, number of surface parking spaces, number of structured parking spaces, and number of building stories.

The applicant is the proposed purchaser for this project. The proposed project involves the rehabilitation and preservation of Asbury Park Gardens, consisting of two adjacent existing multifamily properties, Stephen Manor and Vita Gardens, both located in Asbury Park, NJ. This project will ensure the long-term affordability of the property and improve living conditions for residents, with no displacement of tenants. The properties are under one ownership but currently have two separate NJHMFA PILOTs. A extension of the existing 8.5% rate NJHMFA PILOT is requested and a consolidation of the two PILOTs into one. This would benefit the City by substantially increasing the PILOT amount received by the City (see Exhibit D) while preserving and rehabilitating affordable housing.

Housing Types:

Stephen Manor at 1100 Atlantic Ave consists of 8 two-story buildings, offering a mix of 1-bedroom, 2-bedroom, and 3-bedroom units. Vita Gardens at 120 Monmouth Ave consists of 7 two- to three-story buildings, offering 1-bedroom, 2-bedroom, 3-bedroom, and 4-bedroom units. Larger units above 3BR are rare in affordable housing.

Number of Residential Units: The project encompasses 170 total residential units, including 90 units at Stephen Manor and 80 units at Vita Gardens.

Number of Affordable Housing Units: All units are affordable under either the existing HUD Section 8 HAP contracts and a Low Income Housing Tax Credit agreement. Affordability will be extended by entering into new HUD HAP contracts.

Floor Area of Commercial Space: There is no commercial space included in the project, as it is entirely residential.

Number of Surface Parking Spaces: The project site provides 137 surface parking spaces for residents.

Number of Structured Parking Spaces: No structured parking is planned as part of this project.

Number of Building Stories: Buildings range from two to three stories.

Project Improvements:

HVPG plans a \$6.7 million tenant-in-place renovation, inclusive of GC fees, (~\$39,300 per unit) aimed at addressing key capital needs without displacing any residents. The proposed upgrades include:

Unit Upgrades: The kitchen upgrades in the units include new tile backsplashes, new sinks with low-flow faucets, upgraded kitchen cabinets, new ranges, new range hoods equipped with fire suppression canisters, new refrigerators, new microwaves, quartz countertops, and new LED light fixtures. The bathroom upgrades in the units include new low-flow toilets, Watersense showerheads, new tub spouts and handles, new bathroom vanities with low-flow faucets, new bathroom accessories, new medicine cabinets, and new LED lights.

Security System Enhancements: Adding new, 24/7 monitored security cameras to increase resident safety.

Community Amenities: Adding free Wi-Fi, bike racks, parcel lockers, updating playground, computer lab, significant resident services and creating a community garden to enhance the quality of life for residents.

8. Provide a detailed breakdown of the total estimated project cost. Attach substantiation of the assumptions utilized and attach a signed and sealed architect's certification as to the construction costs. Please also see N.J.S.A. 40A:20-8 and comply therewith.

See attached SOW as Exhibit C.

9. Provide a detailed spreadsheet indicating of the type of units along with square footage, bed/bath count (if applicable), and projected estimated monthly or annual rents of each.

	SF	Annual Projected Rent
1 BR	641	\$ 976,920
2 BR	889	\$ 2,704,152
3 BR	1068	\$ 1,780,368
4 BR	1200	\$ 400,428

10. Identify the total estimated Annual Gross Revenue pursuant to N.J.S.A. 40A:20-3(h). Please attach a tentative financial plan for the Project, including but not limited to the following information, as appropriate: schedule of rents, estimated expenditures for operation and maintenance, payments for interest, amortization of debt and reserves, payments to the City to be made pursuant to a financial agreement to be entered into with the City, and anticipated rate of return (to demonstrate satisfaction of constitutional but-for test).

See Attached Exhibit D.

11. Describe the method of financing the project, including but not limited to a recapitulation of relevant financing terms (to the extent known), and the identification of funding sources.

We are utilizing Fannie Mae's 35-year amortization fixed-rate financing to fund the rehabilitation of Asbury Park Gardens, ensuring long-term affordability and stability for the project. Hudson Valley Property Group is the manager of a social impact preservation fund, Hudson Valley Preservation Fund II (HVPF II). Equity from HVPF II will also be used as a source. The proposed transaction employs a creative public-private partnership model that makes affordable housing preservation feasible.

12. Provide an estimated project schedule, including the anticipated project completion date.

We are targeting a February 2025 closing. We estimate a 12-month construction timeline, anticipated to complete by March 2026. After the closing, construction mobilization will begin within 30 days, with site preparation and apartment rehabilitation advancing throughout the year.

13. Disclosure Statement:

- a. Name of Corporation, Partnership or Entity:

Asbury Park Gardens Preservation, LLC

- b. Principal place of business:

**Asbury Park Gardens Preservation, LLC
c/o HVPF, 200 Vesey Street, 24th Floor, New York, NY 10281**

- c. Name of statutory agent and address upon whom legal process may be served is:

**Hudson Valley Property Group
200 Vesey Street
24th Floor
New York, NY 10281**

- d. Incorporated in the State of Delaware

The following represents the name and addresses of all stockholders or partners owing a 10% or greater interest in the above corporation or partnership. If one or more of the above named is itself a corporation, partnership, or entity, I have annexed hereto the names and addresses of anyone owing a 10% or greater interest therein.

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Percent Owned</u>
HVPF Asbury Park Gardens, LLC	200 Vesey Street, 24 th Floor New York, NY 10281	99.99%
Hudson Valley Preservation Fund II, LLC	200 Vesey Street, 24 th Floor New York, NY 10281	100% of HVPF Asbury Park Gardens, LLC <i>*no owners with more than 25% ownership</i>

e. Name of Directors

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Title</u>
<u>N/A</u>		

14. List all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any agreement concerning tax exemption that is currently in force and effect with the City of Asbury Park.

<u>Name</u>	<u>Name of Urban Renewal Entity</u>
<u>N/A</u>	

15. List all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any other contract or agreement that is currently in force and effect with the City of Asbury Park.

<u>Name</u>	<u>Type of Contract or Agreement</u>
<u>N/A</u>	

16. Describe the number and manner of temporary jobs (including skill level and any certifications or memberships needed) to be created by the Project during the construction period. Also describe the number and manner of permanent jobs (including skill level and any certifications or memberships needed) to be created by the Project within one year after completion

According to data from the National Association of Home Builders (NAHB), for every \$133,000 in construction costs, we will create 1 job. This figure is derived by dividing the

total construction costs by the number of jobs created. It reflects the substantial investment required in construction projects, encompassing labor, materials, and other project-related expenses. For our project, this would translate to ~50 jobs.

17. Provide any further information that you wish the City to consider, for example, public benefits that will accrue to the City, its residents or the surrounding community from construction of the Project. (For illustrative purposes only: Will the undertaking of the Project include the remediation of any environmental hazards? Will the Project serve to enhance, preserve or reuse any property or building of historic interest? Will the Project provide expanded or rehabilitated open space or recreational facilities?)

On top of the in-unit renovation, we will be enhancing a playground at the property, providing EV charging, and improving security. We will be providing a community garden, bike racks and new site furniture. This is not a historic property.

18. The proposed Project complies with the _____ (insert name of redevelopment plan) as adopted and on file with the City Planning Board.

N/A- Current affordable housing property.

19. The undertaking conforms to all applicable municipal ordinances, its completion will meet an existing need, and the Project accords with the Master Plan of the City as it currently exists or as it will be amended.

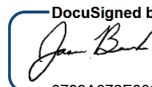
N/A- Existing affordable housing property. We do not anticipate any amendments.

20. The construction of the Project has not commenced nor will it commence prior to the final approval and execution of a Financial Agreement between the City and the Applicant.

21. No office or employee of the City has any direct or indirect personal or financial interest in the Project which is the subject of this application.

22. Please state any exception(s) to the statements made (#1 to #21 above).

23. I certify that all the foregoing statements made by me are true. I am aware that if of the foregoing statements made by me are willfully false, I am subject to punishment.

DocuSigned by:

 0789A672E300474...

Signature
 Jason Bordainick, Authorized Signatory

10/29/2024

Date

Applicant(s) shall submit ten (10) copies executed in the original. Where the Applicant is other than an individual person, the signature on the application shall be certified as to its authenticity and authority by the submission of a notarized corporate resolution bearing the seal of the corporation and the signature of the secretary of the corporation or similar bona fide evidence.

ASBURY PARK GARDENS PRESERVATION, LLC**CERTIFICATE OF AUTHORITY**

The undersigned does hereby certify that the following statements are true and correct:

1. HVPG Asbury Park Gardens, LLC, a Delaware limited liability company (the "Managing Member") is the managing member of Asbury Park Gardens Preservation, LLC, a Delaware limited liability company (the "Company").
2. Each of Jason Bordainick and Andrew Cavalluzzi, as Managers of the Managing Member, have the power and authority acting alone, to cause the Company to enter into and perform and, if applicable, to negotiate and finalize and to amend and modify those certain agreements, documents, matters, and other items in connection with the PILOT application, and execution of any financial agreement required in connection with the PILOT application (collectively referred to as the "Agreements"). All holders and owners of all right, title and interest in the Company have, to the extent required by all applicable agreements, executed and delivered all consents necessary to authorize the Managing Member to execute all Agreements to which the Company is a party. No further consent of any member or manager in the Company shall be necessary for the Managers of the Managing Member to exercise all power and authority on behalf of the Company in connection with the rights, duties and obligations of the Company under the Agreements to which the Company is a party.

DATED as of the 11th day of October, 2024.

ASBURY PARK GARDENS PRESERVATION, LLC

a Delaware limited liability company

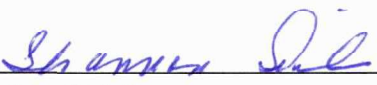
By: HVPG Asbury Park Gardens, LLC, a Delaware limited liability company
its managing member

By: _____

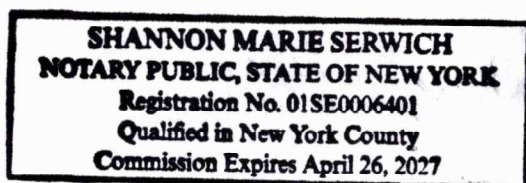

Jason Bordainick
Manager

State of New York
County of New York

On the 11th day of October in the year 2024 before me, the undersigned personally appeared Jason Bordainick personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument an acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
State of New York



EXHIBIT

A

Issued By:

SCHEDULE A



**Fidelity National Title
Insurance Company**

(Continued)

2446 CHURCH ROAD, TOMS RIVER NJ 08753 PHONE: 888-848-5365 FAX: 732-255-4108

Your Ref: ASBYPK GARDENS

Policy No.

PROFORMA

**LEGAL DESCRIPTION
EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AND IS DESCRIBED AS FOLLOWS:

TRACT 1:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF ATLANTIC AVENUE WITH THE WESTERLY LINE OF SPRUCE STREET; THENCE

1. SOUTH 85 DEGREES 59 MINUTES 35 SECONDS WEST 133.50 FEET ALONG THE NORTHERLY LINE OF ATLANTIC AVENUE TO THE POINT OF INTERSECTION OF THE EASTERLY LINE OF MONMOUTH AVENUE; THENCE
2. NORTH 04 DEGREES 00 MINUTES 25 SECONDS WEST 262.30 FEET ALONG THE EASTERLY LINE OF MONMOUTH AVENUE TO THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF JEFFERSON AVENUE EXTENDED EASTERLY; THENCE
3. NORTH 85 DEGREES 59 MINUTES 35 SECONDS EAST 133.50 FEET ALONG THE SOUTHERLY LINE OF JEFFERSON AVENUE EXTENDED EASTERLY TO THE POINT OF INTERSECTION OF THE WESTERLY LINE OF SPRUCE STREET; THENCE
4. SOUTH 04 DEGREES 00 MINUTES 25 SECONDS EAST 262.30 FEET ALONG THE WESTERLY LINE OF SPRUCE STREET TO THE POINT OF INTERSECTION ON THE NORTHERLY LINE OF ATLANTIC AVENUE AND THE POINT AND PLACE OF BEGINNING.

BEING IN ACCORDANCE WITH A SURVEY PREPARED BY KCI TECHNOLOGIES DATED AUGUST 30, 2011, LAST REVISED MAY 2, 2012, JOB NO. 29110593.

TRACT 2:

BEGINNING AT THE POINT OF INTERSECTION OF EASTERLY LINE OF ATKINS AVENUE (AS WIDENED TO 55 FEET) WITH THE NORTHERLY LINE OF ATLANTIC AVENUE; THENCE

1. NORTH 23 DEGREES 37 MINUTES 37 SECONDS EAST 262.30 FEET ALONG THE EASTERLY LINE OF ATKINS AVENUE TO THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

ALTA Owner 6/17/06

NJ-23809-RAM-27-306--1- -2011-80378

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Attachment: Exhibit B to PILOT Agreement for packet (2024-520 : Pilot Agreement With Asbury Park Gardens Preservation, LLC For The Vita

Issued By:

SCHEDULE A



**Fidelity National Title
Insurance Company**

(Continued)

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Your Ref: ASBYPK GARDENS

Policy No.

PROFORMA

EXHIBIT A

LEGAL DESCRIPTION (Continued)

JEFFERSON AVENUE; THENCE

2. SOUTH 66 DEGREES 22 MINUTES 23 SECONDS EAST 65.26 FEET ALONG THE SOUTHERLY LINE OF JEFFERSON AVENUE TO A POINT OF CURVE; THENCE

3. CONTINUING ALONG THE SOUTHERLY LINE OF JEFFERSON AVENUE ALONG A CURVE BEARING TO THE LEFT WITH A RADIUS OF 309.42 FEET AN ARC DISTANCE OF 149.23 FEET TO A POINT OF TANGENCY; THENCE

4. NORTH 85 DEGREES 59 MINUTES 35 SECONDS EAST 137.85 FEET STILL ALONG THE SOUTHERLY LINE OF JEFFERSON AVENUE TO THE POINT OF INTERSECTION OF THE WESTERLY LINE OF MONMOUTH AVENUE; THENCE

5. SOUTH 04 DEGREES 00 MINUTES 25 SECONDS EAST 262.30 FEET ALONG THE WESTERLY LINE OF MONMOUTH AVENUE TO THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF ATLANTIC AVENUE; THENCE

6. SOUTH 85 DEGREES 59 MINUTES 35 SECONDS WEST 137.85 FEET ALONG THE NORTHERLY LINE OF ATLANTIC AVENUE TO A POINT OF CURVE; THENCE

7. CONTINUING ALONG THE NORTHERLY LINE OF ATLANTIC AVENUE ALONG A CURVE BEARING TO THE RIGHT WITH A RADIUS OF 571.72 FEET AN ARC DISTANCE OF 275.74 FEET TO A POINT OF TANGENCY; THENCE

8. NORTH 66 DEGREES 22 MINUTES 23 SECONDS WEST 65.26 FEET STILL ALONG THE NORTHERLY LINE OF ATLANTIC AVENUE TO THE POINT OF INTERSECTION OF THE EASTERLY LINE OF ATKINS AVENUE, AS WIDENED, AND THE POINT AND PLACE OF BEGINNING.

BEING IN ACCORDANCE WITH A SURVEY PREPARED BY KCI TECHNOLOGIES DATED AUGUST 30, 2011, LAST REVISED MAY 2, 2012, JOB NO. 29110593.

TRACT 3:

BEGINNING at a point in the westerly line of Prospect Avenue, as widened, said point being distant 200.00 feet southerly from the intersection of the westerly line of Prospect Avenue, as widened, with the

ALTA Owner 6/17/06

NJ-23809-RAM-27-306--1- -2011-80378

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Attachment: Exhibit B to PILOT Agreement for packet (2024-520 : Pilot Agreement With Asbury Park Gardens Preservation, LLC For The Vita

Issued By:

SCHEDULE A



**Fidelity National Title
Insurance Company**

(Continued)

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Your Ref: ASBYPK GARDENS

Policy No.

PROFORMA

EXHIBIT A

LEGAL DESCRIPTION (Continued)

southerly line of Atlantic Avenue; thence

1. South 04 degrees 00 minutes 25 seconds East, 224.14 feet along the westerly line of Prospect Avenue, as widened, to a point; thence
2. South 85 degrees 59 minutes 35 seconds West, 82.99 feet to a point; thence
3. North 49 degrees 00 minutes 25 seconds West, 86.15 feet to a point; thence
4. North 89 degrees 10 minutes 25 seconds West, 153.13 feet to a point; thence
5. North 66 degrees 24 minutes 23 seconds West, 390.66 feet to a point in the Easterly line of Union Avenue; thence
6. North 04 degrees 10 minutes 43 seconds West, 96.90 feet along the easterly line of Union Avenue to a point; thence
7. South 89 degrees 20 minutes 43 seconds East, 150.00 feet to a point; thence
8. North 04 degrees 10 minutes 43 seconds West, 84.61 feet to a point in the southerly line of Atlantic Avenue; thence
9. North 85 degrees 59 minutes 35 seconds East, 293.74 feet (293.77 FEET, PRIOR DEED) along the southerly line of Atlantic Avenue to a point; thence
10. South 04 degrees 00 minutes 25 seconds East, 200.00 feet to a point; thence
11. North 85 degrees 59 minutes 35 seconds East, 200.00 feet to the westerly line of Prospect Avenue, as widened, and the point and place of BEGINNING.

THE ABOVE DESCRIPTION IS DRAWN IN ACCORDANCE WITH A SURVEY PREPARED BY KCI THECNOLOGIES DATED SEPTEMBER 9, 2011, LAST REVISED TO MAY 2, 2012, JOB NO. 29110892.

ALTA Owner 6/17/06

NJ-23809-RAM-27-306--1- -2011-80378

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Attachment: Exhibit B to PILOT Agreement for packet (2024-520 : Pilot Agreement With Asbury Park Gardens Preservation, LLC For The Vita

Issued By:

SCHEDULE A



**Fidelity National Title
Insurance Company**

(Continued)

2446 CHURCH ROAD, TOMS RIVER NJ 08753 PHONE: 888-848-5365 FAX: 732-255-4108

Your Ref: ASBYPK GARDENS

Policy No.

PROFORMA

EXHIBIT A

LEGAL DESCRIPTION (Continued)

BEING ALSO KNOWN AS (REPORTED FOR INFORMATIONAL PURPOSES ONLY):

Block 82, Lot 1 (TRACT 1) on the official tax map of the CITY OF ASBURY PARK, County of Monmouth, State of New Jersey

Block 83, Lot 1 (TRACT 2) on the official tax map of the CITY OF ASBURY PARK, County of Monmouth, State of New Jersey

Block 81.01, Lot 2 (TRACT 3) on the official tax map of the CITY OF ASBURY PARK, County of Monmouth, State of New Jersey

ALTA Owner 6/17/06

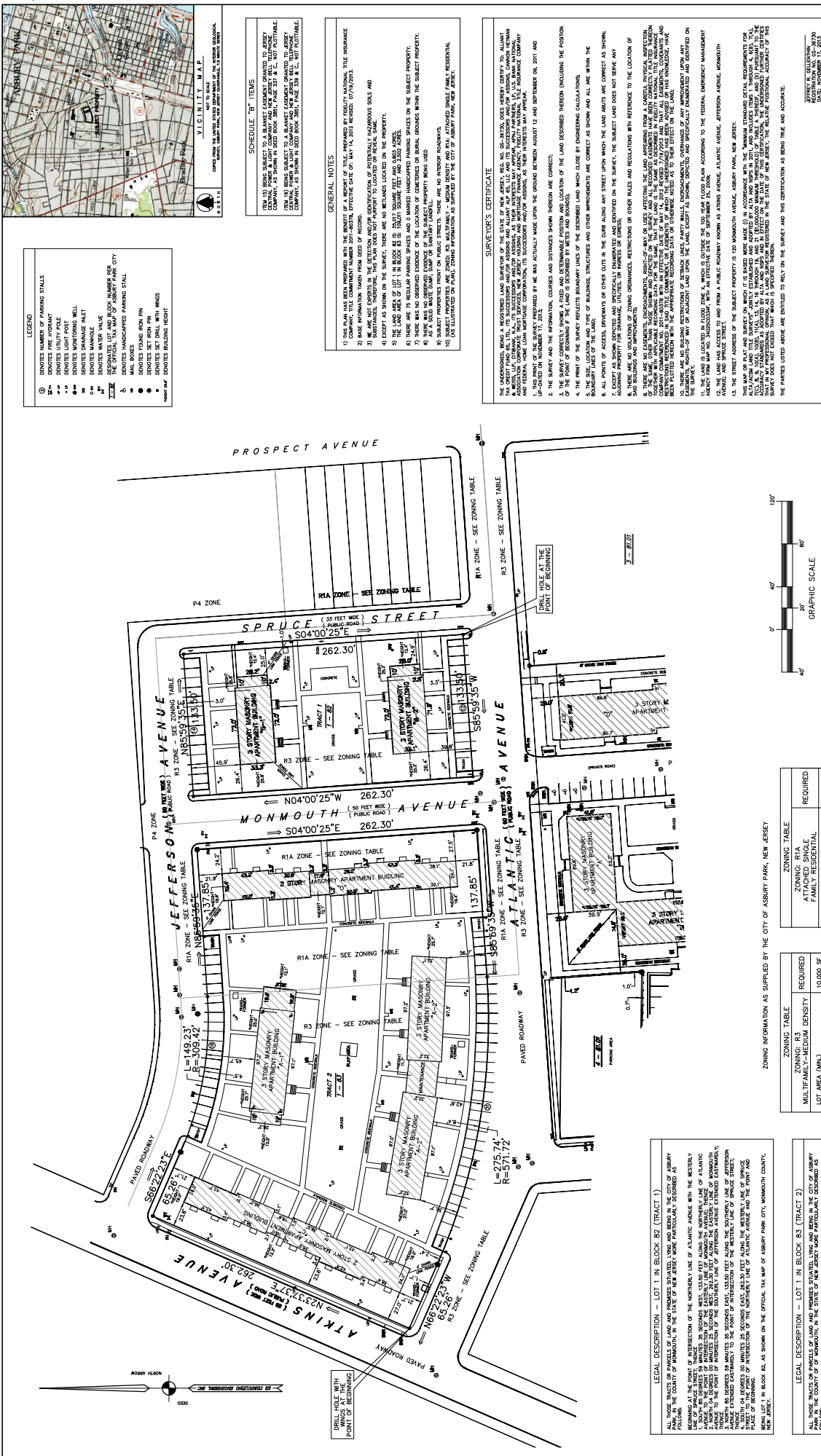
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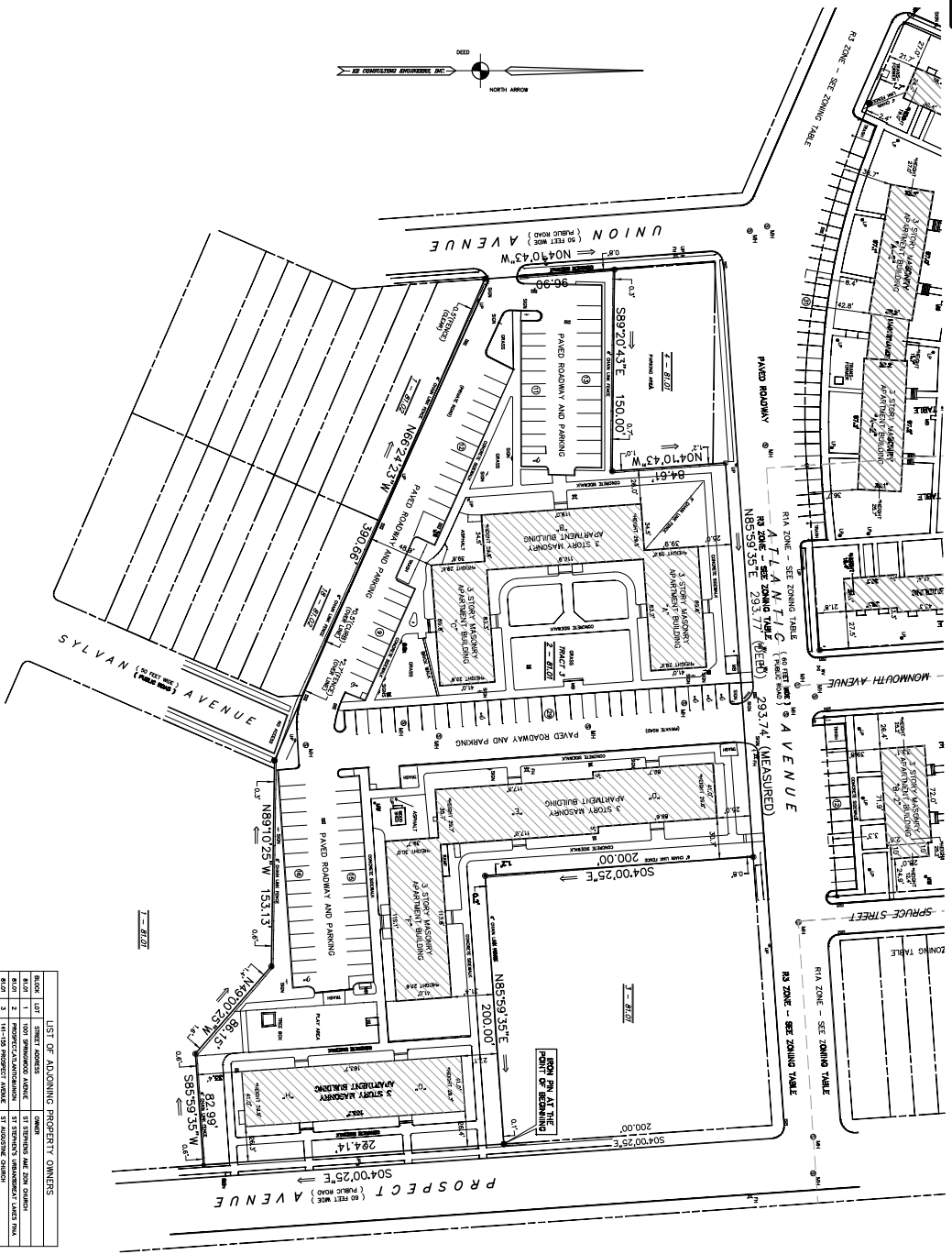
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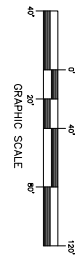
EXHIBIT B



[illegible]

ZONING TABLE	
ZONING: R3 MULTIFAMILY-MEDIUM DENSITY	REQUIRED
LOT AREA (SQ. FT.)	10,000 SF
LOT FRONTAGE (MIN)	30 FT
LOT WIDTH (MIN)	30 FT.
SIDE YARD SETBACK (MIN)	6 FT
SIDE YARD SETBACK (MAX)	14 FT
FRONT YARD SETBACK (MIN)	30 FT
REAR YARD SETBACK (MIN)	30 FT
BUILDING HEIGHT (MAX)	60 FT

LEGEND	
①	DENOTES NUMBER OF PARKING SPACES
24"	DENOTES TIRE HUBSPACER
4"	DENOTES UTILITY POLE
●	DENOTES MONITORING WELL
■	DENOTES GROUNDWATER MILET
○	DENOTES MANHOLE
○	DENOTES WATER VALVE
<u>2-2</u>	DENOTES LOCATION OF SIGN NUMBER
○	DENOTES LOCATION OF SIGN NUMBER FOR CITY
○	DENOTES LOCATION OF SIGN NUMBER FOR STATE
○	DENOTES UNIMPAVED PARKING SPALL
○	MAIL BOXES
○	DENOTES FOUND ROAD PAV
○	DENOTES SET IRON PIN
○	DENOTES SET IRON PIN WITH ANCHS
○	DENOTES FOUND CONCRETE MONUMENT (DISTURBED)
○	DENOTES BUILDING HEIGHT AT ROOF PEAK



BLK/CD	LOT	STREET ADDRESS	OWNER
B1/01	1	1001 SPANWOOD AVENUE	ST STEPHENS AMB ZION CHURCH
B1/01	2	PROSPECT LUMBERLAND DRIVE	ST STEPHENS LUTHERAN CHURCH
B1/01	3	141-105 PROSPECT AVENUE	ST STEPHENS CHURCH
B1/02	1	130 UNION AVENUE	SECOND BAPTIST CHURCH
B1/02	2	106 LARCH AVENUE	ANDERSON, LUBA
B1/02	18	117 SCLAY AVENUE	CITY OF ABBOTTS PARK

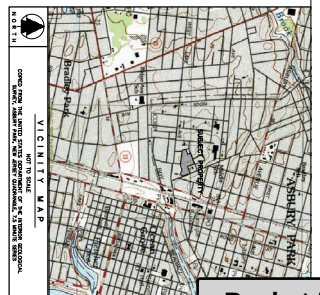
[illegible]

DATE: NOVEMBER 17, 2013	
DRAWN BY: JRG	
CHECKED BY: SMG	
SCALE: 1"=40'	
JOB NO.: S13-056	Professional Civil Engineers & Land Surveyors Certificate of Authorization 242048317400 918 Kings Highway Haddon Heights, New Jersey 08035 856.310.5205 FAX-310.5507

ALTA/ACSM LAND TITLE SURVEY
OF
Lot 2, Block 81.01
also known as the
STEPHEN MANOR Apartments
SITUATE IN THE
CITY OF ANCHORAGE, ALASKA, HIGHLIGHTING THE AREA EFFECTUALLY

PARKING REQUIREMENTS

SUBJECT PROPERTY IS NOT AFFECTED BY CURRENT CITY PARKING REQUIREMENTS. P/LR BARBARA VAN WINKER, ZONING OFFICER OF THE CITY OF ASHBURY PARK, NEW JERSEY, 732-502-6708.



SCHEDULE "B" ITEMS

ITEM 12) BEING SUBJECT TO A RIGHT OF WAY AGREEMENT GRANTED TO THE CHESAPEAKE & POTOMAC ELECTRIC POWER COMPANY, AS SHOWN IN DEED BOOK 3384, PAGE 405 & C., NOT FORTHHELD.

ITEM 13) BEING SUBJECT TO A BLANKET EASEMENT GRANTED TO JESSEY CONWAY, POWER & LIGHT COMPANY AND NEW JERSEY ELECTRIC CORPORATION, AS SHOWN IN DEED BOOK 3724, PAGE 48 & C., NOT FORTHHELD.

ITEM 10) BEING SUBJECT TO A BLANKET EASEMENT GRANTED TO NEW JERSEY ELECTRIC COMPANY, AS SHOWN IN DEED BOOK 3737, PAGE 98 & C., NOT FORTHHELD.

[illegible][illegible]

EXHIBIT

C

Proprietary and Confidential Information Redacted

Attachment: Exhibit B to PILOT Agreement for packet (2024-520 : Pilot Agreement With Asbury Park Gardens Preservation, LLC For The Vita



HUDSON VALLEY
PROPERTY GROUP

James Lee
Hudson Valley Property Group
200 Vesey Street
New York, New York 10281
(e) jlee@hvpq.com
(c) 201-281-5925

October 10, 2024

City of Asbury Park

I, James Lee, Director of Design and Construction for Hudson Valley Property Group, have reviewed the attached construction costs related to the Asbury Park Gardens project and certify, to the best of my knowledge and belief, that these costs accurately represent the estimated construction costs of the project.

Signed,

James Lee
Director of Design and Construction

EXHIBIT D

Proprietary and Confidential Information Redacted

Attachment: Exhibit B to PILOT Agreement for packet (2024-520 : Pilot Agreement With Asbury Park Gardens Preservation, LLC For The Vita



HUDSON VALLEY PROPERTY GROUP

PIONEERING COMMUNITY PRESERVATION

PRESERVATION & RENOVATION OF AFFORDABLE HOUSING
ASBURY PARK GARDENS, ASBURY PARK, NJ

HVPG ACQUISITION/REHAB CASE STUDIES



NORTHGATE ONE APARTMENTS

NEW JERSEY FAMILY SECTION 8 ACQUISITION/REHAB
FALL 2025 projected construction completion



CAMDEN, NJ



321 UNITS



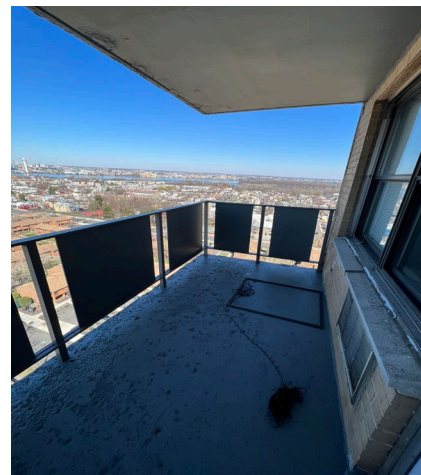
\$48MM Rehab



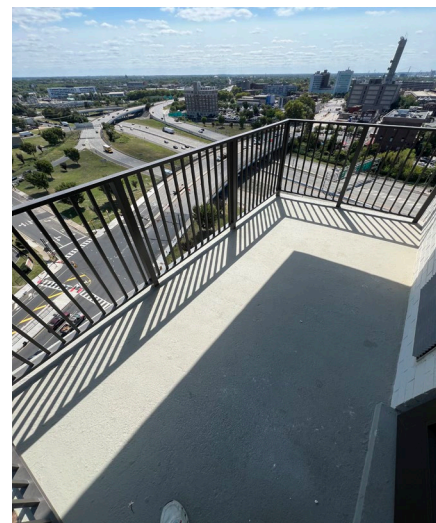
FAMILY

3.D.13.d

BEFORE:



AFTER:



From left to right before & after renovations: Exterior, Balcony, Bathroom, Kitchen

Attachment: Asbury Park PILOT Presentation Photos (2024-520 : Pilot Agreement With



VILLA VICTORIA

NEW JERSEY FAMILY SECTION 8 ACQUISITION/REHAB
COMPLETED 2020



NEWARK, NJ



194 UNITS



\$6MM RENOVATION



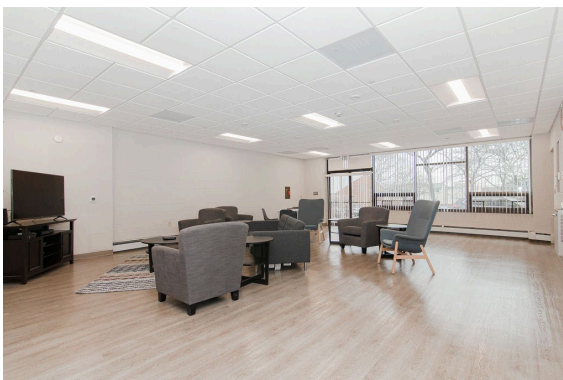
FAMILY

3.D.13.d

BEFORE: >>>>



AFTER:



From left to right, before & after renovation: community space, community kitchen, main entrance, laundry room



COMMUNITY GARDENS FWA CRESTBURY APARTMENTS

NEW JERSEY FAMILY SECTION 8 ACQUISITION/REHAB
SUMMER 2022 Construction COMPLETION



CAMDEN, NJ



391 UNITS



\$25.9MM RENOVATION



FAMILY

3.D.13.d

BEFORE:



AFTER:



From left to right before & after renovation: garden style exteriors, unit bathroom, unit kitchen

Attachment: Asbury Park PILOT Presentation Photos (2024-520 : Pilot Agreement With



COLT ARMS APARTMENTS

NEW JERSEY SENIOR SECTION 8 ACQUISITION/REHAB
COMPLETED 2017



PATERSON, NJ



207 UNITS



\$12MM RENOVATION



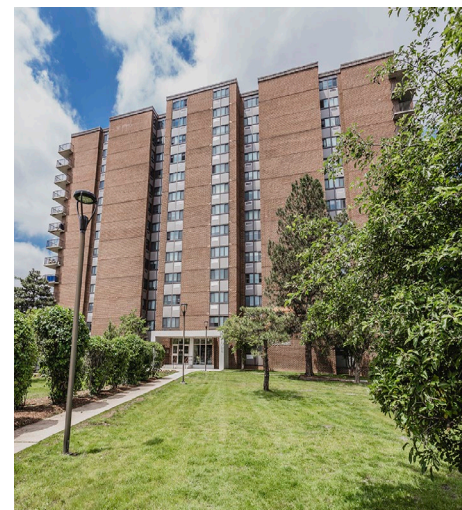
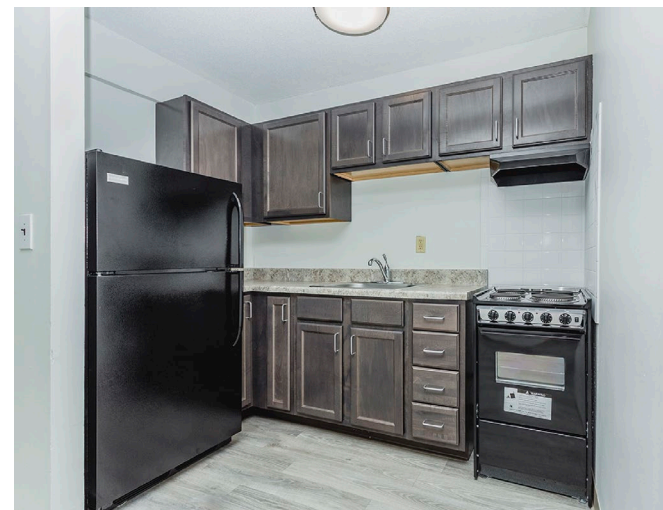
SENIOR

3.D.13.d

BEFORE:



AFTER:



Attachment: Asbury Park PILOT Presentation Photos (2024-520 : Pilot Agreement With

From left to right, before & after renovation: Unit kitchen, building exterior, roof

Bottom left: ribbon cutting event



BETHEL GARDENS

MARYLAND FAMILY SECTION 8 ACQUISITION/REHAB
COMPLETED 2018



HAGERSTOWN, MD



94 UNITS



\$8MM RENOVATION



FAMILY

3.D.13.d

BEFORE:



AFTER:



Attachment: Asbury Park PILOT Presentation Photos (2024-520 : Pilot Agreement With

From left to right, before & after renovation: management office, community room, unit kitchen
Bottom left: unit exterior (garden style complex)



WESTMINSTER HOUSE APARTMENTS

MARYLAND SENIOR SECTION 8 ACQUISITION/REHAB
COMPLETED 2018



BALTIMORE, MD



283 UNITS

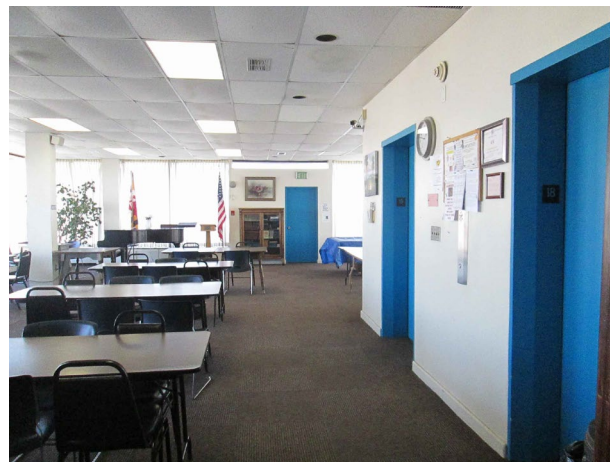


\$20MM RENOVATION

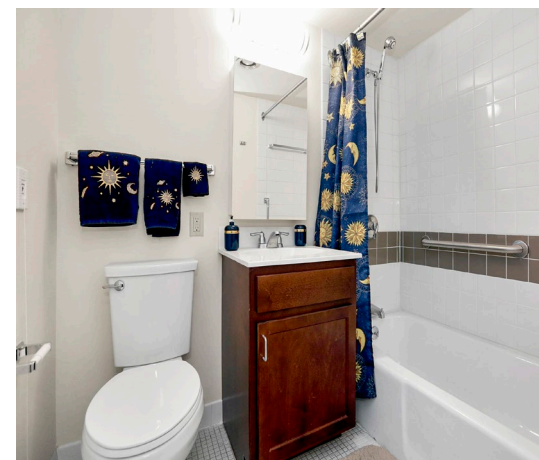
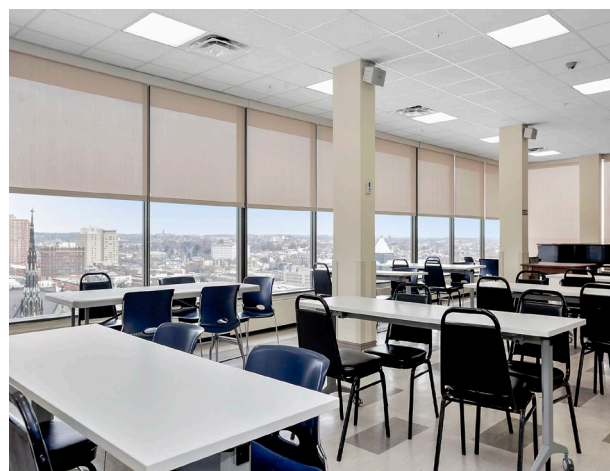


SENIOR

BEFORE:



AFTER:



Attachment: Asbury Park PILOT Presentation Photos (2024-520 : Pilot Agreement With

3.D.13.d

From left to right, before & after renovation: management office, community space, unit kitchen, unit bathroom

Asbury Park Gardens Asbury Park, NJ

Resident Relocation Plan

The purpose of this memo is to describe the Asbury Park Gardens relocation plan created to ensure the timely completion of the Scope of Work within the apartments and minimize the short- term inconvenience to each household. No resident is being displaced.

Temporary Relocation Plan

All apartment units at Asbury Park Gardens are slated for bathroom and kitchen renovations, and residents will remain in their units within the duration of the construction. Construction will take place between the hours of 8am- 5pm and will last no longer than a week per unit. Residents will have access to a designated amenity space within the property during the hours of construction and will be allowed back in their units after construction hours have ended.

General Information

- Residents of Asbury Park Gardens will not experience permanent relocation or displacement.
- The rehabilitation of Asbury Park Gardens includes the thorough renovation of the apartment buildings. Construction will be performed with a “tenant- in- place” relocation methodology. Construction phases and schedules will abide by HOME & HUD relocation guidelines and ensure that the daily way of life for residents will not be affected.

Phasing

- Renovations are currently planned for all units (kitchens and bathrooms); the precise phasing and schedule are still in development stages.

Financial Impact

- The cost of any renovation relocation expenses (boxes, tape etc.) will be paid directly from the development budget and not residents.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-521

The City's 2025 Reorganization Meeting is scheduled for Wednesday, January 15, 2025.



RESOLUTION NO. 2024-521

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

RESOLUTION SCHEDULING THE CITY'S 2025 REORGANIZATION MEETING FOR JANUARY 15, 2025

WHEREAS, N.J.S.A. 40:45A-1 states that the governing body of a municipality in which any of the members of the governing body are elected for terms commencing January 15 may, by resolution, fix the date and time of its annual organization or reorganization meeting at 12 o'clock noon on January 15, or at some other hour on any day during a seven-day period beginning on January 15; and

WHEREAS, this provision is applicable to the City of Asbury Park (the "City") given its charter and its status as a non-partisan municipality subject to the New Jersey "Uniform Non-Partisan Elections Law," N.J.S.A. 40:45-5, *et seq.*; and

WHEREAS, the Mayor and City Council of the City wish to schedule the City's 2025 Reorganization Meeting for Wednesday, January 15, 2025, at 2:00 p.m. (public portion), with an Executive Session to be held immediately prior thereto at 12:00 p.m.

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 the Reorganization Meeting of the City Council for the year 2025 will be held on Wednesday, January 15, 2025, at 2:00 p.m. (public portion), with an Executive Session to be held immediately prior thereto at 12:00 p.m.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-521 which was finally adopted by the City Council at a meeting held on the 11th day of December, 2024

CERTIFIED BY ME THIS 12th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 11, 2024
RESOLUTION SUMMARY

2024-499

Resolution authorizing a professional services contract to T&M Associates for the Design, Contract Administration and Inspection of Traffic Signal Installation at Grand & Sunset Avenues in the amount of \$110,323.00 utilizing Capital Funds.



RESOLUTION NO. 2024-499

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH T&M ASSOCIATES FOR DESIGN, CONTRACT ADMINISTRATION AND INSPECTION OF TRAFFIC SIGNAL INSTALLATION AT GRAND AND SUNSET AVENUES

WHEREAS, on November 5, 2024 the City of Asbury Park received a proposal for the Design, Contract Administration and Inspection of Traffic Signal Installation at Grand and Sunset Avenues from T&M Associates; and

WHEREAS, Section 40A:11-5(1)(a)(1) Exceptions of the Local Public Contracts Law allows for awarding of professional services without public bidding; and

WHEREAS, the not-to-exceed cost for the professional services as outlined in the proposal shall not exceed \$110,323.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account C-09-17-908-000-901 and the maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City Manager is hereby authorized to sign any contracts or documents associated with this activity.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Asbury Park, County of Monmouth, State of New Jersey, hereby awards T&M Associates a professional service contract for the Design, Contract Administration and Inspection of Traffic Signal Installation at Grand and Sunset Avenues as outlined in the scope of services provided on November 5, 2024 in a not-to-exceed amount of \$110,323.00.

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

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

NO. 2024-499 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 27th DAY OF November, 2024.

LISA ESPOSITO
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK0H-16002

November 5, 2024

Via Email

Lillian L. Nazzaro, City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

**Re: Traffic Signal Installation at Grand Avenue & Sunset Avenue
Scope and Fee Proposal for Design, Contract Administration, and Inspection**

Dear Ms. Nazzaro:

T&M Associates is pleased to submit this Scope and Fee Proposal for Surveying, Design, Contract Administration and Inspection Services associated with the Traffic Signal Installation at Grand Avenue & Sunset Avenue project. Based on discussions with City representatives, it is understood the existing signal will be fully upgraded to meet current MUTCD requirements, ADA curb ramps will be reconstructed to meet current regulations, and limited milling/paving will be performed within the intersection to the stop bars.

T&M will provide the professional engineering services to prepare construction drawings, contract documents and technical specifications suitable for public bid, assist the City during the public bid process, and provide contract administration and construction observation while the improvements are being constructed in accordance with the following Scope of Services:

A. PRE-DESIGN PHASE

1. We will provide field survey to obtain the necessary topographic information and prepare base maps for the bid documents. For the purpose of this proposal, we anticipate survey will extend 100' past the intersection PCs. In addition, the bandwidth along each approach to the intersection will extend 5' beyond the existing sidewalk/ROW or to the adjacent building face. Aerial utility lines will be surveyed to obtain facility elevations so that potential conflicts with the proposed traffic signal equipment can be identified and avoided.
2. Base maps will be prepared at a scale of 1" = 20'. Tax map accuracy right-of-way lines will be shown on the base maps.
3. Copies of the base maps will be forwarded to each utility company (and the City Department of Public Works) so they can verify the location and sizes of their facilities. We will also inquire whether they have plans for future relocation or expansion.
4. Turning Movement Counts will be conducted at the intersection, that will include vehicular, pedestrian, bicycle, and heavy truck volumes. These counts will be



Le: Lillian L. Nazzaro, Esq.
City Manager

Re: Proposal for Professional Engineering Services
Traffic Signal Installation at Grand Avenue & Sunset Avenue

conducted during a typical weekday from 7AM-6PM. It is expected that these counts will be performed after Labor Day. These counts will be utilized to perform LOS analysis and will form the basis for determining the traffic signal timing and operation. If it is determined that the City would like additional counts during the summer season, T&M will provide a separate proposal for the expanded scope.

5. Crash reports covering the most recent 3-year period will be obtained from the City police records to assess existing safety issues at the intersection. If necessary, the implementation of countermeasures to reduce crash rates at the intersection will be incorporated as they pertain to the scope of this project (traffic signal improvements).

B. DESIGN PHASE

1. Once field survey has been completed and base maps are prepared at a scale of 1"=20', a preliminary design for the intersection will be prepared. This preliminary plan will include the traffic signal layout, ADA curb ramp & sidewalk improvements, limits of paving, new striping, and the traffic signal timing/operation. This plan will be provided to the City for comment prior to moving forward with the final design/bidding documents.
2. Final construction plans will be prepared in AutoCAD and consist of the following:
 - a. Title Sheet with Key Map;
 - b. Standard Legend Sheet;
 - c. Construction and Layout Plan Sheets (1"=20');
 - d. ADA Curb Ramp Grading Sheet (1"=5');
 - e. Traffic Signal, Signing, and Striping Plan (1"=20');
 - f. Traffic Signal Electrical Plan (1"=20');
 - g. Maintenance and Protection of Traffic Plan; and
 - h. Construction/Electrical Details Sheet.
3. Quantities will be estimated by item, and a final construction cost estimate will be provided.



Le: Lillian L. Nazzaro, Esq.
City Manager

Re: Proposal for Professional Engineering Services
Traffic Signal Installation at Grand Avenue & Sunset Avenue

4. Specifications will be prepared in book form, in T&M Associates' format, based on the 2019 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction.
5. Project Specifications will be prepared in accordance with the City front end and supplemental technical specifications will be in accordance with NJDOT standards.
6. No permits are anticipated. We anticipate that there will be less than 5,000 square feet of disturbance related to sewer construction, and therefore an application for Soil Erosion and Sediment Control Certification will not be required.
7. We do not anticipate impacting the existing guiderail within the project limits, and as such, the fee does not account for any efforts associated with redesigning the guiderail. Should it be determined that guiderail replacement is necessary, we will provide a supplementary scope of services and associated fee adjustment for this work which must be authorized in writing prior to incurring any additional time charges.
8. We will submit final plans and specifications to the City for final review prior to the preparation of bid documents. Our proposal includes one project review meeting with City staff.

C. BIDDING PHASE

1. Upon completion of the plans and specifications, we will present the project to the City requesting approval and authorization to advertise the project for bids. T&M Associates will print and distribute the contract documents, including final plans and specifications, to prospective contractors. The cost of the printing will be offset by the purchase price of the plans and specifications.
2. T&M Associates will answer questions that arise during the bidding phase of the project, either from City officials or prospective bidders.
3. We will attend the receipt of bids with the appropriate municipal officials.
4. T&M Associates' representatives will assist City officials with the bid review process including an evaluation of the contractors' bid submissions. As part of this effort, T&M Associates will prepare a bid tabulation sheet comparing the various bids received, review the credentials of the low bidder, and prepare a recommendation for award.



Le: Lillian L. Nazzaro, Esq.
City Manager

Re: Proposal for Professional Engineering Services
Traffic Signal Installation at Grand Avenue & Sunset Avenue

D. CONSTRUCTION PHASE – CONTRACT ADMINISTRATION & INSPECTIONS

We will provide a part-time Project Manager and a part-time Inspector with additional support services from our office staff, as directed by the Project Manager. In addition, the Project Manager and Inspector will coordinate with the City, Contractor, Municipal Agencies, etc. The Inspector will be responsible to observe construction in an effort to determine if the work is installed in general accordance with the contract documents and standard construction practices. The following is a description of the services we will provide and the anticipated performance period for these services.

The specific scope of services includes the following:

1. Conduct a pre-construction meeting among the project participants, including the contractor, City officials, police, DPW, and utility representatives, and produce minutes of this meeting. Coordinate and review initial project submittals, including contract package, performance bond, insurance certificate, baseline project schedule, emergency contact lists, etc. Prepare for contractor mobilization. Pre-construction phase assumed to last one month.
2. Provide an inspector to conduct part-time (20 hrs/wk average) onsite construction observation during the construction contract to determine general conformance to the contract plans and specifications. Provide a Project Manager to conduct contract administration services. Based upon the City's needs, we have budgeted for 50 working days (10 weeks) of construction from start of on-site work to substantial completion. In addition, we anticipate an additional two weeks at the completion of the construction effort wherein closeout punchlist work, final vouchers and final change order will be accomplished. The total contract duration is expected to be no longer than 120 days.
3. Prepare job reports indicating weather, equipment, personnel and work accomplished on the project. Reports will be furnished to the City upon request.
4. Conduct periodic job meetings with representatives of the contractor, subcontractor, and utility companies, as determined by the Project Manager, to review progress, performance and to address any questions or problems that may arise. City representatives will be invited to attend these meetings. We will generate and distribute meeting minutes.



Le: Lillian L. Nazzaro, Esq.
City Manager

Re: Proposal for Professional Engineering Services
Traffic Signal Installation at Grand Avenue & Sunset Avenue

5. Administrate and review contractor submittals, including schedules, shop drawings, product data and samples and material certifications for general conformance with Contract Documents.
6. Review Contractor's monthly estimates of work performed, and invoices submitted for payment and make recommendations to the City for payment. Prepare monthly estimates of payment to the Contractor.
7. Perform final inspection. Prepare and administer corrective action lists and prepare final closeout documents, including Final Payment Certificate and Change Order.
8. Review and issue written recommendation to the City following receipt of a written claim or dispute from Contractor.
9. Prepare final closeout package, including Maintenance Bond, Releases, Final Payment Certificate and Change Order and coordinate Engineer's and Owner's execution of closeout documents.

Unforeseen conditions or change in design or scope that require additional inspection, coordination or contract administration effort are specifically excluded from this proposal. Should such conditions arise (i.e., unforeseen utility conflicts, utility damage as a result of the contractor's work, client requests, etc.) we will immediately assess the situation and provide the City with a supplemental services proposal which must be authorized in writing prior to incurring any additional time charges.

Our fee for contract administration and inspection services is based on the contractor meeting its contract completion dates as set forth in the contract documents and within the time indicated in section D.2. If the contractor is not substantially complete by that time and the delay is not excusable, and if our budget for contract administration and inspection services prior to substantial completion for that contract is fully expended, we will ask the City to either provide additional funding for the necessary engineering beyond the original authorization, or enforce the section of the contract allowing the City to deduct payment to the contractor in order to pay for continued engineering services.

Similarly, should our services be required beyond 8 hours on any day or any weekend time, we will also ask the City to enforce the section of the contract allowing the City to deduct payment to the contractor in order to pay for the excess hours. Should any or all of the delay be excusable, and our budget is depleted for that contract, we will prepare a proposal for our



ASPKOH-16002
November 5, 2024
Page 6 of 6

Le: Lillian L. Nazzaro, Esq.
City Manager

Re: Proposal for Professional Engineering Services
Traffic Signal Installation at Grand Avenue & Sunset Avenue

anticipated additional services. No additional work will commence without written authorization from the City.

We are prepared to initiate survey and design services immediately upon your authorization and based on this scope of services, we suggest the following fee breakdown to be billed monthly in accordance with our current contract with the City.

I.	Pre-Design, Design and Bidding Services (Items A thru C)	\$ 56,668.00
II.	<u>Construction Administration & Inspections (Item D)</u>	<u>\$ 53,655.00</u>
	Total Design and CA&I	\$110,323.00

On behalf of T&M Associates, I would like to thank you and the Governing Body for the opportunity to submit this proposal, and we look forward to working with you and members of your staff in the future.

Should you have any questions, or require additional information, please do not hesitate to call me directly.

Very truly yours,
T&M ASSOCIATES

JASON D. HARZOLD
CLIENT MANAGER/
PRINCIPAL PROJECT MANAGER

On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.
ASBURY PARK CITY ENGINEER

BTM:JDH:jdH

cc: John Hayes, Deputy City Manager
James Bonnano, Transportation Manager
JoAnn Boos, Asbury Park CFO
Tracy Lizardi, Assist. CFO/Purchasing Agent
Gregory Toro, Deputy Director of Public Works

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Attachment: GRAND & SUNSET TRAFFIC SIGNAL T&M (2024-499 : Authorizing a Professional Services Contract to T&M Assoc. for Grand &



**Asbury Park, New Jersey
ORDINANCE NO. 2024-32**

2024 TRANSPORTATION UPDATE ORDINANCE

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning metered and permit parking within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance and are set forth as Exhibit A; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

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 the amended parking regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented as attached as Exhibit A.

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. 2024-32 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

LISA ESPOSITO
CITY CLERK

EXHIBIT A

Deletions are denoted as strikethrough and additions are underlined.

§ 7-20.1 One-Way Streets Designated.

[2000 Code § 7-20.1; Ord. No. 2189 § 1; Ord. No. 2199 § 1; Ord. No. 2244 § 1; Ord. No. 2290 § 1; Ord. No. 2314 § 1; Ord. No. 2307 § 1; Ord. No. 2318 § 1; Ord. No. 2452 § 1; Ord. No. 2516; Ord. No. 2527; Ord. No. 2665; Ord. No. 2939; Ord. No. 2957; Ord. No. 2990; Ord. No. 2015-47; Ord. No. 2016-11; Ord. No. 2016-27; Ord. No. 2017-34; Ord. No. 2017-42; amended 8-14-2019 by Ord. No. 2019-30; 12-22-2020 by Ord. No. 2020-26; 4-28-2021 by Ord. No. 2021-10; 4-28-2021 by Ord. No. 2021-11; 4-26-2023 by Ord. No. 2023-16; 6-14-2023 by Ord. No. 2023-21]

The following described streets or parts of streets are hereby designated as One-Way Streets in the direction indicated. Parking on these streets will be permitted on the sides indicated below.

One-Way Streets			
Name of Street	Direction	Limits	Parking Permitted
<u>Winn Street</u>	<u>North</u>	<u>Monroe Avenue to Sewall Avenue</u>	<u>Neither Side</u>

§ 7-13 PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS.

[2000 Code § 7-13; Ord. No. 2121 § 1; Ord. No. 2185 § 1; Ord. No. 2320 § 1; Ord. No. 2368; Ord. No. 2449 § 1; Ord. No. 2460 § 1; Ord. No. 2476 § 1; Ord. No. 2517; Ord. No. 2665; Ord. No. 2015--28; Ord. No. 2017-42; Ord. No. 2018-38; amended 5-8-2019 by Ord. No. 2019-18; 9-25-2019 by Ord. No. 2019-40; 9-25-2019 by Ord. No. 2019-41; 4-28-2021 by Ord. No. 2021-10; 4-28-2021 by Ord. No. 2021-11; 6-23-2021 by Ord. No. 2021-24; 4-10-2024 by Ord. No. 2024-8]

No person shall park a vehicle at any time upon any streets or parts thereof described, except where other parking regulations have been provided for.

Parking Prohibited at All Times on Certain Streets		
Name of Street	Sides	Location
<u>Bangs Avenue</u>	<u>West</u>	<u>Summerfield Avenue to Bangs Avenue</u>

§ 7-27 LOADING ZONES.

[2000 Code § 7-27; Ord. No. 2244 § 1; Ord. No. 2334 § 1; Ord. No. 3086; Ord. No. 2015-03; amended 6-23-2021 by Ord. No. 2021-23]

Editor's Note: Minimum length for all Loading Zones is 50 feet. No Loading Zone may be established in any area where it is prohibited to stop, stand or park by N.J.S.A. 39:4-136.

The locations described are hereby designated as Loading Zones. No person shall park a vehicle in these locations during the times indicated other than for the loading or unloading of goods and materials.

Loading Zones		
Name of Street	Side	Location
Bangs Avenue	a. North	Beginning at a point 45 feet from the northerly curbline of Cookman Avenue and extending to a point 50 feet westerly therefrom
	b. North	Beginning at a point 35 feet west from the westerly curbline of Bond Street and extending to a point 60 feet westerly therefrom
Bond Street	East	Beginning at a point 35 feet from the northerly curbline of Monroe Avenue and extending 50 feet northerly therefrom
Cookman Avenue	a. North	Beginning at a point 35 feet from the westerly curbline of Bond Street and extending to a point 60 feet westerly therefrom
	b. North	Beginning at a point 35 feet from the westerly curbline of Press Plaza and extending to a point 60 feet westerly therefrom
	c. South	Beginning at a point 35 feet from the easterly curbline of Bond Street and extending to a point 50 feet easterly therefrom
	d. South	Beginning at a point 35 feet from the westerly curbline of Bond Street and extending to a point 60 feet westerly therefrom
	e. South	Beginning at a point 225 feet from the westerly curbline of Grand Avenue and extending to a point 50 feet westerly therefrom
Emory Street	a. East	Beginning at a point 35 feet from the southerly curbline of Bangs Avenue and extending to a point 125 feet southerly therefrom
	b. West	Beginning at a point 35 feet from the southerly curbline of Sewall Avenue and extending 50 feet southerly therefrom
Main Street {Ord. No. 2021-23}	a. East	Beginning at a point 19 feet north from the northerly curbline of Lake Avenue and extending to a point 50 feet northerly therefrom
	b. West	Beginning at the southerly curbline of Sewall Avenue and extending to a point 50 feet southerly therefrom
Monroe Avenue	a. North	Beginning at a point 100 feet from the westerly curbline of Main Street and extending to a point 50 feet westerly therefrom
	b. North	Beginning at a point 100 feet from the westerly curbline of Heck Street and extending to a point 65 feet westerly therefrom
	c. South	Beginning at a point 75 feet from the easterly curbline of Ridge Avenue and extending to a point 60 feet easterly therefrom
Ocean Avenue	a. Both	Beginning at the southerly curb of Fifth Avenue and extending south to Fourth Avenue

Loading Zones		
Name of Street	Side	Location
	b. East	Beginning at the northerly curb of Second Avenue and extending north to Third Avenue
Summerfield Avenue	North	Beginning at a point 144 feet from the westerly curbline on Grand Avenue and extending to a point 30 feet west, ending at a point 261 feet from the easterly curbline of Emory Street.
Webb Street {Ord. No. 2015-03}	East	10 minutes: beginning at a point 95 feet north of the northeastern curbline of Eighth Avenue and extending to a point 20 feet north therefrom.

Loading Zones			
Name of Street	Side	Location	Time
<u>Bangs Avenue</u>	<u>South</u>	Beginning at a point 25 feet from the southeasterly curbline of Emory Street and extending to a point 42 feet easterly therefrom	All Days 6:00 AM to 3:00 PM
<u>Mattison Avenue</u>	<u>North</u>	Beginning at a point 25 feet from the northeasterly curbline of Bond Street and extending to a point 42 feet westerly therefrom	All Days 6:00 AM to 3:00 PM
<u>Cookman Avenue</u>	<u>West</u>	Beginning at a point 25 feet from the northwesterly curbline of Bangs Avenue and extending to a point 42 feet westerly therefrom	All Days 6:00 AM to 3:00 PM
<u>Main Street</u>	<u>East</u>	<u>Beginning at a point 50 feet from the northerly curbline of Lake Avenue and extending to a point 50 feet northerly therefrom</u>	<u>All Times</u>



Minutes
Meeting of the Municipal Council
Wednesday, December 11, 2024
REGULAR MEETING

Executive Session - 3:00 p.m.

2024-501 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, 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	
Lillian Nazzaro	City Manager	Absent	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	
John Hayes	Deputy City Manager	Present	

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

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, Good evening, everyone, just wanted to take this time to wish each and every one of you a happy holiday.

Council member Chapman stated, I just wanted to remind everyone that the Kwanza celebration is on the 14th at the Asbury Park Senior Center at noon, and the tree lighting in Springwood Park is at 5:00 PM also on the 14th, I hope to see you all there.

Council member Clayton had no matters at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

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

Matters from City Attorney

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

1. City of Asbury Park 2025 Reassessment Summary Presentation
2. Presentation by The Crossroads at Asbury Park, LLC for potential redevelopment of 705 Second Avenue; Block 2703, Lot 3 (the former Holy Spirit Church)

PUBLIC PARTICIPATION

A motion was made by Deputy Mayor Quinn and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Daniel Sceannimeo made a comment about the Holy Spirit Church presentation, and school taxes; Michael Sodano made a comment about the Holy Spirit Church presentation; Tom DeSeno made a comment about the Holy Spirit Church presentation; Kerry Butch made a comment about affordable housing and the Holy Spirit Church presentation; and Polli Schildge made a comment about pedestrian walkways and the Holy Spirit Church presentation.

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 November 26, 2024 4:00 PM

2. Municipal Council - Regular Meeting - Nov 26, 2024 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2024-502 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 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Senior Center Grant Additional Funds \$1,000.00

2024-503 Resolution to Refund Overpaid Municipal Charges for Various Properties

2024-504 Resolution To Prorate And Cancel Taxes For Block 4201 Lot 4.01

2024-505 Resolution Approving Special Event Applications

INDIVIDUAL RESOLUTIONS

2024-506 Resolution Approving Payment of Bills

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

2024-507 Resolution Providing for 2025 Temporary Budget Appropriations

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

2024-508 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2024 Budget

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

2024-509 Resolution Authorizing Change to Tax Collector Change Fund

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

2024-510 Resolution Authorizing the Purchase of Natural Gas Supply Service for Public Use on an Online Auction Website

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

2024-511 Resolution Authorizing the Repairs Needed to the John Deere Front End Loader at the Department of Public Works

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

2024-512 Resolution Authorizing the Annual Renewal of the Nixel Notification System for the Police Department

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

2024-513 Resolution Authorizing Purchase of Spare Parking Kiosk Parts Needed for Transportation

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

2024-514 Resolution Authorizing the Purchase of Rescue Equipment known as the Jaws of Life for the Fire Department

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

2024-515 Resolution Approving Change Order #6 for the New Fire Department Headquarters

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

2024-518 Resolution of The Mayor And City Council Of Asbury Park Authorizing The City Of Asbury Park To Enter Into A Subsequent Developer Agreement With Asbury Partners, LLC And Asbury Redeveloper, LLC Regarding Residential Development On Block 4302, Lot 2 (201-203 Eighth Avenue) And Referring The Matter To The Planning Board For Appropriate Approvals

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

2024-519 Resolution Authorizing Federal Aid Cost Reimbursement Agreement Between the City of Asbury Park and The New Jersey Department of Transportation for Construction of the TAP SR71 Main Street Streetscape Project

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

2024-520 Resolution of The Mayor And Council Of The City Of Asbury Park, Approving A Pilot Agreement With Asbury Park Gardens Preservation, LLC For The Vita Gardens Apartment Complex And Stephen Manor at 120 Monmouth Avenue (Block 1202, Lot 1 and Block 1204, Lot 1)

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

2024-521 Resolution Scheduling The City’s 2025 Reorganization Meeting For January 15, 2025

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

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

RESULT:	TABLED [UNANIMOUS]
	Next: 12/23/2024 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ORDINANCES

Introduction

2024-32 2024 Transportation Update Ordinance

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/23/2024 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:13 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 7:13 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk