



Agenda  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
REGULAR MEETING 6:00 PM

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

2021-103 Resolution Authorizing a meeting which excludes the public

A. Potential Litigation

1. Mercantile/Cafe License Fees During Public Health Crisis

B. Litigation

1. Affordable Housing Litigation-Update from Jeffrey Surenian, Esq.

C. Attorney-Client Privilege

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

1. Call to Order/Roll Call
3. Silent Prayer/Moment of Reflection
4. Salute to the Flag
5. 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 7, 2021, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items to be Presented:

1. Micromobility Update
2. Presentation by Michele Alonso, Director of Planning and Redevelopment of a Community Energy Aggregation Program that Creates an Option for 100% Regionally Sourced Renewables.
3. Presentation by Michele Alonso, Director of Planning and Redevelopment on the Keep America Beautiful Program

Matters from City Council

Matters from City Attorney  
Matters from City Manager

### **III. Regular Meeting**

#### **A. Public Participation**

#### **B. Minutes**

- Municipal Council-Executive Meeting Jan.27, 4:00 PM
- Municipal Council - Regular Meeting - Jan 27, 2021 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.

2021-104 Resolution to Credit Sewer Account 1504-7 1520 Sewall Avenue

2021-105 Resolution to Correct Billing for Sewer Accounts 1603-1 1146 Asbury Avenue

2021-106 Resolution Authorizing the Disposition of Surplus Property

#### **D. Individual Resolutions**

2021-100 Resolution of The Mayor and City Council of The City of Asbury Park Referring Proposed Amendments to The Main Street Redevelopment Plan to The City of Asbury Park Planning Board, And Directing the Planning Board to Take Certain Actions Pursuant to N.J.S.A. 40a:12a-7(E)

2021-101 Resolution of The Mayor and City Council of The City of Asbury Park Referring A Proposed Revised Stormwater Control Ordinance to The City of Asbury Park Planning Board, And Directing the Planning Board to Take Certain Actions Pursuant to The New Jersey Municipal Land Use Law.

2021-107 Resolution Approving Payment of Bills

2021-108 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2020 Budget

2021-109 Resolution Amending Temporary Budget Appropriations for 2021 Budget

2021-110 Resolution Authorizing Funding to Community Affairs Resource Center for The Administering of Rental Assistance Through the Community Development Block Grant (CDBG--CV) Cares Act Funds



- 2021-111 Resolution Authorizing the Purchase of Sanitary Manholes With Community Block Grant Funding
- 2021-112 Awarding Bid for Printing Services
- 2021-113 Resolution amending the purchase of lightning equipment for the new Police Department vehicles from East Coast Emergency Lightning, Inc.
- 2021-114 Resolution Authoring a Professional Services Contract to The Rodger's Group for Police Accreditation
- 2021-115 Resolution Awarding a contract to Monmouth Telecom for Telephone and Internet Service
- 2021-116 Approval of a Grant Extension from the New Jersey Department of Transportation for the Transit Village Wayfinding and Gateway Signage Project
- 2021-117 Resolution Amending the Contract with ENGenuity Infrastructure LLC for Design of Citywide Wayfinding Signage
- 2021-118 Resolution Authorizing the Execution of An Amendment of The Subsequent Developer Agreement Between the City of Asbury Park, Asbury Partners, LLC And K Hovnanian's Cove at Asbury Park Urban Renewal, LLC Transferring the Ap Triangle Project, Located at Block 3801, Lots 1.01, 1.03, And 1.05 From Ap Triangle, LLC As Subsequent Developer to K Hovnanian, LLC

#### E. Ordinances

##### 1. Introduction

- 2021-2 An Ordinance of The City of Asbury Park, In the County of Monmouth, State Of New Jersey, Providing for The Special Assessment of The Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements on Block 3801, Lots 1.01, 1.03, And 1.05 Within the Asbury Park Waterfront Redevelopment Area and Establishing A Mechanism for Payment of The Cost Thereof
- 2021-3 Ordinance of The City of Asbury Park Authorizing the Execution of a Financial Agreement with K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC and Granting A Tax Exemption
- 2021-4 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1201 Third Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

#### F. Adjournment

**RESOLUTION NO. 2021-103****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 February 10, 2021 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. Potential Litigation:

1. Mercantile/Café License Fees During Public Health Crisis

B. Litigation:

1. Affording Housing Litigation Update by Jeffrey Surenian, Esq.

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.

MELODY HARTSGROVE  
CITY CLERK



# Community Choice Aggregation: Real Action for Local Clean Energy

February 10, 2021



## WHY CLEAN ENERGY ON THE LOCAL LEVEL?

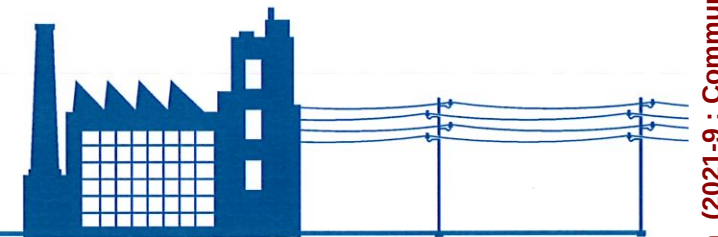
- **New Jersey air** is among the most polluted in the U.S.
- **COVID-19** is killing more people where the air is polluted
- **Climate change** threatens this area with rising seas, flooding, destructive storms, increased ozone pollution
- **CCA is a practical, impactful way** to combat the effects of global warming and improve the quality of our air.

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**FOOD & WATER ACTION!**  
Fight like you live here.

# COMMUNITY CHOICE AGGREGATION

- **Service stays the same**
  - Same utility bill
  - Same transmission lines
  - Same meters
- **Source of electricity changes**
  - Third party electricity generation
  - More renewable energy
  - More stable prices
  - Savings through bulk purchase



**FOOD & WATER ACTION!**  
Fight like you live here.





## CCA Benefits

- Savings for residents through bulk purchasing and competitive bidding
- Accelerates transition to 100% clean, renewable sources of electricity
- Provides more stability in energy prices

---

**FOOD & WATER ACTION!**  
Fight like you live here.



## Why **100%** for everyone by **2030**?

- Need to transition to 100%
- Phase in helps keeps prices affordable
- Sends a message to the market that we want renewables
- Other New Jersey Municipalities are on signed on.

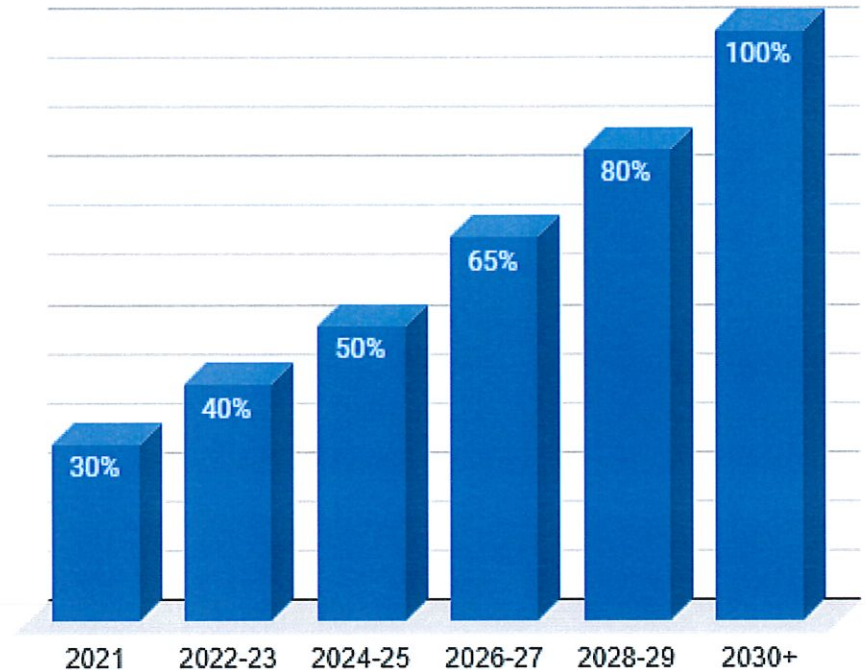
**FOOD & WATER ACTION!**  
Fight like you live here.



# CLEAN ENERGY TRANSITION

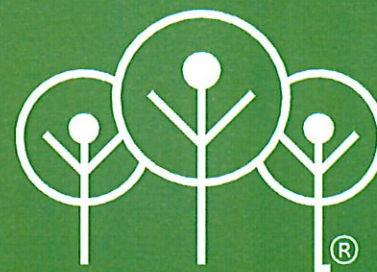
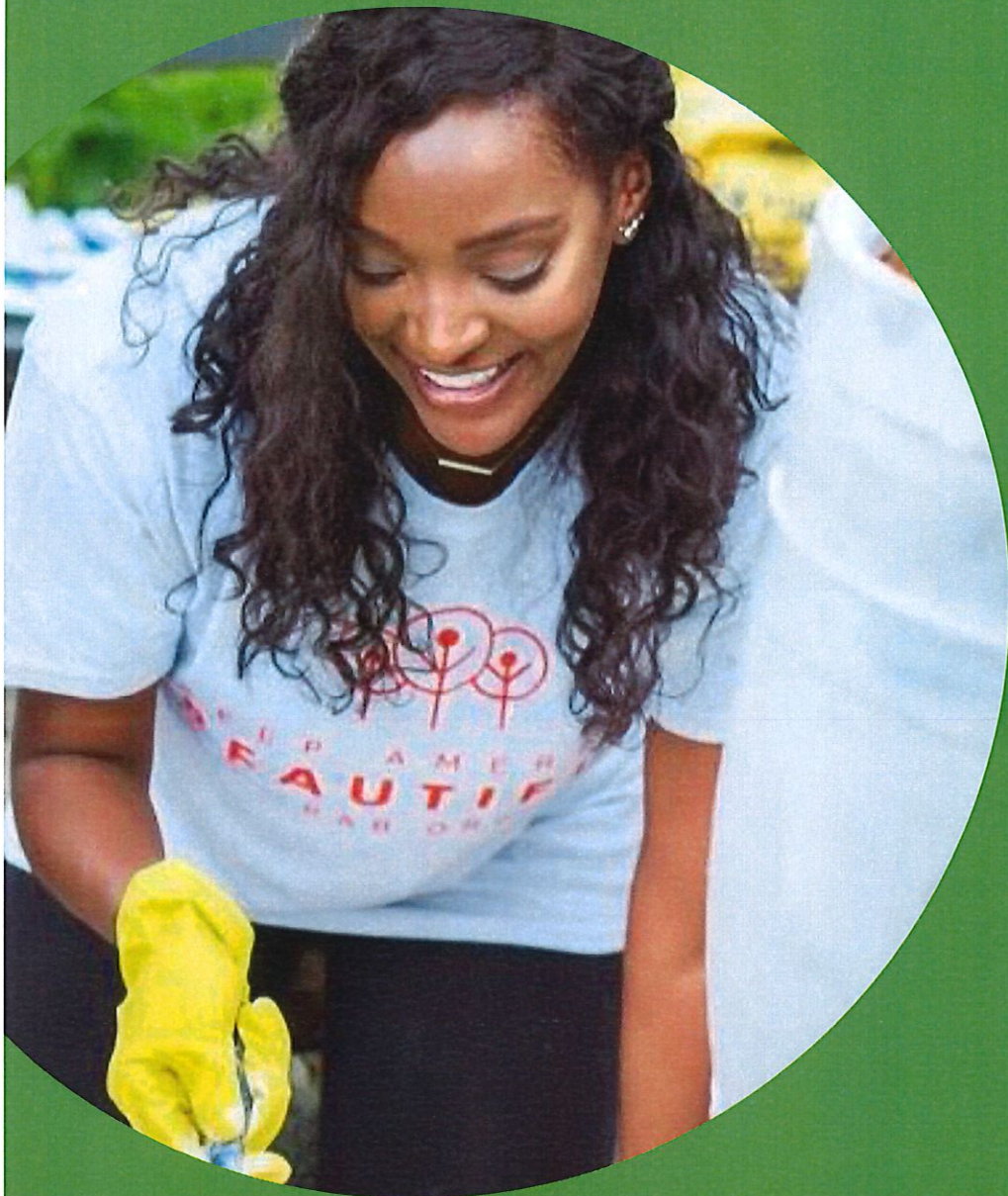
Minimum renewable standards in ordinance

- 30% through 2021
- 40% in 2022 - 2023
- 50% in 2024 - 2025
- 65% in 2026 - 2027
- 80% in 2028 - 2029
- **100% beginning 2030\***
- **\*100% renewable option will be available at all times**



**FOOD & WATER ACTION!**  
Fight like you live here.





KEEP AMERICA  
**BEAUTIFUL**  
— K A B . O R G —





KAB.ORG

## Our Mission:

Inspire and educate people to take action every day to improve and beautify their community environment



END LITTERING



IMPROVE RECYCLING



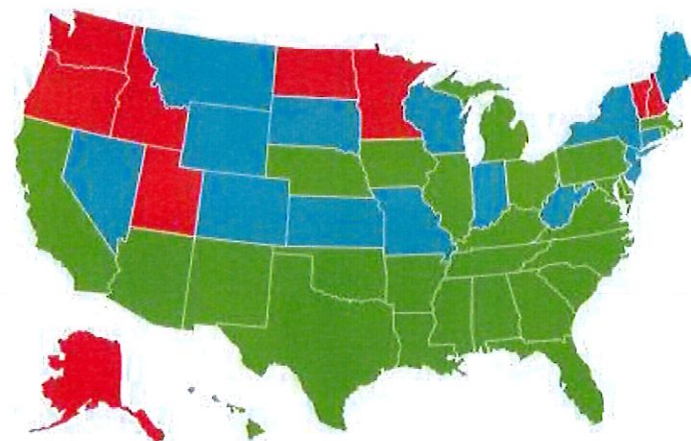
BEAUTIFY COMMUNITIES



# Affiliate Network

NATIONAL NETWORK, LOCAL IMPACT

The heartbeat of our organization is YOU and is the work and passion of *more than 600 Keep America Beautiful affiliates*, their local leaders, and the *millions of volunteers* who drive our movement forward every day.



KAB STATE AND LOCAL  
AFFILIATES

STATES WITH LOCAL  
AFFILIATES

STATES WITH PARTICIPATING  
ORGANIZATIONS

We support our affiliates and provide resources for grassroots community improvement by:

- Providing access to centralized national KAB programming, professional development, research, reporting, and strategy
- Partnering with local and national groups for recycling, beautification, and environmental improvement
- Building relationships with local government and public officials for greater impact



KAB.ORG



# Tri-Sector Partnerships for Social Good

HOW WE KEEP AMERICA BEAUTIFUL

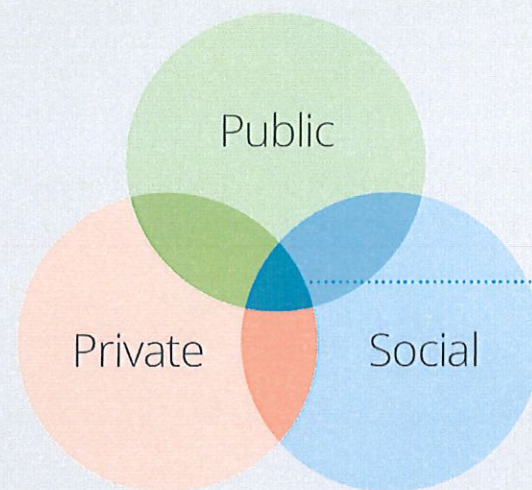


KAB.ORG

**We all deserve to live in a community that is clean, green, and thriving, and we all share in the responsibility to keep America beautiful.**

**We work in partnership with organizations and individuals to amplify our collective voice, share costs, and achieve long-lasting results that benefit our communities and our country.**

**Our partners include visionary leaders, national brands, government officials, community partners, and concerned citizens.**







# Why Do Communities Join KAB?

- National credibility
- Network
- Behavior Change Model
- Training
- Tools and programs
- Grants







# How KAB Supports You in Your Community Leadership Role

- Regional Directors
- Trainings & Webinars
- Resources
- One on One Outreach
- Programs & Grant Opportunities
- National Conference
- State & Local Conference Sessions
- National Insurance Program Option





# Training & Networking

- KAB National Conference  
**Nov. 15 – Nov. 18, 2021**
- Webinars
- New ED Trainings
- State Affiliates
- External Conferences
- Conference Calls
- KAB Forums & Affiliates Facebook Group
- Website / Affiliate Dashboard







## Resources:

- Community Appearance Index / Litter Index
- Volunteer Portal
- Affiliate Capacity Toolkit
- Branded PowerPoint and Talking Points for Demonstrating Impact
- Public Space and Special Events Recycling Toolkit
- Model Language for Grants Agreements
- Covid-19 Resource Center – Event and Volunteer Management
- Tips to Increase Diversity and Inclusion
- Youth Initiatives Guide
- Good Neighbor: A Guide To Reducing Litter, Managing Trash and Encouraging Recycling
- Litter Fact Sheets
- Graffiti Abatement Guide
- Model Ordinances



# National Programs and Initiatives

We keep America beautiful so Americans can do beautiful things.

- Our programs are research-based, measurable, and designed for local implementation by our affiliates to improve community environments.
- By partnering with us, corporate sponsors demonstrate responsible leadership to their employees and customers.
- Through the engine of volunteerism – more than 12.1 million hours in FY18 – the ROI for our partners is exceptional.



END LITTERING



IMPROVE RECYCLING



BEAUTIFY COMMUNITIES



KAB.ORG

Attachment: America Beautiful (2021-10 : Keep America Beautiful Program)





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# National Programs and Initiatives



**National  
Insurance  
Program**



**Community  
Restoration and  
Resiliency Fund**

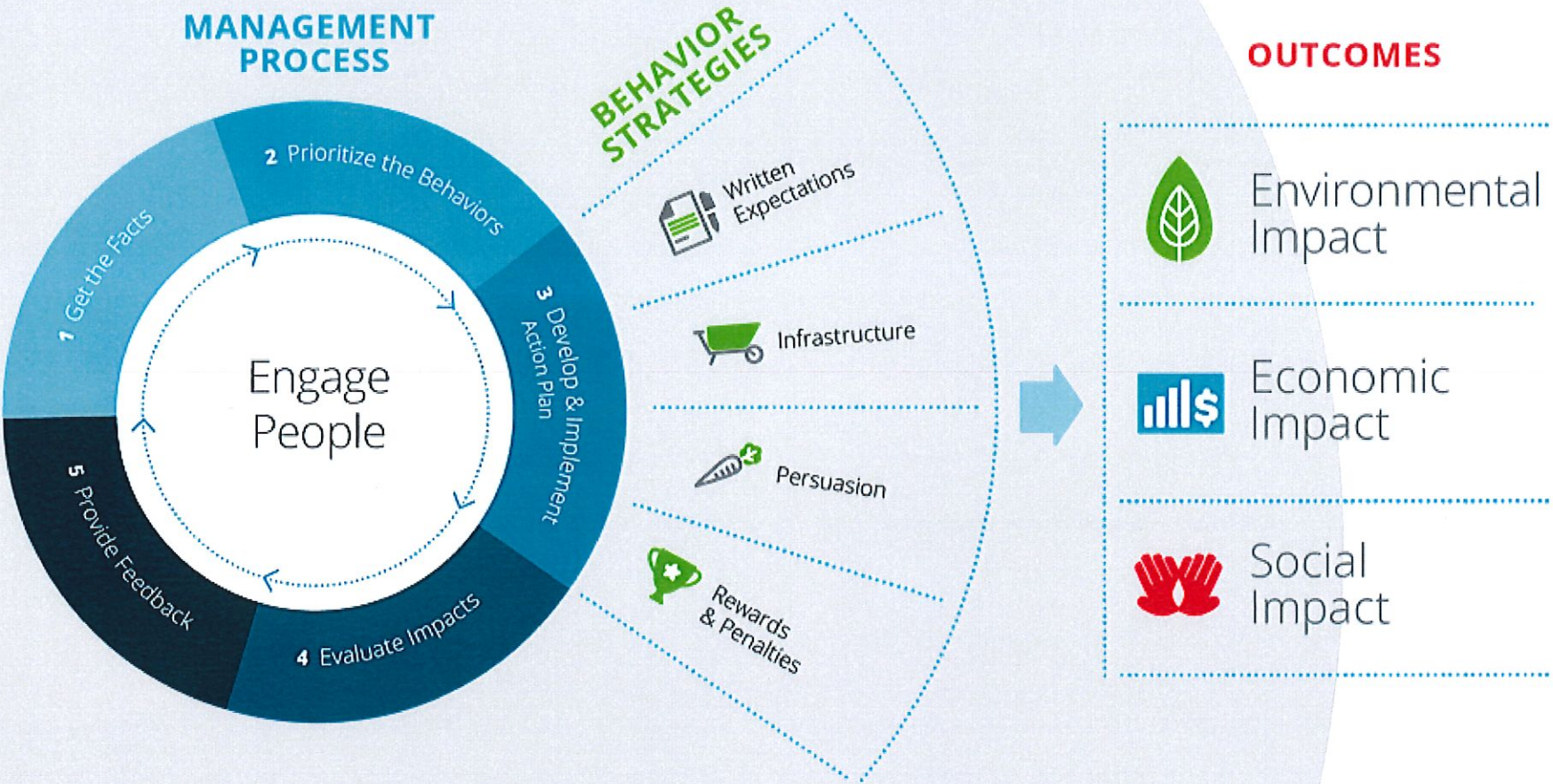


**Community  
Impact Grants**



# KAB Model for Change

AN INTEGRATED APPROACH TO MORE BEAUTIFUL COMMUNITIES



Academically developed with decades of validation in the field, our Model for Change engages people at every step and results in sustainable change for the greater good.





KAB.ORG

-Grants will range between \$2,500 - \$20,000 and can be used for infrastructure, messaging, placement, program implementation. Last year, KAB provided 47 CLPP grants totaling \$500K.

The Green Team is interested in pursuing grants for cigarette butt receptacles and Seabin for the Lakes.

The Seabin acts as a floating garbage bin skimming the surface of the water by pumping water into the device. The Seabin V5 can intercept: floating debris, macro and micro plastics and even micro fibers with an additional filter.







Minutes  
Meeting of the Municipal Council  
Wednesday, January 27, 2021  
REGULAR MEETING

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

2021-87 Resolution Authorizing a meeting which excludes the public

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

**CONTRACT NEGOTIATIONS**

1. PILOT Agreements-Review of Request for Amendments-North Beach, Wesley Grove, Post Building, Griffin.
2. Proposed PILOT Agreement-1201 Memorial Drive
3. License Agreements for 525 and 539 Cookman Avenue

**ATTORNEY-CLIENT PRIVILEGE**

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

1. Call to Order/Roll Call

| Attendee Name      | Title         | Status | Arrived |
|--------------------|---------------|--------|---------|
| Eileen Chapman     | Councilmember | Remote |         |
| Yvonne Clayton     | Councilmember | Remote |         |
| Jesse Kendle       | Councilmember | Remote |         |
| Amy Quinn          | Deputy Mayor  | Remote |         |
| John Moor          | Mayor         | Remote |         |
| Melody Hartsgrove  | City Clerk    | Remote |         |
| Donna Vieiro       | City Manager  | Remote |         |
| Frederick Raffetto | City Attorney | Remote |         |

City Clerk Melody Hartsgrove called the meeting to order at 6:04 PM.

3. Silent Prayer/Moment of Reflection
4. Salute to the Flag
5. Announcement - Open Public Meetings Act

### **ITEMS TO BE PRESENTED:**

1. Asbury Park Fire Department Apparatus Request: Rescue 85  
Fire Chief, Kevin Keddy presented an Apparatus Request: Rescue 85 to the Mayor and Council.
2. Storm Water Control Ordinance  
Director of Planning and Redevelopment, Michele Alonso presented a storm water control ordinance to the Mayor and Council.

### **MATTERS FROM CITY COUNCIL**

Council member Chapman stated, I just want to note that today is National Holocaust Remembrance Day. We have another opportunity for free COVID testing on Thursday February 4<sup>th</sup> from 4:00PM to 7:00PM at the transportation center. I know it's been very frustrating for people who are trying to sign up for the COVID vaccination, and they're finding it almost impossible. The doses that were allotted to the county have been very low and we expect that to increase and we expect it to be easier to register and get an appointment for the vaccine. You can register at [www.covid19.nj.gov](http://www.covid19.nj.gov) <<http://www.covid19.nj.gov>>, there's also a phone number for those of you that don't have access to computers. That phone number is 855-568-0545. We hear every day from people who are completely frustrated with trying to get registered and sign up, we feel your frustration and we're seeing it too. Just be patient and you'll get through.

Council member Clayton stated, I think it's important to know that there are initiatives going on in the background to make it better and easier for people to sign up. As soon as we have more information, we will be sharing that with the general public. Our police department is currently looking for special officers that are going to be working with the City for the next summer and going forward. The deadline for applications is March 1, 2021. In order to qualify you need to be a high school graduate, have a valid NJ driver's license, and be able to pass a background test. You can submit your application or get more information from the Asbury Park website at [cityofasburypark.com/appdjobs](http://cityofasburypark.com/appdjobs) or if you have questions you can call Patrolman Joel Fiori, his number is 732-775-6548 or [joel.fiori@cityofasburypark.com](mailto:joel.fiori@cityofasburypark.com).

Council member Kendle stated, I would like to thank the people that walk up and down 4<sup>th</sup> avenue early in the morning with their dogs. I can recall about a month ago people were walking early in the morning and no one had masks on. It's a big turnaround, and I would like to thank them and ask them to continue to wear their masks and stay safe.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, COVID is far from gone. Today was the first death in New Jersey from the second strain which could be worse than the first strain. The thing that is still working is masks,



washing your hands, and social distancing. So that's got to be our three main things. As much as things aren't publicized, I have to give Amy and Yvonne a ton of credit. They were on a conference call this past week with the VNA and our local clergy. We know it's not being rolled out great in New Jersey and we're trying to up it. I have to give Amy all the credit in the world, she's been trying hard for a senior day and I want to give the entire council a thumbs up. We realized that the only way you could register was by a computer, we know a lot of citizens in Asbury Park don't have computers and we've been fighting with the county and the state on that. I think we've made progress with the state phone number but that's been almost like the DMV rollout and almost like the unemployment rollout where eventually it will get good. Believe me, you may not read about it, but all five of us are working hard to get as many people in Asbury Park their shots as quick as possible. Again, everyone wash their hands constantly, wear the mask, and social distance.

### **MATTERS FROM CITY MANAGER**

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

### **MATTERS FROM CITY ATTORNEY**

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

### **PUBLIC PARTICIPATION**

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Ernest Mignoli made a comment on the police department and crime, Tracy Rogers made a comment on the COVID vaccine for seniors and the municipal budget, Kerry Butch asked a question regarding the Equity Committee and Council meeting minutes, Bill Maclen made a comment on the recent Planning Board meeting, Rita Marano made a comment on the recent Planning Board meeting and the private beach club, and Felicia Simmons made a comment on the rent control initiative petition. A motion to close the meeting to the public was made by Council member Kendle and seconded by Council member Clayton. All were in favor.

### **MINUTES**

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

1. Municipal Council-Executive Meeting Jan. 13, 4:00 PM
2. Municipal Council - Regular Meeting - Jan 13, 2021 6:00 PM **Accepted**

### **INDIVIDUAL RESOLUTIONS**

2021-43 Resolution Amending contract authorizing Clarke Caton Hintz to perform various actions from the Master Plan

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

2021-73 Resolution Authorizing the Purchase of a Rescue Truck for the Fire Department

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>DEFEATED [0 TO 5]</b>              |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | John Moor, Mayor                      |
| <b>NAYS:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2021-88 Resolution Approving Payment of Bills

Council member Chapman abstained from 20-00776

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

2021-89 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2020 Budget

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

2021-90 Resolution Authorizing the Repairs to the Skylight at the Municipal Building

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

2021-91 Resolution Authorizing the Annual Renewal of Adobe

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

2021-92 Resolution Authorizing Purchase of Access Control Security System at the Transportation Center

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

2021-93 Resolution Authorizing an Annual Service Agreement for Mobile Data Service Coverage



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

2021-94 Authorizing a Renewal Agreement with Passport Labs, Inc. for a Mobile Parking Application

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

2021-95 Resolution Authorizing the Extension for the Transportation of Liquid Sewerage Sludge from AP Waste Water Treatment Plant to PVSC

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

2021-96 Authorizing a Professional Services Contract to Meridian Occupational Health P.C. for Employment Exams and Physicals

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

2021-97 Resolution Authorizing the City of Asbury Park to Enter into A Memorandum of Understanding with The Visiting Nurse Association of Central Jersey Community Health Center, Inc., Regarding the Use of The Asbury Park Senior Center for The Administration of Covid-19 Vaccinations.

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

2021-98 Rejecting Bids for Beach Headquarters

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

2021-99 Resolution to Approve Person to Person Liquor License Transfer- Reduction in Premises- for 210 5th Ave. Venture Urban Renewal, LLC

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

2021-101 Resolution of The Mayor and City Council of The City of Asbury Park Referring A Proposed Revised Stormwater Control Ordinance to The City of Asbury Park Planning Board, And Directing the Planning Board to Take Certain Actions Pursuant to The New Jersey Municipal Land Use Law.

2021-102 Resolution Authorizing Appointments to the “Sunset Lake Commission”

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

### **ADJOURNMENT**

The meeting was adjourned at 7:23 PM

A motion to close the meeting was made by Council member Kendle and seconded by Deputy Mayor Quinn All in favor.

Meeting was adjourned at 7:23PM

Respectfully submitted by:

\_\_\_\_\_  
Melody Hartsgrove, Deputy City Clerk

Minutes Acceptance: Minutes of Jan 27, 2021 6:00 PM (Minutes)





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-104**

Resolution requested to credit account overpaid usage charges. Water company adjusted account to reflect no usage.



## RESOLUTION NO. 2021-104

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

### RESOLUTION TO CREDIT SEWER ACCOUNT 1504-7 1520 SEWALL AVENUE

**WHEREAS:** The Tax Collector was notified by Mr. Len Bulloch, owner of the property located at 1520 Sewall Avenue, Block 1504 Lot 7 that a discrepancy exists between the billing from New Jersey American Water Company and the City of Asbury Park for water and sewer consumption, account# 10269507-0; and

**WHEREAS,** it was made certain that the New Jersey American Water Company originally billed for 94,000 gallons. The City of Asbury Park uploaded and billed for 94,000 gallons for August - November 2020 at a rate of \$550.10 (including two \$80.00 quarterly demand charges); and

**WHEREAS,** it has been determined by the City of Asbury Park Tax & Sewer Department that the reading of zero (0) should be used for billing due to a “cancel / rebill” for no usage that was reported to the Tax Collector by the New Jersey American Water Company; and

**WHEREAS,** it has been determined by the City of Asbury Park Tax & Sewer Department should bill this premise the quarterly demand charge for 2020 fourth quarter and 2021 first quarter, totaling \$160.00 and issue an account credit in the amount of \$132.80 for the overpayment of the 2020 fourth quarter; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit the sewer account # 10269507-0 for the 2020 fourth sewer billings in the amount of \$132.80 (for 32,000 gallons) and adjust said account to reflect the new amount of \$80.00 to reflect the quarterly demand charge for 2021 first quarter with zero usage.

I, MELODY HARTSGROVE, 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. 2021-104 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS DAY OF , .



MELODY HARTSGROVE  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-105**

Resolution requested to correct sewer billing at 1146 Asbury Avenue due to overpayment of demand charges on -0 account and underpayment of demand charges on -1 account.





## RESOLUTION NO. 2021-105

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

### **RESOLUTION TO CORRECT BILLING FOR SEWER ACCOUNTS 1603-1 1146 ASBURY AVENUE**

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

**WHEREAS**, Mr. Thomas Ruddy, owner, notified the Tax Collector that a discrepancy exists between the billing information used by New Jersey American Water Company and the City of Asbury Park for water and sewer for Block 1603 Lot 1, account # 10237754-0 & # 10237754-1, for the premise address 1146 Asbury Avenue; and

**WHEREAS**, it was made certain that New Jersey American Water Company billed account # 10237754-0 for one 5/8<sup>th</sup>-inch meter whereas the City of Asbury Park billed for one 5/8<sup>th</sup>-inch & 1-inch meter, since January 1, 2014 to present; and

**WHEREAS**, it was made certain that New Jersey American Water Company billed account # 10237754-1 for one 1-inch meter whereas the City of Asbury Park billed for one 5/8<sup>th</sup>-inch, since January 1, 2014 to present; and

**WHEREAS**, the City of Asbury Park Tax & Sewer Department billing should credit account # 10237754-0 for the overpaid quarterly demand charges in the amount of \$8,960.00, 2014 1<sup>st</sup> - 2020 4<sup>th</sup> quarterly demand charge of \$400.00, totaling \$11,200.00, when the billing should have been \$2,240.00 for the aforementioned billing periods; and

**WHEREAS**, the City of Asbury Park Tax & Sewer Department billing should bill account # 10237754-1 for the underpaid quarterly demand charges in the amount of \$6,960.00, 2014 1<sup>st</sup> - 2020 4<sup>th</sup> quarterly demand charge of \$320.00, totaling \$9,280.00, for the aforementioned billing periods which were originally billed for \$2,320.00; and

**WHEREAS**, the City of Asbury Park Tax & Sewer Department billing should adjust the billing for account # 10237754-0 2021 1<sup>st</sup> quarter to reflect the \$80.00 demand charge & billing for account # 10237754-1 2021 1<sup>st</sup> quarter to reflect the \$320.00 demand charge; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to

1. Move the credit from sewer account #10237754-0 for the overpaid quarterly demand charges in the amount of \$8,960.00 to sewer account #10237754-1.
2. Adjust the billing for 2021 1<sup>st</sup> quarter of account #10237754-1 to reflect the unpaid demand charges in the amount of \$6,960.00.
3. Adjust the billing for 2021 1<sup>st</sup> quarter of account # 10237754-0 to reflect the \$80.00 demand charge.
4. Adjust the billing for 2021 1<sup>st</sup> quarter of account # 10237754-1 to reflect the \$320.00 demand charge.

I, MELODY HARTSGROVE, 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. 2021-105 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-106**

Property that has exceeded its useful life and no longer is needed for municipal purposes.





## RESOLUTION NO. 2021-106

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

### RESOLUTION AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY

**WHEREAS**, the City of Asbury Park has property that have exceeded their useful life and no longer serve the needs of the City of Asbury Park; and

**WHEREAS**, it is the desire of the Mayor and City Council to declare the property as surplus as follows as attached to this Resolution:

**WHEREAS**, the equipment will be auctioned on [MUNICIPALBID.com](http://MUNICIPALBID.com).

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the City of Asbury Park do hereby authorize the disposition of the equipment listed as they are no longer needed for municipal purposes and is hereby considered surplus.

I, MELODY HARTSGROVE, 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. 2021-106 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS 11th DAY OF February, 2021.

MELODY HARTSGROVE  
CITY CLERK

**Department of Public Works**

WILTON Horizontal Band Saw Item # 5Z412

Fabricator 190 MIG-Wire Feed Welder THDW1001500

Power Systems 10425 Monster Sled

TINK, Inc. "The Claw" Attachment

Billy Goat Industrial Push Leaf & Litter Vacuum (QuietVac)

**Construction Department**

Computer tower

File folder rack

Files

Drawer organizer

3 calculators

Baskets

File holders

Paper cutter

Monitor stand

Surveying ruler

| Serial Number | Model       | Controller | Printer Size | Modem Type                   |
|---------------|-------------|------------|--------------|------------------------------|
| 300011280209  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011280210  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011280211  | Luke Radius | V3         | 2 INCH       | CDMA - Verizon EVDO External |
| 300011280212  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011280213  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011280214  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011280216  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011280218  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011280219  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011280220  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011280221  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011280224  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011280225  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011280227  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011280228  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011280229  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011280230  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 500013060203  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060206  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060209  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060214  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060216  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060221  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060223  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060234  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060236  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060238  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060240  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060242  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060243  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060245  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060247  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060248  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060249  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060250  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060251  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060252  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060254  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
| 500013060258  | Luke II V4  | V4         | 2 INCH       | Ethernet                     |
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| 300011160042  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011160043  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011160055  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011160057  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011160059  | Luke Radius | V3         | 2 INCH       | CDMA                         |
| 300011280191  | Luke Radius | V3         | 2 INCH       | CDMA                         |



|              |             |    |        |      |
|--------------|-------------|----|--------|------|
| 300011280193 | Luke Radius | V3 | 2 INCH | CDMA |
| 300011280194 | Luke Radius | V3 | 2 INCH | CDMA |
| 300011280196 | Luke Radius | V3 | 2 INCH | CDMA |
| 300011280197 | Luke Radius | V3 | 2 INCH | CDMA |
| 300011280198 | Luke Radius | V3 | 2 INCH | CDMA |
| 300011280200 | Luke Radius | V3 | 2 INCH | CDMA |
| 300011280204 | Luke Radius | V3 | 2 INCH | CDMA |
| 300011280207 | Luke Radius | V3 | 2 INCH | CDMA |
| 300011280208 | Luke Radius | V3 | 2 INCH | CDMA |

[illegible]

|         |      |    |
|---------|------|----|
| Tactile | B150 | na |
| Tactile | B150 | na |
| Tactile | B150 | na |
| Tactile | B150 | na |
| Tactile | B150 | na |
| Tactile | B150 | na |
| Tactile | B150 | na |
| Tactile | B150 | na |
| Tactile | B150 | na |



| <u>Description</u>       | <u>Serial Number</u> | <u>Asset Tag</u> | <u>Quantity</u> |   |
|--------------------------|----------------------|------------------|-----------------|---|
| Dell                     | 37306474237          |                  | 276             | 1 |
| Panasonic CF31           | 1JTYA22936           |                  | 187             | 1 |
| Panasonic CF31           | 1JTYA23086           |                  | 193             | 1 |
| Panasonic CF31           | 1JTYA23095           |                  | 342             | 1 |
| Panasonic CF31           | 1KTYA29066           |                  | 146             | 1 |
| Panasonic CF31           | 1KTYA28539           |                  |                 | 1 |
| Panasonic CF31           | 1JTYA22952           |                  | 164             | 1 |
| Panasonic CF31           | 1JTYA22972           |                  | 344             | 1 |
| Panasonic CF31           | 1JTYA23187           |                  | 181             | 1 |
| Panasonic CF31           | 1JTYA23116           |                  | 128             | 1 |
| Panasonic CF31           | 1JTYA23052           |                  | 207             | 1 |
| Panasonic CF31           | 1JTYA22943           |                  | 257             | 1 |
| Panasonic CF31           | 1KTYA28614           |                  | 141             | 1 |
| Panasonic CF31           | 1JTYA22886           |                  | 270             | 1 |
| Panasonic CF31           | 1KTYA29003           |                  | 171             | 1 |
| Panasonic CF30           | 7fkya44811           |                  | 345             | 1 |
| Panasonic CF30           | 7lkyb91842           |                  | 346             | 1 |
| Panasonic CF30           | 7fkya44880           |                  | 347             | 1 |
| CD Burner Aleratec       |                      |                  | 294             | 1 |
| HP Pro Book              | CNV9311HCM           |                  | 200             | 1 |
| DELL                     | PP18L                |                  |                 | 1 |
| Toshiba Satellite Pro    | 9906820Q             |                  |                 | 1 |
| Lenovo L3                | F7843                |                  | 178             | 1 |
| Lenovo Thinkpad          | 274673U              |                  |                 | 1 |
| Gateway                  |                      | 3495141          | 115             | 1 |
| Toner                    | Q5950A               |                  |                 | 3 |
| Toner                    | Q5952A               |                  |                 | 2 |
| Toner                    | Q5953                |                  |                 | 4 |
| Toner                    | Q51A                 |                  |                 | 4 |
| Fax Machine              |                      |                  |                 | 1 |
| Printer                  |                      |                  |                 | 1 |
| Panasonic MDT Dock       |                      |                  |                 | 6 |
| Time Stamp               |                      |                  |                 | 1 |
| Panasonic MDT Recorder   |                      |                  |                 | 4 |
| Panasonic mics           |                      |                  |                 | 7 |
| GPS Unit                 |                      |                  |                 | 1 |
| Gateway Monitor          |                      |                  |                 | 1 |
| Microband Computer Tower |                      |                  |                 | 1 |
| Toner Cartridge Cyan     |                      |                  |                 | 1 |
| Toner Cartridge Yellow   |                      |                  |                 | 1 |
| Dell Tower               | GF0JXRI              | 239/329          |                 | 1 |
| Net Gear Tower           | RND-6A               |                  |                 | 1 |
| Micro Boards DVD Burner  | RQDV704338           |                  | 823             |   |

Attachment: Police Inventory Surplus (2021-106 : Disposition of Surplus Property)



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-100**

Amendment to the Redevelopment Plan for 700 Monroe property (SE Corner of Main and Monroe) at the request of Sackman Enterprises to include part of Monroe Street to be included in the Main Street Redevelopment Plan and to permit an additional story for the development of a five story mixed use building which will have approximately 62 includes and 13 affordable units (20%).



## RESOLUTION NO. 2021-100

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

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY  
PARK REFERRING PROPOSED AMENDMENTS TO THE MAIN STREET  
REDEVELOPMENT PLAN TO THE CITY OF ASBURY PARK PLANNING BOARD,  
AND DIRECTING THE PLANNING BOARD TO TAKE CERTAIN ACTIONS  
PURSUANT TO N.J.S.A. 40A:12A-7(E)**

**WHEREAS**, on November 12, 2008 the Mayor and City Council adopted Ordinance No. 2886 entitled “ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ADOPTING THE MAIN STREET REDEVELOPMENT PLAN RELATING TO THE MAIN STREET REDEVELOPMENT AREA” (the “Ordinance”); and

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 *et seq.*, the “Act”) the Ordinance adopted a plan (the “Main Street Redevelopment Plan” or the “Plan”) for the redevelopment of an area (the “Main Street Redevelopment Area” or the “Area”); and

**WHEREAS**, on November 12, 2014, the Mayor and City Council amended the Main Street Redevelopment Plan to permit microbreweries on Block 2702, Lot 7 in the Community Shopping Zone; and

**WHEREAS**, on February 28, 2018, the Mayor and City Council further amended the Main Street Redevelopment Plan to permit recording studios in the Community Shopping Zone permit valet parking in the Civic/South Gateway; and

**WHEREAS**, on August 22, 2018, the Mayor and City Council still further amended the Main Street Redevelopment Plan to permit banks and accessory ATM machines in the Sunset Park Zone; and

**WHEREAS**, the Main Street Redevelopment Plan has led to an increase in public and private investment within the Area since its adoption, however, the Plan may benefit from amendments to increase further investment; and

**WHEREAS**, the Act sets forth the process by which amendments to any redevelopment plan shall be considered and, if appropriate, adopted; and



**WHEREAS**, a request has been made to the City to extend the Plan boundaries as an Area in Need of Rehabilitation so that the whole footprint of the project referenced below is within the Main Street Redevelopment Plan boundaries and to amend the development standards in the Plan for Block 2503, Lots 1-5; and

**WHEREAS**, the City desires to consider the request by adding to the Plan Block 2503, Lots 2-5 under the City-Wide Area in Need of Rehabilitation Designation, and to permit Block 2503, Lots 1-5 to have a maximum height of 5 stories (60 feet) with an additional penthouse of 12 feet in height, and require large expanses of blank walls to have murals to be approved by the municipal public art commission; and

**WHEREAS**, the City's Director of Planning and Redevelopment has opined that the proposed amendments are appropriate as set forth in and attached hereto as EXHIBIT A; and

**WHEREAS**, the Mayor and City Council have reviewed the Proposed Amendment in Exhibit A and desire to forward the Proposed Amendment to the Planning Board for review pursuant to *N.J.S.A. 40A:12A-7(e)*.

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

1. The Mayor and Council hereby refer the Proposed Amendment in Exhibit A to the Planning Board for review and recommendation in accordance with the requirements of *N.J.S.A. 40A:12A-7(e)*.

2. The Planning Board is authorized and directed to prepare a report of its recommendations (the "Planning Board Report") regarding the Proposed Amendment to the Plan within forty-five (45) days of the date hereof.

3. The Planning Board Report shall identify any provisions within the Proposed Amendment to the Plan that are inconsistent with the City's Master Plan, along with recommendations concerning those inconsistencies and any other matters the Planning Board deems appropriate.

4. If the Planning Board Report is not transmitted to the Mayor and Council within forty-five (45) days of the date hereof, the Mayor and Council shall be relieved of the requirement to obtain a Planning Board Report for the Proposed Amendment to the Plan in accordance with *N.J.S.A. 40A:12A-7(e)*.

5. The Clerk of the City shall forward a copy of this Resolution and the Proposed Amendment to the Planning Board for review forthwith pursuant to *N.J.S.A. 40A:12A-7(e)*.

6. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, 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. 2021-100 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS 28th DAY OF January, 2021.

MELODY HARTSGROVE  
CITY CLERK

## Main Street Redevelopment Plan

### Page 5 (Insertion in red)

#### Background

#### Area In Need of Redevelopment Designation

The Asbury Park City Council authorized the Planning Board to conduct a preliminary investigation of Main Street, Asbury Park in September of 2003. The Main Street Redevelopment Study was prepared by Heyer Gruel & Associates, the Planning Board's professional planning consultant. The investigation concluded that the Main Street Study Area meets the criteria necessary in order to be declared a redevelopment area.

The City Council reviewed the Planning Board's recommendations starting on March 17, 2004. The City Council concurred with the Planning Board's findings that the properties identified in the study met the statutory criteria necessary to be declared an Area in Need of Redevelopment. However, the Council also found that certain properties within the study area contain exclusively residential structures (no commercial uses in the structures). The City Council determined that these exclusively residential properties should be removed from consideration as part of a Main Street Redevelopment Area as Main Street is primarily commercial in nature, that the exclusively residential properties identified in the study do not have an adverse effect on the Main Street corridor, and that their exclusion from the Main Street Redevelopment Area would not jeopardize the effective redevelopment of the Main Street corridor.

On April 7, 2004, the City Council adopted a Resolution declaring the Main Street Study Area an Area in Need of Redevelopment, minus the exclusively residential properties. The City Council also directed the City Redevelopment Director along with other appropriate City staff to prepare a redevelopment plan for the Main Street Redevelopment Area. The City hired the firms of Urban Partners, Brown & Keener, and Charles Carmalt Transportation Planner to undertake the redevelopment planning process.

#### REHABILITATION DESIGNATION, CRITERIA & PURPOSE

Block 2503 Lots 2-6 are part of an area of rehabilitation and are included in this redevelopment plan as such.

Rehabilitation is commonly recognized as a process governed by the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.)(“the Law”) that is undertaken in accordance with a rehabilitation plan adopted by the municipality. The Law defines rehabilitation as “the repair, reconstruction or renovation of existing structures, with or without the introduction of new construction or the enlargement of existing structures, in any area that has been determined to be in need of rehabilitation or redevelopment, to eliminate substandard structural or housing conditions and arrest the deterioration of that area.” An area may be designated in

need of rehabilitation by the local governing body if it is determined that the area exhibits any of the following conditions:

1. A significant portion of structures in the area is in deteriorated or substandard condition;
2. More than half of the housing stock in the delineated area is at least 50 years old;
3. There is a pattern of vacancy, abandonment or underutilization of properties in the area;
4. There is a persistent arrearage of property tax payments on properties in the area;
5. Environmental contamination is discouraging improvements and investment in properties in the area; or
6. A majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is need of repair or substantial maintenance.

The designation of an area in need of rehabilitation may cover a neighborhood, other delineated area or, at times, an entire municipality. The City of Asbury Park has had a city wide designation as an area in need of rehabilitation for over 40 years. Unlike the procedures for designating an Area in Need of Redevelopment, no public hearing is necessary for a rehabilitation designation. Similarly, eminent domain is not allowed for properties in an area designated as in need of rehabilitation. Once an Area in Need of Rehabilitation is designated, the municipality may exercise the following powers:

1. Rehabilitation, repair and improvement of both residential and non-residential structures, done independently or as part of a redevelopment plan or project;
2. Redevelopment and the greater powers associated with the redevelopment designation (except for eminent domain) provided a redevelopment plan is adopted by ordinance for the area in need of rehabilitation; and
3. Tax abatements and exemptions, such as five-year property tax exemptions and abatements pursuant to the procedures and requirements of the Five-Year Exemptions and Abatement Law (N.J.S.A. 40A:21-1 et seq.).
4. In areas that have been designated as Areas in Need of Rehabilitation, municipalities can prepare Rehabilitation Plans and the Governing Body may adopt an Ordinance for that area. Block 2503, Lots 2 through 5 based on the designation of the entire City of Asbury Park as an area in need of rehabilitation, are included in this redevelopment plan which also is a Rehabilitation Plan. In addition, these parcels are in a UEZ zone.



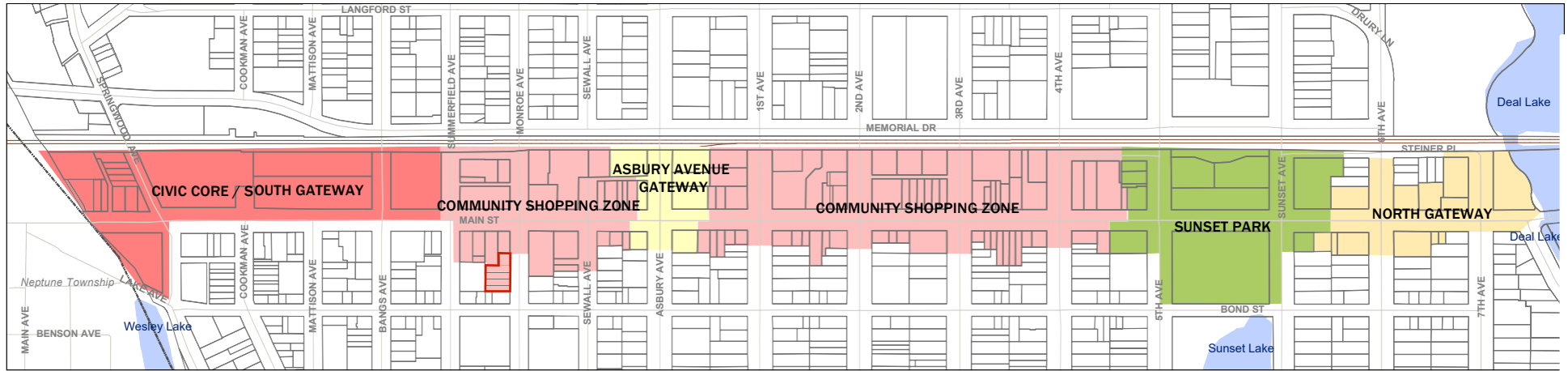
Replace Map on Page 9  
Replace Map on Page 10  
Replace Map on Page 12  
Replace Map on Page 14

Page 39 (Insertion in red)

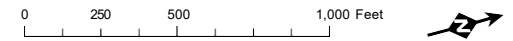
### **SPECIFIC ZONING REGULATIONS FOR BLOCK 2503, LOTS 1-5**

Maximum height of 5 stories 60 feet with an additional penthouse of 12 feet in height permitted.

Large expanses of blank walls shall feature murals to be approved by the municipal public art commission.



**ASBURY PARK MAIN STREET REDEVELOPMENT PLAN: Area in Need of Rehabilitation Added to Community Shopping Zone**  
**Character Districts within the Main Street Redevelopment Area**



Area in Need of Rehabilitation to be added to Community Shopping Zone of Main Street Redevelopment Plan



**Sidewalk View of North Gateway**



**Sidewalk View of Community Shopping Zone**

### 3. REDEVELOPMENT GOALS & OBJECTIVES

The City set forth a series of general goals for the Main Street Redevelopment Plan.

#### Overall Vision, Goals & Objectives

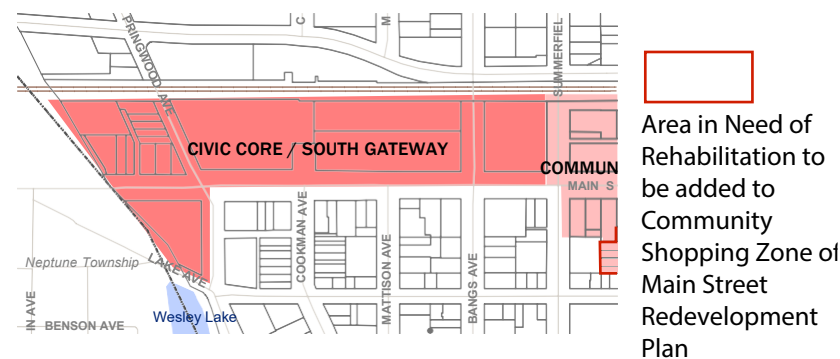
- Make Main Street and east-west avenues adjacent to Main Street more pedestrian friendly to promote interaction and movement between the east and west sides.
- Encourage uses along Main Street that attract pedestrian activity and implement physical improvements to the street and sidewalks to make them safer and easier to use for the pedestrian.
- Improve the access to and usability of the Transportation Center site and City Hall.
- Improve the aesthetic appearance of properties.
- Reinvent the Street as a vital link to other major corridors and parts of the City.
- Identify appropriate uses for the corridor.
- Create recommendations for improved parking.
- Create appropriate design guidelines.
- Include the drafting of zoning regulations and traffic calming measures that will improve safety, particularly for pedestrians.
- Ensure compliance with the State Highway Access Management Code.

#### Vision, Goals, and Objectives by Character District

This section identifies the vision, goals, and objectives for each of the character districts identified in this plan. The aforementioned “overall vision, goals, and objectives” also apply to the individual character districts described here.

##### Civic Core / South Gateway

**Vision.** This area is the core of civic life in Asbury Park, a transit-oriented development focused around the Transportation Center, and a welcoming gateway into the City and the waterfront. It includes a new municipal government center, ground floor retail stores and restaurants, upper-story residences and offices, and community performing arts space. The new buildings in this part of the city have a strong presence. They have the most innovative designs, yet they respect the architecture and views of historic buildings such as the Post Office. Main Street Plaza, along with the green space along the Post Office, are redesigned into usable, active public spaces for residents and visitors. The Transportation Center is repaired and renovated, with increased public programming at the station, safety improvements, and enhanced pedestrian movements.



**Goals & Objectives.** The following are specific goals and objectives that this plan sets forth for this character district.

- *Municipal Building Redevelopment.* Redevelop the existing Municipal Building site into a transit-oriented development. Construct a new structure that accommodates the needs of City government. Include buildings with ground floor retail space, upper-floor offices and residential units, and well-



include Block 79 and Block 105. These blocks should be redeveloped with multi-story structures containing retail and offices uses.

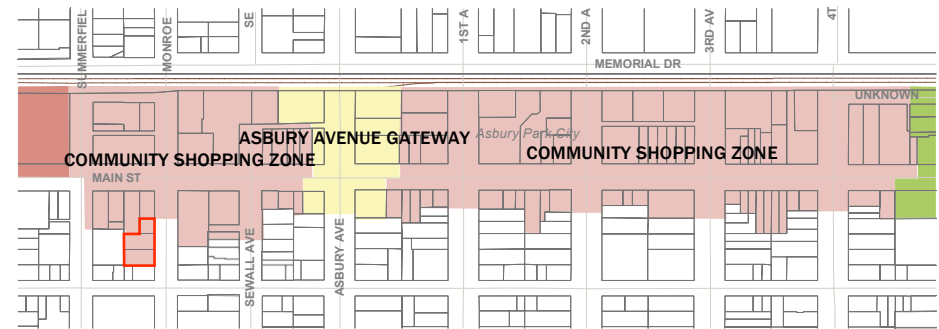
- *Post Office Plaza Project.* Convert the Post Office green space along Main Street into an active and accessible public space.
- *South Gateway Project.* Fund, design, and construct a gateway structure on Main Street. This gateway should be designed by a team of landscape architects and local artists and vetted through a community process. (See Section 8 for examples).
- *Post Office Lighting Project.* Fund, design, and install architectural accent lighting treatment on the Post Office to enhance its appearance at night.



- Seek Transit Village designation from NJDOT / NJ TRANSIT.

### Community Shopping Zone

**Vision.** This section of Main Street is a vibrant commercial district that caters primarily to local residents of all races and income levels but that also draws visitors. New buildings in this section are all constructed up to the sidewalk line and have attractive, lively facades. Surface parking lots that once lined the street have been redeveloped so that buildings line the street. The divide created by



Area in Need of Rehabilitation to be added to Community Shopping Zone of Main Street Redevelopment Plan

railroad tracks between the east and west sides of Main Street is bridged by new development and streetscape treatments.

**Goals & Objectives.** The following are specific goals and objectives that this plan sets forth for this character district.

- Reinforce this section of the redevelopment area as a commercial district that caters primarily to the needs of local residents. However, it should appeal to and draw residents who live both to the west and east of Main Street.
- Encourage property-owners to improve their facades in accordance with the Asbury Park Urban Enterprise Zone Design Guidelines.
- *Pedestrian Sidewalk Restoration.* Where surface parking lots have crept into the pedestrian sidewalk, the pedestrian sidewalk should be restored.
- *Surface Parking Redevelopment.* Encourage property-owners to redevelop



## Asbury Avenue Gateway

**Vision.** This area is the principal gateway into Asbury Park. Remarkable gateway structures welcome motorists as they travel toward Main Street. New buildings, the roadway, and landscape elements reinforce this area as the principal entry point into the city. Buildings in this gateway area demonstrate vitality in design and activity. They are two to four stories tall with ground floor stores and restaurants that offer sidewalk dining. The divide created by railroad tracks between the east and west sides of Main Street is bridged by new development and streetscape treatments.



Area in Need of Rehabilitation to be added to Community Shopping Zone of Main Street Redevelopment Plan

**Goals & Objectives.** The following are specific goals and objectives that this plan sets forth for this character district.

- *Asbury Avenue Public Art Project.* Fund, design, and construct a public art project along Asbury Avenue near Memorial Drive. This installation should be designed by a team of landscape architects and local artists and vetted through a community process. The project should, in form or theme, “unite” the divide frequently mentioned between the eastern and western parts of Asbury Park.
- *Asbury Avenue Gateway Redevelopment.* Redevelop parcels along Asbury Avenue into mixed-use structures with upper story residences and ground floor retail. Bridge the gap between the east and west sides of Main Street created by the railroad tracks by expanding the redevelopment area across Memorial Avenue to include parts of Block 43 and 44. Redevelop these parcels into mixed-use structures.

- *Fire Station Rehabilitation.* Relocate the fire station and rehabilitate the existing structure to house a business such as a restaurant or brew pub that includes an outdoor patio.
- Expand allowable land uses to include artist live/work space on parcels that do not front Main Street.





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-101**

Referring a revised stormwater control ordinance over to the Planning Board.



## RESOLUTION NO. 2021-101

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

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK REFERRING A PROPOSED REVISED STORMWATER CONTROL ORDINANCE TO THE CITY OF ASBURY PARK PLANNING BOARD, AND DIRECTING THE PLANNING BOARD TO TAKE CERTAIN ACTIONS PURSUANT TO THE NEW JERSEY MUNICIPAL LAND USE LAW.**

**WHEREAS**, the existing stormwater control regulations for the City of Asbury Park (the “City”) are currently set forth in Section 30-58 of the Code of the City of Asbury Park; and

**WHEREAS**, the New Jersey Department of Environmental Protection (the “NJDEP”) has prepared a “model” Stormwater Control Ordinance (the “SCO”) for use by New Jersey municipalities which reflects amendments which have been made to the State Stormwater Management Rules at N.J.A.C. 7:8, which were adopted on March 2, 2020; and

**WHEREAS**, a copy of the DEP’s “model” SCO is attached to the within Resolution; and

**WHEREAS**, the “model” SCO represents the minimum standards and expectations which must be followed by all New Jersey municipalities; however, municipalities are permitted to enact more stringent regulations in order to address local water quality and flooding conditions, as well as any other environmental and/or community needs, per the discretion of the specific municipality; and

**WHEREAS**, all New Jersey municipalities are required to update their existing stormwater management regulations in order to adopt, at a minimum, the standards set forth in the attached “model” SCO; and

**WHEREAS**, any revisions to the City’s existing stormwater management regulations will effectuate a revision to the City’s land development regulations; and

**WHEREAS**, as such, before the City adopts any new or amended stormwater management regulations, the proposed revisions must be referred to the Planning Board pursuant to the requirements set forth in the New Jersey Municipal Land Use Law, specifically at N.J.S.A. 40:55D-26(a) and N.J.S.A. 40:55D-62(a), in order to confirm consistency with the City’s Master Plan; and

**WHEREAS**, the Mayor and City Council therefore wish to refer the attached “model” SCO to the Planning Board for review as to its consistency with the City’s Master Plan and/or for the Planning Board to make such recommendations as the Planning Board may wish to provide, before any formal action is undertaken by the Mayor and City Council to approve an updated SCO.

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

1. That the Mayor and Council hereby refer the attached DEP “model” SCO to the Planning Board for review and recommendation in accordance with the requirements of the New Jersey Municipal Land Use Law, specifically per N.J.S.A. 40:55D-26(a) and N.J.S.A. 40:55D-62(a).
2. That the Planning Board is hereby authorized and directed to prepare a report (the “Planning Board Report”) as to the consistency of the DEP’s “model” SCO with the City’s Master Plan, and to provide any such other recommendations as deemed necessary by the Planning Board, within thirty-five (35) days of the date of referral.
3. That the Planning Board Report shall identify any provisions within the attached “model” SCO that are inconsistent with the City’s Master Plan, and provide any recommendations concerning those inconsistencies, as well as provide any further recommendations as the Planning Board deems appropriate.
4. That if the Planning Board Report is not transmitted to the Mayor and Council within thirty-five (35) days of the date of referral, then the Mayor and Council shall be relieved of the requirement to obtain a Planning Board Report relating to the matters which are set forth in the “model” SCO.
5. That the Clerk of the City shall forward a copy of this Resolution, along with the attached DEP “model” SCO, to the Planning Board for its review and action forthwith.
6. That this Resolution shall take effect immediately.
7. That a certified copy of this Resolution shall be provided to each of the following:
  - a. Asbury Park Planning Board;
  - b. Jack Serpico, Esq., Planning Board Attorney;
  - c. Donna M. Vieiro, City Manager;
  - d. Jason D. Harzold, T&M Associates;
  - e. Michele Alonso, Director of Planning & Redevelopment; and
  - f. Frederick C. Raffetto, Esq., Municipal Attorney.



I, MELODY HARTSGROVE, 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. 2021-101 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS 28th DAY OF January, 2021.

MELODY HARTSGROVE  
CITY CLERK



# MEMORANDUM

**MEMO TO:** Donna M. Vieiro  
City of Asbury Park

**FROM:** Jason D. Harzold, Client Manager

**DATE:** January 20, 2021

**SUBJECT:** NJDEP New Stormwater Control Ordinance

Ms. Vieiro,

As part of new NJDEP requirements, NJ municipalities are required to adopt an updated Stormwater Control Ordinance. The new ordinance must be effective by March 3, 2021. The last major overhaul of stormwater regulations was back in 2004. Similar to the last updates, NJDEP has once again prepared a model ordinance for the Borough's adoption.

The following is a high level overview of the major updates and changes associated with the new requirements and ordinance:

1. The most notable change is that "Green Infrastructure" is now required as part of any major development. Green Infrastructure means a stormwater management measure that manages stormwater close to its source by:
  1. Treating stormwater runoff through infiltration into subsoil;
  2. Treating stormwater runoff through filtration by vegetation or soil; or
  3. Storing stormwater runoff for reuse

The intent is to design facilities that use or mimic the natural water cycle to capture, filter, absorb, and/or re-use stormwater.

2. Typically, sites were previously designed with one large drainage basin to capture stormwater runoff from the entire site. A goal of the new regulations is to limit the contributing area of such basins. Instead of one large basin, sites will need to have smaller, more frequent stormwater management facilities. "Green" features such as porous asphalt and rain gardens will likely be used more frequently as well.
3. Under the previous rules, a site with multiple drainage areas and discharge points could sometimes average their required reductions across the entire site to show compliance. With the new rules, it is much clearer that each individual drainage area of a site must meet all water quantity, quality, and groundwater recharge standards individually.

4. The previous trigger for water quality requirements was the creation of ¼ acre or more of new impervious surface. There were often questions over whether or not gravel and other porous parking areas counted as new impervious surface. Developers could argue that some parking areas did not require water quality treatment. The new water quality trigger is ¼ acre or more of new “motor vehicle surface” which clearly includes both pervious and impervious surfaces.
5. There are new requirements for a groundwater mounding analysis to be completed for all infiltration facilities like sand basins and recharge trenches. This will assess the hydraulic impact of the new facility on the groundwater table to avoid adverse impacts such as surface ponding, flooding of basements, and interference with the functionality of the stormwater facility itself.
6. All stormwater management facilities must now be reflected on a deed notice to be filed with the County. An operations and maintenance manual must also be filed with the deed. This will help ensure long term awareness and maintenance of the facilities.
7. The definitions now clearly indicate that minor subdivisions (i.e. two or three new properties out of one existing lot) also require stormwater management compliance if they have the potential to trigger the major development thresholds when the site is fully built out (even at a later date by separate home builders).

The draft model ordinance prepared by NJDEP can be adopted by each municipality without any changes or revisions. However, some municipalities have decided to go above and beyond what NJDEP requires and add additional or more stringent requirements. Should the City wish to do so, the option is available.

If you have any questions on the model ordinance, please do not hesitate to contact me..



**Asbury Park, New Jersey  
ORDINANCE NO. 2021-XX**

**AN ORDINANCE ESTABLISHING NEW REQUIREMENTS RELATING TO  
STORMWATER CONTROL WITHIN THE CITY OF ASBURY PARK, AND  
AMENDING AND SUPPLEMENTING SECTION 30-58, ENTITLED “STORMWATER  
CONTROL” OF CHAPTER 30 “LAND DEVELOPMENT REGULATIONS”  
OF “THE CODE OF THE CITY OF ASBURY PARK” ACCORDINGLY.**

**WHEREAS**, the existing stormwater control regulations for the City of Asbury Park (also referenced as the “City”) are currently set forth in Section 30-58, entitled “Stormwater Control,” of Chapter 30 “Land Development Regulations” of “The Code of the City of Asbury Park”; and

**WHEREAS**, on March 2, 2020, the State of New Jersey adopted amendments (the “amendments”) to the State Stormwater Management Rules at N.J.A.C. 7:8; and

**WHEREAS**, each municipality in New Jersey is required to adopt a revised Stormwater Control Ordinance (also referenced as the “SCO”) which reflects the amendments by March 2, 2021; and

**WHEREAS**, the New Jersey Department of Environmental Protection (the “NJDEP”) has prepared a model SCO (the “model ordinance”) to assist municipalities in revising their stormwater control ordinances to reflect the amendments adopted by the State; and

**WHEREAS**, the provisions referenced below are consistent with the amendments and the model ordinance, with limited revisions specific to the City.

**NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED**, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the existing provisions contained within Section 30-58, entitled “Stormwater Control,” of Chapter 30 “Land Development Regulations,” of “The Code of the City of Asbury Park” are hereby repealed in their entirety.

**NOW, THEREFORE, BE IT FURTHER ORDAINED**, that a new Section 30-58, also entitled “Stormwater Control,” is hereby established for the City as set forth below:



[Items in blue are revisions to the model ordinance.]

## Chapter 30. Land Development Regulations

### 30-58. STORMWATER CONTROL.

#### 30-58.1. Scope and Purpose.

- a. **Policy Statement.** Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.
- b. **Purpose.** The purpose of this section is to establish minimum stormwater management requirements and controls for “major development,” as defined below in Section 30-58.2, and to implement the requirements of the New Jersey Stormwater Management Rules at N.J.A.C. 7:8. In the event of conflict with any provision of this section, the requirements of N.J.A.C. 7:8 shall govern.
- c. **Applicability.** This section shall be applicable to all major and minor development as defined herein projects subject to municipal review in the City of Asbury Park.
- d. **Compatibility with Other Permit and Ordinance Requirements.** Development approvals issued pursuant to this section are to be considered an integral part of development approvals under the municipal review process and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this section shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.  
This section is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this section imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

#### 30-58.2. Definitions.

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

merely directory. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

### **CITY**

shall mean the City of Asbury Park, in the County of Monmouth, State of New Jersey.

### **CAFRA CENTERS, CORES OR NODES**

shall mean those areas with boundaries incorporated by reference or revised by the Department in accordance with N.J.A.C. 7:7-13.16.

### **CAFRA PLANNING MAP**

shall mean the map used by the Department to identify the location of Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes. The CAFRA Planning Map is available on the Department's Geographic Information System (GIS).

### **COMMUNITY BASIN**

shall mean an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond, established in accordance with N.J.A.C. 7:8-4.2(c)14, that is designed and constructed in accordance with the New Jersey Stormwater Best Management Practices Manual, or an alternate design, approved in accordance with N.J.A.C. 7:8-5.2(g), for an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond and that complies with the requirements of this section.

### **COMPACTION**

shall mean the increase in soil bulk density.

### **CONTRIBUTORY DRAINAGE AREA**

shall mean the area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

### **CORE**

shall mean a pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

### **COUNTY REVIEW AGENCY**

shall mean an agency designated by the County Commissioners to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

- (1) A county planning agency; or
- (2) A county water resource association created under N.J.S.A 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

### **DEPARTMENT**

shall mean the Department of Environmental Protection.

**DESIGNATED CENTER**

shall mean a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

**DESIGN ENGINEER**

shall mean a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

**DEVELOPMENT**

shall mean the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlarge-enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1, *et seq.*

In the case of development of agricultural land, development means: any activity that requires a State permit, any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act , N.J.S.A 4:1C-1, *et seq.*

**DISTURBANCE**

shall mean the placement or reconstruction of impervious surface or motor vehicle surface, or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation. Milling and repaving is not considered disturbance for the purposes of this definition.

**DRAINAGE AREA**

shall mean a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

**ENVIRONMENTALLY CONSTRAINED AREA**

shall mean the following areas where the physical alteration of the land is in some way restricted, either through regulation, easement, deed restriction or ownership such as: wetlands, floodplains, threatened and endangered species sites or designated habitats, and parks and preserves. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

**ENVIRONMENTALLY CRITICAL AREA**

shall mean an area or feature which is of significant environmental value, including but not limited to: stream corridors, natural heritage priority sites, habitats of endangered or threatened species, large areas of contiguous open space or upland forest, steep slopes, and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

**EMPOWERMENT NEIGHBORHOODS**

shall mean neighborhoods designated by the Urban Coordinating Council “in consultation and conjunction with” the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

**EROSION**

shall mean the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

**GREEN INFRASTRUCTURE**

shall mean a stormwater management measure that manages stormwater close to its source by:

- (1) Treating stormwater runoff through infiltration into subsoil;
- (2) Treating stormwater runoff through filtration by vegetation or soil; or
- (3) Storing stormwater runoff for reuse.

**HUC 14 OR HYDROLOGIC UNIT CODE 14**

shall mean an area within which water drains to a particular receiving surface water body, also known as a subwatershed, which is identified by a 14-digit hydrologic unit boundary designation, delineated within New Jersey by the United States Geological Survey.

**IMPERVIOUS SURFACE**

shall mean a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

**INFILTRATION**

shall mean the process by which water seeps into the soil from precipitation.

**LEAD PLANNING AGENCY**

shall mean one or more public entities having stormwater management planning authority designated by the regional stormwater management planning committee pursuant to N.J.A.C. 7:8-3.2, that serves as the primary representative of the committee.

**LOW IMPACT DEVELOPMENT TECHNIQUES**

shall mean utilizing strategies and measures that manage stormwater runoff quantity and quality in the absence of structural stormwater measures, such as minimizing site disturbance, preserving natural vegetation and other important site features such as forests and especially core forests, reducing and disconnecting impervious cover, minimizing proposed ground slopes, utilizing native vegetation, minimizing turf grass lawns, revegetating areas, increasing time of concentration, and maintaining and enhancing natural drainage features and characteristics.

**MAJOR DEVELOPMENT**



shall mean an individual “development,” as well as multiple developments that individually or collectively result in:

- (1) The disturbance of one or more acres of land since February 2, 2004;
- (2) The creation of one-quarter acre or more of “regulated impervious surface” since February 2, 2004;
- (3) The creation of one-quarter acre or more of “regulated motor vehicle surface” since the effective date of this ordinance; or
- (4) A combination of 2 and 3 above that totals an area of one-quarter acre or more. The same surface shall not be counted twice when determining if the combination area equals one-quarter acre or more.

Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually meet any one or more of paragraphs 1, 2, 3, or 4 above. Projects undertaken by any government agency that otherwise meet the definition of “major development” but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1, *et seq.*, are also considered “major development.”

#### **MINOR DEVELOPMENT**

shall mean any development that results in an increase in impervious surface of one thousand square feet or more or disturbance of five thousand square feet or more of land but does not meet the definition of a Major Development.

#### **MOTOR VEHICLE**

shall mean land vehicles propelled other than by muscular power, such as automobiles, motorcycles, autocycles, and low speed vehicles. For the purposes of this definition, motor vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, motorized wheelchairs, go-carts, gas buggies, golf carts, ski-slope grooming machines, or vehicles that run only on rails or tracks.

#### **MOTOR VEHICLE SURFACE**

shall mean any pervious or impervious surface that is intended to be used by “motor vehicles” and/or aircraft, and is directly exposed to precipitation including, but not limited to, driveways, parking areas, parking garages, roads, racetracks, and runways.

#### **MUNICIPALITY**

shall mean the City of Asbury Park, in the County of Monmouth, State of New Jersey.

#### **NEW JERSEY STORMWATER BEST MANAGEMENT PRACTICES (BMP) MANUAL OR “BMP MANUAL”**

shall mean the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this section. The BMP Manual is periodically amended

by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department's determination as to the ability of that best management practice to contribute to compliance with the standards contained in this section. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this section, provided the design engineer demonstrates to the municipality, in accordance with Section 30-58.4(f) of this chapter and N.J.A.C. 7:8-5.2(g), that the proposed measure and its design will contribute to achievement of the design and performance standards established by this section.

#### **NODE**

shall mean an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

#### **NUTRIENT**

shall mean a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

#### **PERSON**

shall mean any individual, corporation, company, partnership, firm, association, political subdivision of this State and any state, interstate or Federal agency.

#### **POLLUTANT**

shall mean any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2011, *et seq.*), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. "Pollutant" includes both hazardous and nonhazardous pollutants.

#### **RECHARGE**

shall mean the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

#### **REGULATED IMPERVIOUS SURFACE**

shall mean any of the following, alone or in combination:

- (1) A net increase of impervious surface;
- (2) The total area of impervious surface collected by a new stormwater conveyance system (for the purpose of this definition, a "new stormwater conveyance system" is a stormwater conveyance system that is constructed where one did not exist immediately prior to its construction or an existing system for which a new discharge location is created);

- (3) The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or
- (4) The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

#### **REGULATED MOTOR VEHICLE SURFACE**

shall mean any of the following, alone or in combination:

- (1) The total area of motor vehicle surface that is currently receiving water;
- (2) A net increase in motor vehicle surface; and/or
- (3) Quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

#### **SEDIMENT**

shall mean solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.

#### **SITE**

shall mean the lot or lots upon which a major development is to occur or has occurred.

#### **SOIL**

shall mean all unconsolidated mineral and organic material of any origin.

#### **STATE DEVELOPMENT AND REDEVELOPMENT PLAN METROPOLITAN PLANNING AREA (PA1)**

shall mean an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State's future redevelopment and revitalization efforts.

#### **STATE PLAN POLICY MAP**

shall mean the geographic application of the State Development and Redevelopment Plan's goals and statewide policies, and the official map of these goals and policies.

#### **STORMWATER**

shall mean water resulting from precipitation (including rain and snow) that runs off the land's surface, is transmitted to the subsurface, or is captured by separate storm sewers or other sewage or drainage facilities, or conveyed by snow removal equipment.

#### **STORMWATER MANAGEMENT BMP**

shall mean an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management BMP may either be normally dry (that is, a detention basin or infiltration system), retain water in a permanent pool (a retention basin), or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

**STORMWATER MANAGEMENT MEASURE**

shall mean any practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

**STORMWATER RUNOFF**

shall mean water flow on the surface of the ground or in storm sewers, resulting from precipitation.

**STORMWATER MANAGEMENT PLANNING AGENCY**

shall mean a public body authorized by legislation to prepare stormwater management plans.

**STORMWATER MANAGEMENT PLANNING AREA**

shall mean the geographic area for which a stormwater management planning agency is authorized to prepare stormwater management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

**TIDAL FLOOD HAZARD AREA**

shall mean a flood hazard area in which the flood elevation resulting from the two-, 10-, or 100-year storm, as applicable, is governed by tidal flooding from the Atlantic Ocean. Flooding in a tidal flood hazard area may be contributed to, or influenced by, stormwater runoff from inland areas, but the depth of flooding generated by the tidal rise and fall of the Atlantic Ocean is greater than flooding from any fluvial sources. In some situations, depending upon the extent of the storm surge from a particular storm event, a flood hazard area may be tidal in the 100-year storm, but fluvial in more frequent storm events.

**URBAN COORDINATING COUNCIL EMPOWERMENT NEIGHBORHOOD**

shall mean a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

**URBAN ENTERPRISE ZONES**

shall mean a zone designated by the New Jersey Enterprise Zone Authority pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60, *et. seq.*

**URBAN REDEVELOPMENT AREA**

shall mean previously developed portions of areas:

- (1) Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;
- (2) Designated as CAFRA Centers, Cores or Nodes;
- (3) Designated as Urban Enterprise Zones; and



- (4) Designated as Urban Coordinating Council Empowerment Neighborhoods.

### **WATER CONTROL STRUCTURE**

shall mean a structure within, or adjacent to, a water, which intentionally or coincidentally alters the hydraulic capacity, the flood elevation resulting from the two-, 10-, or 100-year storm, flood hazard area limit, and/or floodway limit of the water. Examples of a water control structure may include a bridge, culvert, dam, embankment, ford (if above grade), retaining wall, and weir.

### **WATERS OF THE STATE**

shall mean the ocean and its estuaries, all springs, streams, wetlands, and bodies of surface or groundwater, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

### **WETLANDS OR WETLAND**

shall mean an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

### **30-58.3. General Standards.**

- a. Design and Performance Standards for Stormwater Management Measures.
  1. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:
    - (a) The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39, *et seq.*, and implementing rules at N.J.A.C. 2:90.
    - (b) The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.
- b. The standards in this section apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.

### **30-58.4. Stormwater Management Requirements for Major Development.**

- a. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with Section 30-58.11.

- b. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlnebergi* (bog turtle).
- c. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Section 30-58.4(p), (q) and (r):
  - 1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;
  - 2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and
  - 3. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.
- d. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Section 30-58.4(o), (p), (q) and (r) may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:
  - 1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
  - 2. The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of Section 30-58.4(o), (p), (q) and (r) to the maximum extent practicable;
  - 3. The applicant demonstrates that, in order to meet the requirements of Section 30-58.4(o), (p), (q) and (r), existing structures currently in use, such as homes and buildings, would need to be condemned; and
  - 4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under Section 30-58.4(d)(3) above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of Section 30-58.4(o), (p), (q) and (r) that were not achievable onsite.
- e. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in Section 30-58.4(o), (p), (q) and (r). When

designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at:

[https://njstormwater.org/bmp\\_manual2.htm](https://njstormwater.org/bmp_manual2.htm).

- f. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this section the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

| <b>Table 1</b><br><b>Green Infrastructure BMPs for Groundwater Recharge, Stormwater Runoff</b><br><b>Quality, and/or Stormwater Runoff Quantity</b> |                                                             |                                   |                                         |                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------|-----------------------------------------|-----------------------------------------------------------------|
| <b>Best Management Practice</b>                                                                                                                     | <b>Stormwater Runoff Quality TSS Removal Rate (percent)</b> | <b>Stormwater Runoff Quantity</b> | <b>Groundwater Recharge</b>             | <b>Minimum Separation from Seasonal High Water Table (feet)</b> |
| Cistern                                                                                                                                             | 0                                                           | Yes                               | No                                      | --                                                              |
| Dry Well <sup>(a)</sup>                                                                                                                             | 0                                                           | No                                | Yes                                     | 2                                                               |
| Grass Swale                                                                                                                                         | 50 or less                                                  | No                                | No                                      | 2 <sup>(e)</sup><br>1 <sup>(f)</sup>                            |
| Green Roof                                                                                                                                          | 0                                                           | Yes                               | No                                      | --                                                              |
| Manufactured Treatment Device <sup>(a) (g)</sup>                                                                                                    | 50 or 80                                                    | No                                | No                                      | Dependent upon the device                                       |
| Pervious Paving System <sup>(a)</sup>                                                                                                               | 80                                                          | Yes                               | Yes <sup>(b)</sup><br>No <sup>(c)</sup> | 2 <sup>(b)</sup><br>1 <sup>(c)</sup>                            |
| Small-Scale Bioretention Basin <sup>(a)</sup>                                                                                                       | 80 or 90                                                    | Yes                               | Yes <sup>(b)</sup><br>No <sup>(c)</sup> | 2 <sup>(b)</sup><br>1 <sup>(c)</sup>                            |
| Small-Scale Infiltration Basin <sup>(a)</sup>                                                                                                       | 80                                                          | Yes                               | Yes                                     | 2                                                               |

|                         |       |     |     |    |
|-------------------------|-------|-----|-----|----|
| Small-Scale Sand Filter | 80    | Yes | Yes | 2  |
| Vegetative Filter Strip | 60-80 | No  | No  | -- |

(Notes corresponding to annotations <sup>(a)</sup> through <sup>(g)</sup> are found beneath Table 3 below).

| <b>Table 2</b><br><b>Green Infrastructure BMPs for Stormwater Runoff Quantity</b><br><b>(or for Groundwater Recharge and/or Stormwater Runoff Quality</b><br><b>with a Waiver or Variance from N.J.A.C. 7:8-5.3)</b> |                                                      |                            |                                         |                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|----------------------------|-----------------------------------------|----------------------------------------------------------|
| Best Management Practice                                                                                                                                                                                             | Stormwater Runoff Quality TSS Removal Rate (percent) | Stormwater Runoff Quantity | Groundwater Recharge                    | Minimum Separation from Seasonal High Water Table (feet) |
| Bioretention System                                                                                                                                                                                                  | 80 or 90                                             | Yes                        | Yes <sup>(b)</sup><br>No <sup>(c)</sup> | 2 <sup>(b)</sup><br>1 <sup>(c)</sup>                     |
| Infiltration Basin                                                                                                                                                                                                   | 80                                                   | Yes                        | Yes                                     | 2                                                        |
| Sand Filter <sup>(b)</sup>                                                                                                                                                                                           | 80                                                   | Yes                        | Yes                                     | 2                                                        |
| Standard Constructed Wetland                                                                                                                                                                                         | 90                                                   | Yes                        | No                                      | N/A                                                      |
| Wet Pond <sup>(d)</sup>                                                                                                                                                                                              | 50-90                                                | Yes                        | No                                      | N/A                                                      |

(Notes corresponding to annotations <sup>(b)</sup> through <sup>(d)</sup> are found beneath Table 3 below).

| <b>Table 3</b><br><b>BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or</b><br><b>Stormwater Runoff Quantity</b><br><b>only with a Waiver or Variance from N.J.A.C. 7:8-5.3</b> |                                                      |                            |                      |                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|----------------------------|----------------------|----------------------------------------------------------|
| Best Management Practice                                                                                                                                                                      | Stormwater Runoff Quality TSS Removal Rate (percent) | Stormwater Runoff Quantity | Groundwater Recharge | Minimum Separation from Seasonal High Water Table (feet) |
| Blue Roof                                                                                                                                                                                     | 0                                                    | Yes                        | No                   | N/A                                                      |



|                                              |          |     |    |                           |
|----------------------------------------------|----------|-----|----|---------------------------|
| Extended Detention Basin                     | 40-60    | Yes | No | 1                         |
| Manufactured Treatment Device <sup>(h)</sup> | 50 or 80 | No  | No | Dependent upon the device |
| Sand Filter <sup>(c)</sup>                   | 80       | Yes | No | 1                         |
| Subsurface Gravel Wetland                    | 90       | No  | No | 1                         |
| Wet Pond                                     | 50-90    | Yes | No | N/A                       |

Notes to Tables 1, 2, and 3:

- (a) subject to the applicable contributory drainage area limitation specified at Section 30-58.4(o)(2);
  - (b) designed to infiltrate into the subsoil;
  - (c) designed with underdrains;
  - (d) designed to maintain at least a 10-foot wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
  - (e) designed with a slope of less than two percent;
  - (f) designed with a slope of equal to or greater than two percent;
  - (g) manufactured treatment devices that meet the definition of green infrastructure at Section 30-58.2;
  - (h) manufactured treatment devices that do not meet the definition of green infrastructure at Section 30-58.2.
- g. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with Section 30-58.6(b). Alternative stormwater management measures may be used to satisfy the requirements at Section 30-58.4(o) only if the measures meet the definition of green infrastructure at Section 30-58.2. Alternative stormwater management measures that function in a similar manner to a BMP listed at Section 30-58.4(o)(2) are subject to the contributory drainage area limitation specified at Section 30-58.4(o)(2) for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at Section 30-58.4(o)(2) shall have a contributory drainage area less than or equal to

2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section 30-58.4(d) is granted from Section 30-58.4(o).

- h. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.
- i. Design standards for stormwater management measures are as follows:
  - 1. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
  - 2. Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of Section 30-58.9(c);
  - 3. Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;
  - 4. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at Section 30-58.9; and
  - 5. The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.

- j. Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at Section 30-58.2 may be used only under the circumstances described at Section 30-58.4(o)(4).
- k. Any application for a new agricultural development that meets the definition of major development at Section 30-58.2 shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at Section 30-58.4(o), (p), (q) and (r) and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.
- l. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section 30-58.4(p), (q) and (r) shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.
- m. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the Monmouth County Clerk's Office. A form of deed notice shall be submitted to the City for approval prior to filing. The deed notice shall contain a description of the stormwater management measure(s) used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section 30-58.4(o), (p), (q) and (r) and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to Section 30-58.11(b)(5). Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.
- n. A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to Section 30-58.4 of this chapter and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the Monmouth County Clerk's Office and shall

contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with Section 30-58.4(m) above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with Section 30-58.4(m) above.

o. Green Infrastructure Standards.

1. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.
2. To satisfy the groundwater recharge and stormwater runoff quality standards at Section 30-58.4(p) and (q), the design engineer shall utilize green infrastructure BMPs identified in Table 1 at Section 30-58.4(f) and/or an alternative stormwater management measure approved in accordance with Section 30-58.4(g). The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

| <b>Best Management Practice</b>  | <b>Maximum Contributory Drainage Area</b>                                        |
|----------------------------------|----------------------------------------------------------------------------------|
| Dry Well                         | 1 acre                                                                           |
| Manufactured Treatment Device    | 2.5 acres                                                                        |
| Pervious Pavement Systems        | Area of additional inflow cannot exceed three times the area occupied by the BMP |
| Small-scale Bioretention Systems | 2.5 acres                                                                        |
| Small-scale Infiltration Basin   | 2.5 acres                                                                        |
| Small-scale Sand Filter          | 2.5 acres                                                                        |

3. To satisfy the stormwater runoff quantity standards at Section 30-58.4(r), the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with Section 30-58.4(g).
4. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section 30-58.4(d) is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with Section 30-58.4(g) may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section 30-58.4(p), (q) and (r).
5. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully



satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at Section 30-58.4(p), (q) and (r), unless the project is granted a waiver from strict compliance in accordance with Section 30-58.4(d).

p. Groundwater Recharge Standards.

1. This subsection contains the minimum design and performance standards for groundwater recharge as follows:
2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at Section 30-58.5, either:
  - (a) Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
  - (b) Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the 2-year storm is infiltrated.
3. This groundwater recharge requirement does not apply to projects within the “urban redevelopment area,” or to projects subject to 4 below.
4. The following types of stormwater shall not be recharged:
  - (a) Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than “reportable quantities” as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and
  - (b) Industrial stormwater exposed to “source material.” “Source material” means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

q. Stormwater Runoff Quality Standards.

1. This subsection contains the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of one-quarter acre or more of regulated motor vehicle surface.
2. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm as follows:
  - (a) Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.
  - (b) If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.
3. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with 2 above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.
4. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the volume of runoff may take into account the implementation of stormwater management measures.

**Table 4 - Water Quality Design Storm Distribution**

| <b>Time<br/>(Minutes)</b> | <b>Cumulative<br/>Rainfall<br/>(Inches)</b> | <b>Time<br/>(Minutes)</b> | <b>Cumulative<br/>Rainfall<br/>(Inches)</b> | <b>Time<br/>(Minutes)</b> | <b>Cumulative<br/>Rainfall<br/>(Inches)</b> |
|---------------------------|---------------------------------------------|---------------------------|---------------------------------------------|---------------------------|---------------------------------------------|
| 1                         | 0.00166                                     | 41                        | 0.1728                                      | 81                        | 1.0906                                      |
| 2                         | 0.00332                                     | 42                        | 0.1796                                      | 82                        | 1.0972                                      |
| 3                         | 0.00498                                     | 43                        | 0.1864                                      | 83                        | 1.1038                                      |
| 4                         | 0.00664                                     | 44                        | 0.1932                                      | 84                        | 1.1104                                      |
| 5                         | 0.00830                                     | 45                        | 0.2000                                      | 85                        | 1.1170                                      |
| 6                         | 0.00996                                     | 46                        | 0.2117                                      | 86                        | 1.1236                                      |
| 7                         | 0.01162                                     | 47                        | 0.2233                                      | 87                        | 1.1302                                      |
| 8                         | 0.01328                                     | 48                        | 0.2350                                      | 88                        | 1.1368                                      |
| 9                         | 0.01494                                     | 49                        | 0.2466                                      | 89                        | 1.1434                                      |
| 10                        | 0.01660                                     | 50                        | 0.2583                                      | 90                        | 1.1500                                      |
| 11                        | 0.01828                                     | 51                        | 0.2783                                      | 91                        | 1.1550                                      |
| 12                        | 0.01996                                     | 52                        | 0.2983                                      | 92                        | 1.1600                                      |
| 13                        | 0.02164                                     | 53                        | 0.3183                                      | 93                        | 1.1650                                      |
| 14                        | 0.02332                                     | 54                        | 0.3383                                      | 94                        | 1.1700                                      |
| 15                        | 0.02500                                     | 55                        | 0.3583                                      | 95                        | 1.1750                                      |
| 16                        | 0.03000                                     | 56                        | 0.4116                                      | 96                        | 1.1800                                      |
| 17                        | 0.03500                                     | 57                        | 0.4650                                      | 97                        | 1.1850                                      |
| 18                        | 0.04000                                     | 58                        | 0.5183                                      | 98                        | 1.1900                                      |
| 19                        | 0.04500                                     | 59                        | 0.5717                                      | 99                        | 1.1950                                      |
| 20                        | 0.05000                                     | 60                        | 0.6250                                      | 100                       | 1.2000                                      |
| 21                        | 0.05500                                     | 61                        | 0.6783                                      | 101                       | 1.2050                                      |
| 22                        | 0.06000                                     | 62                        | 0.7317                                      | 102                       | 1.2100                                      |
| 23                        | 0.06500                                     | 63                        | 0.7850                                      | 103                       | 1.2150                                      |
| 24                        | 0.07000                                     | 64                        | 0.8384                                      | 104                       | 1.2200                                      |
| 25                        | 0.07500                                     | 65                        | 0.8917                                      | 105                       | 1.2250                                      |
| 26                        | 0.08000                                     | 66                        | 0.9117                                      | 106                       | 1.2267                                      |
| 27                        | 0.08500                                     | 67                        | 0.9317                                      | 107                       | 1.2284                                      |
| 28                        | 0.09000                                     | 68                        | 0.9517                                      | 108                       | 1.2300                                      |
| 29                        | 0.09500                                     | 69                        | 0.9717                                      | 109                       | 1.2317                                      |
| 30                        | 0.10000                                     | 70                        | 0.9917                                      | 110                       | 1.2334                                      |
| 31                        | 0.10660                                     | 71                        | 1.0034                                      | 111                       | 1.2351                                      |
| 32                        | 0.11320                                     | 72                        | 1.0150                                      | 112                       | 1.2367                                      |
| 33                        | 0.11980                                     | 73                        | 1.0267                                      | 113                       | 1.2384                                      |
| 34                        | 0.12640                                     | 74                        | 1.0383                                      | 114                       | 1.2400                                      |
| 35                        | 0.13300                                     | 75                        | 1.0500                                      | 115                       | 1.2417                                      |
| 36                        | 0.13960                                     | 76                        | 1.0568                                      | 116                       | 1.2434                                      |
| 37                        | 0.14620                                     | 77                        | 1.0636                                      | 117                       | 1.2450                                      |
| 38                        | 0.15280                                     | 78                        | 1.0704                                      | 118                       | 1.2467                                      |
| 39                        | 0.15940                                     | 79                        | 1.0772                                      | 119                       | 1.2483                                      |
| 40                        | 0.16600                                     | 80                        | 1.0840                                      | 120                       | 1.2500                                      |

5. If more than one BMP in series is necessary to achieve the required 80 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (A \times B) / 100,$$

Where

$R$  = total TSS Percent Load Removal from application of both BMPs, and  
 $A$  = the TSS Percent Removal Rate applicable to the first BMP  
 $B$  = the TSS Percent Removal Rate applicable to the second BMP.

6. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in Sections 30-58.4(p), (q) and (r).
  7. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
  8. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C.7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C.7:13.
  9. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.
  10. This stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.
- r. Stormwater Runoff Quantity Standards.
1. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.



2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at Section 30-58.5, complete one of the following:
  - (a) Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the 2-, 10-, and 100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
  - (b) Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the 2-, 10- and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;
  - (c) Design stormwater management measures so that the post-construction peak runoff rates for the 2-, 10- and 100-year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or
  - (d) In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with 2(a), (b) and (c) above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.
3. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

### **30-58.5. Calculation of Stormwater Runoff and Groundwater Recharge.**

- a. Stormwater runoff shall be calculated in accordance with the following:
  1. The design engineer shall calculate runoff using one of the following methods:
    - (a) The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 Part 630, Hydrology National Engineering Handbook, incorporated herein by reference as amended and

supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds* (TR-55), dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

[https://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprdb1044171.pdf](https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1044171.pdf)

or at United States Department of Agriculture Natural Resources Conservation Service, 220 Davison Avenue, Somerset, New Jersey 08873; or

- (b) The Rational Method for peak flow and the Modified Rational Method for hydrograph computations. The rational and modified rational methods are described in "Appendix A-9 Modified Rational Method" in the Standards for Soil Erosion and Sediment Control in New Jersey, January 2014. This document is available from the State Soil Conservation Committee or any of the Soil Conservation Districts listed at N.J.A.C. 2:90-1.3(a)3. The location, address, and telephone number for each Soil Conservation District is available from the State Soil Conservation Committee, PO Box 330, Trenton, New Jersey 08625. The document is also available at:

<http://www.nj.gov/agriculture/divisions/anr/pdf/2014NJSoilErosionControlStandardsComplete.pdf>.

2. For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology above at Section 30-58.5(a)(1)(a) and the Rational and Modified Rational Methods at Section 30-58.5(a)(1)(b). A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover have existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).
3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.

4. In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS *Technical Release 55 – Urban Hydrology for Small Watersheds* or other methods may be employed.
  5. If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.
- b. Groundwater recharge may be calculated in accordance with the following:
- The New Jersey Geological Survey Report GSR-32, A Method for Evaluating Groundwater-Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at the New Jersey Geological Survey website at:
- <https://www.nj.gov/dep/njgs/pricelst/gsreport/gsr32.pdf>
- or at New Jersey Geological and Water Survey, 29 Arctic Parkway, PO Box 420 Mail Code 29-01, Trenton, New Jersey 08625-0420.

### 30-58.6. Sources for Technical Guidance.

- a. Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department's website at:
- [http://www.nj.gov/dep/stormwater/bmp\\_manual2.htm](http://www.nj.gov/dep/stormwater/bmp_manual2.htm).
1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.
  2. Additional maintenance guidance is available on the Department's website at:
- [https://www.njstormwater.org/maintenance\\_guidance.htm](https://www.njstormwater.org/maintenance_guidance.htm).
- b. Submissions required for review by the Department should be mailed to:  
The Division of Water Quality, New Jersey Department of Environmental Protection,  
Mail Code 401-02B, PO Box 420, Trenton, New Jersey 08625-0420.

**30-58.7. Stormwater Management Requirements for Minor Development.**

- a. The stormwater runoff requirements applicable to minor developments are as follows:
1. For each square foot of new impervious surface; 2 gallons of stormwater shall be managed using one or more of the green infrastructure practices set forth in Table 5 below, or by such other measures as may be required by the city engineer of which the 95% percentile storm must be retained on site utilizing green infrastructure
  2. All such development shall be subject to review by the city engineer to determine that all stormwater runoff created by the development is adequately controlled and does not cause an adverse impact on adjoining properties.
  3. In such cases where it is determined that the out flow from the stormwater management system will impact an adjacent property, the out flow shall be directed to a storm sewer, gutter, swale, or other suitable stormwater runoff conveyance measure.
  4. If the City Engineer (or Board Engineer, where applicable) determines that the out flow from the stormwater management system will damage an adjoining property and the out flow cannot be safely directed to a storm sewer, gutter, swale, or other suitable stormwater runoff conveyance measure, the stormwater runoff from the development shall be retained on-site at a rate of 3 gallons of storage for each square foot of new impervious surface using green infrastructure practices or such other measures as may be required by the City Engineer (or Board Engineer, where applicable).
  5. If the applicant cannot comply with (4) above, the proposal should be redesigned, or reduced in scope so that the stormwater management measures do not damage an adjoining property.

| <b>Table 5<br/>Minor Development BMP</b> |                                       |
|------------------------------------------|---------------------------------------|
| <b>Grass Swale</b>                       | <b>Green Roof</b>                     |
| <b>Pervious Paving System</b>            | <b>Small-Scale Bioretention Basin</b> |
| <b>Small-Scale Infiltration Basin</b>    | <b>Small-Scale Sand Filter</b>        |
| <b>Vegetative Filter Strip</b>           | <b>Cistern</b>                        |
| <b>Dry Well*</b>                         |                                       |

\*The use of dry wells is allowed only where the other listed methods cannot feasibly meet the requirements of this section.

- b. Soil Testing shall be performed to confirm the permeability of the soils and the depth of the water table and seasonal high water table.
- c. The stormwater management feature shall be protected from future development by conservation easement, deed restriction, or other acceptable legal measures.
- d. Variances. A variance from strict compliance with the requirements of this section may be granted by the reviewing board for those projects where an applicant has demonstrated the inability or impracticability of strict compliance with the stormwater management requirements in this section.

**30-58.8. Solids and Floatable Materials Control Standards.**

- a. Site design features identified under Section IV.F above, or alternative designs in accordance with Section 30-58.4(g) above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, “solid and floatable materials” means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see Section 30-58.8(a)(2) below.

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

- (a) The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
- (b) A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

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

- (c) For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.

2. The standard in Section 30-58.8(a)(1) above does not apply:

- (a) Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
- (b) Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
- (c) Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a



minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:

- i. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
- ii. A bar screen having a bar spacing of 0.5 inches.

Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).

- (d) Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or
- (e) Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

### **30-58.9. Safety Standards for Stormwater Management Basins.**

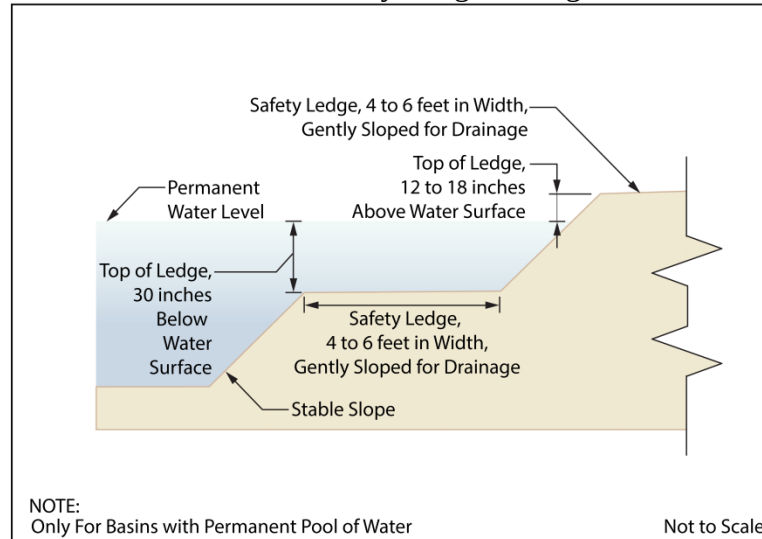
- a. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management BMPs. This section applies to any new stormwater management BMP.
- b. The provisions of this section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management BMPs. Municipal and county stormwater management plans and ordinances may, pursuant to their authority, require existing stormwater management BMPs to be retrofitted to meet one or more of the safety standards in Section 30-58.9(c)(1), (c)(2) and (c)(3) below for trash racks, overflow grates, and escape provisions at outlet structures.
- c. Requirements for Trash Racks, Overflow Grates and Escape Provisions.
  - 1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater management BMP to ensure proper functioning of the BMP outlets in accordance with the following:
    - (a) The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
    - (b) The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;

- (c) The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and
  - (d) The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.
- 2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:
  - (a) The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
  - (b) The overflow grate spacing shall be no less than two inches across the smallest dimension.
  - (c) The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.
- 3. Stormwater management BMPs shall include escape provisions as follows:
  - (a) If a stormwater management BMP has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management BMPs. With the prior approval of the municipality pursuant to Section 30-58.9(c) a free-standing outlet structure may be exempted from this requirement;
  - (b) Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See VIII.E for an illustration of safety ledges in a stormwater management BMP; and
  - (c) In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.
- d. Variance or Exemption from Safety Standard.

A variance or exemption from the safety standards for stormwater management BMPs may be granted only upon a written finding by the municipality that the variance or exemption will not constitute a threat to public safety.

e. Safety Ledge Illustration.

Elevation View –Basin Safety Ledge Configuration



**30-58.10. Requirements for a Site Development Stormwater Plan.**

a. Submission of Site Development Stormwater Plan.

1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at Section 30-58.10(c) below as part of the submission of the application for approval.
2. The applicant shall demonstrate that the project meets the standards set forth in this section.
3. The applicant shall submit three (3) copies of the materials listed in the checklist for site development stormwater plans in accordance with Section 30-58.10(c) of this chapter.

b. Site Development Stormwater Plan Approval.

The applicant's Site Development project shall be reviewed as a part of the review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the municipality's review engineer to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this chapter.

c. Submission of Site Development Stormwater Plan.

The following information shall be required:

1. Topographic Base Map.

The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of 1"=200' or greater, showing 2-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams that drain into or upstream of the Category One waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

2. Environmental Site Analysis.

A written and graphic description of the natural and man-made features of the site and its surroundings should be submitted. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.

3. Project Description and Site Plans.

A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations will occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high groundwater elevations. A written description of the site plan and justification for proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan.

This plan shall provide a demonstration of how the goals and standards of Sections 30-58.3 through 30-58.5 are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

5. Stormwater Management Facilities Map.

The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

- (a) Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.
- (b) Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations.

- (a) Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in Section 30-58.4 of this chapter.
- (b) When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan.

The design and planning of the stormwater management facility shall meet the maintenance requirements of Section 30-58.11 below.

8. Waiver from Submission Requirements.

The municipal official or board reviewing an application under this ordinance may, in consultation with the municipality's review engineer, waive submission of any of the requirements set forth in Sections 30-58.10(c)(1) through (c)(6) above when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

**30-58.11. Maintenance and Repair.**

a. Applicability.

Projects subject to review as specified in Section 30-58.1(c) above shall comply with the requirements of Section 30-58.11(b) and (c) below.

b. General Maintenance.

- 1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.



2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.
3. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
4. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.
5. If the party responsible for maintenance identified under Section 30-58.11(b)(3) above is not a public agency, the maintenance plan and any future revisions based on Section 30-58.11(b)(7) below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
6. Preventative and corrective maintenance shall be performed to maintain the functional parameters (storage volume, infiltration rates, inflow/outflow capacity, etc.) of the stormwater management measure, including, but not limited to, repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of non-vegetated linings.
7. The party responsible for maintenance identified under Section 30-58.11(b)(3) above shall perform all of the following requirements:
  - (a) maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
  - (b) evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and

- (c) retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Sections 30-58.11(b)(6) and (b)(7).
- 8. The requirements of Sections 30-58.11(b)(3) and (b)(4) above do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.
- 9. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the city engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.
- c. Nothing in this subsection shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53.

### **30-58.12. Penalties.**

The City will request all responsible parties to submit annual statements documenting the operation and maintenance of their facilities. This will assist the City in completing the Annual Certification Form as well as provide documentation of all operations and maintenance not conducted by City personnel on stormwater management facilities. Should the responsible parties not submit annual statements or fail to conduct the required maintenance, the City will assess penalties against the owner as follows and in accordance with the City's Code: (i) the City will first send the owner a thirty (30)-day written notice of the reporting requirement; (ii) a one thousand (\$1,000.00) dollar 1st offense fine will be issued if no annual statement is received within the thirty (30)-day period; (iii) the City will send a 2nd letter with notice of the offense; (iv) a two thousand (\$2,000.00) 2nd offense fine will be imposed if no annual statement is received within the second thirty (30)-day period; (v) as a last resort the City will perform an assessment and liens against the applicable property for the amount of all penalties and the annual report preparation costs.

Additionally, any person who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this § shall be subject to the following penalties: (i) the City will first send the owner a thirty (30)-day written notice of the reporting requirement; (ii) a

one thousand (\$1,000.00) dollar 1st offense fine will be issued if no annual statement is received within the thirty (30)-day period; (iii) the City will send a 2nd letter with notice of the offense; (iv) a two thousand (\$2,000.00) dollar 2nd offense fine will be imposed if no annual statement is received within the second thirty (30)-day period; (v) as a last resort the City will perform an assessment and liens against the applicable property for the amount of all penalties and the annual report preparation costs.

### 30-58.13. Severability.

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

### 30-58.14. Effective Date.

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

I, MELODY HARTSGROVE, 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. 2021-\_\_\_\_\_, which was finally adopted by the City Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CERTIFIED BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MELODY HARTSGROVE  
CITY CLERK

| ✓ Vote Record – Ordinance 2021-_____        |                |  |                          |                          |                          |                          |
|---------------------------------------------|----------------|--|--------------------------|--------------------------|--------------------------|--------------------------|
|                                             |                |  | Yes/Aye                  | No/Nay                   | Abstain                  | Absent                   |
| <input type="checkbox"/> Adopted            | Eileen Chapman |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Adopted as Amended | Yvonne Clayton |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Defeated           | Jesse Kendle   |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Tabled             | Amy Quinn      |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Withdrawn          | John Moor      |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-107**

Pay Bills of the City of Asbury Park



## RESOLUTION NO. 2021-107

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

### RESOLUTION APPROVING PAYMENT OF BILLS

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

**BE IT RESOLVED**, that these vouchers payable totaling \$11,995,180.77

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

|                    |                             |
|--------------------|-----------------------------|
| CURRENT VOUCHERS   | \$ 1,124,777.93             |
| DEBT SERVICE       | <u>10,870,402.84</u>        |
| <br>TOTAL VOUCHERS | <br>\$ <u>11,995,180.77</u> |

I, MELODY HARTSGROVE, 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. 2021-107 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE  
CITY CLERK



February 4, 2021  
10:32 AM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

Pa 3.D.3.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: 0-First      to 1-Last      Bid: Y    State: Y    Other: Y    Exempt:  
Rcvd Batch Id Range: First    to Last      Encumbrance Date Range: First    to 12/31/21    Include Non-Budgeted:  
Department Page Break: No      Subtotal CAFR: Yes      Subtotal Department: Yes      Subtotal Extd: Yes

| Budget Account                        | Description                            | P.O. Id | P.O. Description | Amount    | Void Amount | PO Type |
|---------------------------------------|----------------------------------------|---------|------------------|-----------|-------------|---------|
| Fund:      CURRENT                    |                                        |         |                  |           |             |         |
| Department: ADMINISTRATION            |                                        |         |                  |           |             |         |
| Extd:      ADMINISTRATION             |                                        |         |                  |           |             |         |
| 0-01-20-100-000-201                   | ADMINISTRATION General Plant           |         |                  |           |             |         |
| KYLEM005 KYLE MCMANUS ASSOCIATES LLC  | 21-00054 Invoice 2466 DECEMBER 2020    |         |                  | 5,467.00  | 0.00        |         |
| 0-01-20-100-000-209                   | ADMINISTRATION Fees                    |         |                  |           |             |         |
| ATLTOM ATLANTIC TOMORROWS OFFICE      | 21-00201 INV #CNIN119511C 10/1 - 12/31 |         |                  | 307.67    | 0.00        |         |
|                                       | Extd Total: ADMINISTRATION             |         |                  | 5,774.67  |             |         |
|                                       | Department Total: ADMINISTRATION       |         |                  | 5,774.67  |             |         |
| Department: MUNIC CLERK               |                                        |         |                  |           |             |         |
| Extd:      MUNICIPAL CLERK            |                                        |         |                  |           |             |         |
| 0-01-20-120-000-201                   | MUNICIPAL CLERK General Plant          |         |                  |           |             |         |
| ATLTOM ATLANTIC TOMORROWS OFFICE      | 21-00201 INV #CNIN119511C 10/1 - 12/31 |         |                  | 692.97    | 0.00        |         |
| 0-01-20-120-000-202                   | MUNICIPAL CLERK Office Supplies        |         |                  |           |             |         |
| WBMASON W.B.MASON CO., INC.           | 20-03357 Office Supplies               |         |                  | 245.68    | 0.00        |         |
|                                       | Extd Total: MUNICIPAL CLERK            |         |                  | 938.65    |             |         |
|                                       | Department Total: MUNIC CLERK          |         |                  | 938.65    |             |         |
| Department: FINANCE                   |                                        |         |                  |           |             |         |
| Extd:      FINANCIAL ADMINISTRATION   |                                        |         |                  |           |             |         |
| 0-01-20-130-000-201                   | FINANCE General Plant                  |         |                  |           |             |         |
| ATLTOM ATLANTIC TOMORROWS OFFICE      | 21-00201 INV #CNIN119511C 10/1 - 12/31 |         |                  | 692.97    | 0.00        |         |
| 0-01-20-130-000-223                   | FINANCE Condo Reimbursements           |         |                  |           |             |         |
| PHISEA PHILLIPS SEAVIEW TOWER         | 21-00282 4th Q 2020 Trash Reimb.       |         |                  | 19,491.47 | 0.00        |         |
|                                       | Extd Total: FINANCIAL ADMINISTRATION   |         |                  | 20,184.44 |             |         |
|                                       | Department Total: FINANCE              |         |                  | 20,184.44 |             |         |
| Department: TAX REV ADMIN             |                                        |         |                  |           |             |         |
| Extd:      TAX REVENUE ADMINISTRATION |                                        |         |                  |           |             |         |
| 0-01-20-145-000-209                   | TAX REV ADMIN Fees                     |         |                  |           |             |         |
| ATLTOM ATLANTIC TOMORROWS OFFICE      | 21-00201 INV #CNIN119511C 10/1 - 12/31 |         |                  | 568.53    | 0.00        |         |
|                                       | Extd Total: TAX REVENUE ADMINISTRATION |         |                  | 568.53    |             |         |
|                                       | Department Total: TAX REV ADMIN        |         |                  | 568.53    |             |         |

Attachment: Bill List 2-10-21 (2021-107 : Payment of Bills)

February 4, 2021  
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CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

Pa 3.D.3.a

| Budget Account<br>Vendor                                      | Description                  | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|---------------------------------------------------------------|------------------------------|----------|--------------------------------|-----------|-------------|---------|
| Department: TAX ASSESSOR<br>Extd: TAX ASSESSOR                |                              |          |                                |           |             |         |
| 0-01-20-150-000-209                                           | TAX ASSESSOR Fees            |          |                                |           |             |         |
| HARHAU                                                        | HARRY HAUSHALTER             | 21-00196 | DECEMBER 2020 SERVICE RENDERED | 2,332.00  | 0.00        |         |
| Extd Total: TAX ASSESSOR                                      |                              |          |                                | 2,332.00  |             |         |
| Department Total: TAX ASSESSOR                                |                              |          |                                | 2,332.00  |             |         |
| Department: ENGINEER SERV<br>Extd: ENGINEERING SERVICES       |                              |          |                                |           |             |         |
| 0-01-20-165-000-209                                           | ENGINEERING SERVICES Fees    |          |                                |           |             |         |
| TMASSO                                                        | T & M ASSOCIATES             | 21-00338 | LAF399556 SERVICES THRU 12/31  | 1,540.00  | 0.00        |         |
| Extd Total: ENGINEERING SERVICES                              |                              |          |                                | 1,540.00  |             |         |
| Department Total: ENGINEER SERV                               |                              |          |                                | 1,540.00  |             |         |
| CAFR Total:                                                   |                              |          |                                | 31,338.29 |             |         |
| Department: Planning Department<br>Extd: Planning Department  |                              |          |                                |           |             |         |
| 0-01-21-179-000-201                                           | Planning Dept. General Plant |          |                                |           |             |         |
| ATLTOM                                                        | ATLANTIC TOMORROWS OFFICE    | 21-00201 | INV #CNIN119511C 10/1 - 12/31  | 107.63    | 0.00        |         |
| CLACAN                                                        | CLARKE CATON HINTZ PC        | 21-00202 | INVOICE #79839 OCT - DEC 2020  | 4,740.04  | 0.00        |         |
|                                                               |                              |          |                                | 4,847.67  |             |         |
| Extd Total: Planning Department                               |                              |          |                                | 4,847.67  |             |         |
| Department Total: Planning Department                         |                              |          |                                | 4,847.67  |             |         |
| Department: PLANNING BOARD<br>Extd: PLANNING BOARD            |                              |          |                                |           |             |         |
| 0-01-21-180-000-201                                           | PLANNING BOARD General Plant |          |                                |           |             |         |
| ASBPAK                                                        | ASBURY PARK PRESS            | 20-03430 | RFQ PLANNING BOARD PLANNER &   | 76.85     | 0.00        |         |
| Extd Total: PLANNING BOARD                                    |                              |          |                                | 76.85     |             |         |
| Department Total: PLANNING BOARD                              |                              |          |                                | 76.85     |             |         |
| CAFR Total:                                                   |                              |          |                                | 4,924.52  |             |         |
| Department: CODE ENFORCE<br>Extd: CODE ENFORCEMENT AND ADMIN. |                              |          |                                |           |             |         |
| 0-01-22-195-000-299                                           | CODE ENFORCE Misc.           |          |                                |           |             |         |
| WBMASON                                                       | W.B.MASON CO., INC.          | 20-03397 | 2021 OFFICE SUPPLIES           | 118.92    | 0.00        |         |
| ATLTOM                                                        | ATLANTIC TOMORROWS OFFICE    | 21-00201 | INV #CNIN119511C 10/1 - 12/31  | 540.77    | 0.00        |         |
|                                                               |                              |          |                                | 659.69    |             |         |
| Extd Total: CODE ENFORCEMENT AND ADMIN.                       |                              |          |                                | 659.69    |             |         |
| Department Total: CODE ENFORCE                                |                              |          |                                | 659.69    |             |         |
| CAFR Total:                                                   |                              |          |                                | 659.69    |             |         |

Attachment: Bill List 2-10-21 (2021-107 : Payment of Bills)

| Budget Account<br>Vendor          | Description                      | P.O. Id  | P.O. Description               | Amount          | Void Amount | PO Type |
|-----------------------------------|----------------------------------|----------|--------------------------------|-----------------|-------------|---------|
| Department: POLICE                |                                  |          |                                |                 |             |         |
| Extd: POLICE DEPARTMENT           |                                  |          |                                |                 |             |         |
| 0-01-25-240-000-201               | POLICE General Plant             |          |                                |                 |             |         |
| WIRCOM                            | WIRELESS COMMUNICATIONS &        | 20-02739 | Q093020 Body Camera & Charger  | 3,786.36        | 0.00        |         |
| MERHEA                            | MERIDIAN OCCUPATIONAL HEALTH     | 21-00015 | INVOICE #458083 DECEMBER 2020  | 2,320.00        | 0.00        |         |
| STATOX                            | STATE TOXICOLOGY LABORATORY      | 21-00205 | Random Analysis July 2020      | 315.00          | 0.00        |         |
| READR005                          | READYREFRESH BY NESTLE           | 21-00251 | #5050008258 DECEMBER 2020      | 200.77          | 0.00        |         |
|                                   |                                  |          |                                | <u>6,622.13</u> |             |         |
| 0-01-25-240-000-203               | POLICE Motor Vehicle             |          |                                |                 |             |         |
| EDWTIR                            | EDWARDS TIRE CO., INC.           | 21-00211 | #190484 Tires Fleet            | 300.00          | 0.00        |         |
| 0-01-25-240-000-218               | POLICE Contract.Serv.            |          |                                |                 |             |         |
| ATLTOM                            | ATLANTIC TOMORROWS OFFICE        | 21-00212 | #52628, 115225,91908 & 75080   | 833.97          | 0.00        |         |
| 0-01-25-240-000-226               | POLICE Bd.ofPrisoners            |          |                                |                 |             |         |
| MCDONA                            | KJK RESTAURANTS, LLC             | 21-00206 | Prisoner Meals Nov & Dec 2020  | 36.90           | 0.00        |         |
|                                   | Extd Total: POLICE DEPARTMENT    |          |                                | 7,793.00        |             |         |
|                                   | Department Total: POLICE         |          |                                | 7,793.00        |             |         |
| Department: FIRE DEPT.            |                                  |          |                                |                 |             |         |
| Extd: FIRE DEPARTMENT             |                                  |          |                                |                 |             |         |
| 0-01-25-265-000-201               | FIRE DEPT. General Plant         |          |                                |                 |             |         |
| ASHIA005                          | ASHI ACQUISITION COMPANY         | 20-00649 | Quote #89912 CPR Program Pkg   | 488.29          | 0.00        |         |
| APPBRO                            | APPLIANCE BROKERS OF ASBURY      | 20-03280 | Estimate #104642 kitchen hood  | 40.00           | 0.00        |         |
| MERHEA                            | MERIDIAN OCCUPATIONAL HEALTH     | 21-00015 | INVOICE #458083 DECEMBER 2020  | 869.00          | 0.00        |         |
|                                   |                                  |          |                                | <u>1,397.29</u> |             |         |
| 0-01-25-265-000-203               | FIRE DEPT. Motor Vehicle         |          |                                |                 |             |         |
| SEAGRA                            | SEAGRAVE NEW JERSEY              | 20-02754 | Blanket PO not to exceed       | 2,545.67        | 0.00        | B       |
| 0-01-25-265-000-206               | FIRE DEPT. Purchase of Equipment |          |                                |                 |             |         |
| SAFET                             | SKYLANDS AREA FIRE EQUIPMENT     | 20-03269 | Turnout Gear Quote: 11/10/2020 | 13,570.28       | 0.00        |         |
| 0-01-25-265-000-229               | FIRE DEPT. Medical Sup.          |          |                                |                 |             |         |
| VERALP                            | V.E. RALPH & SON, INC.           | 20-00761 | Quote: 85509-N95 Masks         | 50.08           | 0.00        |         |
| 0-01-25-265-000-255               | FIRE DEPT. Revenue Guard Fees    |          |                                |                 |             |         |
| REVGUA                            | REVENUE GUARD MEDICAL CLAIMS     | 21-00024 | Invoice 123020 December Fees   | 3,756.23        | 0.00        |         |
|                                   | Extd Total: FIRE DEPARTMENT      |          |                                | 21,319.55       |             |         |
|                                   | Department Total: FIRE DEPT.     |          |                                | 21,319.55       |             |         |
|                                   | CAFR Total:                      |          |                                | 29,112.55       |             |         |
| Department: STREETS & ROAD        |                                  |          |                                |                 |             |         |
| Extd: STREETS & ROADS MAINTENANCE |                                  |          |                                |                 |             |         |
| 0-01-26-290-000-201               | STREETS & ROAD General Plant     |          |                                |                 |             |         |
| ATLLOK                            | ATLANTIC LOCK & SAFE             | 20-02870 | Various Supplies, Tools, etc   | 595.50          | 0.00        | B       |
| ALLIND                            | ALL-INDUSTRIAL SAFETY PRODUCTS   | 20-03483 | Class III Jacket & Rain Pants  | 66.94           | 0.00        |         |

| Budget Account<br>Vendor              | Description     | P.O. Id        | P.O. Description                        | Amount    | Void Amount | PO Type |
|---------------------------------------|-----------------|----------------|-----------------------------------------|-----------|-------------|---------|
| 0-01-26-290-000-201                   | STREETS & ROAD  | General Plant  | Continued                               |           |             |         |
| ATLTOM ATLANTIC TOMORROWS OFFICE      |                 | 21-00201       | INV #CNIN119511C 10/1 - 12/31           | 140.19    | 0.00        |         |
| GRAING GRAINGER, INC.                 |                 | 21-00307       | #9737449653 Wrench, Bit, etc            | 126.40    | 0.00        |         |
|                                       |                 |                |                                         | 929.03    |             |         |
| 0-01-26-290-000-203                   | STREETS & ROAD  | Motor Vehicle  |                                         |           |             |         |
| FOSCOM FOSTER & COMPANY, INC.         |                 | 20-00681       | Automotive Supplies and Parts           | 47.30     | 0.00        | B       |
| CENTJER CENTRAL JERSEY EQUIPMENT, LLC |                 | 20-02384       | Service, Supplies and Tools             | 451.76    | 0.00        | B       |
| TRIUS TRIUS, INC.                     |                 | 20-03461       | Henderson (TRK #51) Plow Parts          | 762.86    | 0.00        |         |
| SEAWEL SEABOARD WELDING SUPPLY, INC.  |                 | 21-00233       | Acetylene & Oxygen Cylinders            | 83.25     | 0.00        |         |
|                                       |                 |                |                                         | 1,345.17  |             |         |
| 0-01-26-290-000-210                   | STREETS & ROAD  | Network Fleet  |                                         |           |             |         |
| NETWOR NETWORKFLEET, INC.             |                 | 21-00228       | DECEMBER 2020 & JANUARY 2021            | 95.00     | 0.00        |         |
| 0-01-26-290-000-218                   | STREETS & ROAD  | Contract.Serv. |                                         |           |             |         |
| TERPES THE TERMINIX INTERNATIONAL CO  |                 | 21-00253       | #403478663 Pest Control 12/21           | 122.00    | 0.00        |         |
|                                       |                 |                |                                         |           |             |         |
|                                       |                 |                | Extd Total: STREETS & ROADS MAINTENANCE | 2,491.20  |             |         |
|                                       |                 |                | Department Total: STREETS & ROAD        | 2,491.20  |             |         |
| Department: SOLID WASTE               |                 |                |                                         |           |             |         |
| Extd: SOLID WASTE COLLECTION          |                 |                |                                         |           |             |         |
| 0-01-26-305-000-209                   | SOLID WASTE     | Fees           |                                         |           |             |         |
| MICBEN MICKEY BENOIT, INC             |                 | 20-02866       | Brush, Stumps and Wood Chips            | 417.00    | 0.00        | B       |
| DELDEM DELISA DEMOLITION, INC.        |                 | 21-00125       | INV #200895 12/16 -12/31/20             | 25,453.63 | 0.00        |         |
| DELDEM DELISA DEMOLITION, INC.        |                 | 21-00126       | #200692 Construction Debris             | 5,612.70  | 0.00        |         |
|                                       |                 |                |                                         | 31,483.33 |             |         |
|                                       |                 |                |                                         |           |             |         |
|                                       |                 |                | Extd Total: SOLID WASTE COLLECTION      | 31,483.33 |             |         |
|                                       |                 |                | Department Total: SOLID WASTE           | 31,483.33 |             |         |
| Department: BUILDING & GND            |                 |                |                                         |           |             |         |
| Extd: BUILDINGS & GROUNDS             |                 |                |                                         |           |             |         |
| 0-01-26-310-000-201                   | BUILDING & GND  | General Plant  |                                         |           |             |         |
| GRAING GRAINGER, INC.                 |                 | 21-00307       | #9737449653 Wrench, Bit, etc            | 407.25    | 0.00        |         |
|                                       |                 |                |                                         |           |             |         |
|                                       |                 |                | Extd Total: BUILDINGS & GROUNDS         | 407.25    |             |         |
|                                       |                 |                | Department Total: BUILDING & GND        | 407.25    |             |         |
|                                       |                 |                | CAFR Total:                             | 34,381.78 |             |         |
| Department: PUBLIC ASST               |                 |                |                                         |           |             |         |
| Extd: SOCIAL SERVICES:                |                 |                |                                         |           |             |         |
| 0-01-27-345-000-201                   | SOCIAL SERVICES | General Plant  |                                         |           |             |         |
| ATLTOM ATLANTIC TOMORROWS OFFICE      |                 | 21-00201       | INV #CNIN119511C 10/1 - 12/31           | 107.63    | 0.00        |         |
|                                       |                 |                |                                         |           |             |         |
|                                       |                 |                | Extd Total: SOCIAL SERVICES:            | 107.63    |             |         |
|                                       |                 |                | Department Total: PUBLIC ASST           | 107.63    |             |         |
|                                       |                 |                | CAFR Total:                             | 107.63    |             |         |

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CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

Pa 3.D.3.a

| Budget Account<br>Vendor            | Description                               | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|-------------------------------------|-------------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| Department: RECREATION              |                                           |          |                                |           |             |         |
| Extd: RECREATION SERVICES & PROGRAM |                                           |          |                                |           |             |         |
| 0-01-28-370-000-299                 | RECREATION Misc.                          |          |                                |           |             |         |
| SECWOR                              | SECURITY WORLD INC.                       | 21-00236 | INVOICE #57666 8/1/20 -7/31/21 | 300.00    | 0.00        |         |
|                                     | Extd Total: RECREATION SERVICES & PROGRAM |          |                                | 300.00    |             |         |
|                                     | Department Total: RECREATION              |          |                                | 300.00    |             |         |
|                                     | CAFR Total:                               |          |                                | 300.00    |             |         |
| Department: LIGHTING                |                                           |          |                                |           |             |         |
| Extd: LIGHT,HEAT,POW                |                                           |          |                                |           |             |         |
| 0-01-31-435-435-299                 | LIGHT, HEAT & POWER Misc.                 |          |                                |           |             |         |
| NJNATU                              | N.J. NATURAL GAS CO.                      | 21-00230 | #10-3146-5850-17 12/15-11/13   | 10,193.08 | 0.00        |         |
| JCPL                                | JCPL                                      | 21-00238 | #100 069 260 899 11/21-12/22   | 496.52    | 0.00        |         |
| NJNATU                              | N.J. NATURAL GAS CO.                      | 21-00280 | #07-3132-1100-1Y 12/15-1/13    | 1,165.22  | 0.00        |         |
| JCPL                                | JCPL                                      | 21-00336 | #100 016 434 381 12/24-1/25    | 932.54    | 0.00        |         |
| NJAMER                              | N.J. AMERICAN WATER CO.                   | 21-00337 | #1018-210027461711 12/4-1/6    | 239.41    | 0.00        |         |
|                                     |                                           |          |                                | 13,026.77 |             |         |
|                                     | Extd Total: LIGHT,HEAT,POW                |          |                                | 13,026.77 |             |         |
| Extd: STREET/TRAFFIC                |                                           |          |                                |           |             |         |
| 0-01-31-435-436-299                 | STREET&TRAFFIC LIGHTING Misc.             |          |                                |           |             |         |
| JCPL                                | JCPL                                      | 21-00238 | #100 069 260 899 11/21-12/22   | 329.03    | 0.00        |         |
| JCPL                                | JCPL                                      | 21-00336 | #100 016 434 381 12/24-1/25    | 3,190.66  | 0.00        |         |
|                                     |                                           |          |                                | 3,519.69  |             |         |
|                                     | Extd Total: STREET/TRAFFIC                |          |                                | 3,519.69  |             |         |
|                                     | Department Total: LIGHTING                |          |                                | 16,546.46 |             |         |
| Department: TELEPHONE               |                                           |          |                                |           |             |         |
| Extd: TELEPHONE                     |                                           |          |                                |           |             |         |
| 0-01-31-440-000-299                 | TELEPHONE Misc.                           |          |                                |           |             |         |
| ATLLC                               | AT&T MOBILITY LLC                         | 21-00197 | #287284651437 12/12 - 1/11     | 2,134.28  | 0.00        |         |
|                                     | Extd Total: TELEPHONE                     |          |                                | 2,134.28  |             |         |
|                                     | Department Total: TELEPHONE               |          |                                | 2,134.28  |             |         |
| Department: GASOLINE                |                                           |          |                                |           |             |         |
| Extd: GASOLINE                      |                                           |          |                                |           |             |         |
| 0-01-31-460-000-299                 | GASOLINE Misc.                            |          |                                |           |             |         |
| GRIALLI                             | GRIFFITH-ALLIED TRUCKING, LLC             | 20-03066 | Ultra Low Sulfur Diesel Fuel   | 6,423.97  | 0.00        | B       |

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CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

Pa 3.D.3.a

| Budget Account<br>Vendor                     | Description                                        | P.O. Id | P.O. Description | Amount                       | Void Amount | PO Type |
|----------------------------------------------|----------------------------------------------------|---------|------------------|------------------------------|-------------|---------|
| 0-01-31-460-000-299                          | GASOLINE Misc.                                     |         | Continued        |                              |             |         |
| GRIALLI GRIFFITH-ALLIED TRUCKING, LLC        | 20-03188 Unleaded RFG Fuel                         |         |                  | <u>7,783.98</u><br>14,207.95 | 0.00        | B       |
|                                              | Extd Total: GASOLINE                               |         |                  | 14,207.95                    |             |         |
|                                              | Department Total: GASOLINE                         |         |                  | 14,207.95                    |             |         |
|                                              | CAFR Total:                                        |         |                  | 32,888.69                    |             |         |
| Department: MUNIC COURT                      |                                                    |         |                  |                              |             |         |
| Extd: MUNICIPAL COURT                        |                                                    |         |                  |                              |             |         |
| 0-01-43-490-000-201                          | MUNIC COURT General Plant                          |         |                  |                              |             |         |
| ATLTOM ATLANTIC TOMORROWS OFFICE             | 21-00201 INV #CNIN119511C 10/1 - 12/31             |         |                  | 41.08                        | 0.00        |         |
| 0-01-43-490-000-219                          | MUNIC COURT Judges Fees                            |         |                  |                              |             |         |
| MICHA015 MICHAEL G. CELLI JR                 | 21-00158 12/4/20 SERVICES RENDERED                 |         |                  | 500.00                       | 0.00        |         |
|                                              | Extd Total: MUNICIPAL COURT                        |         |                  | 541.08                       |             |         |
|                                              | Department Total: MUNIC COURT                      |         |                  | 541.08                       |             |         |
|                                              | CAFR Total:                                        |         |                  | 541.08                       |             |         |
|                                              | Fund Total: CURRENT                                |         |                  | 134,254.23                   |             |         |
| Fund: BEACH                                  |                                                    |         |                  |                              |             |         |
| Department: UTILITY OE                       |                                                    |         |                  |                              |             |         |
| Extd: BEACH UTILITY O/E: OTHER EXPENSES:     |                                                    |         |                  |                              |             |         |
| 0-05-55-502-000-201                          | BEACH UTILITY O/E: General Plant                   |         |                  |                              |             |         |
| JOHGUI JOHN GUIRE SUPPLY                     | 20-02147 Sweeping Attachment #BB-EX600             |         |                  | 289.95                       | 0.00        |         |
|                                              | Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:     |         |                  | 289.95                       |             |         |
|                                              | Department Total: UTILITY OE                       |         |                  | 289.95                       |             |         |
|                                              | CAFR Total:                                        |         |                  | 289.95                       |             |         |
|                                              | Fund Total: BEACH                                  |         |                  | 289.95                       |             |         |
| Fund: TRANSPORTATION UTILITY: BUDGET:        |                                                    |         |                  |                              |             |         |
| Department: UTILITY OE                       |                                                    |         |                  |                              |             |         |
| Extd: TRANSPORT.UTILITY O/E: OTHER EXPENSES: |                                                    |         |                  |                              |             |         |
| 0-06-55-502-000-201                          | TRANSPORT.UTILITY O/E: General Plant               |         |                  |                              |             |         |
| MERHEA MERIDIAN OCCUPATIONAL HEALTH          | 21-00015 INVOICE #458083 DECEMBER 2020             |         |                  | 290.00                       | 0.00        |         |
| ATLTOM ATLANTIC TOMORROWS OFFICE             | 21-00201 INV #CNIN119511C 10/1 - 12/31             |         |                  | <u>107.63</u><br>397.63      | 0.00        |         |
|                                              | Extd Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES: |         |                  | 397.63                       |             |         |
|                                              | Department Total: UTILITY OE                       |         |                  | 397.63                       |             |         |
|                                              | CAFR Total:                                        |         |                  | 397.63                       |             |         |
|                                              | Fund Total: TRANSPORTATION UTILITY: BUDGET:        |         |                  | 397.63                       |             |         |

Attachment: Bill List 2-10-21 (2021-107 : Payment of Bills)

February 4, 2021  
10:32 AM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

Pa 3.D.3.a

| Budget Account<br>Vendor                 | Description                                    | P.O. Id | P.O. Description | Amount           | Void Amount | PO Type |
|------------------------------------------|------------------------------------------------|---------|------------------|------------------|-------------|---------|
| Fund: SEWER UTILITY: BUDGET:             |                                                |         |                  |                  |             |         |
| Department: UTILITY OE                   |                                                |         |                  |                  |             |         |
| Extd: SEWER UTILITY O/E: OTHER EXPENSES: |                                                |         |                  |                  |             |         |
| 0-07-55-502-000-201                      | SEWER UTILITY O/E: General Plant               |         |                  |                  |             |         |
| ENVIR005 ENVIRONMENTAL RESOURCES         | 20-03147 #151681 SERVICES THRU 10/31/20        |         |                  | 1,230.00         | 0.00        |         |
| WBMASON W.B.MASON CO., INC.              | 21-00255 INV #216678059 DUPLICATE ORDER        |         |                  | 85.63            | 0.00        |         |
|                                          |                                                |         |                  | <u>1,315.63</u>  |             |         |
| 0-07-55-502-000-209                      | SEWER UTILITY O/E: Fees                        |         |                  |                  |             |         |
| TREDEP TREASURER-STATE NJ - NJDEP        | 21-00229 INV #210003070 AIR QUALITY            |         |                  | 1,735.00         | 0.00        |         |
| 0-07-55-502-000-211                      | SEWER UTILITY O/E: Light & Power               |         |                  |                  |             |         |
| NJNATU N.J. NATURAL GAS CO.              | 21-00230 #10-3146-5850-17 12/15-11/13          |         |                  | 9,178.24         | 0.00        |         |
| JCPL JCPL                                | 21-00336 #100 016 434 381 12/24-1/25           |         |                  | 23,108.81        | 0.00        |         |
|                                          |                                                |         |                  | <u>32,287.05</u> |             |         |
| 0-07-55-502-000-218                      | SEWER UTILITY O/E: Contract Services           |         |                  |                  |             |         |
| GENINC GENSERVE, LLC                     | 20-00893 Power Maintenance Agreement           |         |                  | 727.00           | 0.00        | B       |
| ENVIR005 ENVIRONMENTAL RESOURCES         | 20-02945 #150986 Acute Toxicity Test           |         |                  | 1,230.00         | 0.00        |         |
| ENVIR005 ENVIRONMENTAL RESOURCES         | 20-03377 Acute Toxicity Test & Sample          |         |                  | 1,230.00         | 0.00        |         |
| PASVAL PASSAIC VALLEY SEWERAGE COM.      | 21-00132 INV #518574 DECEMBER 2020             |         |                  | 11,781.00        | 0.00        |         |
| ATLTON ATLANTIC TOMORROWS OFFICE         | 21-00201 INV #CNIN119511C 10/1 - 12/31         |         |                  | 6.18             | 0.00        |         |
| READR005 READYREFRESH BY NESTLE          | 21-00258 ACCT #5050001327 DECEMBER 2020        |         |                  | 35.09            | 0.00        |         |
|                                          |                                                |         |                  | <u>15,009.27</u> |             |         |
| 0-07-55-502-000-220                      | SEWER UTILITY O/E: Accounting                  |         |                  |                  |             |         |
| NJAMER N.J. AMERICAN WATER CO.           | 21-00166 Usage data 4000204378 12.31.20        |         |                  | 393.14           | 0.00        |         |
|                                          | Extd Total: SEWER UTILITY O/E: OTHER EXPENSES: |         |                  | 50,740.09        |             |         |
|                                          | Department Total: UTILITY OE                   |         |                  | 50,740.09        |             |         |
|                                          | CAFR Total:                                    |         |                  | 50,740.09        |             |         |
|                                          | Fund Total: SEWER UTILITY: BUDGET:             |         |                  | 50,740.09        |             |         |
|                                          | Year Total:                                    |         |                  | 185,681.90       |             |         |
| Fund: CURRENT                            |                                                |         |                  |                  |             |         |
| Department: ADMINISTRATION               |                                                |         |                  |                  |             |         |
| Extd: ADMINISTRATION                     |                                                |         |                  |                  |             |         |
| 1-01-20-100-000-201                      | ADMINISTRATION General Plant                   |         |                  |                  |             |         |
| GEECHA GEESE CHASERS, LLC                | 21-00051 1ST QTR 2021 CLEARING AND             |         |                  | 1,079.00         | 0.00        | B       |
| LIFSTO LIFE STORAGE #448                 | 21-00055 SPACE #127 3/1/21 TO 3/1/2022         |         |                  | 2,580.00         | 0.00        |         |
| ASCAP ASCAP                              | 21-00198 #500638919 2021 LICENSE FEE           |         |                  | 367.00           | 0.00        |         |
|                                          |                                                |         |                  | <u>4,026.00</u>  |             |         |
| 1-01-20-100-000-202                      | ADMINISTRATION Office Supplies                 |         |                  |                  |             |         |
| WBMASON W.B.MASON CO., INC.              | 21-00001 PLANNER & ENVELOPES                   |         |                  | 20.66            | 0.00        |         |
|                                          | Extd Total: ADMINISTRATION                     |         |                  | 4,046.66         |             |         |
|                                          | Department Total: ADMINISTRATION               |         |                  | 4,046.66         |             |         |

Attachment: Bill List 2-10-21 (2021-107 : Payment of Bills)

| Budget Account<br>Vendor       | Description                          | P.O. Id  | P.O. Description              | Amount   | Void Amount | PO Type |
|--------------------------------|--------------------------------------|----------|-------------------------------|----------|-------------|---------|
| Department: MAYOR/COUNCIL      |                                      |          |                               |          |             |         |
| Extd: MAYOR & COUNCIL          |                                      |          |                               |          |             |         |
| 1-01-20-110-000-299            | MAYOR & COUNCIL Misc.                |          |                               |          |             |         |
| NJCONF                         | NJ CONFERENCE OF MAYOR'S             | 21-00181 | #2021323 2021 MEMBERSHIP DUES | 510.00   | 0.00        |         |
|                                | Extd Total: MAYOR & COUNCIL          |          |                               | 510.00   |             |         |
|                                | Department Total: MAYOR/COUNCIL      |          |                               | 510.00   |             |         |
| Department: MUNIC CLERK        |                                      |          |                               |          |             |         |
| Extd: MUNICIPAL CLERK          |                                      |          |                               |          |             |         |
| 1-01-20-120-000-212            | MUNICIPAL CLERK Dues,Licenses        |          |                               |          |             |         |
| NJLEAMUN                       | NJ LEAGUE OF MUNICIPALITIES          | 21-00182 | #13MLK21 2021 MEMBERSHIP DUES | 1,241.00 | 0.00        |         |
| 1-01-20-120-000-217            | MUNICIPAL CLERK Ads&Promotion        |          |                               |          |             |         |
| ASBPAK                         | ASBURY PARK PRESS                    | 21-00160 | Contract Awards 2021          | 166.40   | 0.00        |         |
| NJADV                          | NJ ADVANCE MEDIA LLC                 | 21-00161 | 2021 Council Meeting Dates    | 170.50   | 0.00        |         |
| NJADV                          | NJ ADVANCE MEDIA LLC                 | 21-00162 | RESOLUTION 2021-3             | 128.75   | 0.00        |         |
| THECOA                         | THE NEW COASTER, LLC                 | 21-00180 | #56627 Contract Awards 2021   | 112.34   | 0.00        |         |
|                                |                                      |          |                               | 577.99   |             |         |
| 1-01-20-120-000-238            | MUNICIPAL CLERK Contractual          |          |                               |          |             |         |
| EDMASS                         | EDMUNDS GOVTECH, INC.                | 21-00027 | INV #21-00152 2021 SOFTWARE   | 975.00   | 0.00        |         |
|                                | Extd Total: MUNICIPAL CLERK          |          |                               | 2,793.99 |             |         |
|                                | Department Total: MUNIC CLERK        |          |                               | 2,793.99 |             |         |
| Department: FINANCE            |                                      |          |                               |          |             |         |
| Extd: FINANCIAL ADMINISTRATION |                                      |          |                               |          |             |         |
| 1-01-20-130-000-202            | FINANCE Office Supplies              |          |                               |          |             |         |
| WBMASON                        | W.B.MASON CO., INC.                  | 21-00286 | SUPPLIES FOR FINANCE          | 139.77   | 0.00        |         |
| 1-01-20-130-000-209            | FINANCE Fees                         |          |                               |          |             |         |
| EDMASS                         | EDMUNDS GOVTECH, INC.                | 21-00027 | INV #21-00152 2021 SOFTWARE   | 5,360.00 | 0.00        |         |
| MARBUS                         | MARLIN BUSINESS BANK                 | 21-00240 | INVOICE #18729008 FEB 2021    | 339.50   | 0.00        |         |
|                                |                                      |          |                               | 5,699.50 |             |         |
| 1-01-20-130-000-212            | FINANCE Dues,Subscript.              |          |                               |          |             |         |
| GFOA                           | G.F.O.A. OF NJ                       | 21-00173 | 2021 Membership JoAnn         | 90.00    | 0.00        |         |
| TCTAMEM                        | TCTA MEMBER SERVICES                 | 21-00174 | 2021 Dues JoAnn               | 100.00   | 0.00        |         |
| GFOA                           | G.F.O.A. OF NJ                       | 21-00176 | 2021 MEMBERSHIP DUES TRACY    | 90.00    | 0.00        |         |
| TCTAMEM                        | TCTA MEMBER SERVICES                 | 21-00177 | 2021 MEMBERSHIP DUES TRACY    | 100.00   | 0.00        |         |
| GOVPUR                         | GOVERNMENTAL PURCHASING ASS'N        | 21-00178 | 2021 MEMBERSHIP DUES TRACY    | 100.00   | 0.00        |         |
| MONTAX01                       | MONMOUTH/OCEAN TCTA                  | 21-00179 | 2021 MEMBERSHIP DUES TRACY    | 80.00    | 0.00        |         |
|                                |                                      |          |                               | 560.00   |             |         |
|                                | Extd Total: FINANCIAL ADMINISTRATION |          |                               | 6,399.27 |             |         |
|                                | Department Total: FINANCE            |          |                               | 6,399.27 |             |         |

| Budget Account<br>Vendor               | Description                                  | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|----------------------------------------|----------------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| Department: COMPUTER MIS               |                                              |          |                                |           |             |         |
| Extd: COMPUTERIZED DATA PROCESSING     |                                              |          |                                |           |             |         |
| 1-01-20-140-000-219                    | COMPUTER DATA PROC. Equipment                |          |                                |           |             |         |
| AMAZ0005                               | AMAZON.COM SERVICES                          | 21-00079 | WTP Fiber Connection           | 64.69     | 0.00        |         |
| AMAZ0005                               | AMAZON.COM SERVICES                          | 21-00152 | SD Card                        | 41.00     | 0.00        |         |
| SHIINT                                 | SHI INTERNATIONAL CORP                       | 21-00154 | Q#19939330 Clerk Headset       | 65.29     | 0.00        |         |
|                                        |                                              |          |                                | 170.98    |             |         |
|                                        | Extd Total: COMPUTERIZED DATA PROCESSING     |          |                                | 170.98    |             |         |
|                                        | Department Total: COMPUTER MIS               |          |                                | 170.98    |             |         |
| Department: TAX REV ADMIN              |                                              |          |                                |           |             |         |
| Extd: TAX REVENUE ADMINISTRATION       |                                              |          |                                |           |             |         |
| 1-01-20-145-000-209                    | TAX REV ADMIN Fees                           |          |                                |           |             |         |
| EDMASS                                 | EDMUNDS GOVTECH, INC.                        | 21-00027 | INV #21-00152 2021 SOFTWARE    | 3,515.00  | 0.00        |         |
| 1-01-20-145-000-212                    | TAX REV ADMIN Dues,Subscript.                |          |                                |           |             |         |
| TCTANJ                                 | TCTANJ SPRING CONFERENCE                     | 21-00268 | 2021 TCTANJ MEMBERSHIP T.YOUNG | 100.00    | 0.00        |         |
| MONTAX01                               | MONMOUTH/OCEAN TCTA                          | 21-00271 | MOTCTA 2021 MEMBERSHIP-T.YOUNG | 80.00     | 0.00        |         |
|                                        |                                              |          |                                | 180.00    |             |         |
|                                        | Extd Total: TAX REVENUE ADMINISTRATION       |          |                                | 3,695.00  |             |         |
|                                        | Department Total: TAX REV ADMIN              |          |                                | 3,695.00  |             |         |
| Department: DIRECTOR OF COMMUNICATIONS |                                              |          |                                |           |             |         |
| Extd: DIRECTOR OF COMMUNICATIONS       |                                              |          |                                |           |             |         |
| 1-01-20-151-000-201                    | DIRECTOR OF COMMUN. office Supplies          |          |                                |           |             |         |
| WBMASON                                | W.B.MASON CO., INC.                          | 21-00248 | Office Supplies                | 45.66     | 0.00        |         |
|                                        | Extd Total: DIRECTOR OF COMMUNICATIONS       |          |                                | 45.66     |             |         |
|                                        | Department Total: DIRECTOR OF COMMUNICATIONS |          |                                | 45.66     |             |         |
| Department: LEGAL SERVICES             |                                              |          |                                |           |             |         |
| Extd: LEGAL SERVICES                   |                                              |          |                                |           |             |         |
| 1-01-20-155-000-209                    | LEGAL SERVICES Fees                          |          |                                |           |             |         |
| BOROU005                               | BOROUGH OF UNION BEACH                       | 21-00138 | Defense of Freeze Act          | 1,000.00  | 0.00        |         |
|                                        | Extd Total: LEGAL SERVICES                   |          |                                | 1,000.00  |             |         |
|                                        | Department Total: LEGAL SERVICES             |          |                                | 1,000.00  |             |         |
| Department: APTV                       |                                              |          |                                |           |             |         |
| Extd: CABLE TV ADVISORY COMMITTEE      |                                              |          |                                |           |             |         |
| 1-01-20-162-000-202                    | APTV Equipment                               |          |                                |           |             |         |
| AMAZ0005                               | AMAZON.COM SERVICES                          | 21-00204 | Items for APTV 2nd Channel     | 274.28    | 0.00        |         |
|                                        | Extd Total: CABLE TV ADVISORY COMMITTEE      |          |                                | 274.28    |             |         |
|                                        | Department Total: APTV                       |          |                                | 274.28    |             |         |
|                                        | CAFR Total:                                  |          |                                | 18,935.84 |             |         |

| Budget Account<br>Vendor              | Description                             | P.O. Id | P.O. Description | Amount        | Void Amount | PO Type |
|---------------------------------------|-----------------------------------------|---------|------------------|---------------|-------------|---------|
| Department: Planning Department       |                                         |         |                  |               |             |         |
| Extd: Planning Department             |                                         |         |                  |               |             |         |
| 1-01-21-179-000-207                   | PLANNING DEPT. Training/Cert.           |         |                  |               |             |         |
| MICALO MICHELE ALONSO                 | 21-00171 2021 AICP dues reimbursement   |         |                  | 654.00        | 0.00        |         |
|                                       | Extd Total: Planning Department         |         |                  | 654.00        |             |         |
|                                       | Department Total: Planning Department   |         |                  | 654.00        |             |         |
|                                       | CAFR Total:                             |         |                  | 654.00        |             |         |
| Department: CODE ENFORCE              |                                         |         |                  |               |             |         |
| Extd: CODE ENFORCEMENT AND ADMIN.     |                                         |         |                  |               |             |         |
| 1-01-22-195-000-203                   | CODE ENFORCEMENT Contractual            |         |                  |               |             |         |
| EDMASS EDMUNDS GOVTECH, INC.          | 21-00027 INV #21-00152 2021 SOFTWARE    |         |                  | 2,275.00      | 0.00        |         |
|                                       | Extd Total: CODE ENFORCEMENT AND ADMIN. |         |                  | 2,275.00      |             |         |
|                                       | Department Total: CODE ENFORCE          |         |                  | 2,275.00      |             |         |
| Department: CONST CODE                |                                         |         |                  |               |             |         |
| Extd: CONSTRUCTION CODE OFFICIAL      |                                         |         |                  |               |             |         |
| 1-01-22-200-000-205                   | CONST CODE Dues/Subscriptions           |         |                  |               |             |         |
| MUNCO005 MUNCO OF NEW JERSEY          | 21-00239 2021 Membership Dues           |         |                  | 75.00         | 0.00        |         |
| MUNELE MUNIC.ELECTRICAL INSPECT.ASSOC | 21-00242 2021 Membership Dues           |         |                  | 120.00        | 0.00        |         |
| MONBUI MONMOUTH CTY BLDING. OFFICIALS | 21-00243 2021 Membership Dues           |         |                  | 80.00         | 0.00        |         |
| NJSTPL NJ STATE PLUMBING INSPECTORS   | 21-00244 2021 Membership Dues           |         |                  | 75.00         | 0.00        |         |
|                                       |                                         |         |                  | <u>350.00</u> |             |         |
|                                       | Extd Total: CONSTRUCTION CODE OFFICIAL  |         |                  | 350.00        |             |         |
|                                       | Department Total: CONST CODE            |         |                  | 350.00        |             |         |
|                                       | CAFR Total:                             |         |                  | 2,625.00      |             |         |
| Department: WORKERS COMP              |                                         |         |                  |               |             |         |
| Extd: WORKER'S COMPENSATION           |                                         |         |                  |               |             |         |
| 1-01-23-215-000-209                   | WORKER'S COMPENSATION Fees              |         |                  |               |             |         |
| NJINT NJ INTERGOVERNMENTAL INS. FUND  | 21-00323 Workers Comp. Premium 2021     |         |                  | 85,251.50     | 0.00        |         |
|                                       | Extd Total: WORKER'S COMPENSATION       |         |                  | 85,251.50     |             |         |
|                                       | Department Total: WORKERS COMP          |         |                  | 85,251.50     |             |         |
| Department: GROUP INSUR.              |                                         |         |                  |               |             |         |
| Extd: EMPLOYEE GROUP INSURANCE        |                                         |         |                  |               |             |         |
| 1-01-23-220-000-209                   | EMPLOYEE GROUP INSURANCE Fees (IN CAP)  |         |                  |               |             |         |
| NJSHBP NJSHBP                         | 21-00199 HEALTH COVERAGE FEBRUARY 2021  |         |                  | 475,220.76    | 0.00        |         |
|                                       | Extd Total: EMPLOYEE GROUP INSURANCE    |         |                  | 475,220.76    |             |         |
|                                       | Department Total: GROUP INSUR.          |         |                  | 475,220.76    |             |         |
|                                       | CAFR Total:                             |         |                  | 560,472.26    |             |         |



| Budget Account<br>Vendor              | Description                      | P.O. Id  | P.O. Description               | Amount   | Void Amount | PO Type |
|---------------------------------------|----------------------------------|----------|--------------------------------|----------|-------------|---------|
| Department: POLICE                    |                                  |          |                                |          |             |         |
| Extd: POLICE DEPARTMENT               |                                  |          |                                |          |             |         |
| 1-01-25-240-000-201                   | POLICE General Plant             |          |                                |          |             |         |
| DRASAF DRAEGER, INC                   |                                  | 21-00147 | Solution-Draeger certified     | 120.00   | 0.00        |         |
| MONCOL MON.CTY.POLICE CHIEF'S ASSN.   |                                  | 21-00215 | INV #21-079 2021 ANNUAL RDF    | 500.00   | 0.00        |         |
|                                       |                                  |          |                                | 620.00   |             |         |
| 1-01-25-240-000-203                   | POLICE Motor Vehicle             |          |                                |          |             |         |
| SEAFOR SEA BREEZE FORD INC.           |                                  | 21-00159 | Buckle Assy-Seatbelt Car#20    | 64.22    | 0.00        |         |
| 1-01-25-240-000-218                   | POLICE Contract.Serv.            |          |                                |          |             |         |
| LIFSTO LIFE STORAGE #448              |                                  | 21-00167 | SPACE #110 2/1/21 TO 2/1/22    | 2,064.00 | 0.00        |         |
| LIFSTO LIFE STORAGE #448              |                                  | 21-00168 | SPACE #112 3/1/21 TO 3/1/22    | 1,992.00 | 0.00        |         |
| ATLTOM ATLANTIC TOMORROWS OFFICE      |                                  | 21-00213 | #CNIN119514C 1/1/21 - 12/31/21 | 400.00   | 0.00        |         |
| MUNCAP MUNICIPAL CAPITAL CORPORATION  |                                  | 21-00216 | #3466040121 PAYMENT #40 OF 60  | 515.72   | 0.00        |         |
| OPTIMUM OPTIMUM                       |                                  | 21-00219 | #07866-182313-01-5 1/8 - 2/7   | 237.94   | 0.00        |         |
|                                       |                                  |          |                                | 5,209.66 |             |         |
| 1-01-25-240-000-222                   | POLICE Training                  |          |                                |          |             |         |
| MONCON MONMOUTH COUNTY POLICE ACADEMY |                                  | 21-00214 | INV #3920 RADAR COURSE 1/11-13 | 100.00   | 0.00        |         |
|                                       | Extd Total: POLICE DEPARTMENT    |          |                                | 5,993.88 |             |         |
|                                       | Department Total: POLICE         |          |                                | 5,993.88 |             |         |
| Department: FIRE DEPT.                |                                  |          |                                |          |             |         |
| Extd: FIRE DEPARTMENT                 |                                  |          |                                |          |             |         |
| 1-01-25-265-000-201                   | FIRE DEPT. General Plant         |          |                                |          |             |         |
| THEHAR THE HARDWARE STORE             |                                  | 21-00042 | Blanket PO not to exceed       | 13.68    | 0.00        | B       |
| 1-01-25-265-000-202                   | FIRE DEPT. Office Supplies       |          |                                |          |             |         |
| WBMASON W.B.MASON CO., INC.           |                                  | 21-00062 | #S110738146 OFFICE SUPPLIES    | 118.58   | 0.00        |         |
| 1-01-25-265-000-203                   | FIRE DEPT. Motor Vehicle         |          |                                |          |             |         |
| EASAUT EASTERN AUTOPARTS WAREHOUSE    |                                  | 21-00082 | Blanket PO Not to Exceed       | 745.65   | 0.00        | B       |
| THEHOS THE HOSE SHOP, INC.            |                                  | 21-00185 | 8389 Hydraulic Lines           | 100.40   | 0.00        |         |
|                                       |                                  |          |                                | 846.05   |             |         |
| 1-01-25-265-000-206                   | FIRE DEPT. Purchase of Equipment |          |                                |          |             |         |
| GRAING GRAINGER, INC.                 |                                  | 21-00190 | Various: Tool Fuel; Bulbs; Bat | 193.48   | 0.00        |         |
| 1-01-25-265-000-218                   | FIRE DEPT. Contract.Serv.        |          |                                |          |             |         |
| JUNLAS JUNGLE LASERS, LLC             |                                  | 21-00148 | INV #59418 1/16/21 - 2/15/21   | 1,000.00 | 0.00        |         |
| 1-01-25-265-000-253                   | FIRE DEPT. Unif.FireSafety       |          |                                |          |             |         |
| MONFIR MON.CTY.FIRE PREV.&PROT.ASSOC. |                                  | 21-00245 | 2021 MEMBERSHIP DUES           | 60.00    | 0.00        |         |
|                                       | Extd Total: FIRE DEPARTMENT      |          |                                | 2,231.79 |             |         |
|                                       | Department Total: FIRE DEPT.     |          |                                | 2,231.79 |             |         |
|                                       | CAFR Total:                      |          |                                | 8,225.67 |             |         |

| Budget Account<br>Vendor          | Description                             | P.O. Id  | P.O. Description               | Amount           | Void Amount | PO Type |
|-----------------------------------|-----------------------------------------|----------|--------------------------------|------------------|-------------|---------|
| Department: STREETS & ROAD        |                                         |          |                                |                  |             |         |
| Extd: STREETS & ROADS MAINTENANCE |                                         |          |                                |                  |             |         |
| 1-01-26-290-000-201               | STREETS & ROAD General Plant            |          |                                |                  |             |         |
| GRAING                            | GRAINGER, INC.                          | 21-00307 | #9737449653 Wrench, Bit, etc   | 34.08            | 0.00        |         |
| 1-01-26-290-000-203               | STREETS & ROAD Motor Vehicle            |          |                                |                  |             |         |
| EASAUT                            | EASTERN AUTOPARTS WAREHOUSE             | 21-00172 | QUOTE #40QU027547 BATTERIES    | 229.90           | 0.00        |         |
| MRDRIV                            | MR. DRIVESHAFT                          | 21-00227 | U Joint & 2 End Yokes          | 208.08           | 0.00        |         |
| EASAUT                            | EASTERN AUTOPARTS WAREHOUSE             | 21-00235 | Q#40QU027547 BATTERIES & CORE  | 209.90           | 0.00        |         |
| STAVOLA                           | STAVOLA ASPHALT COMPANY, INC.           | 21-00272 | #198660 Hot Mixed Asphalt 1/08 | <u>110.32</u>    | 0.00        |         |
|                                   |                                         |          |                                | 758.20           |             |         |
| 1-01-26-290-000-210               | STREETS & ROAD Network Fleet            |          |                                |                  |             |         |
| NETWOR                            | NETWORKFLEET, INC.                      | 21-00228 | DECEMBER 2020 & JANUARY 2021   | 3,518.00         | 0.00        |         |
| 1-01-26-290-000-214               | STREETS & ROAD Dues/Memberships         |          |                                |                  |             |         |
| PUBWOR                            | PUBLIC WORKS ASSOCIATION OF NJ          | 21-00265 | 2021 PWANJ Membership          | 135.00           | 0.00        |         |
| 1-01-26-290-000-215               | STREETS & ROAD Misc. Hardware           |          |                                |                  |             |         |
| UPTFAS                            | UP-TITE FASTNERS INC.                   | 21-00134 | Various Supplies and Tools     | 97.35            | 0.00        | B       |
| 1-01-26-290-000-218               | STREETS & ROAD Contract.Serv.           |          |                                |                  |             |         |
| SECWOR                            | SECURITY WORLD INC.                     | 21-00250 | Securall Monitoring Service    | 228.00           | 0.00        |         |
| WATEAS                            | WATERLOGIC AMERICAS LLC                 | 21-00254 | ACCT #WLA28224 JANUARY 2020    | <u>36.24</u>     | 0.00        |         |
|                                   |                                         |          |                                | 264.24           |             |         |
| 1-01-26-290-000-269               | STREETS & ROAD Deal Lake Commission     |          |                                |                  |             |         |
| DEALAK                            | DEAL LAKE COMMISSION                    | 21-00069 | 2021 ASSESSMENT                | 11,000.00        | 0.00        |         |
|                                   | Extd Total: STREETS & ROADS MAINTENANCE |          |                                | 15,806.87        |             |         |
|                                   | Department Total: STREETS & ROAD        |          |                                | 15,806.87        |             |         |
| Department: SOLID WASTE           |                                         |          |                                |                  |             |         |
| Extd: SOLID WASTE COLLECTION      |                                         |          |                                |                  |             |         |
| 1-01-26-305-000-209               | SOLID WASTE Fees                        |          |                                |                  |             |         |
| DELDEM                            | DELISA DEMOLITION, INC.                 | 21-00127 | #200946 Construction Debris    | 1,154.76         | 0.00        |         |
| DELDEM                            | DELISA DEMOLITION, INC.                 | 21-00218 | #201237 Trash Tipping Fees     | 27,692.61        | 0.00        |         |
| RUBREC                            | RUBBERCYCLE LLC                         | 21-00325 | #109297 Tires, Delivered 1/04  | <u>60.00</u>     | 0.00        |         |
|                                   |                                         |          |                                | 28,907.37        |             |         |
| 1-01-26-305-000-218               | SOLID WASTE Contract.Serv.              |          |                                |                  |             |         |
| DELDEM                            | DELISA DEMOLITION, INC.                 | 21-00124 | INV #200969 JANUARY 2021       | 44,166.65        | 0.00        |         |
| DELDEM                            | DELISA DEMOLITION, INC.                 | 21-00222 | #202347 FEB 2021 Service       | <u>44,166.65</u> | 0.00        |         |
|                                   |                                         |          |                                | 88,333.30        |             |         |
|                                   | Extd Total: SOLID WASTE COLLECTION      |          |                                | 117,240.67       |             |         |
|                                   | Department Total: SOLID WASTE           |          |                                | 117,240.67       |             |         |

| Budget Account<br>Vendor            | Description                               | P.O. Id  | P.O. Description               | Amount          | Void Amount | PO Type |
|-------------------------------------|-------------------------------------------|----------|--------------------------------|-----------------|-------------|---------|
| Department: BUILDING & GND          |                                           |          |                                |                 |             |         |
| Extd: BUILDINGS & GROUNDS           |                                           |          |                                |                 |             |         |
| 1-01-26-310-000-218                 | BUILDING & GND Contract.Serv.             |          |                                |                 |             |         |
| SCHELE                              | SCHINDLER ELEVATOR CORP.                  | 21-00249 | #8105522448 1/1/20 - 3/31/21   | 372.66          | 0.00        |         |
| TERPES                              | THE TERMINIX INTERNATIONAL CO             | 21-00270 | #403811644 Pest Control 1/04   | 170.00          | 0.00        |         |
| TREDEP                              | TREASURER-STATE NJ - NJDEP                | 21-00274 | Boilers/Heaters General Permit | 885.00          | 0.00        |         |
|                                     |                                           |          |                                | <u>1,427.66</u> |             |         |
|                                     | Extd Total: BUILDINGS & GROUNDS           |          |                                | 1,427.66        |             |         |
|                                     | Department Total: BUILDING & GND          |          |                                | 1,427.66        |             |         |
|                                     | CAFR Total:                               |          |                                | 134,475.20      |             |         |
| Department: PUBLIC ASST             |                                           |          |                                |                 |             |         |
| Extd: SOCIAL SERVICES:              |                                           |          |                                |                 |             |         |
| 1-01-27-345-000-203                 | SOCIAL SERVICES Motor Vehicle             |          |                                |                 |             |         |
| EASAUT                              | EASTERN AUTOPARTS WAREHOUSE               | 21-00241 | Q# 40QU027674 ROTOR & PADS     | 112.52          | 0.00        |         |
|                                     | Extd Total: SOCIAL SERVICES:              |          |                                | 112.52          |             |         |
|                                     | Department Total: PUBLIC ASST             |          |                                | 112.52          |             |         |
| Department: SENIOR CENTER           |                                           |          |                                |                 |             |         |
| Extd: SENIOR CENTER                 |                                           |          |                                |                 |             |         |
| 1-01-27-350-000-201                 | SENIOR CENTER Cleaning & Maint.Supplies   |          |                                |                 |             |         |
| WBMASON                             | W.B.MASON CO., INC.                       | 21-00231 | CLEANING SUPPLIES NEEDED       | 325.26          | 0.00        |         |
| 1-01-27-350-000-202                 | SENIOR CENTER Util. and Service Contr.    |          |                                |                 |             |         |
| OPTIMUM                             | OPTIMUM                                   | 21-00163 | #07866-196932-01-7 1/15 - 2/14 | 8.33            | 0.00        |         |
| 1-01-27-350-000-204                 | SENIOR CENTER Print & Office Supplies     |          |                                |                 |             |         |
| WBMASON                             | W.B.MASON CO., INC.                       | 21-00029 | HEWCE505A TONER                | 152.04          | 0.00        |         |
| WBMASON                             | W.B.MASON CO., INC.                       | 21-00234 | OFFICE SUPPLIES NEEDED         | 275.45          | 0.00        |         |
|                                     |                                           |          |                                | <u>427.49</u>   |             |         |
|                                     | Extd Total: SENIOR CENTER                 |          |                                | 761.08          |             |         |
|                                     | Department Total: SENIOR CENTER           |          |                                | 761.08          |             |         |
|                                     | CAFR Total:                               |          |                                | 873.60          |             |         |
| Department: RECREATION              |                                           |          |                                |                 |             |         |
| Extd: RECREATION SERVICES & PROGRAM |                                           |          |                                |                 |             |         |
| 1-01-28-370-000-293                 | RECREATION Storage                        |          |                                |                 |             |         |
| LIFSTO                              | LIFE STORAGE #448                         | 21-00184 | SPACE #230 3/1/21 - 3/1/22     | 2,580.00        | 0.00        |         |
|                                     | Extd Total: RECREATION SERVICES & PROGRAM |          |                                | 2,580.00        |             |         |
|                                     | Department Total: RECREATION              |          |                                | 2,580.00        |             |         |
|                                     | CAFR Total:                               |          |                                | 2,580.00        |             |         |

| Budget Account<br>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:                         |                                                    |          |                                |            |             |         |
| 1-01-55-001-000-005                          | PILOT \$ DUE TO COUNTY                             |          |                                |            |             |         |
| TRECTY                                       | TREASURER CTY OF MONMOUTH                          | 21-00137 | 4th Q. 2020 Pilot Fees         | 52,193.08  | 0.00        |         |
|                                              | Extd Total: TAXES PAYABLE:                         |          |                                | 52,193.08  |             |         |
|                                              | Department Total: TAXES PAYABLE:                   |          |                                | 52,193.08  |             |         |
|                                              | CAFR Total: CURRENT FUND NON BUDGET ACCTS:         |          |                                | 52,193.08  |             |         |
|                                              | Fund Total: CURRENT                                |          |                                | 781,034.65 |             |         |
| Fund: TRANSPORTATION UTILITY: BUDGET:        |                                                    |          |                                |            |             |         |
| Department: UTILITY OE                       |                                                    |          |                                |            |             |         |
| Extd: TRANSPORT.UTILITY O/E: OTHER EXPENSES: |                                                    |          |                                |            |             |         |
| 1-06-55-502-000-201                          | TRANSPORT.UTILITY O/E: General Plant               |          |                                |            |             |         |
| AMAZ005                                      | AMAZON.COM SERVICES                                | 21-00145 | Shelving for Parking Office    | 99.99      | 0.00        |         |
| OPTIMUM                                      | OPTIMUM                                            | 21-00191 | #07866-196915-01-3 1/15 - 2/14 | 121.18     | 0.00        |         |
| ATLLOK                                       | ATLANTIC LOCK & SAFE                               | 21-00246 | Lock for Transportation Ctr.   | 487.00     | 0.00        |         |
|                                              |                                                    |          |                                | 708.17     |             |         |
| 1-06-55-502-000-204                          | TRANSP. UTILITY Copy/Reproduction                  |          |                                |            |             |         |
| ATLTOM                                       | ATLANTIC TOMORROWS OFFICE                          | 21-00200 | #CNIN119512C 1/1/21 -12/31/21  | 441.00     | 0.00        |         |
|                                              | Extd Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES: |          |                                | 1,149.17   |             |         |
|                                              | Department Total: UTILITY OE                       |          |                                | 1,149.17   |             |         |
|                                              | CAFR Total:                                        |          |                                | 1,149.17   |             |         |
|                                              | Fund Total: TRANSPORTATION UTILITY: BUDGET:        |          |                                | 1,149.17   |             |         |
| Fund: SEWER UTILITY: BUDGET:                 |                                                    |          |                                |            |             |         |
| Department: UTILITY OE                       |                                                    |          |                                |            |             |         |
| Extd: SEWER UTILITY O/E: OTHER EXPENSES:     |                                                    |          |                                |            |             |         |
| 1-07-55-502-000-209                          | SEWER UTILITY O/E: Fees                            |          |                                |            |             |         |
| EDMASS                                       | EDMUNDS GOVTECH, INC.                              | 21-00027 | INV #21-00152 2021 SOFTWARE    | 3,630.00   | 0.00        |         |
| 1-07-55-502-000-218                          | SEWER UTILITY O/E: Contract Services               |          |                                |            |             |         |
| ANSWER                                       | ANSERCOMM COMMUNICATIONS                           | 21-00224 | #M4541-010421 JANUARY 2021     | 178.49     | 0.00        |         |
| RAPPUM                                       | RAPID PUMP & METER SERVICE                         | 21-00261 | INV #RSRI61576 TRANSDUCER      | 982.19     | 0.00        |         |
| ALLBOI                                       | ALLIED BOILER REPAIR CORP.                         | 21-00262 | #17990 Labor and Material      | 651.46     | 0.00        |         |
| OPTIMUM                                      | OPTIMUM                                            | 21-00276 | #07866-197754-01-4 1/15 - 2/14 | 157.49     | 0.00        |         |
| OPTIMUM                                      | OPTIMUM                                            | 21-00278 | #07866-152521-04-4 1/15 - 2/14 | 99.89      | 0.00        |         |
|                                              |                                                    |          |                                | 2,069.52   |             |         |
| 1-07-55-502-000-231                          | SEWER UTILITY O/E: Lab Supplies                    |          |                                |            |             |         |
| ENVIR005                                     | ENVIRONMENTAL RESOURCES                            | 21-00217 | INVOICE #153892 TESTING 1/2/21 | 1,230.00   | 0.00        |         |
|                                              | Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:     |          |                                | 6,929.52   |             |         |
|                                              | Department Total: UTILITY OE                       |          |                                | 6,929.52   |             |         |
|                                              | CAFR Total:                                        |          |                                | 6,929.52   |             |         |
|                                              | Fund Total: SEWER UTILITY: BUDGET:                 |          |                                | 6,929.52   |             |         |
|                                              | Year Total:                                        |          |                                | 789,113.34 |             |         |

| Budget Account<br>Vendor | Description                                       | P.O. Id  | P.O. Description              | Amount    | Void Amount | PO Type |
|--------------------------|---------------------------------------------------|----------|-------------------------------|-----------|-------------|---------|
| Fund:                    | SEWER CAPITAL FUND BUDGET:                        |          |                               |           |             |         |
| Extd:                    | Sewer Plant Improvements - Ord. #3038             |          |                               |           |             |         |
| C-08-55-526-013-002      | Sewer Plant Improvements - Ord. #3038             |          |                               |           |             |         |
| MUNMAI                   | MUNICIPAL MAINTENANCE CO.                         | 20-01771 | Q#43268Q DEGRITTER            | 62,400.00 | 0.00        |         |
|                          | Extd Total: Sewer Plant Improvements - Ord. #3038 |          |                               | 62,400.00 |             |         |
|                          | Department Total:                                 |          |                               | 62,400.00 |             |         |
|                          | CAFR Total:                                       |          |                               | 62,400.00 |             |         |
|                          | Fund Total: SEWER CAPITAL FUND BUDGET:            |          |                               | 62,400.00 |             |         |
|                          | Year Total:                                       |          |                               | 62,400.00 |             |         |
| Fund:                    | GRANT FUND BUDGET:                                |          |                               |           |             |         |
| G-02-43-871-016-218      | Brownfields Petroleum Assessment                  |          |                               |           |             |         |
| BRORED                   | BROWNFIELD REDEVELOPMENT                          | 21-00170 | Drawdown 43 Hazardous Assess. | 313.75    | 0.00        |         |
|                          | Extd Total:                                       |          |                               | 313.75    |             |         |
|                          | Department Total:                                 |          |                               | 313.75    |             |         |
| G-02-43-873-017-200      | Brownfields Assessment Grant                      |          |                               |           |             |         |
| BRORED                   | BROWNFIELD REDEVELOPMENT                          | 21-00170 | Drawdown 43 Hazardous Assess. | 313.75    | 0.00        |         |
|                          | Extd Total:                                       |          |                               | 313.75    |             |         |
|                          | Department Total:                                 |          |                               | 313.75    |             |         |
| Department:              | CAP. IMP. FUND                                    |          |                               |           |             |         |
| G-02-43-901-018-200      | Clean Communities Grant 2018                      |          |                               |           |             |         |
| YESGRA                   | YES GRAPHIC                                       | 21-00256 | INV #5604 RECYCLING DECALS    | 505.00    | 0.00        |         |
|                          | Extd Total:                                       |          |                               | 505.00    |             |         |
|                          | Department Total: CAP. IMP. FUND                  |          |                               | 505.00    |             |         |
| G-02-43-902-018-200      | NJDOT Transit Village Program                     |          |                               |           |             |         |
| ENGEN005                 | ENGENUITY INFRASTRUCTURE                          | 20-01013 | Contract for Wayfinding       | 5,512.50  | 0.00        | B       |
|                          | Extd Total:                                       |          |                               | 5,512.50  |             |         |
|                          | Department Total:                                 |          |                               | 5,512.50  |             |         |
| G-02-43-927-020-200      | Senior Center Grant                               |          |                               |           |             |         |
| SPRCON                   | SPRINGWOOD CENTER CONDOMINIUM                     | 21-00033 | 4th Q 2020 Assoc. Dues        | 7,497.75  | 0.00        |         |
|                          | Extd Total:                                       |          |                               | 7,497.75  |             |         |
|                          | Department Total:                                 |          |                               | 7,497.75  |             |         |



| Budget Account<br>Vendor                                                              | Description                                                                                                       | P.O. Id | P.O. Description | Amount                              | Void Amount  | PO Type |
|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|---------|------------------|-------------------------------------|--------------|---------|
| G-02-43-929-020-200<br>NIPKO005 NIPKOW & KOBELT, INC                                  | Supplemental JAG Grant Coronavirus<br>20-02883 62 BLACK NEOPRENE MASKS                                            |         |                  | 215.81                              | 0.00         |         |
|                                                                                       | Extd Total:                                                                                                       |         |                  | 215.81                              |              |         |
|                                                                                       | Department Total:                                                                                                 |         |                  | 215.81                              |              |         |
|                                                                                       | CAFR Total:                                                                                                       |         |                  | 14,358.56                           |              |         |
|                                                                                       | Fund Total: GRANT FUND BUDGET:                                                                                    |         |                  | 14,358.56                           |              |         |
|                                                                                       | Year Total:                                                                                                       |         |                  | 14,358.56                           |              |         |
| Fund:                                                                                 | COMMUNITY DEVELOPMENT BLK GRANT BUDGET:                                                                           |         |                  |                                     |              |         |
| Extd:                                                                                 | 2019 CDBG Allotment                                                                                               |         |                  |                                     |              |         |
| T-17-76-850-850-001<br>WBMASON W.B.MASON CO., INC.                                    | 2019 Administration<br>21-00188 office supplies                                                                   |         |                  | 38.72                               | 0.00         |         |
|                                                                                       | Extd Total: 2019 CDBG Allotment                                                                                   |         |                  | 38.72                               |              |         |
|                                                                                       | Department Total:                                                                                                 |         |                  | 38.72                               |              |         |
|                                                                                       | CAFR Total:                                                                                                       |         |                  | 38.72                               |              |         |
|                                                                                       | Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:                                                               |         |                  | 38.72                               |              |         |
| Fund:                                                                                 | PLANNING & ZONING ESCROW FUND BUDGET:                                                                             |         |                  |                                     |              |         |
| CAFR:                                                                                 | PLANNING & ZONING ESCROW FUND BUDGET:                                                                             |         |                  |                                     |              |         |
| T-21-00-467-000-299<br>CLACAN CLARKE CATON HINTZ PC                                   | 910 COOKMAN AVENUE(900 COOKMAN, LLC)<br>21-00175 CCH January 2021 invoices                                        |         |                  | 160.00                              | 0.00         |         |
|                                                                                       | Extd Total:                                                                                                       |         |                  | 160.00                              |              |         |
|                                                                                       | Department Total:                                                                                                 |         |                  | 160.00                              |              |         |
| T-21-00-477-000-299<br>INSENG INSITE ENGINEERING, LLC<br>CLACAN CLARKE CATON HINTZ PC | 300 6TH AVENUE (300 6TH AVENUE, LLC)<br>21-00193 Insite 300 Sixth Avenue<br>21-00203 INVOICE #79651 NOVEMBER 2020 |         |                  | 575.00<br>770.00<br><u>1,345.00</u> | 0.00<br>0.00 |         |
|                                                                                       | Extd Total:                                                                                                       |         |                  | 1,345.00                            |              |         |
|                                                                                       | Department Total:                                                                                                 |         |                  | 1,345.00                            |              |         |
| T-21-00-497-000-299<br>CLACAN CLARKE CATON HINTZ PC<br>CLACAN CLARKE CATON HINTZ PC   | 917 ASBURY AVENUE(H4 HOLDINGS, LLC)<br>21-00118 CCH December 2020 invoices<br>21-00175 CCH January 2021 invoices  |         |                  | 332.40<br>55.00<br><u>387.40</u>    | 0.00<br>0.00 |         |
|                                                                                       | Extd Total:                                                                                                       |         |                  | 387.40                              |              |         |
|                                                                                       | Department Total:                                                                                                 |         |                  | 387.40                              |              |         |
| T-21-00-498-000-299<br>CLACAN CLARKE CATON HINTZ PC                                   | 704 4TH AVE(13 GRAND POINT WAY, LLC)<br>21-00118 CCH December 2020 invoices                                       |         |                  | 385.00                              | 0.00         |         |
|                                                                                       | Extd Total:                                                                                                       |         |                  | 385.00                              |              |         |
|                                                                                       | Department Total:                                                                                                 |         |                  | 385.00                              |              |         |

February 4, 2021  
10:32 AM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

Pa 3.D.3.a

| Budget Account<br>Vendor                                                         | Description                                       | P.O. Id  | P.O. Description           | Amount   | Void Amount | PO Type |
|----------------------------------------------------------------------------------|---------------------------------------------------|----------|----------------------------|----------|-------------|---------|
| Department: CAP. IMP. FUND                                                       |                                                   |          |                            |          |             |         |
| T-21-00-511-000-299                                                              | 1405 4TH AVENUE(1405 4TH,LLC)                     |          |                            |          |             |         |
| CLACAN                                                                           | CLARKE CATON HINTZ PC                             | 21-00118 | CCH December 2020 invoices | 715.00   | 0.00        |         |
| CLACAN                                                                           | CLARKE CATON HINTZ PC                             | 21-00175 | CCH January 2021 invoices  | 625.00   | 0.00        |         |
|                                                                                  |                                                   |          |                            | 1,340.00 |             |         |
|                                                                                  | Extd Total:                                       |          |                            | 1,340.00 |             |         |
|                                                                                  | Department Total: CAP. IMP. FUND                  |          |                            | 1,340.00 |             |         |
|                                                                                  | CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET: |          |                            | 3,617.40 |             |         |
|                                                                                  | Fund Total: PLANNING & ZONING ESCROW FUND BUDGET: |          |                            | 3,617.40 |             |         |
|                                                                                  | Year Total:                                       |          |                            | 3,656.12 |             |         |
| Total Charged Lines: 312 Total List Amount: 1,055,209.92 Total Void Amount: 0.00 |                                                   |          |                            |          |             |         |

Attachment: Bill List 2-10-21 (2021-107 : Payment of Bills)

| Totals by Year-Fund                     |      |              |               |           |              |
|-----------------------------------------|------|--------------|---------------|-----------|--------------|
| Fund Description                        | Fund | Budget Total | Revenue Total | G/L Total | Total        |
| CURRENT                                 | 0-01 | 134,254.23   | 0.00          | 0.00      | 134,254.23   |
| BEACH                                   | 0-05 | 289.95       | 0.00          | 0.00      | 289.95       |
| TRANSPORTATION UTILITY: BUDGET:         | 0-06 | 397.63       | 0.00          | 0.00      | 397.63       |
| SEWER UTILITY: BUDGET:                  | 0-07 | 50,740.09    | 0.00          | 0.00      | 50,740.09    |
| Year Total:                             |      | 185,681.90   | 0.00          | 0.00      | 185,681.90   |
| CURRENT                                 | 1-01 | 781,034.65   | 0.00          | 0.00      | 781,034.65   |
| TRANSPORTATION UTILITY: BUDGET:         | 1-06 | 1,149.17     | 0.00          | 0.00      | 1,149.17     |
| SEWER UTILITY: BUDGET:                  | 1-07 | 6,929.52     | 0.00          | 0.00      | 6,929.52     |
| Year Total:                             |      | 789,113.34   | 0.00          | 0.00      | 789,113.34   |
| SEWER CAPITAL FUND BUDGET:              | C-08 | 62,400.00    | 0.00          | 0.00      | 62,400.00    |
| GRANT FUND BUDGET:                      | G-02 | 14,358.56    | 0.00          | 0.00      | 14,358.56    |
| COMMUNITY DEVELOPMENT BLK GRANT BUDGET: | T-17 | 38.72        | 0.00          | 0.00      | 38.72        |
| PLANNING & ZONING ESCROW FUND BUDGET:   | T-21 | 3,617.40     | 0.00          | 0.00      | 3,617.40     |
| Year Total:                             |      | 3,656.12     | 0.00          | 0.00      | 3,656.12     |
| Total of All Funds:                     |      | 1,055,209.92 | 0.00          | 0.00      | 1,055,209.92 |

**February 10, 2021 Council Meeting**

|                                                |    |                         |
|------------------------------------------------|----|-------------------------|
| Balance Brought Forward from Total List Amount |    | 1,055,209.92            |
| US Bank Operations Ctr.                        | \$ | 221,241.64              |
| Depository Trust Company                       | \$ | 10,326,956.43           |
| PMA Management Corporation                     | \$ | 69,568.01               |
| NJ Environ. Infra Trust                        | \$ | 322,204.77              |
|                                                |    | <hr/>                   |
|                                                |    | <u>\$ 11,995,180.77</u> |



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-108**

Routine Budget Transfer

|               |             |             |
|---------------|-------------|-------------|
| Current Fund: | From        | To          |
| Finance S&W   | \$10,000.00 |             |
| Finance OE    |             | \$10,000.00 |





## RESOLUTION NO. 2021-108

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

### **RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATION RESERVES IN THE FISCAL YEAR 2020 BUDGET**

**WHEREAS**, it has been determined that various line items within the 2020 fiscal year Appropriation Reserve 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:4-59 allows for the transfer of funds between line items during 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 appropriation reserve budget transfers:

|               | From        | To          |
|---------------|-------------|-------------|
| Current Fund: |             |             |
| Finance S&W   | \$10,000.00 |             |
| Finance OE    |             | \$10,000.00 |

**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, MELODY HARTSGROVE, 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. 2021-108 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-109**

Increase to temporary budget to cover insurance premiums and other bills.

Current Fund:

|                     |              |              |
|---------------------|--------------|--------------|
| Liability Insurance | \$363,563.00 | \$463,563.00 |
| Transportation OE   | 253,225.00   | 303,225.00   |



## RESOLUTION NO. 2021-109

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

### **RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2021 BUDGET**

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

**WHEREAS**, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2021 budget.

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2021 be adopted and a certified copy of this resolution be provided to the Borough's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

|                      | <u>From</u>  | <u>To</u>    |
|----------------------|--------------|--------------|
| Current Fund:        |              |              |
| Liability Insurance  | \$363,563.00 | \$463,563.00 |
| Transportation Fund: |              |              |
| Other Expenses       | 253,225.00   | 303,225.00   |

I, MELODY HARTSGROVE, 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. 2021-109 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE  
CITY CLERK





Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-110**

Provide funding to Community Affairs Resource Center ( CDBG Funds)



## RESOLUTION NO. 2021-110

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

### **RESOLUTION AUTHORIZING FUNDING TO COMMUNITY AFFAIRS RESOURCE CENTER FOR THE ADMINISTERING OF RENTAL ASSISTANCE THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG--CV) CARES ACT FUNDS**

**WHEREAS**, the City of Asbury Park received \$535,800 in supplemental CDBG-CV funding to Support the Coronavirus Response; and

**WHEREAS**, the CDBG-CV funding is in response to the COVID-19 Pandemic; and

**WHEREAS**, the City of Asbury Park will use Community Development Block Grant (CDBG-CV) funds to prepare, prevent for and respond to coronavirus by providing emergency rental assistance; and

**WHEREAS**, the City of Asbury Park has agreed to provide funding to Community Affairs Resource Center, located at 913 Sewall Avenue to administer emergency rental assistance with Community Development Block Grant (CDBG-CV) funds to qualified residents of Asbury Park.; and

**WHEREAS**, Community Affairs Resource Center will receive funding in the amount of \$100,000 to provide emergency rental assistance in response to residents affected by COVID-19; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in CDBG Account T-17-79-850-850-001 of the official budget to which the purchase will be officially charged.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the payment of \$100,000 for emergency rental assistance to be administered by Community Affairs Resource Center.

I, MELODY HARTSGROVE, 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. 2021-110 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS 11th DAY OF February, 2021.

MELODY HARTSGROVE  
CITY CLERK



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-111**

Removal and replacement of 6 sanitary manholes, funds for purchase from CDBG



## RESOLUTION NO. 2021-111

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

### **RESOLUTION AUTHORIZING THE PURCHASE OF SANITARY MANHOLES WITH COMMUNITY BLOCK GRANT FUNDING**

**WHEREAS**, the City of Asbury Park received pricing from Precise Construction Incorporated for the removal and replacement of six Sanitary Manholes; and

**WHEREAS**, the removal and replacement of sanitary manholes at the following locations:

- First Avenue & New Street
- First Avenue & Pine Street
- First Avenue & Comstock Street
- 911 Comstock Street
- Second Avenue & Comstock Street
- 1112 Second Avenue

**WHEREAS**, the City of Asbury Park will use Community Development Block Grant (CDBG) funds for such purchase in the amount of \$39,700.

**WHEREAS**, the Chief Financial Officer has certified that funds are available in Capital Account T-17-78-850-850-002 of the official budget to which the purchase will be officially charged.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Asbury Park (the “City”) in the County of Monmouth, State of New Jersey authorize the purchase of Six Sanitary Manholes at various locations.

I, MELODY HARTSGROVE, 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. 2021-111 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS 11th DAY OF February, 2021.

MELODY HARTSGROVE  
CITY CLERK





E-mail • office@pcinj.com

1016 Highway 33, Freehold, N.J. 07728

(732) 683-1166 • Fax (732) 683-1177

January 27, 2021

Revised Proposal P20-52

City of Asbury Park  
9 Main Street  
Asbury Park, NJ 07712  
Attn: Robert Bianchini

Re: Manhole Replacements

Dear Robert:

We are pleased to provide you with a REVISED proposal to furnish labor, equipment and material to remove and replace 6 sanitary manholes at various locations:

|                                                                 |           |                  |
|-----------------------------------------------------------------|-----------|------------------|
| Remove manholes & replace with precast manholes, 6 @ \$6,000.00 | \$        | 36,000.00        |
| Backfill w/RCA and patch asphalt only                           | \$        | 3,700.00         |
| <b>TOTAL</b>                                                    | <b>\$</b> | <b>39,700.00</b> |

\* Add - Traffic control if required TBD

Manhole Locations:

1<sup>st</sup> & New Street, 1<sup>st</sup> & Pine Street, 1<sup>st</sup> & Comstock  
911 Comstock, 2<sup>nd</sup> & Comstock, 1112 2<sup>nd</sup> Avenue

Includes: All work listed above

Excludes: Any items not listed including excavation and/or removal of contaminated or hazardous materials; any fees including permit, inspection, testing or engineering fees; no allowance for utility conflicts

If you require any additional information, please do not hesitate to contact our office immediately.

Very truly yours,  
PRECISE CONSTRUCTION, INC.

Antonio Vlahos

**SIGNED PROPOSAL MUST BE RETURNED PRIOR TO SCHEDULE OF WORK.**  
Prices are in effect for 30 days from the date of Proposal unless otherwise noted.

Accepted By: \_\_\_\_\_

**BURKE Contracting, LLC**

1001 Hopewell Avenue ■ Ocean, NJ 07712 ■ Office (732) 775-6959 ■ Fax (732) 775-5120

|                                                                     |                                                                    |
|---------------------------------------------------------------------|--------------------------------------------------------------------|
| City of Asbury Park<br>One Municipal Plaza<br>Asbury Park, NJ 07721 | REF: Emergency Sanitary Sewer Manhole<br>Replacement Proposal 2021 |
| Attn: Robert Bianchini                                              | Proposal #: P-409-R1                                               |

1-26-21: 2021 Proposal

**PROPOSAL**

Burke Contracting, LLC, proposes to perform the following work for the City of Asbury Park  
for the 2021 Sewer Manhole Replacement Project

| <u>No.</u>                  | <u>Description</u>                                  | <u>Quantity</u><br><u>UP TO:</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Amount</u>       |
|-----------------------------|-----------------------------------------------------|----------------------------------|-------------|-------------------|---------------------|
| <b>2nd &amp; Langford</b>   |                                                     |                                  |             |                   |                     |
| 1                           | Bypass Pump                                         | 1                                | OCC         | \$2,500.00        | \$ 2,500.00         |
| 2                           | Saw Cut Pavement                                    | 100                              | LF          | \$4.00            | \$ 400.00           |
| 3                           | Asphalt Pavement Removal & Disposal                 | 50                               | SY          | \$18.50           | \$ 925.00           |
| 4                           | Remove & Dispose of Exist Sewer MH, 0-6' max depth  | 1                                | EA          | \$4,000.00        | \$ 4,000.00         |
| 5                           | Install New Sewer MH w/ Exist. Casting              | 1                                | EA          | \$9,000.00        | \$ 9,000.00         |
| 6                           | Remove & Replace 8" PVC, 13' Length, All Directions | 26                               | LF          | \$58.00           | \$ 1,508.00         |
| 7                           | 6" DGA                                              | 50                               | SY          | \$8.50            | \$ 425.00           |
| 8                           | 6" I-2 Base Asphalt Trench Repair                   | 50                               | SY          | \$50.00           | \$ 2,500.00         |
| 9                           | Maintain & Protect Traffic                          | 1                                | LS          | \$500.00          | \$ 500.00           |
|                             |                                                     |                                  |             |                   | <b>\$ 21,758.00</b> |
| <b>First &amp; Pine</b>     |                                                     |                                  |             |                   |                     |
| 10                          | Bypass Pump                                         | 1                                | OCC         | \$5,000.00        | \$ 5,000.00         |
| 11                          | Saw Cut Pavement                                    | 160                              | LF          | \$4.00            | \$ 640.00           |
| 12                          | Asphalt Pavement Removal & Disposal                 | 65                               | SY          | \$18.50           | \$ 1,202.50         |
| 13                          | Remove & Dispose of Exist Sewer MH, 0-6' max depth  | 1                                | EA          | \$4,000.00        | \$ 4,000.00         |
| 14                          | Install New Sewer MH w/ Exist. Casting              | 1                                | EA          | \$9,000.00        | \$ 9,000.00         |
| 15                          | Remove & Replace 8" PVC, 13' Length, All Directions | 52                               | LF          | \$58.00           | \$ 3,016.00         |
| 16                          | 6" DGA                                              | 65                               | SY          | \$8.50            | \$ 552.50           |
| 17                          | 6" I-2 Base Asphalt Trench Repair                   | 65                               | SY          | \$50.00           | \$ 3,250.00         |
| 18                          | Maintain & Protect Traffic                          | 1                                | LS          | \$500.00          | \$ 500.00           |
|                             |                                                     |                                  |             |                   | <b>\$ 27,161.00</b> |
| <b>First &amp; Comstock</b> |                                                     |                                  |             |                   |                     |
| 19                          | Bypass Pump                                         | 1                                | OCC         | \$5,000.00        | \$ 5,000.00         |
| 20                          | Saw Cut Pavement                                    | 160                              | LF          | \$4.00            | \$ 640.00           |
| 21                          | Asphalt Pavement Removal & Disposal                 | 65                               | SY          | \$18.50           | \$ 1,202.50         |
| 22                          | Remove & Dispose of Exist Sewer MH, 0-6' max depth  | 1                                | EA          | \$4,000.00        | \$ 4,000.00         |
| 23                          | Install New Sewer MH w/ Exist. Casting              | 1                                | EA          | \$9,000.00        | \$ 9,000.00         |
| 24                          | Remove & Replace 8" PVC, 13' Length, All Directions | 52                               | LF          | \$58.00           | \$ 3,016.00         |
| 25                          | 6" DGA                                              | 65                               | SY          | \$8.50            | \$ 552.50           |
| 26                          | 6" I-2 Base Asphalt Trench Repair                   | 65                               | SY          | \$50.00           | \$ 3,250.00         |
| 27                          | Maintain & Protect Traffic                          | 1                                | LS          | \$500.00          | \$ 500.00           |
|                             |                                                     |                                  |             |                   | <b>\$ 27,161.00</b> |
| <b>#911 Comstock</b>        |                                                     |                                  |             |                   |                     |
| 28                          | Bypass Pump                                         | 1                                | OCC         | \$2,500.00        | \$ 2,500.00         |
| 29                          | Saw Cut Pavement                                    | 100                              | LF          | \$4.00            | \$ 400.00           |
| 30                          | Asphalt Pavement Removal & Disposal                 | 50                               | SY          | \$18.50           | \$ 925.00           |
| 31                          | Remove & Dispose of Exist Sewer MH, 0-6' max depth  | 1                                | EA          | \$4,000.00        | \$ 4,000.00         |
| 32                          | Install New Sewer MH w/ Exist. Casting              | 1                                | EA          | \$8,500.00        | \$ 8,500.00         |
| 33                          | Remove & Replace 8" PVC, 13' Length, All Directions | 26                               | LF          | \$58.00           | \$ 1,508.00         |
| 34                          | 6" DGA                                              | 50                               | SY          | \$8.50            | \$ 425.00           |
| 35                          | 6" I-2 Base Asphalt Trench Repair                   | 50                               | SY          | \$50.00           | \$ 2,500.00         |
| 36                          | Maintain & Protect Traffic                          | 1                                | LS          | \$500.00          | \$ 500.00           |
|                             |                                                     |                                  |             |                   | <b>\$ 21,258.00</b> |

**BURKE Contracting, LLC**

1001 Hopewell Avenue ■ Ocean, NJ 07712 ■ Office (732) 775-6959 ■ Fax (732) 775-5120

| <u>No.</u>                       | <u>Description</u>                                  | <u>Quantity</u><br><u>UP TO:</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Amount</u>               |
|----------------------------------|-----------------------------------------------------|----------------------------------|-------------|-------------------|-----------------------------|
| <b>#1112 2nd Ave</b>             |                                                     |                                  |             |                   |                             |
| 37                               | Bypass Pump                                         | 1                                | OCC         | \$2,500.00        | \$ 2,500.00                 |
| 38                               | Saw Cut Pavement                                    | 100                              | LF          | \$4.00            | \$ 400.00                   |
| 39                               | Asphalt Pavement Removal & Disposal                 | 50                               | SY          | \$18.50           | \$ 925.00                   |
| 40                               | Remove & Dispose of Exist Sewer MH, 0-6' max depth  | 1                                | EA          | \$4,000.00        | \$ 4,000.00                 |
| 41                               | Install New Sewer MH w/ Exist. Casting              | 1                                | EA          | \$8,500.00        | \$ 8,500.00                 |
| 42                               | Remove & Replace 8" PVC, 13' Length, All Directions | 26                               | LF          | \$58.00           | \$ 1,508.00                 |
| 43                               | 6" DGA                                              | 50                               | SY          | \$8.50            | \$ 425.00                   |
| 44                               | 6" I-2 Base Asphalt Trench Repair                   | 50                               | SY          | \$50.00           | \$ 2,500.00                 |
| 45                               | Maintain & Protect Traffic                          | 1                                | LS          | \$500.00          | \$ 500.00                   |
|                                  |                                                     |                                  |             |                   | <u>\$ 21,258.00</u>         |
| <b>First &amp; New Street</b>    |                                                     |                                  |             |                   |                             |
| 46                               | Bypass Pump                                         | 1                                | OCC         | \$4,500.00        | \$ 4,500.00                 |
| 47                               | Saw Cut Pavement                                    | 140                              | LF          | \$4.00            | \$ 560.00                   |
| 48                               | Asphalt Pavement Removal & Disposal                 | 60                               | SY          | \$18.50           | \$ 1,110.00                 |
| 49                               | Remove & Dispose of Exist Sewer MH, 0-6' max depth  | 1                                | EA          | \$4,000.00        | \$ 4,000.00                 |
| 50                               | Install New Sewer MH w/ Exist. Casting              | 1                                | EA          | \$9,000.00        | \$ 9,000.00                 |
| 51                               | Remove & Replace 8" PVC, 13' Length, All Directions | 39                               | LF          | \$58.00           | \$ 2,262.00                 |
| 52                               | 6" DGA                                              | 60                               | SY          | \$8.50            | \$ 510.00                   |
| 53                               | 6" I-2 Base Asphalt Trench Repair                   | 60                               | SY          | \$48.00           | \$ 2,880.00                 |
| 54                               | Maintain & Protect Traffic                          | 1                                | LS          | \$500.00          | \$ 500.00                   |
|                                  |                                                     |                                  |             |                   | <u>\$ 25,322.00</u>         |
| <b>TOTAL LABOR AND MATERIALS</b> |                                                     |                                  |             |                   | <u><b>\$ 143,918.00</b></u> |

|                                                            |                         |          |    |          |                   |
|------------------------------------------------------------|-------------------------|----------|----|----------|-------------------|
| <b>ADD-ALTERNATE #1: Uniform Traffic Control</b>           |                         |          |    |          |                   |
| A1-1                                                       | Uniform Traffic Officer | AS REQ'D | HR | \$185.00 | TBD               |
| <b>ADD-ALTERNATE #1 TOTAL:</b>                             |                         |          |    |          | <u><b>TBD</b></u> |
| <b>ADD-ALTERNATE #2: Provide New Sewer Manhole Casting</b> |                         |          |    |          |                   |
| A2-1                                                       | #1202B Sewer MH Casting | AS RED'D | EA | \$425.00 | TBD               |
| <b>ADD-ALTERNATE #2 TOTAL:</b>                             |                         |          |    |          | <u><b>TBD</b></u> |

**CLARIFICATIONS AND EXCEPTIONS TO PROPOSAL:****GENERAL:**

- X Proposal Based on Open Shop Workforce. Unionized or Prevailing Wage Workforce is Excluded.
- X Inclement Weather Work, Frost Protection or Frost Removal is Excluded.
- X No Provisions for Unforeseen Subsurface Conditions Including Unsuitable Soils, Uncharted Utilities or Buried Debris
- X Permits, Fees, Variances, Survey, Layout, Bonding, As-Built Drawings by Others.
- X Replacement of Existing Pipe Beyond (1) Length out of Manhole is Excluded. If Required, to be deemed additional work.
- X Select Fill Import & Placement and Unsuitable Fill Export & Disposal is Excluded.
- X Holding and or relocation of existing utilities is excluded.
- X Proposal Valid for 90 Days from Proposal Date Listed Above

**TERMS:** Preconstruction Deposit to be 50%. Payment to be Progress Payments, Net 15 Days with ZERO Retainage to be withheld and payment in Full upon Completion. A carrying charge of 1 1/2% per month will be charged on past due accounts. Quantities and totals shown are for comparisons only. Billing will be for quantities actually installed. Sales taxes will be added to billing if a properly completed exemption certificate is not on file in our office. Any items not specifically included in the description of work to be done, i.e., stone, fill, traffic control, erosion control, spoils disposal, contamination, dewatering, or unforeseen underground conditions, etc., or any alterations of the above described work, whether required by governing authority or ground conditions, will be executed only upon written orders and will become an extra charge over and above the estimate. All engineering fees, permits, stakeouts, surveying and bonds to be supplied by owner, copies of which must be in our possession before any work can proceed. All agreements are contingent upon strikes, superseded by this proposal. Prices on this proposal will be valid for 90 days from date of proposal. If pricing and terms are acceptable, please sign and date below and return this proposal to our office. Upon receipt of the signed acceptance and deposit the work will be scheduled. Please retain a copy of this proposal for your records.

OWNER \_\_\_\_\_

JASON BURKE, OWNER-Burke Contracting LLC

PRINT NAME &amp; TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Attachment: PERCISE CONSTRUCTION (2021-111 : Resolution Authorizing the Purchase of Sanitary Manholes)



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-112**

Resolution awarding a bid for printing services to Craftmaster Printing for two years from February 2021 through February 2023.

2019 Base Bid was \$1,542.50

2021 Base Bid is \$1,653.00 (three additional printing items added)



## RESOLUTION NO. 2021-112

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

### AWARDING BID FOR PRINTING SERVICES

**WHEREAS**, on Thursday, January 28, 2021 the City of Asbury Park (the “City”) accepted bids for 2021 Printing Services; and

**WHEREAS**, the City received eight (8) sealed bids for Printing Services; and

**WHEREAS**, it has been determined that Craftmaster Printing submitted the lowest responsible bid in accordance with the bid specifications; and

**WHEREAS**, it is the desire of the governing bid to award a contract for printing services for a period of two years; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey that it hereby awards a contract to Craftmaster Printing for Printing Services.

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

I, MELODY HARTSGROVE, 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. 2021-112 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS 10th DAY OF February, 2021.

MELODY HARTSGROVE  
CITY CLERK

City of Asbury Park  
2021 PRINTING SERVICES - BID OPENING  
Thursday, January 28, 2021  
11:00 AM

3.D.8.a

|                                           | BIDDER NAME                                                      |                                                                 |                                                                           |                                                                   |                                                                                |                                                        |                                                                  |                                                            |
|-------------------------------------------|------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------|
|                                           | Craftmaster Printing<br>2024 Corlies Avenue<br>Neptune, NJ 07753 | Ridgewood Press<br>609 Franklin Turnpike<br>Ridgewood, NJ 07450 | Quikie Print & Copy Shop<br>827 West Park Ave<br>Ocean Township, NJ 07712 | Fast Copy Printing Center<br>79 Broad Street<br>Keyport, NJ 07735 | Jersey Printing Associates<br>153 First Avenue<br>Atlantic Highlands, NJ 07716 | Concept Print<br>40 Lydecker Street<br>Nyack, NY 10960 | Courier Printing Corp<br>24 Laurel Bank Ave<br>Deposit, NY 13754 | Hawk Graphics Inc.<br>P.O. Box308<br>Mt. Freedom, NJ 07970 |
| TOTAL BID AMOUNT                          | 1,653.00                                                         | 2,699.00                                                        | 3,566.00                                                                  | 5,744.00                                                          | 5,073.00                                                                       | 3,211.00                                               | 4,058.00                                                         | 2,970.00                                                   |
| EX. #1                                    | 78.00                                                            | 140.00                                                          | 193.00                                                                    | 265.00                                                            | 350.00                                                                         | 145.00                                                 | 346.00                                                           | 150.00                                                     |
| EX. #2                                    | 100.00                                                           | 180.00                                                          | 279.00                                                                    | 375.00                                                            | 435.00                                                                         | 220.00                                                 | 376.00                                                           | 200.00                                                     |
| EX. #3                                    | 60.00                                                            | 105.00                                                          | 122.00                                                                    | 189.00                                                            | 303.00                                                                         | 110.00                                                 | 314.00                                                           | 100.00                                                     |
| EX. #4                                    | 85.00                                                            | 170.00                                                          | 400.00                                                                    | 279.00                                                            | 366.00                                                                         | 230.00                                                 | 326.00                                                           | 190.00                                                     |
| EX. #5                                    | 85.00                                                            | 170.00                                                          | 400.00                                                                    | 279.00                                                            | 366.00                                                                         | 210.00                                                 | 326.00                                                           | 190.00                                                     |
| EX. #6                                    | 78.00                                                            | 140.00                                                          | 193.00                                                                    | 265.00                                                            | 350.00                                                                         | 165.00                                                 | 346.00                                                           | 150.00                                                     |
| EX. #7                                    | 78.00                                                            | 140.00                                                          | 193.00                                                                    | 265.00                                                            | 350.00                                                                         | 165.00                                                 | 346.00                                                           | 150.00                                                     |
| EX. #8                                    | 75.00                                                            | 115.00                                                          | 100.00                                                                    | 156.50                                                            | 286.00                                                                         | 120.00                                                 | 189.00                                                           | 105.00                                                     |
| EX. #9                                    | 60.00                                                            | 101.00                                                          | 89.00                                                                     | 175.00                                                            | 266.00                                                                         | 110.00                                                 | 346.00                                                           | 100.00                                                     |
| EX. #10                                   | 80.00                                                            | 165.00                                                          | 210.00                                                                    | 300.00                                                            | 396.00                                                                         | 180.00                                                 | 346.00                                                           | 190.00                                                     |
| EX. #11                                   | 60.00                                                            | 90.00                                                           | 100.00                                                                    | 215.00                                                            | 281.00                                                                         | 110.00                                                 | 346.00                                                           | 75.00                                                      |
| EX. #12                                   | 58.00                                                            | 85.00                                                           | 60.00                                                                     | 186.50                                                            | 180.00                                                                         | 90.00                                                  | 175.00                                                           | 50.00                                                      |
| EX. #13                                   | 40.00                                                            | 54.00                                                           | 55.00                                                                     | 85.00                                                             | 197.00                                                                         | 45.00                                                  | 107.00                                                           | 55.00                                                      |
| EX. #14                                   | 41.00                                                            | 60.00                                                           | 62.00                                                                     | 90.00                                                             | 201.00                                                                         | 46.00                                                  | 111.00                                                           | 57.00                                                      |
| EX. #15                                   | 50.00                                                            | 53.00                                                           | 85.00                                                                     | 79.00                                                             | 186.00                                                                         | 36.00                                                  | 58.00                                                            | 50.00                                                      |
| EX. #16                                   | 65.00                                                            | 100.00                                                          | 180.00                                                                    | 380.00                                                            | NO BID                                                                         | 157.50                                                 | NO BID                                                           | 163.00                                                     |
| EX. #17                                   | 170.00                                                           | 210.00                                                          | 260.00                                                                    | 540.00                                                            | NO BID                                                                         | 305.00                                                 | NO BID                                                           | 366.00                                                     |
| EX. #18                                   | 390.00                                                           | 621.00                                                          | 585.00                                                                    | 1,620.00                                                          | NO BID                                                                         | 766.50                                                 | NO BID                                                           | 629.00                                                     |
| Additional fees for<br>set-up, seals, etc | 0.00                                                             | 0.00                                                            | 0.00                                                                      | 0.00                                                              | 560.00                                                                         | 0.00                                                   | 0.00                                                             | 0.00                                                       |
| Exhibit Total                             | 1,653.00                                                         | 2,699.00                                                        | 3,566.00                                                                  | 5,744.00                                                          | 4,513.00                                                                       | 3,211.00                                               | 4,058.00                                                         | 2,970.00                                                   |
| Exhibit & Fee Total                       | 1,653.00                                                         | 2,699.00                                                        | 3,566.00                                                                  | 5,744.00                                                          | 5,073.00                                                                       | 3,211.00                                               | 4,058.00                                                         | 2,970.00                                                   |

Attachment: Printing Services Bid Summary Sheet -2021 (2021-112 : Awarding Bid for Printing Services)



City of ASbury Park  
2021 PRINTING SERVICES - BID OPENING  
Thursday, January 28, 2021  
11:00 AM

3.D.8.a

|                                         | Craftmaster Printing | Ridgewood Press | Quikie Print& Copy | Fast Copy Printing | Jersey Printing Assoc. | Concept Print | Courier Printing | Hawk Graphics Inc. |
|-----------------------------------------|----------------------|-----------------|--------------------|--------------------|------------------------|---------------|------------------|--------------------|
| Acknowledgment of Receipt of Addenda    | YES                  | YES             | YES                | YES                | YES                    | YES           | YES              | YES                |
| Affirmative Action                      | YES                  | YES             | YES                | YES                | YES                    | YES           | YES              | YES                |
| NJ Anti-Discrimination                  | YES                  | YES             | YES                | YES                | YES                    | YES           | YES              | YES                |
| Americans with Disabilities Act of 1990 | YES                  | YES             | YES                | YES                | YES                    | YES           | YES              | YES                |
| Stockholders Disclosure Certification   | YES                  | YES             | YES                | YES                | YES                    | YES           | YES              | YES                |
| Business Registration                   | YES                  | YES             | YES                | YES                | YES                    | YES           | YES              | YES                |
| Disclosure of Investments in Iran       | YES                  | YES             | YES                | YES                | YES                    | YES           | YES              | YES                |
| Non-Collusion Affidavit                 | YES                  | YES             | YES                | YES                | YES                    | YES           | YES              | YES                |
| Bid Proposal Form                       | YES                  | YES             | YES                | YES                | YES                    | YES           | YES              | YES                |
| Ethics Statement                        | YES                  | YES             | YES                | YES                | YES                    | NO            | NO               | NO                 |

Attachment: Printing Services Bid Summary Sheet -2021 (2021-112 : Awarding Bid for Printing Services)



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-113**

Resolution authorizing the amendment of lightning equipment for the new Police vehicles.  
Resolution #2021-75 was approved for lightning equipment in the amount of \$27,244.16.  
The new lightning equipment quote is for \$28,225.38, an increase in the amount of \$981.22.



## RESOLUTION NO. 2021-113

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

### **RESOLUTION AMENDING THE PURCHASE OF LIGHTNING EQUIPMENT FOR THE NEW POLICE DEPARTMENT VEHICLES FROM EAST COAST EMERGENCY LIGHTNING, INC.**

**WHEREAS**, the City of Asbury Park adopted Resolution #2021-75 on January 13, 2021 for lighting equipment for the new Police Department vehicles from East Coast Emergency Lighting, Inc. totaling \$27,244.16; and

**WHEREAS**, the City of Asbury Park received an amended quote from East Coast Emergency Lighting, Inc. adjusting the lighting equipment needed; and

**WHEREAS**, price of the project is now \$28,225.38 and is attached to this Resolution; and

**WHEREAS**, pricing is based off of State Contract #17-FLEET-00761 and Contract #17-FLEET-00719; and

**WHEREAS**, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in account #C-04-55-998-180-001 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the amendment of a contract to East Coast Emergency Lighting, Inc. in the amount of \$28,225.38 for lighting equipment for the new Police Department vehicles and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, 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. 2021-113 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS 10th DAY OF February, 2021.

MELODY HARTSGROVE  
CITY CLERK



## RESOLUTION NO. 2021-75

City of Asbury Park  
County of Monmouth  
State of New Jersey

### RESOLUTION AUTHORIZING THE PURCHASE OF TWO POLICE VEHICLES AND RELATED EQUIPMENT

**WHEREAS**, the City has a need to two police vehicles and related equipment within the Police Department; and

**WHEREAS**, the City has obtained the attached quotes totaling \$127,281.90

- 2021 Police Interceptor from Winner Ford off of N.J. State Contract #20-FLEET-01189 totaling \$63,982.00
- Wireless for installation of the Mobile Data Terminal (MDT) and appropriate racking in the amount of \$19,014.12 off of NJ NASPO Panasonic Contract #89980; and
- Wireless for the installation of the Arbitrator System (dashboard camera) in the amount of \$12,767.82 off of NJ NASPO Panasonic Contract #89980
- MAACO in the amount of \$2,400.00 to refinish all doors
- Signs -Sealed & Delivered in the amount of \$750.00 for lettering
- East Coast Emergency Lighting, Inc. in the amount of \$27,244.16 off of NJ State Contract #17-FLEET-00761 and Contract #17-FLEET-00768 for lighting and installation of lighting
- Lawmen Supply Company in the amount of \$1,123.80 off of NJ State Contract #17-FLEET-00740 for gun rack systems

**WHEREAS**, the City of Asbury Park is desirous of awarding the purchases to the vendors in an amount listed above; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-180-001 and 1-01-25-240-000-203 upon the 2021 temporary budget adoption. 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 purchases outlined in this Resolution for a total amount of \$127,281.90; and

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

I, MELODY HARTSGROVE, 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. 2021-75 which was finally adopted by the City Council at a meeting held on the 13th day of January, 2021

CERTIFIED BY ME THIS 13th DAY OF January, 2021.

  
Melody Hartsgrove, City Clerk 1/13/2021

MELODY HARTSGROVE  
CITY CLERK

| ✓ Vote Record - Resolution 2021-75                                                                                                                                                                                                                  |         |        |         |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|---------|--------|
| <input checked="" type="checkbox"/> Adopted<br><input type="checkbox"/> Adopted as Amended<br><input type="checkbox"/> Defeated<br><input type="checkbox"/> Tabled<br><input type="checkbox"/> Withdrawn<br><input type="checkbox"/> Second Reading |         |        |         |        |
|                                                                                                                                                                                                                                                     | Yes/Aye | No/Nay | Abstain | Absent |



East Coast Emergency Lighting, Inc

200 Meco Drive  
Millstone Twp, NJ 08535

732-940-2211

**Quote**

| Date      | Estimate # |
|-----------|------------|
| 1/21/2021 | 26399      |

| Name / Address                                                      |
|---------------------------------------------------------------------|
| City of Asbury Park<br>One Municipal Plaza<br>Asbury Park, NJ 07712 |

| Ship To                      |
|------------------------------|
| INSTALL @ MILLSTONE LOCATION |

| P.O. No. | FOB       | Rep | Created By: |
|----------|-----------|-----|-------------|
|          | MILLSTONE | RMC | RC          |

| Item         | Description                                                                                                                                     | Qty | Cost     | Total    |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|----------|
|              | 2021 Ford Utility (2)                                                                                                                           |     |          |          |
|              | WHELEN NEW JERSEY STATE CONTRACT<br>17-FLEET-00761                                                                                              |     |          |          |
| EB2DEDE      | LEGACY WCX 54" RW/BW/RW/BW                                                                                                                      | 2   | 3,100.00 | 6,200.00 |
| GBDLK        | LEGACY OPT. ADD 1 LONG RED/AMB                                                                                                                  | 8   | 0.00     | 0.00     |
| GBDLM        | LEGACY OPT. ADD 1 LONG BLU/AMB                                                                                                                  | 8   | 0.00     | 0.00     |
| GBDLE        | LEGACY OPT. ADD 1 LONG BLU/WHT                                                                                                                  | 8   | 0.00     | 0.00     |
| GBDLD        | LEGACY OPT. ADD 1 LONG RED/WHT                                                                                                                  | 8   | 0.00     | 0.00     |
| GBAWD        | LEGACY OPT ADD 1 WARN/ALY R/W                                                                                                                   | 2   | 0.00     | 0.00     |
| GBAWE        | LEGACY OPT ADD 1 WARN/ALY B/W                                                                                                                   | 2   | 0.00     | 0.00     |
| MKAJ105      | ADJ LIGHTBAR MOUNT KIT #105                                                                                                                     | 2   | 0.00     | 0.00     |
| C399         | CENCOM CORE WCX CONTROL CENTER                                                                                                                  | 2   | 0.00     | 0.00     |
| CCTL6        | CenCom Core Control Head CCTL6                                                                                                                  | 2   | 0.00     | 0.00     |
| SA315P       | SA315P SPEAKER, BLACK PLASTIC                                                                                                                   | 2   | 0.00     | 0.00     |
| C399K4       | OBDII CANPORT CABLE KIT FORD -<br>[2020 Ford Interceptor Utility Gateway Installation Kit for use<br>WITHOUT Ford 61B Factory Option]           | 2   | 0.00     | 0.00     |
| SAK66P       | SAK 66P SPEAKER BRACKET (Ford Police Interceptor<br>Utility, 2020, Passenger Side Grille)<br>++SPECIAL PROMO PACKAGE INCLUDES ABOVE<br>ITEMS+++ | 2   | 0.00     | 0.00     |
| BS508        | I-E RST WCX 8-LT S/D UTILITY                                                                                                                    | 2   | 604.26   | 1,208.52 |
| ISSR         | INNER EDGE FST/RST SOLO RED                                                                                                                     | 8   | 0.00     | 0.00     |
| ISSB         | INNER EDGE FST/RST SOLO BLUE<br>[REAR WARNING]                                                                                                  | 8   | 0.00     | 0.00     |
| VTX609R      | VERTEX SUPER-LED LIGHT RED                                                                                                                      | 2   | 61.02    | 122.04   |
| <b>Total</b> |                                                                                                                                                 |     |          |          |

Attachment: EAST COAST EMERGENCY LIGHTING QUOTE (2021-113 : Amending the purchase of lightning equipment for the new Police

## East Coast Emergency Lighting, Inc

200 Mecco Drive  
Millstone Twp, NJ 08535

732-940-2211

## Quote

| Date      | Estimate # |
|-----------|------------|
| 1/21/2021 | 26399      |

| Name / Address                                                      |
|---------------------------------------------------------------------|
| City of Asbury Park<br>One Municipal Plaza<br>Asbury Park, NJ 07712 |

| Ship To                      |
|------------------------------|
| INSTALL @ MILLSTONE LOCATION |

| P.O. No. | FOB       | Rep | Created By: |
|----------|-----------|-----|-------------|
|          | MILLSTONE | RMC | RC          |

| Item           | Description                                                                                                         | Qty | Cost   | Total    |
|----------------|---------------------------------------------------------------------------------------------------------------------|-----|--------|----------|
| VTX609B        | VERTEX SUPER-LED LIGHT BLUE<br>[TAIL LIGHT WARNING]                                                                 | 2   | 61.02  | 122.04   |
| TLI2D          | ION T-SERIES LINEAR DUO R/W                                                                                         | 2   | 84.78  | 169.56   |
| TLI2E          | ION T-SERIES LINEAR DUO B/W<br>[REAR LICENSE PLATE WARNING AND REVERSE]                                             | 2   | 84.78  | 169.56   |
| TLI2J          | ION T-SERIES LINEAR DUO R/B<br>[SIDE PUSH BUMPER INTERSECTION WARNING]                                              | 4   | 84.78  | 339.12   |
| LINSV2R        | SURFACE MT LINZ V-SERIES RED                                                                                        | 2   | 132.30 | 264.60   |
| LINSV2B        | SURFACE MT LINZ V-SERIES BLUE                                                                                       | 2   | 132.30 | 264.60   |
| LSVBKT50       | LINSV MIRROR MT KIT 20 UTILITY<br>[UNDER MIRROR WARNING]                                                            | 2   | 14.04  | 28.08    |
| PSJ02FCR       | STRIPLITE+ DUO FLASHER RED/BLU                                                                                      | 4   | 92.88  | 371.52   |
| PSBKT90        | STRIP-LITE+ 90 DEG MT KIT<br>[REAR SIDE CARGO WARNING]                                                              | 4   | 12.69  | 50.76    |
| CHWLFE29       | WCX LO FREQ SIREN AMP EXPLORER                                                                                      | 2   | 326.16 | 652.32   |
| CV2V           | VEHICLE-TO-VEHICLE SYNC MODULE                                                                                      | 2   | 159.30 | 318.60   |
| Installation   | INSTALLATION OF THE ABOVE LISTED WHELEN<br>EQUIPMENT                                                                | 40  | 75.00  | 3,000.00 |
| C-VS-1012-INUT | HAVIS NJ STATE CONTRACT 17-FLEET-00719<br>Vehicle specific 10" angled mounting space and 12" horizontal<br>Mounting | 2   | 330.20 | 660.40   |
| C-ARM-103      | Armrest For Top Mount, Console, Large Pad                                                                           | 2   | 80.57  | 161.14   |
| C-CUP2-I       | Internal Cup Holders                                                                                                | 2   | 28.67  | 57.34    |
| C-MCB          | Microphone Clip Bracket                                                                                             | 4   | 9.56   | 38.24    |
| <b>Total</b>   |                                                                                                                     |     |        |          |

Attachment: EAST COAST EMERGENCY LIGHTING QUOTE (2021-113 : Amending the purchase of lightning equipment for the new Police

East Coast Emergency Lighting, Inc

200 Meco Drive  
Millstone Twp, NJ 08535

732-940-2211

**Quote**

| Date      | Estimate # |
|-----------|------------|
| 1/21/2021 | 26399      |

| Name / Address                                                      |
|---------------------------------------------------------------------|
| City of Asbury Park<br>One Municipal Plaza<br>Asbury Park, NJ 07712 |

| Ship To                      |
|------------------------------|
| INSTALL @ MILLSTONE LOCATION |

|                 |                                                                                                                                                                                                                                                                         | P.O. No.     | FOB       | Rep      | Created By: |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-------------|
|                 |                                                                                                                                                                                                                                                                         |              | MILLSTONE | RMC      | RC          |
| Item            | Description                                                                                                                                                                                                                                                             | Qty          | Cost      | Total    |             |
| MMSU-1          | Magnetic Mic Single Unit                                                                                                                                                                                                                                                | 2            | 30.00     | 60.00    |             |
| C-MC            | Mic Clip                                                                                                                                                                                                                                                                | 2            | 7.51      | 15.02    |             |
| C-EB45-WS2-1P-A | Angled 1-Piece Equipment Mounting Bracket, 4.5" Mounting Space, Fits Whelen 295HFS Series                                                                                                                                                                               | 2            | 0.00      | 0.00     |             |
| C-EB30-APS-1P   | Havis, 1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits Motorola APX 4500,                                                                                                                                                                                   | 2            | 0.00      | 0.00     |             |
| C-FP-1          | 1" Filler Plate                                                                                                                                                                                                                                                         | 2            | 0.00      | 0.00     |             |
| C-FP-4          | 4" Filler Plate                                                                                                                                                                                                                                                         | 4            | 0.00      | 0.00     |             |
| C-FP-2-EC       | EAST COAST LOGO FACEPLATE                                                                                                                                                                                                                                               | 2            | 0.00      | 0.00     |             |
| Installation    | INSTALLATION OF THE ABOVE LISTED HAVIS EQUIPMENT                                                                                                                                                                                                                        | 5            | 90.00     | 450.00   |             |
| PVS4704UINT20A  | PRO-GARD NJ STATE CONTRACT 17-FLEET-00768<br>Ford Utility Interceptor 2020; 4700VS Series, Space Saver Prisoner Partition with VIPER Shield Integrated Level IIIA Ballistic Shield, with Center Sliding Poly Window, includes Recessed Panel and Lower Extension Panels | 2            | 3,055.20  | 6,110.40 |             |
| S4705UINT20OSB  | 2020 Ford Utility Interceptor - Rear Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and Outboard Seat Belts                                                                                                                                        | 2            | 1,276.50  | 2,553.00 |             |
| PB4720HDL003    | 2020 Ford Explorer Heavy Duty Push Bumper w/two Whelen Ion Duo Smoked lens one Red/Wht and One Blu/Wht                                                                                                                                                                  | 2            | 769.60    | 1,539.20 |             |
| WB47NPUINT20    | Ford Interceptor Utility 2020; Steel Window Bars (for use with O.E.M. door panels only)                                                                                                                                                                                 | 2            | 198.40    | 396.80   |             |
| SS0009          | SAFE STOP 2020 FORD INTERCEPTOR UTILITY                                                                                                                                                                                                                                 | 2            | 143.20    | 286.40   |             |
| C-TTP-INUT-1201 | Ford 2020 Police Interceptor Utility Raised Fold-Up Cargo Plate for Equipment Mounting Underneath                                                                                                                                                                       | 2            | 548.99    | 1,097.98 |             |
| C-TTP-INUT-4    | Premium Top Plate for Mounting Electronic Components                                                                                                                                                                                                                    | 2            | 196.57    | 393.14   |             |
|                 |                                                                                                                                                                                                                                                                         | <b>Total</b> |           |          |             |

Attachment: EAST COAST EMERGENCY LIGHTING QUOTE (2021-113 : Amending the purchase of lightning equipment for the new Police

East Coast Emergency Lighting, Inc

**Quote**

200 Mecco Drive  
Millstone Twp, NJ 08535

732-940-2211

| Date      | Estimate # |
|-----------|------------|
| 1/21/2021 | 26399      |

| Name / Address                                                      |
|---------------------------------------------------------------------|
| City of Asbury Park<br>One Municipal Plaza<br>Asbury Park, NJ 07712 |

| Ship To                      |
|------------------------------|
| INSTALL @ MILLSTONE LOCATION |

| P.O. No. | FOB       | Rep | Created By: |
|----------|-----------|-----|-------------|
|          | MILLSTONE | RMC | RC          |

| Item         | Description                                                                                                                              | Qty | Cost  | Total       |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|-------------|
| Installation | INSTALLATION OF THE ABOVE LISTED PRO-GARD EQUIPMENT<br><br>Nicholas.Townsend@cityofasburypark.com<br>TRACY.LIZARDI@CITYOFASBURY PARK.COM | 15  | 75.00 | 1,125.00    |
| <b>Total</b> |                                                                                                                                          |     |       | \$28,225.38 |

Attachment: EAST COAST EMERGENCY LIGHTING QUOTE (2021-113 : Amending the purchase of lightning equipment for the new Police



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-114**

Resolution authorizing a professional service contract to The Rodger's Group, LLC for Police Accreditation.



## RESOLUTION NO. 2021-114

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

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

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

**WHEREAS**, the City has obtained the attached invoice from The Rodger's Group, LLC totaling \$11,340.00; and

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

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

**WHEREAS**, the Chief Financial Officer has certified that funds are available in the Current Fund 1-01-25-240-000-237; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related to the Police Accreditation to The Rodger's Group, LLC in a not-to-exceed amount of \$11,340.00; and

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

I, MELODY HARTSGROVE, 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. 2021-114 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS 10th DAY OF February, 2021.



MELODY HARTSGROVE  
CITY CLERK



**THE RODGERS**  
GROUP, LLC

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 12/4/2020 | 6381      |

PO Box 831  
Island Heights, NJ 08732  
(732) 279-6657

**Bill To**

Asbury Park Police Dept.  
Chief David Kelso  
1 Municipal Plaza  
Asbury Park, NJ 07712

| Project     | Terms  |
|-------------|--------|
| Maintenance | Net 30 |

| Quantity                                                                           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Rate         | Amount    |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|
|                                                                                    | <p>Service and Maintenance of the Asbury Park Police Department Accreditation Policy &amp; Files<br/>\$11,340 Annually (Year 1 of 3 year accreditation cycle)*</p> <p>One year service and maintenance of all Asbury Park Police Department policies related to the New Jersey State Association of Chiefs of Police accreditation standards.</p> <p>Service and Maintenance to include:</p> <p>Maintaining with consistency, a Rodgers Group, LLC Project Manager who will maintain regular contact with the Asbury Park Police Department related to accreditation.</p> <p>Notifying the Asbury Park Police Department of all updates and rewriting any policies affected by those updates.</p> <p>Maintaining, updating and modifying all Asbury Park Police Department policies related to accreditation so as to ensure they continue to meet the Asbury Park Police Department business needs</p> | 11,340.00    | 11,340.00 |
| Thank you for your business. Please make checks payable to The Rodgers Group, LLC. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Total</b> |           |

Attachment: THE RODGER'S GROUP (2021-114 : Authoring a professional services contract to The Rodger's Group for Police Accreditation)



**THE RODGERS  
GROUP, LLC**

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 12/4/2020 | 6381      |

PO Box 831  
Island Heights, NJ 08732  
(732) 279-6657

Bill To

Asbury Park Police Dept.  
Chief David Kelso  
1 Municipal Plaza  
Asbury Park, NJ 07712

| Project     | Terms  |
|-------------|--------|
| Maintenance | Net 30 |

| Quantity                                                                           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Rate         | Amount      |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|
|                                                                                    | <p>and state accreditation standards.</p> <p>Providing specific guidance and oversight to the agencies Accreditation Manager regarding the compilation of "Proofs" related to maintaining accreditation files.</p> <p>Conducting quarterly assessments of the agency's accreditation files to ensure compliance with NJSACOP Standards.</p> <p>Providing oversight and direction for the preparation for the Asbury Park Police Department Re-accreditation efforts.</p> <p>This is the first of three annual installments in this 3 year reaccreditation cycle.<br/>*Please note that this invoice contains a 2% increase.</p> |              |             |
| Thank you for your business. Please make checks payable to The Rodgers Group, LLC. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Total</b> | \$11,340.00 |

S 000237



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-115**

Resolution awarding a contract to Monmouth Telecom for telephone and internet services from 2/17/21 through 2/18/24. There will be an increase in internet speed; however, a decrease in several other items which should keep the monthly billing close to the current rate. Current monthly billing is approximately \$4,400.00 per month.



## RESOLUTION NO. 2021-115

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

### **RESOLUTION AWARDING A CONTRACT TO MONMOUTH TELECOM FOR TELEPHONE AND INTERNET SERVICE**

**WHEREAS**, the City's current telecommunications vendor is Monmouth Telecom; and

**WHEREAS**, the current contract sunsets in February 2021; and

**WHEREAS**, the City staff is recommending that Monmouth Telecom be awarded a new three-year contract with effective dates February 18, 2021 to February 17, 2024; and

**WHEREAS**, this service is exempt from public bidding as per the New Jersey Local Public Contracts Law under Section 40A:11-5(f) Exemptions; and

**WHEREAS**, the CFO has certified the availability of funds under account 0-01-31-440-000-299 in an amount not-to-exceed \$4,500.00 per month. The maximum dollar value of the pending contract is as set forth in the resolution.

**WHEREAS**, the City of Asbury Park hereby awards a telecommunications contract to Monmouth Telecom.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asbury Park, County of Monmouth and State of New Jersey that the City hereby awards a contract to Monmouth Telecom for a three-year period from February 18, 2021 to February 17, 2024.

I, MELODY HARTSGROVE, 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. 2021-115 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS 10th DAY OF February, 2021.

MELODY HARTSGROVE  
CITY CLERK



**Full Service  
Telephony & Internet**

## INTEGRATED VOICE & DATA BUNDLE TRANSPARENT LAN SERVICE (TLS) Service Agreement

### Customer Information

|                                             |                              |            |
|---------------------------------------------|------------------------------|------------|
| Business Name: City of Asbury Park          |                              |            |
| Install Address: 1 Municipal Plaza NJ 07712 |                              |            |
| City: Asbury Park                           | State: NJ                    | Zip: 07712 |
| Billing Address:                            |                              |            |
| Billing Contact:                            | Phone # at Install Location: |            |
| Contact Email Address:                      | Fax #:                       |            |

|                                                                                                                                                                         |                                                                                   |                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TLS Data: 400 Megabit</b>                                                                                                                                            |                                                                                   | <b>\$1,174.00 Monthly Charges</b><br>(Excluding international calls, taxes, and surcharges)                                                                                                                                                                                     |
| <b>Length of Contract: Three (3) Years</b>                                                                                                                              |                                                                                   | Additional Information About Install Address:<br><br>Upgrading from 200Mb TLS.                                                                                                                                                                                                  |
| NUMBER OF VOICE LINES:                                                                                                                                                  | PRI Signal Channels                                                               |                                                                                                                                                                                                                                                                                 |
| LOCAL MINUTES RATE:                                                                                                                                                     | \$ .010 PER MINUTE                                                                |                                                                                                                                                                                                                                                                                 |
| LONG DISTANCE MINUTES RATE:                                                                                                                                             | \$ .019 PER MINUTE                                                                |                                                                                                                                                                                                                                                                                 |
| 800 DOMESTIC LONG DISTANCE:                                                                                                                                             | \$ .027 PER MINUTE                                                                |                                                                                                                                                                                                                                                                                 |
| DID'S: BLOCK OF 20 @ \$20.00 PER BLOCK                                                                                                                                  | \$ Monthly                                                                        |                                                                                                                                                                                                                                                                                 |
| MPLS SERVICE: K-SPEED                                                                                                                                                   | \$ Monthly                                                                        |                                                                                                                                                                                                                                                                                 |
| <b>ONE TIME SET-UP FEE - Waived</b>                                                                                                                                     |                                                                                   | <b>BTN Number(s):</b>                                                                                                                                                                                                                                                           |
| Number of IP's Requested<br><input type="checkbox"/> 6 <input type="checkbox"/> 14 <input type="checkbox"/> 30 <input type="checkbox"/> 62 <input type="checkbox"/> 128 | Prioritized Bandwidth for Data Service: 400<br>Prioritized Bandwidth for Voice: 4 |                                                                                                                                                                                                                                                                                 |
| <b>Emergency Contact Information</b>                                                                                                                                    |                                                                                   |                                                                                                                                                                                                                                                                                 |
| <i>Primary Contact</i>                                                                                                                                                  |                                                                                   | <i>Technical Contact</i>                                                                                                                                                                                                                                                        |
| Name:                                                                                                                                                                   |                                                                                   | Name:                                                                                                                                                                                                                                                                           |
| Email:                                                                                                                                                                  |                                                                                   | Email:                                                                                                                                                                                                                                                                          |
| Day Phone:                                                                                                                                                              |                                                                                   | Day Phone:                                                                                                                                                                                                                                                                      |
| Night Phone:                                                                                                                                                            |                                                                                   | Night Phone:                                                                                                                                                                                                                                                                    |
| Pager/Cell:                                                                                                                                                             |                                                                                   | Pager/Cell:                                                                                                                                                                                                                                                                     |
| <b>PBX Vendor*</b>                                                                                                                                                      |                                                                                   | <b>PBX Equipment Information*</b>                                                                                                                                                                                                                                               |
| Company Name:                                                                                                                                                           |                                                                                   | Make:                                                                                                                                                                                                                                                                           |
| Contact:                                                                                                                                                                |                                                                                   | Model Number:                                                                                                                                                                                                                                                                   |
| Phone:                                                                                                                                                                  | Fax:                                                                              | Additional Features: (example Voicemail)                                                                                                                                                                                                                                        |
| Email:                                                                                                                                                                  |                                                                                   |                                                                                                                                                                                                                                                                                 |
| PBX Interface: <input checked="" type="checkbox"/> POTS <input type="checkbox"/> TDM <input type="checkbox"/> PRI                                                       |                                                                                   | Total number of Lines:                                                                                                                                                                                                                                                          |
| Signaling Type: <input type="checkbox"/> E&M Wink <input checked="" type="checkbox"/> Loop Start                                                                        |                                                                                   | # Does not include any construction charges that may be required to complete TLS Circuit installation. The Customer is responsible for any/all construction that may be required to complete the installation.<br>*Customer is responsible for any charges from the PBX Vendor. |
| <input type="checkbox"/> Ground Start                                                                                                                                   |                                                                                   |                                                                                                                                                                                                                                                                                 |
| PRI Variant: <input type="checkbox"/> 5ESS <input type="checkbox"/> N12                                                                                                 |                                                                                   |                                                                                                                                                                                                                                                                                 |

The TLS Service is specific to a particular physical location and cannot be moved. If the Customer moves physical location it is considered a cancellation of the contract and the Customer is liable for all damages for default or cancellation as set forth below.

If upgrading to a higher level of service, please be aware that you are likely to have an overlapping of services for approximately three (3) weeks while the old circuit(s) are cancelled. The customer will be responsible for the billing of both services during this time. The overlapping of services is necessary in order to provide the customer with continuous services during the transition. Upgrades in service for existing TLS Customers may take several weeks to complete.

The execution of this service contract is subject to TLS availability at your location. The Service Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of New Jersey. This Agreement is subject to and controlled by Monmouth Telephone & Telegraph federal and state tariffs as applicable and by Monmouth Telecom's Standard Service Agreement Terms and Conditions for Transparent LAN. Customer acknowledges by signing below that the customer accepts this Contract and that they have received a written copy of the current Terms and Conditions for Transparent LAN Service and agrees to be bound thereby. Service subject to execution and Monmouth Telecom's acceptance of this contract.

### Signature required

Print

signature

date





Full Service  
Telephony & Internet

## *Standard Service Agreement Terms and Conditions for Internet/Voice Bundle Transparent LAN Service (TLS) over Fiber*

These terms and conditions shall apply not only to this Agreement, but, to all prior and subsequent agreements entered into by the parties or by any successors, assigns, or related entities.

### I. CONTRACT ORIENTATION AND SET UP:

1. All Monmouth Telecom Services are subject to availability and credit approval. The 1<sup>st</sup> month of service charges plus any one-time setup fees must be paid by the Customer upon customer signing of this contract and submission to Monmouth Telecom for acceptance. This payment may be deposited by Monmouth Telecom upon receipt of the contract, regardless of acceptance. Once this contract is accepted and signed by Monmouth Telecom this payment is not refundable. If Monmouth Telecom does not accept this contract this payment will be promptly refunded to the Customer. Payment will be in a form of check or bank draft payable to Monmouth Telecom.
2. The Customer understands that it is Verizon's responsibility only to bring a circuit to a minimum point of entry (as defined by Verizon) and further understands that the customer is responsible for providing wiring from Verizon's minimum point of entry to the location of its telephone system (Demarc extension).
3. Customer agrees to meet Verizon's site readiness requirements by the scheduled install date and allow Verizon access to install the TLS circuit. Customer acknowledges that failure to do so may result in Verizon assessing penalties of up to \$ 3,640.00 per circuit. In the event that Verizon does not install the TLS for any reason outside the control of Monmouth Telecom, the Customer agrees to pay all charges from Verizon including, but not limited to: Verizon cancellation fees, failed installation charges, and penalty fees. The Customer will reimburse Monmouth Telecom for these fees within 15 days of being invoiced by Monmouth Telecom.
4. Should the Customer fail to appear at any scheduled installation place and time or fail to provide access the Customer shall be liable for "no show" charges.
5. The Customer must allow Monmouth Telecom access to its premises to install equipment within 2 business days from Verizon installation and acceptance by Monmouth Telecom of the TLS circuit from Verizon. It is the Customer's responsibility to connect to Monmouth Telecom's equipment and to utilize the services once Monmouth Telecom's equipment is installed and is operational. The Customer understands that regular monthly billing by Monmouth Telecom for the TLS Service will commence immediately after Monmouth Telecom's acceptance of the circuit from Verizon.
6. Monmouth Telecom customers shall provide all necessary preparations required to comply with Monmouth Telecom installation, maintenance and operational specifications; and will be responsible for all the costs of relocation of services once installed by Monmouth Telecom and or its vendors. Customer will provide Monmouth Telecom and its communication services and equipment reasonable access to the Customer's premises to perform any acts required by this agreement.
7. Monmouth Telecom will endeavor to schedule the port of the Customer's telephone numbers over to its system within 3 days after Verizon installation of the TLS. The port date set by Monmouth Telecom shall be fixed after consultation with the Customer and other Vendors and shall be a firm date. **If the Customer fails to participate in the port for any reason on the scheduled date or if the Customer wishes to postpone the port date past the specified time, the Customer understands that it is still responsible for full monthly charges.**
8. Monmouth Telecom will commence regular monthly billing in full for packaged services of the TLS Service to the customer immediately after Monmouth Telecom deems the Customer's circuit viable and accepts the circuit from Verizon. Monmouth Telecom will commence regular monthly billing for non-packaged services including transfer and internet to the customer immediately after Monmouth Telecom deems customer's circuit viable and accepts the circuit from Verizon. It is specifically understood that the Customer's responsibility for this billing is not dependent upon its actual use of Monmouth Telecom's service and Customer may be responsible for billing from its prior telephone carrier as well as Monmouth Telecom until the

Customer cancels its service with a prior carrier. It is the Customer's responsibility to terminate its service with its prior carrier in accordance with the terms of its contract and be responsible for any termination fees it incurs as a result.

9. There is a \$50.00 minimum billing charge per month.
10. Voice service is provided under a tariff filed with the New Jersey Board of Public Utilities by Monmouth Telephone & Telegraph Corp., a subsidiary of Monmouth Telecom.
11. Monmouth Telecom services are only to be used for lawful purposes. Transmission or distribution of any material in violation of any applicable Federal or State laws and/or regulations is expressly prohibited. This extends to include, but is not limited to: Any copyrighted materials, materials or communications judged to be threatening or obscene, any material or communications prohibited by trade secret. As a customer of Monmouth Telecom and a user of our services, your company agrees to indemnify and to hold harmless Monmouth Telecom and Verizon from ANY and ALL claims resulting from the company's use of the service. Monmouth Telecom reserves the right to terminate service without notice should it receive complaints with respect to the Customer regarding:
  - A. Using the service as a platform for hack attempts, port scanning, denial of service attacks or gaining unauthorized access to systems or networks.
12. DNS Modifications and additions will be done for one domain at no charge as part of this agreement. Monmouth Internet Corporation d/b/a Monmouth Telecom will include domain registration or transfer for one domain. Each additional domain will be charged the normal \$50.00 one-time setup fee.
13. Customer agrees to activate all contracted services with Monmouth Telecom within 30 days of Verizon's activation of the circuit. If the Customer fails to do so within 10 days of written request by Monmouth Telecom, Monmouth Telecom may at its sole discretion deem the Customer in default and terminate Monmouth Telecom's contractual obligation in which case the Customer shall pay an additional cancellation fee of \$1,500.00 per circuit in addition to all other penalties for cancellation or default set forth in this contract.
14. This contract shall have an effective date of acceptance of the contract by Monmouth Telecom. For the purpose of determining the maturity date of this contract, however, it shall be deemed to have a start date of the later of when data or voice service commences or when the port of the customer's numbers takes place.

### II. TERMS AND CONDITIONS OF USAGE:

1. Monmouth Telecom exercises no control whatsoever over the content of any information passing through it. Stated bandwidths apply only to the Customer to Monmouth Telecom router port attachment. No guarantee of end-to-end bandwidth on the Internet is made.
2. IP Space is readily available for a minimal charge in accordance with ARIN Guidelines (The American Registry for Internet Numbers). Customer guarantees use of 25% of requested IP space immediately and 50% of requested IP space within 6 months of assignment.
3. Monmouth Telecom reserves the right to change any unlimited plans to per-minute if the usage pattern is unusually high.
4. Title and property rights, including all intellectual property rights to services, are and shall remain with Monmouth Telecom whether or not they are embedded in any programming, software and/or hardware. The Customer recognizes that Monmouth Telecom's services, products, programming and software used hereunder constitute valuable trade secrets of Monmouth Telecom. The Customer will use its best efforts to protect and keep confidential any and all programming and software used by it and shall never make any attempts to copy, examine, in any way alter, re-engineer, tamper with, or otherwise misuse such services, programs, hardware, etc.

5. When the contract reaches maturity, all the hardware that Monmouth Telecom loaned the Customer must be returned by the customer to Monmouth Telecom in the same proper working condition that it was received, less normal wear and tear, unless the Customer renews their contract. If the Customer wishes to purchase the Hardware, it will be at the current retail price including Tax and all Handling Charges.

### III. PAYMENT, CONTRACT RENEWAL AND TERMINATION:

1. The term shall be the period of time listed on the Service Agreement. Customer is responsible for the rates listed on the Service Agreement and all applicable local state and federal taxes, charges and assessments and other applicable charges.
2. Payment for services is made on a monthly basis. Payment is due on receipt with customer's payment to be received by Monmouth Telecom not later than the earlier of the 20<sup>th</sup> day of the billing month or 15 days from the date of transmission of electronic notification that the invoice is available on Monmouth Telecom's web site. This date shall hereinafter be referred to as the "payment due date". If payment is not received by the "payment due date" then interest will be charged at the rate of one and one-half percent (1 ½%) per month. An act of default accelerates payments to be due at once, and any type of credit is no longer extended. If service is subject to interruption, the balance of customer's account will accrue interest at a rate of one and one-half percent (1 ½%) per month. In the event that Monmouth Telecom finds it necessary to send an account to an outside agency or to an attorney's office due to the delinquent status of the account, a fee of Thirty Percent (30%) will be added to the balance due. If Monmouth Telecom has to institute suit in a court of law to recover any monies due under this contract, the Customer shall pay all fees and court costs in addition to the attorney's fee mentioned above. If the Customer raises any counterclaims to the collection action or files any separate actions or appeals that are later dismissed by the court, Customer shall pay in addition all legal fees incurred by Monmouth Telecom in defending the counterclaim, lawsuit, or appeal. Late payments will still accrue interest at one and one-half percent (1 ½%) per month of the unpaid balance until the account is paid in full. This policy will be strictly enforced.
3. In the event that the Customer fails to pay its bill by the "payment due date", Monmouth Telecom may send the Customer an Interruption of Service Notice. If Customer still fails to pay its bill by the date specified in the Notice (normally 24 to 48 hours) Monmouth Telecom may interrupt service. If the Customer requests to be reactivated within 5 days after deactivation, all outstanding charges including a restoration fee of \$500.00 will be due in advance. After the 5<sup>th</sup> day of Monmouth Telecom Service deactivation, the circuit portion of the service will be disconnected. Reactivation after the circuit has been disconnected could take up to 60 days and will require that the customer pays all overdue charges plus a restoration fee of \$2,000.00 in advance. The Customer will remain responsible for all charges, including all sales, use taxes, and duties or levies on products and services during the period of disconnection.
4. All bills are presumed accurate and shall be binding on the customer unless written notice of the disputed charge(s) is received in writing within 30 days, commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business. Written Notification can be sent via email to [collections@monmouth.com](mailto:collections@monmouth.com) or faxed to 732-704-1180. The undisputed portions of the bill must be paid by the "payment due date" and a copy of the written dispute notification must accompany payment.
5. All Regulatory Fees that are charged on the monthly invoices represent a good faith estimate of what Monmouth Telecom believes must be forwarded to the respective government agencies in the future. All regulatory fees are presumed accurate and shall be binding on the customer unless written notice of the disputed fee(s) is received in writing 90 days (commencing 5 days after such bills have

been mailed or otherwise rendered per the Company's normal course of business). Written Notification can be sent via email to [accounting@monmouth.com](mailto:accounting@monmouth.com) or faxed to 732-704-1180.

6. Monmouth Telecom will make a good faith effort to respond to all billing disputes within 30 days of receipt. Should Monmouth Telecom deny a dispute filed by the customer, the customer shall have 10 business days by which to pay the disputed amount(s). Should the disputed amounts in any 2 consecutive months exceed 25% of invoiced charges, the customer shall be required in each succeeding month to pay by the "payment due date" the greater of all undisputed charges or 75% of the total charges invoiced in that month, pending the final resolution of the disputed amounts by Monmouth Telecom as set forth above.
7. The Customer is liable for all outbound calls made on its telephone system whether authorized, unauthorized, or fraudulent. It is the Customer's responsibility to protect its telephone system and/or PBX System from security violations and unauthorized use and the Customer must pay for all calls made through its telephone system. The Customer is encouraged to protect itself from potential abuses by utilizing Monmouth Telecom's available features of international call blocking and account codes; however, these services are offered by way of assistance only, and cannot provide 100% protection against fraud and security penetrations for which the Customer will remain responsible. The Customer's PBX or other telephone system provider may be able to provide additional assistance to secure the system.
8. Upon default by the Customer, Monmouth Telecom will reclaim hardware and/or software it owns. In this case the Customer will provide full and free access to the hardware and/or software. Monmouth Telecom will retain all payments made hereunder, and recover charges and costs owed by the Monmouth Telecom customer.
9. During the contractual year, the number of lines or bandwidth cannot be decreased. There is no termination charge when a customer upgrades to a higher level of service.
10. New Build: A "New Build" is a site to which service originates or terminates and to which Verizon must build or construct new facilities or equipment in order to provide service. New Build installation may require a Complete Site Survey, Municipal permits, Right-of-Way Pole licensing, Landlord Consent, Facility/Property Access, and other conditions which may be outside of Monmouth Telecom's or Verizon's control. Customer shall reimburse Monmouth Telecom for all reasonable direct costs incurred by Monmouth Telecom prior to Customer service installation including any Network extensions charges.
11. While it is Monmouth Telecom's intention not to raise rates during the course of this contract, Monmouth Telecom does reserve the right to raise rates in the event of a material increase in its costs of providing service due to government regulation, regulatory fees, or increases from underlying carriers or software and hardware providers. In the event of such increase, Customer may cancel this contract without termination fees by giving Monmouth Telecom written notice within 30 days of receiving notice of the rate increase. In the event of such cancellation, if Customer fails to port all of its lines within 30 days of receipt of notice of rate increase then it must pay the increased rates on all lines and services until its port date and all services shall be permanently terminated 90 days from the date of receipt of the notice of rate increase regardless of whether customer has ported its numbers.
12. All contracts are non-cancelable until they reach maturity.
13. The contract when it reaches maturity shall automatically renew for a period equal to the initial contract term and shall continue to renew automatically under the terms and conditions specified in this Contract. Upon renewal the Customer shall be liable for damages for default or early cancellation of the contract for the full



length of the renewal term as set forth in Section III Paragraph 15 with the first year of the renewal contract being considered the first year of the contract term.

14. This contract may only be cancelled by the Customer giving a written cancellation notice at least 60 days before the contract maturity date. The only form of cancellation notice that shall be effective is written notice on company letterhead, signed by an officer or principal of the company, and sent via certified mail, return receipt requested. Customer shall be liable for all charges during the 60 day period. Billing will cease on the last day of that corresponding month.
15. The parties agree that damages in the event of customer default or early cancellation of the contract cannot be readily determined. This is because costs incurred by Monmouth Telecom, initial setup fees paid to others by Monmouth Telecom, and cancellation charges from Verizon and other service providers cannot be easily separated out and assigned to individual customer accounts. The parties therefore agree that the following liquidated damages are fair and reasonable under these circumstances:
  - a. In the event the customer cancels or defaults upon a contract then the customer shall pay 100% of the fixed monthly charges (all charges excluding charges for minutes) for all months remaining on the contract.
  - b. In the event the Customer cancels or defaults upon a renewal contract then the first year of the renewal shall be considered the first year of the contract for the purposes of calculating damages.
  - c. Upon default or cancellation all monthly charges through the end of the contract term are accelerated and are due immediately.
  - d. In return for this liquidated damage payment, Monmouth Telecom is waiving its collection of profit on the minutes it was entitled to and which were calculated into the original costs of initiating service to the customer.
  - e. The Customer is also responsible for 100% of any termination liability, payable to the third parties, resulting from contract termination.
  - f. The parties agree that Monmouth Telecom incurs certain costs in initiating a contract regardless of whether services commence. The parties agree that in the event the Customer cancels the contract before the commencement of service it shall pay to Monmouth Telecom liquidated damages in the amount of \$1500.00 per circuit plus the current price of all hardware unless it is returned to Monmouth Telecom within 10 days.
  - g. In the event the Customer cancels this Contract prior to actual Verizon Installation then instead of the damages set forth in Paragraphs A, B, and C, above, the Customer is responsible for 100% of any termination liability that Monmouth Telecom is responsible for to Verizon plus 20% as handling charges.
16. In the event that Monmouth Telecom receives a port out request on behalf of the customer effective prior to the expiration of this contract or any renewal periods, the following events shall be deemed to take place:
  - a. The port out request shall be considered an early termination of this contract and the customer shall be considered to be in default.
  - b. All provisions of Paragraph 15 of this Section III will apply.
  - c. Customer's circuit is subject to disconnection at any time.
17. In the event that Monmouth Telecom receives a port out request on behalf of a customer who has provided proper notice pursuant to Paragraph 14 of this Section III, then the Customer shall be responsible for payment for a minimum period of 30 days after the effective date of the cancellation, however, the circuit is subject to disconnection at any time after the effective date of the cancellation.

18. In the event this Order is placed by an existing Customer and is an Order for an additional circuit then these Terms and Conditions shall replace those for the original service and the contract end date for the original service shall be extended to the contract end date for the new circuit. This is so the Customer shall have only one end of service date with Monmouth Telecom.
19. If the Customer has more than one account or more than one service agreement with Monmouth Telecom, and fails to pay any one bill by the "payment due date", or defaults on any service agreement, then all of the Customer's accounts are deemed to be in default and all accounts are subject to the termination provisions and interruption of service provisions set forth in these Terms and Conditions.
20. An act of Customer default includes but is not limited to: failure to pay bill by the "payment due date", Monmouth Telecom's receipt of a request to port before the expiration of the contract term or renewal term, and any other violation of the Terms and Conditions of this agreement.
21. In the event of Customer default Monmouth Telecom may at its election give written notice by mail, fax, or email of the default. Upon Customer's act of default all charges set forth as liquidated damages in Section III paragraph 15 shall immediately become due and payable. Monmouth Telecom may at its election suspend all service to customer 24 hours after providing notice of default. A notice of suspension shall be considered a notice of default under this contract.

#### IV. LIMITATIONS OF LIABILITY:

1. Monmouth Telecom is not liable for damages associated with service, channels or equipment which it does not furnish; nor for damages to Customer's premises resulting from the performance of Services, including the installation of equipment or associated wiring. In no event shall Monmouth Telecom be liable to customer for any indirect, special, incidental, consequential or punitive damages of any kind, including lost profits, regardless of whether such damages were foreseeable, and regardless of the form of the action. The total liability of Monmouth Telecom shall not exceed the amounts paid by the customer to Monmouth Telecom for the service to which the Claim relates.
2. Any and all information obtained from Monmouth Telecom public and/or private data network services is at your own risk.
3. Physical Equipment and/or Software products that are not provided by Monmouth Telecom are the responsibility of the Customer as the limits of the law allows for. Monmouth Telecom will not be responsible for the installation and/or service on equipment and/or software that was not provided by Monmouth Telecom. The Customer is responsible for the use and compatibility of hardware and software not provided by Monmouth Telecom. In the event that the customer uses hardware and software that impairs the customer's use of Monmouth Telecom services, the customer shall nonetheless be liable for regular payments to Monmouth Telecom. Upon notice from Monmouth Telecom that the hardware and/or software not provided by Monmouth Telecom is causing, or, in the sole opinion of Monmouth Telecom, is likely to cause hazard, interference or service obstruction, the customer shall eliminate the hazard, interference or service obstruction at once. The Customer will, if necessary, pay Monmouth Telecom to troubleshoot problems caused by such equipment and/or software not provided by Monmouth Telecom. Monmouth Telecom will not be responsible if any changes in hardware, software or service cause equipment not provided by Monmouth Telecom to become obsolete, require modification or alteration, or in any other way affect the total performance of Monmouth Telecom on an end-to-end basis and protect the Monmouth Telecom backbone network and those networks attached to the Monmouth Telecom network. In the case of customer-owned hardware and/or software connected to the Monmouth Telecom network the Customer is totally responsible for any and all service to that equipment. Monmouth Telecom, at its option, can supply technical services in the form of consulting and/or service to Monmouth Telecom customers at their request.

Packet Pg. 154

# Transparent LAN Service LNP Feature Form

Customer:

Account #:

MI Rep:

Circuit ID:

Date:

**Local Number Portability:** Feature which allows a customer, when switching local service providers, to keep their existing phone numbers by porting them to the new provider.

☐ New Do you have a PBX? ☐ Yes\* ☐ No  
☐ Revision \*may require PBX changes (customer responsibility)

| 8xx Numbers |                 |                | Internal Use Only |
|-------------|-----------------|----------------|-------------------|
| 8xx Numbers | Current Carrier | Ring to Number |                   |
|             |                 |                |                   |
|             |                 |                |                   |
|             |                 |                |                   |
|             |                 |                |                   |

**Directions:** Enter all of the phone numbers currently assigned to your company that you would like to port to MTT. In the description field, note the function of the phone number. Don't forget to include your fax numbers! **NOTE:** Any line that has DSL on it will lose the DSL once the line is ported to us. If you still want to port the number on the DSL line, please make sure you connect your NETWORK/LAN to MTT Internet data prior to port.

**Signaling Type (please check what the signaling will be):** ☐ POTS ☒ PRI ☐ TDM

**NOTE:** If it's POTS, please list all numbers under phone numbers and list the description of that line. If it's PRI or TDM, list number under DID numbers.

| Phone Numbers | Description | Punchdown | DID Numbers |
|---------------|-------------|-----------|-------------|
|               |             | 1         |             |
|               |             | 2         |             |
|               |             | 3         |             |
|               |             | 4         |             |
|               |             | 5         |             |
|               |             | 6         |             |
|               |             | 7         |             |
|               |             | 8         |             |
|               |             | 9         |             |
|               |             | 10        |             |
|               |             | 11        |             |
|               |             | 12        |             |
|               |             | 13        |             |
|               |             | 14        |             |
|               |             | 15        |             |
|               |             | 16        |             |
|               |             | 17        |             |
|               |             | 18        |             |
|               |             | 19        |             |
|               |             | 20        |             |
|               |             | 21        |             |
|               |             | 22        |             |
|               |             | 23        |             |
|               |             | 24        |             |

Voice Lines: 4 ☐ 8 ☐ 12 ☐ 16 ☐ 18 ☐ 24 ☐

| Internal Use Only | NPA/Nxx Assigned |  |  |  |  |
|-------------------|------------------|--|--|--|--|
|                   |                  |  |  |  |  |
|                   |                  |  |  |  |  |
|                   |                  |  |  |  |  |

Please direct any questions regarding this worksheet to Monmouth Internet's Provisioning Department 732-704-1000 ext. 9 or [dedicated@monmouth.com](mailto:dedicated@monmouth.com)

**I certify that this is accurate information and that I did not sign a blank form**

|                                |       |       |
|--------------------------------|-------|-------|
| Authorized Customer Signature: | Title | Date: |
|--------------------------------|-------|-------|

|                                              |                            |          |
|----------------------------------------------|----------------------------|----------|
| Internal Use Only<br>Date to be implemented: | Customer notified of date: | MTT Rep: |
|----------------------------------------------|----------------------------|----------|

Attachment: MONMOUTH TELECOM CONTRACT (2021-115 : Awarding a contract to Monmouth Telecom for telephone and internet service)





Full Service  
Telephony & Internet

UPDATE FORM for DIRECTORY and 411 INFORMATION LISTING

Account #: \_\_\_\_\_ Customer Name: \_\_\_\_\_

☐ New Listing specified below ☐ No Listing required ☐ IVAD ☐ UNE-P

*Listing #1 Required to be completed to insure proper listing.*

**411 & Directory Listing #1**

Please Note the First Listing will be Complimentary

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Additional 411 & Directory Listing #2**

\$6.30 Each Per Month

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Additional 411 & Directory Listing #3**

\$6.30 Each Per Month

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Additional 411 & Directory Listing #4**

\$6.30 Each Per Month

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Additional 411 & Directory Listing #5**

\$6.30 Each Per Month

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Customer Name (Print name & Title): \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment: MONMOUTH TELECOM CONTRACT (2021-115 : Awarding a contract to Monmouth Telecom for telephone and internet service)



# Monmouth Telephone & Telegraph, Inc.

Toll-Free Number  
Responsible Organization Change Form

| Customer Information                     |                                          |                      |             |
|------------------------------------------|------------------------------------------|----------------------|-------------|
| Account ID:                              |                                          | Print Customer Name: |             |
| Order Sign Date:                         |                                          | Address:             |             |
|                                          |                                          | City:                | State: Zip: |
| <input type="checkbox"/> Billing Address | <input type="checkbox"/> Service Address | Customer Contact:    |             |
|                                          |                                          | Tele:                |             |

## Letter of Authorization

The undersigned hereby designates Monmouth Telephone & Telegraph to act as the Responsible Organization ("RESPORG") for the following toll-free (8xx) numbers on this form.

And I attest under penalty of law, as an authorized employee or an agent of the company named above, that said company is the exclusive end user subscriber of the Toll Free number(s) listed below and the said company assumes all liability for the misappropriation of traffic of any other end user subscriber with regard to the Toll Free number(s) listed. I also understand that this request for a RESPORG change to Monmouth Telephone & Telegraph does not constitute an order for disconnect of service with my existing carrier(s). I continue to accept responsibility for notifying my existing carrier(s) of any intention to disconnect and/or change my Toll Free service after Monmouth Telephone & Telegraph has been designated my RESPORG for the Toll Free number(s) listed below.

## Understood and Agreed:

Signature (required)

Date

Printed name and title:

| Toll-Free Number | Current RESPORG ID | New RESPORG ID | Ring-to Number | Area of Service                                                |                                                               | New/ Port                                                     | Switched/ Dedicated                                                     |
|------------------|--------------------|----------------|----------------|----------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------------------------------|
|                  |                    | MOT01          |                | <input type="checkbox"/> 48<br><input type="checkbox"/> Canada | <input type="checkbox"/> 50<br><input type="checkbox"/> VI/PR | <input type="checkbox"/> New<br><input type="checkbox"/> Port | <input type="checkbox"/> Switched<br><input type="checkbox"/> Dedicated |
|                  |                    | MOT01          |                | <input type="checkbox"/> 48<br><input type="checkbox"/> Canada | <input type="checkbox"/> 50<br><input type="checkbox"/> VI/PR | <input type="checkbox"/> New<br><input type="checkbox"/> Port | <input type="checkbox"/> Switched<br><input type="checkbox"/> Dedicated |
|                  |                    | MOT01          |                | <input type="checkbox"/> 48<br><input type="checkbox"/> Canada | <input type="checkbox"/> 50<br><input type="checkbox"/> VI/PR | <input type="checkbox"/> New<br><input type="checkbox"/> Port | <input type="checkbox"/> Switched<br><input type="checkbox"/> Dedicated |
|                  |                    | MOT01          |                | <input type="checkbox"/> 48<br><input type="checkbox"/> Canada | <input type="checkbox"/> 50<br><input type="checkbox"/> VI/PR | <input type="checkbox"/> New<br><input type="checkbox"/> Port | <input type="checkbox"/> Switched<br><input type="checkbox"/> Dedicated |
|                  |                    | MOT01          |                | <input type="checkbox"/> 48<br><input type="checkbox"/> Canada | <input type="checkbox"/> 50<br><input type="checkbox"/> VI/PR | <input type="checkbox"/> New<br><input type="checkbox"/> Port | <input type="checkbox"/> Switched<br><input type="checkbox"/> Dedicated |
|                  |                    | MOT01          |                | <input type="checkbox"/> 48<br><input type="checkbox"/> Canada | <input type="checkbox"/> 50<br><input type="checkbox"/> VI/PR | <input type="checkbox"/> New<br><input type="checkbox"/> Port | <input type="checkbox"/> Switched<br><input type="checkbox"/> Dedicated |

| Monmouth Telephone & Telegraph Representative  |  |                          |                           |
|------------------------------------------------|--|--------------------------|---------------------------|
| Company Name: Monmouth Telephone & Telegraph   |  |                          |                           |
| Contact:                                       |  |                          |                           |
| Title: Provisioning Department                 |  |                          |                           |
| Address: 10 Drs. James Parker Blvd., Suite 110 |  | City: Red Bank           | State: NJ Zip Code: 07701 |
| Phone Number: 732-704-1000                     |  | Fax Number: 732-704-1160 |                           |
| Comments:                                      |  |                          |                           |

Attachment: MONMOUTH TELECOM CONTRACT (2021-115 : Awarding a contract to Monmouth Telecom for telephone and internet service)

## Technical Notes

|                               |                               |
|-------------------------------|-------------------------------|
| <b>IP Address Assignment:</b> | <b>Circuit Information:</b>   |
| <b>Router IP:</b>             | <b>Circuit ID #:</b>          |
| <b>IP Subnet:</b>             | <b>Physical POP Location:</b> |
| <b>Subnet Mask:</b>           | <b>Date Installed:</b>        |

|              |       |
|--------------|-------|
| Please Sign: | Date: |
|--------------|-------|

**Please Use The Space Below For Other Notes Or Special Instructions:**

[illegible]

# Transparent LAN Service Contract FEATURES

This form is to be completed by the Sales Rep

|                       |              |
|-----------------------|--------------|
| <b>Customer Name:</b> | <b>Date:</b> |
|-----------------------|--------------|

- **Company Name to be outpulsed** (can be no more than 15 characters including spaces)  
List lines that require name to be outpulsed on. If more space is required, attach a separate piece of paper.

| Number | Name |
|--------|------|
|        |      |
|        |      |

- **Telephone Number to be outpulsed on Fax and/or Direct Lines.**  
(This must be a number that is being ported to Monmouth. Monmouth will automatically outpulse the Main Number on the Main lines, Fax number on the Fax Lines and Direct number on the Direct Lines by Default.)

If the customer wants other than the above, specify below:

| Number to be Outpulsed | Specify Line to be Outpulsed |
|------------------------|------------------------------|
|                        |                              |

- **Inbound CallerID (number only)?** ☐ Yes ☐ No

(You must specify Line(s) to be applied below)

|  |
|--|
|  |
|--|

- **Inbound Call Name Delivery?** ☐ Yes ☐ No

Cost \$0.01 per inbound call (You must specify Line(s) to be applied below)

|  |
|--|
|  |
|--|

- **Authorization (account) Codes?** ☐ Yes ☐ No

If yes, are the authorization codes to be applied to Local, Long Distance, International or on all calls?

Attach a list of the Authorization Codes required and specify the numbers to which Authorization Codes are to be applied below.

|  |
|--|
|  |
|--|

- **Voice Mail** ☐ Yes ☐ No

(Note: Call Forward Busy and Call Forward Do Not Answer cannot be configured in conjunction with Voice Mail.)

\$5.00 per box per month.

Is message indicator needed? ☐ Yes ☐ No

Specify Line(s) to be applied below:

|  |
|--|
|  |
|  |

- **Voice Mail Tree** ☐ Yes (\$6.75 per month) ☐ No How many boxes (max. 100) at \$5.00 per box per month.

Specify Line(s) to be applied below:

|  |
|--|
|  |
|  |

- **Call Forward Variable (CFV) for POTS or TDM/E&M OR Ultra Call Forwarding for POTS, TDM or PRI**

Specify Line(s) to be applied below:

|  |
|--|
|  |
|  |

- **Call Forward Busy Line (CFBL). Specify Line and Forward To Number below:**

(Note: Call Forward Busy and Call Forward Do Not Answer cannot be configured in conjunction with Voice Mail.)

|                |                           |
|----------------|---------------------------|
| <b>Number:</b> | <b>Forward to Number:</b> |
|----------------|---------------------------|

- **Call Forward Do Not Answer (CFDA) Number of Rings before forwarding:** (Between 1 and 6)

(Note: Call Forward Busy and Call Forward Do Not Answer cannot be configured in conjunction with Voice Mail.)

|                |                           |
|----------------|---------------------------|
| <b>Number:</b> | <b>Forward to Number:</b> |
|----------------|---------------------------|

- **Special Billing** ☐ Yes (\$10.00 charge per month) ☐ No

A. Subtotaled Billing by Telephone Number- Is the Circuit POTS or PRI? If the Circuit is PRI and the customer needs a Subtotaled Bill, you must supply a list on the numbers to engineering that the customer will be outpulsing from their PBX.

|                                             |                                   |
|---------------------------------------------|-----------------------------------|
| <b>Customer's Technical Contact's Name:</b> | <b>Technical Contact's Phone:</b> |
| <b>Sales Person's Name:</b>                 | <b>Date:</b>                      |

Attachment: MONMOUTH TELECOM CONTRACT (2021-115 : Awarding a contract to Monmouth Telecom for telephone and internet service)

**Tracy Lizardi**

---

**From:** Joe Dellaragione  
**Sent:** Monday, February 1, 2021 10:44 AM  
**To:** Tracy Lizardi  
**Subject:** City of Asbury Park 400Mb TLS 3 yr Contract 1-26-21.pdf  
**Attachments:** City of Asbury Park 400Mb TLS 3 yr Contract 1-26-21.pdf

Hi Tracy –

I would like to propose renewing our contract with Monmouth Telecom for 3-years with a speed increase to 400MB. The proposal is attached.

The speed increase is because we have added significantly to our network in recent months, including adding the Asbury Park Library last week. We also have staff capable of remoteing in from home now which requires more bandwidth.

Although there is a price increase noted on the proposal I have identified several items which can be removed from this bill which will result in a savings of about \$400 per month once this contract is signed, so there should actually be a net DECREASE in monthly cost when all is said and done.

If you have any questions or concerns please feel free to reach out to me.

Thanks,  
Joe

Attachment: MONMOUTH TELECOM CONTRACT (2021-115 : Awarding a contract to Monmouth Telecom for telephone and internet service)



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-116**



## RESOLUTION NO. 2021-116

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

### **APPROVAL OF A GRANT EXTENSION FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE TRANSIT VILLAGE WAYFINDING AND GATEWAY SIGNAGE PROJECT**

**WHEREAS**, the City of Asbury Park was awarded Transit Village Designation by New Jersey Department of Transportation (NJDOT) in 2016; and

**WHEREAS**, the City of Asbury Park applied for and was awarded a Transit Village Grant Program for Wayfinding and Gateway signage for the Transit Village area in 2018; and

**WHEREAS**, the COVID-19 State of Emergency has delayed this project beyond its original grant deadline; and

**WHEREAS**, the City and its project design team have adjusted the project schedule and requested a grant extension from the NJDOT; and

**WHEREAS**, the NJDOT has approved the grant deadline extension request to May 10, 2021 and provided a letter affirming such.

**BE IT FURTHER RESOLVED** that the Mayor and Council of the City of Asbury Park hereby approve the grant extension to May 10, 2021 as identified in writing from the NJDOT.

**BE IT FURTHER RESOLVED** that City Manager and City Clerk are hereby authorized to sign any additional grant agreements on behalf of the City of Asbury Park related to this extension request.

I, MELODY HARTSGROVE, 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. 2021-116 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS 11th DAY OF February, 2021.



MELODY HARTSGROVE  
CITY CLERK



## State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

DIANE GUTIERREZ-SCACCETTI  
*Commissioner*

January 27, 2021

Michael Manzella, Deputy City Manager  
Asbury Park City  
One Municipal Plaza  
Asbury Park, NJ 07712

**RE: Extension of Award Request (2)**  
Asbury Park Wayfinding Signs Project  
City of Asbury Park, Monmouth County  
Transit Village, FY-18

Dear Mr. Manzella:

This office is in receipt of your letter dated January 14, 2021 requesting an additional two-month extension to the previously granted extension with an award deadline of March 8, 2021.

We have reviewed the request. In accordance with the requirements of the Municipal Aid Regulations 16:20B an additional extension of **TWO (2) months is hereby granted until May 10, 2021.**

Please note that, the City must award the contract within the time frame given **and there will be NO further extensions granted.**

Feel free to contact Mr. Tremaine Ward of this office at (609) 963-2005 if you have any questions.

Sincerely,

Deval Desai  
Manager  
Local Aid District 3

Attachment: Transit Village Award Extension NJDOT Response (2) (2021-116 : Transit Village Grant Extension)



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-117**

This contract amendment increases the scope of the NJDOT Transit Village grant funded Citywide Wayfinding Signage project as a result of an extended project schedule. The additional scope of work will be charged to the Transportation Utility budget.



## RESOLUTION NO. 2021-117

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

### **RESOLUTION AMENDING THE CONTRACT WITH ENGENUITY INFRASTRUCTURE LLC FOR DESIGN OF CITYWIDE WAYFINDING SIGNAGE**

**WHEREAS**, the City of Asbury Park received a proposal for design and construction administration of Citywide wayfinding signage from ENGenuity Infrastructure LLC and awarded a contract for said services via Resolution 2020-124; and

**WHEREAS**, the cost approved by Resolution 2020-124 was \$37,000.00; and

**WHEREAS**, Change Order #1 is attached and hereby authorized in the amount of \$23,300.00 for services rendered in conjunction with this Project; and

**WHEREAS**, professional services are exempt from the 20% limitation of change orders as per N.J.A.C. 5:30-11.6(d) and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in Account 1-06-55-502-000-201; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes Changer Order #1 to the contract authorized via Resolution 2020-124 in the amount of \$23,300.00.

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

I, MELODY HARTSGROVE, 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. 2021-117 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS 11th DAY OF February, 2021.

MELODY HARTSGROVE  
CITY CLERK



Engenuity Infrastructure  
 Please note our new address:  
 Galleria – 2 Bridge Ave., Suite 323, Red Bank, NJ 07701  
 engenuitynj.com

January 21, 2021

Attn: Mike Manzella  
 City of Asbury Park  
 Director of Transportation  
 1 Municipal Plaza  
 Asbury Park, New Jersey 07712  
 Sent via mail and email: michael.manzella@cityofasburypark.com

**ID#:** ASPK-00010  
**RE:** Citywide Wayfinding Signage Program

Dear Mike,

Engenuity Infrastructure is kindly requesting the City to consider an amendment to the original contract for additional services rendered that deviate from the original scope of this project.

1. The project had a completion and closeout date of August 31, 2020 as written in the original RFQ. Due to project delays in the initial phases due to COVID, the City requested an extension from NJDOT. Our team was given an award by date of September 7, 2020 from NJDOT. At this time, the project is still in the planning phase and the design team has been granted two (2) extensions from NJDOT; the first to push back the award date by six (6) months to March 8, 2021, and more recently an additional two (2) months to May 8, 2020. This has resulted in a total of eight (8) months of additional effort for this phase of the project. Where this specifically lead to additional services from the original RFQ is as follows:

*“The consultant shall meet with City staff on a monthly basis during the design phase of this project (until the signs are procured) and shall prepare and distribute meeting notes of all meetings.”*

Therefore, the team has eight (8) months of additional meetings for the project.

2. The original scope envisioned the following number of signs:

*“The City has already prepared a draft wayfinding signage plan which identifies historic attractions, performance venues, parks and recreational facilities, government locations, shopping/restaurant districts, and parking and transit destinations and proposes 3 vehicular gateway locations, 7 pedestrian kiosk locations and 38 directional blade locations to be installed as part of this project.”*

The final plans have 13 vehicular gateway locations, 7 pedestrian kiosk locations and 48 directional blade locations plus 10 parking to be installed as part of this project. Each additional location required base-mapping in AutoCAD.





3. The original scope required *“The consultant shall conduct one (1) focus group and/or design charrette with a variety of stakeholders, including, but not limited to members of the municipal staff, the City Council, the Planning Board, the Chamber of Commerce, community and non-profit organizations, as well as private citizens and other interested parties.”* In order to gain consensus multiple stakeholder meetings were conducted plus a public hearing. After the hearing, additional stakeholder meetings were conducted in order to identify a mark that would resonate with the entire community.
4. The development of community wayfinding signage has proven to be a difficult task in generating public consensus in terms of design. It is imperative that the public does embrace the final wayfinding signage design. This task has resulted in various iterations and re-designs of the mark and signage to ensure that the communities voice is heard and incorporated into each design. This also includes the various additional meetings, coordination, and preparation of the community survey that has taken place to ensure that this goal is met.
5. Due to the location of some signage on the boardwalk and in NJDOT right of ways, and due to the size of some of the final sign foundations; it is recommended that structural design of the foundations occur. This will ensure that all contractors bid on the same assumptions for footings. Structural design was excluded from the original scope.

The following summarizes a breakdown of the additional fees requested by the design team to assist with the costs incurred from the challenges and additional scope as listed above:

|                                         |                |
|-----------------------------------------|----------------|
| ENGenuity Infrastructure -              | \$15,000       |
| M-Studio -                              | \$5,000        |
| <u>Structural Design for footings -</u> | <u>\$3,300</u> |
| TOTAL                                   | \$23,300       |

Therefore, we are requesting for your consideration a total additional fee of \$23,300 for the additional work. Thank you for the opportunity to work with the City. Should you have any questions or require any additional information, please do not hesitate to contact me at 732-741-3176.

Sincerely,

 A handwritten signature in blue ink, appearing to read 'Jaclyn J. Flor'.
 

Jaclyn J. Flor, PE, PP, CME  
 President & CEO



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
RESOLUTION SUMMARY

**2021-118**

Subsequent Redeveloper Agreement Amendment to reflect transfer of ownership from AP Triangle LLC to K Hovnanian's Cove at Asbury Park Urban Renewal, LLC for the project known as AP Triangle. The agreement is the same as previously adopted by the Asbury Park Municipal Council except for ownership.



## RESOLUTION NO. 2021-118

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

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT OF THE  
SUBSEQUENT DEVELOPER AGREEMENT BETWEEN THE CITY OF ASBURY  
PARK, ASBURY PARTNERS, LLC AND K HOVNANIAN'S COVE AT ASBURY PARK  
URBAN RENEWAL, LLC TRANSFERRING THE AP TRIANGLE PROJECT,  
LOCATED AT BLOCK 3801, LOTS 1.01, 1.03, AND 1.05 FROM AP TRIANGLE, LLC  
AS SUBSEQUENT DEVELOPER TO K HOVNANIAN, LLC**

WHEREAS, by Resolution of the City Council of Asbury Park adopted February 23, 2020, the Mayor was authorized to execute a Subsequent Developer Agreement with Asbury Partners, as Master Developer, and AP Triangle, LLC (“APT”), as Subsequent Developer; and

WHEREAS, the City, Asbury Partners, as Master Developer (“Master Developer”) and APT entered into that certain Subsequent Developer Agreement dated December 18, 2020 (the “Original Subsequent Developer Agreement”), a full, executed copy of which is on file in the City’s offices at City Hall, and the First Amendment to the Original Subsequent Developer Agreement (“First Amendment”) relating to the development of real property designated on the tax map of the City of Asbury Park (the “Project Site”) as Block 3203, Lots 1-5 and 15-19, and Block 3206, Lots 1-4 a/k/a Block 3801, Lots 1.01, 1.03, 1.04 and 1.05 as shown on the Subdivision Map prepared by Bowman Consulting and filed with the Monmouth County Clerk’s Office on January 19, 2021; and construction of: 48 residential condominium townhomes in three separate buildings to be located on Block 3801, Lots 1.01, 1.03 and 1.05 (hereinafter collectively referred to as the “Development Lots”) and the creation of landscaped public open space upon Block 3801, Lot 1.04 (hereinafter referred to as the “Public Open Space Lot”) which Lots have all been deemed to be in need of redevelopment (the Development Lots )is referred to as the “Project”); and

WHEREAS, APT has entered into a Purchase and Sale Agreement with K Hovnanian’s Cove at Asbury Park Urban Renewal, LLC whereby APT will transfer its interests in the Development Lots for the Project to K Hovnanian’s Cove at Asbury Park Urban Renewal, LLC , which transaction is currently scheduled to close on or before February 28, 2021; and

WHEREAS, APT will retain all rights and obligations for the Public Open Space Lot of the Project in connection with the creation of a landscaped public open space; and

WHEREAS, Block 3801, Lot 1.04 as shown on the filed Subdivision Map is being retained by APT for future development and is not part of the Project; and

WHEREAS APT wishes to Transfer (a term as defined in the Original Subsequent Developer Agreement) to K Hovnanian its rights and in and obligations under the Original Subsequent Developer Agreement and the Project Site pursuant to Section 5.03 of the Original Subsequent Developer Agreement for the Development Lots of the Project, and K Hovnanian, as transferee, expressly agrees to assume the rights and obligations of APT under the Original Subsequent Developer Agreement and the First Amendment for the Development Lots of the Project; and

WHEREAS, K Hovnanian has submitted to the City and to the Master Developer a Subsequent Developer Application, which is on file on file in the City's offices at City Hall, and which the City has reviewed in connection with the request for the City's Consent to Transfer ownership of from APT to K Hovnanian; and

WHEREAS, the City and Master Developer find, based on the Subsequent Developer Application, that K Hovnanian's Cove at Asbury Park Urban Renewal, LLC possesses the qualifications and financial capability necessary and adequate to complete its portion of the Project under the Original Subsequent Developer Agreement, as amended, and that the Transfer from APT K Hovnanian's Cove at Asbury Park Urban Renewal, LLC will not result in a delay of the ultimate completion of the Project, as required by the Original Subsequent Developer Agreement, as amended; and

WHEREAS, the City and Master Developer wish to grant Consent to the instant Transfer from APT to K Hovnanian of the Development Lots for the Project; and

WHEREAS, the City, Master Developer, APT and K Hovnanian also wish to further amend the Subsequent Developer Agreement as set in Consent to Transfer and Amendment to the Subsequent Developer Agreement (this "Amendment"), which is annexed hereto as Exhibit B.

NOW, THEREFORE, it is hereby resolved by the City of Asbury Park as follows:

1. The Mayor authorized and directed to execute an Amendment of the Subsequent Developer Agreement with AP Triangle, LLC and K Hovnanian's Cove at Asbury Park Urban Renewal, LLC in substantially the form attached hereto as Exhibit B.
2. Staff and Consultants are hereby authorized and directed to take all actions as shall be deemed necessary or desirable to implement this Resolution.

3. This Resolution is conditioned upon the completion of the Closing of the purchase and sale transaction between APT and K Hovnanian and further shall be effective only upon the full payment by APT of all payments due to the City by AP Triangle, LLC , including but not limited to costs which are incurred by the City in connection with the negotiation and preparation of the Amendment to the Subsequent Developer Agreement, if any.

I, MELODY HARTSGROVE, 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. 2021-118 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE  
CITY CLERK

**Exhibit A**

**Subsequent Developer Application**

**Exhibit B**

**Amendment of the Subsequent Developer Agreement**



# Waterfront Redevelopment Area

## Application for Designation

### as Subsequent Developer

K. Hovnanian's Cove at Asbury Park Urban Renewal, L.L.C.  
Name of Applicant

110 Fieldcrest Ave., Edison, NJ 08837  
Address of Applicant

311-343 Cookman Ave., Asbury Park, NJ 07712  
311-321 Sewall Ave., Asbury Park, NJ 07712  
311-320 Asbury Ave., Asbury Park, NJ 07712  
Address of Project Site

Block 3203, Lots 1-4, P/O Lots 5 & 15, 16-19  
Block 3206, Lots 1-3, P/O Lot 4  
Block Lot(s)

**Overview of Application Contents:**

- Section I - General instructions regarding the completion of the application
- Section II - Identification of the applicant
- Section III - Detailed description of the Project
- Signature by the applicant
- Exhibits

**I. Instructions:**

**Please complete this application in its entirety and attach all required supporting documentation. Incomplete applications will be returned and may significantly delay the approval process or cause the application to be denied. Applications must be accompanied by an escrow fee in the amount of \$10,000 which shall be payable to and held by the City of Asbury Park, to be drawn upon to defray the costs of professional review of the application by the party to whom the application is submitted. Any escrow fees remaining on deposit at the time of designation of the Subsequent Developer or other conclusion of the review process shall be returned to the applicant. A W-9 form signed by the applicant must accompany the escrow deposit.**

One hard copy and electronic copy of completed applications should be submitted to:

**Asbury Partners, LLC – c/o iStar  
1114 Avenue of the Americas  
New York, NY 10036  
Attn: Brian A. Cheripka, Senior Vice President  
(732) 774-1143**

If you have any questions regarding the application or the approval process, please contact:

**Asbury Partners, LLC – c/o iStar  
1114 Avenue of the Americas  
New York, NY 10036  
Attn: Brian A. Cheripka, Senior Vice President  
(732) 774-1143**

or

**Donna Vieiro, City Manager  
City of Asbury Park  
One Municipal Plaza  
Asbury Park, NJ 07701  
(732) 502-5755**

**II. Developer Identification:****A. Name of Applicant:****K. Hovnanian's Cove at Asbury Park Urban Renewal, L.L.C.****B. Principal Address:****110 Fieldcrest Avenue, Edison, NJ 08837****C. Type of Entity (check one)**

☐ Corporation ☒ LLC ☐ LLP ☐ Partnership ☐ Non-Profit  
☐ Other (please specify)

**D. Contact Information****1.) Name of Primary Contact:** Carl W. Erler, Area Counsel**2.) Contact Numbers:****a. Phone:** (732) 623-6758**b. Fax:** (732) 623-6705**c. Email:** [cerler@khov.com](mailto:cerler@khov.com)**E. Name and Address of Statutory Agent:**

Please list the name and address of the entity upon whom a legal process can be served:

**K. Hovnanian Holdings NJ, L.L.C.**  
**90 Matawan Road, 5<sup>th</sup> Floor**  
**Matawan, NJ 07747**

**Note:** An Urban Renewal Entity will have to be formed for the eventual redevelopment.

**F. Federal Tax Identification Number:****02-0651173**

**G. Development Experience:**

Please submit evidence of applicant's experience in the field of real estate, development and construction, listing any/all projects where the principal(s) of the applicant were also principal(s) or contractors. Responses should include: (1) project name, (2) project location, (3) a brief narrative description of the project, including project size, type (e.g., residential or commercial) and nature (e.g., for sale or rental), (4) project cost, (5) sources of funding, including identity of lenders for the referenced project, and (6) a description of the applicant's role in the project. The applicant should provide sufficient information to evidence the applicant's ability and experience to undertake the project proposed herein.

Please provide the necessary information as Exhibit 1 of this application.

**H. Disclosure of Ownership:**

Please submit a list of the names and addresses of all principals who own more than 10% of any class of stock, or 10% or more of the total stock (if a corporation), or 10% or more of the partnership. In addition, if the Developer has, as one or more of its owners, a corporation or partnership, the ownership of those entities must be similarly disclosed, and that process shall continue down the entire chain of ownership until the names and addresses of every unincorporated stockholder and/or individual partner is disclosed.

Please provide the necessary information as Exhibit 2 of this application.

**I. Certificates of Incorporation and Approval:**

Please provide a copy of the certificate of incorporation or formation of the applicant filed with the State of New Jersey. Attach the certificate as Exhibit 3 of this application. If organized as an urban renewal entity, please also include a copy of the certificate of approval of the urban renewal entity issued by the State of New Jersey Department of Community Affairs.

**J. Authorization to Submit Application:**

Please provide a certified copy of a company resolution authorizing submission of the application as Exhibit 4 of this application.

### **III. Project Description:**

#### **A. Applicant's Ownership Interest in the Project Site:**

☐ Conventional (Fee Simple)    ☒ Contract Purchaser    ☐ Other (specify)

Applicant is a wholly-owned company affiliate of Contract Purchaser. The contract will be assigned to a wholly-owned urban renewal entity (or entities) of which Applicant is an affiliated company.

Note: If the Project Site is not owned by the applicant, the written consent of the record owner is required. Please attach as Exhibit 5.

#### **B. Project Type (Please check all that apply):**

☒ Residential    ☐ Retail    ☐ Office    ☐ Hotel    ☐ Restaurant  
☐ Service    ☐ Entertainment    ☐ Recreation

☐ Other (Specify): \_\_\_\_\_

If the project involves more than one type of usage, indicate the percentage that each usage bears to the overall project measured using square feet of gross area:

☒ 100 % Residential    ☐ % Retail    ☐ % Office    ☐ % Hotel    ☐ % Restaurant  
☐ % Service    ☐ % Other (Specify): \_\_\_\_\_

#### **C. Marketing Expectation:**

☒ For Sale    ☐ For Lease    ☐ Both

#### **D. Project Location:**

1. Provide all of the street addresses by which the project site is currently known:

A portion of the triangle block bounded by Cookman Avenue, Heck Street and Asbury Avenue, between 311 and 343 Cookman Avenue.

2. Provide all tax lots that comprise the project site. Designate lots as they appear on the official tax maps of the City as of the date of this application (i.e. prior to any subdivision associated with the project):

Block 3203, Lots 1-4, P/O 5 & 15, 16-19  
 Block 3206, Lots 1-3, P/O Lot 4

### 3. Metes and Bounds Description/Survey:

Please attach a metes and bounds description and survey of the project site as Exhibit 6 of this application. If not yet been completed, a plotting on the official tax map may be provided at this time.

Please see attached survey, and metes and bounds description.

### E. Deed or Lease Agreement:

Please attach a copy of the deed or lease agreement for the property as Exhibit 7 of this application confirming that the project is under the control of the applicant.

Please note that the deeds reference ownership in the name of Madison Wesley Lake Three LLC which changed its name to "AP Triangle LLC" in or about August 13, 2012. Applicant K. Hovnanian Holdings NJ, L.L.C. is the Contract Purchaser of the Property from AP Triangle LLC.

### F. Narrative Description of Project:

Provide a brief narrative description of the project, including the height and bulk of proposed improvements, type of construction materials to be used and expected square foot area of each proposed use. Indicate the number and type of each unit to be constructed as part of the project and whether the project will be restricted to any group or groups on the basis of age or income. Include maps, renderings, floor plans and other graphic materials if available. Indicate whether variances or waivers from the requirements of the Waterfront Redevelopment Plan will be required or sought. If so, specify the applicable requirements of the Waterfront Redevelopment Plan, the nature of the variance or exception, and the reason for the relief proposed to be sought. Attach these descriptions as Exhibit 8 of this application.

### G. Current Conditions:

1. Provide a brief description of any improvements that are in place currently on the project site and indicate which if any are expected to be reused as part of the project. Please also provide photos of the exterior and interior of the improvements. Attach these items as Exhibit 9 of the application.
2. Provide a list of the current tax assessment (by land, improvements, and total) and annual property taxes for each lot included within the project site. For multiple lots, please provide a total tax assessment (by land, improvements, and total) and total property taxes due for the entire project site. Attach these items at Exhibit 10 to this application.



Are all municipal fees and charges currently levied against each lot, including real estate taxes, special assessments, water charges, sewer charges, permit and license fees, current?

X Yes    \_\_\_ No    If no, please explain: \_\_\_\_\_.

3. Provide a list showing the current status of all municipal fees and charges which are currently levied against each lot located within the project site, including, without limitation water charges, sewer charges, permit or license fees, fines and/or penalties. Attach these items at Exhibit 10.
4. Provide letters from the City's Zoning, Building, and Code departments indicating that there are no outstanding summonses with respect to the project site. Provide a tax clearance certificate from the City's Tax Collector. Please attach these items at Exhibit 11 to this application.

#### **H. Proposed Project Professionals**

Provide the names and business addresses for any attorney, architect, engineer or planner who will provide professional services in connection with the project. Please attach these items at Exhibit 12 to this application.

#### **I. Project Cost Estimates**

1. Provide a detailed cost breakdown for the project, including both hard and soft costs. The estimate should be certified by a licensed architect or engineer. Attach the completed estimate for the entire Project, with the required certification, as Exhibit 13 of this application.
2. For each type of unit to be included within the Project, provide an estimate of the total unit cost for that unit. This may be provided at a summary level, not at the level set forth for the estimate required by section I.1 above. The estimate should also be certified by a licensed architect or engineer. Attach the completed unit estimates, with the required certification, as Exhibit 14 of this application.

#### **J. Project Pro-Forma:**

Provide a detailed projection of the estimated revenues and expenses for the project. The projections for all rental projects and for the rental component of mixed-use projects should cover a thirty year period. Pro-formas involving the sale of units should be for the period expected to be needed to complete all sales activity. Applicants proposing for-sale residential projects must attach good faith estimates of the sales prices for each type of unit in a bona fide, arms length transaction. Please attach these items at Exhibit 15 of this application.

#### **K. Project Financing Plan:**

1. Provide a detailed explanation of the expected method by which the project will be financed, indicating the amount of equity to be contributed and its source, all public loans and/or grants that

are to be used and all private sources of capital. Attach this explanation as Exhibit 16 of this application.

**Private Financing Commitments:** Provide certified copies of any and all letters from public or private sources of capital indicating an interest, intention and/or commitment to make funds available for the project. Attach these letters as Exhibit 17 of this application.

**L. Project Schedule:**

Attach a detailed schedule of the key milestone dates in the approval, construction and leasing or sale of the project as Exhibit 18 of this application.

**M. Statement of Project Benefits:**

Provide a detailed description of the public benefits that would result from the project.

1. **Employment:** (i) provide a projection of the number and type of construction jobs to be created; (ii) provide a projection of the number and type of permanent jobs to be created, including an estimated pay scale; (iii) describe the steps that the applicant will take to make temporary and permanent job opportunities available to municipal residents, including but not limited to hiring fairs, advertisements, and participation in programs sponsored by governmental or non-profit entities; and (iv) estimate the number of positions that are expected to be filled with municipal residents.
2. **Environmental:** please describe any environmental remediation that will occur at the property.
3. **Municipal revenue:** provide a projection of municipal revenue to be generated by the project through the payment of taxes, payments in lieu of taxes, special assessments, water and sewer fees and any other municipal payments.
4. **Other:** please describe any other public benefits that would result from the project.

Please attach these items at Exhibit 19 to this application.

**Signatures**

By my signature below, I hereby submit this application on behalf of the applicant named herein. I certify that all of the information contained herein, including, but not limited to the information contained in the Exhibits attached hereto, is true and accurate to the best of my knowledge and belief. I am aware that if any of the information provided is willfully false, that I am, subject to prosecution.

For the Applicant:  
K. Hovnanian's Cove at Asbury Park Urban  
Renewal, L.L.C.

\_\_\_\_\_  
Name: Carl W. Erler  
Title: Division Counsel

\_\_\_\_\_  
Date

Sworn to and subscribed before me:

\_\_\_\_\_  
Notary Public

**EXHIBITS**

The following is a check-list of required exhibits that must be attached to the application and are hereby incorporated as it sets forth at length in the application:

| <b><u>Exhibit #</u></b> | <b><u>Description</u></b>                                                 | <b><u>Included?</u></b> |
|-------------------------|---------------------------------------------------------------------------|-------------------------|
| 1                       | Development Experience                                                    | <u>Yes</u>              |
| 2                       | Disclosure of Ownership                                                   | <u>Yes</u>              |
| 3                       | Formation Documents                                                       | <u>Yes</u>              |
| 4                       | Resolution Authorizing Submission of Application                          | <u>Yes</u>              |
| 5                       | Property Owner Consent                                                    | <u>Yes</u>              |
| 6                       | Metes and Bounds Description/Survey                                       | <u>Yes</u>              |
| 7                       | Copy of Deed or Lease Agreement                                           | <u>Yes</u>              |
| 8                       | Narrative Description of Project including zoning analysis                | <u>Yes</u>              |
| 9                       | Current Conditions                                                        | <u>Yes</u>              |
| 10                      | Current Assessments, Taxes, and Municipal Charges                         | <u>Yes</u>              |
| 11                      | Tax Clearance Certificate; Letters from Zoning, Building, Code            | <u>Yes</u>              |
| 12                      | Project Professionals                                                     | <u>Yes</u>              |
| 13                      | Total Project Cost Estimate (as certified by Architect or Engineer)       | <u>Yes</u>              |
| 14                      | Cost Estimates for Each Unit Type (as certified by Architect or Engineer) | <u>Yes</u>              |
| 15                      | Project Pro-Forma                                                         | <u>Yes</u>              |
| 16                      | Project Financing Plan                                                    | <u>Yes</u>              |
| 17                      | Private Financing Commitments                                             | <u>Yes</u>              |
| 18                      | Project Schedule                                                          | <u>Yes</u>              |
| 19                      | Summary of Project Benefits                                               | <u>Yes</u>              |

# **EXHIBIT 1:**

## **Development Experience**

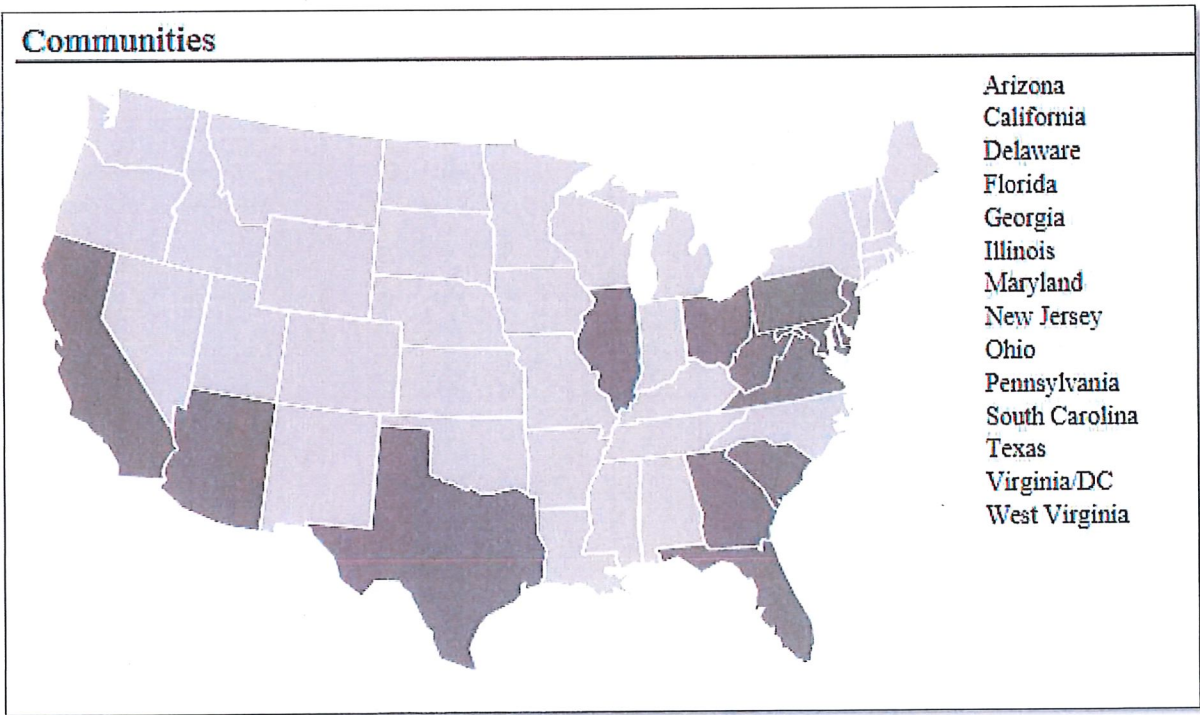
**Exhibit 1: Development Experience**

**I. CORPORATE ENTITY**

The Applicant entity is K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC, an indirect wholly owned subsidiary of our parent company, Hovnanian Enterprises, Inc., a publicly traded corporation on the New York Stock Exchange (NYSE). K. Hovnanian Holdings, NJ, LLC another indirect wholly owned subsidiary of our parent company, Hovnanian Enterprises, Inc., will act as the contract entity for any acquisition in relation to the Waterfront Redevelopment Area and prior to closing on the property will assign the contract to K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC which will act as the owner of the parcel at a closing, and thereafter. Additionally, the name “K. Hovnanian Homes” is a brand name used by our company in various marketing, public relations and other related materials, including this Subsequent Developer Application (SDA) submission.

**II. FINANCIAL CAPACITY**

Hovnanian Enterprises ranks among the top publicly-traded homebuilders in the nation, with its headquarters in Matawan, NJ. The company (in its 60<sup>th</sup> year of operation) designs, constructs and markets a variety of for-sale housing in more than 153 residential communities in 14 states. Hovnanian Enterprises, through its subsidiaries, delivered 4,847 homes during our 2018 fiscal year, representing \$2.0 billion in revenues, which included single-family, multi-family townhomes and condominiums in townhouse, mid-rise and high-rise building designs.





A copy of the company's FORM-10Q Report, which includes an audited financial statement (and consolidated balance sheets) as of October 31, 2019 can be found on the company's website at: <http://www.khov.com/investor-relations>

Most K. Hovnanian properties are acquired and constructed using company funds with access to internal cash based on capital raised through our public bonds. There have been circumstances, however, when external sources of funds are pursued through outside bank financing which can prove to be useful depending on the structure of the acquisition, scale of the development and build-out of the community.

### III. COMMITMENT TO CIVIC ENGAGEMENT

Twenty-five years ago, it was rare to hear the real estate industry or municipal officials talk much about redevelopment or repurposing distressed real estate assets. Significant emphasis remained in growing suburban markets and in rural parts of New Jersey. Today however, with demographic and household formation shifts and a renewed focus on proximity to jobs, shopping and a range of amenities, homebuyers have shown a keen interest in settling in more mature, developed areas, like the City of Asbury Park.

For those few builders, like Hovnanian, who never lost sight of the value of the state's developed municipalities; this trend came as no surprise. Long before anyone coined the term "brownfields" or "stranded assets" our company was partnering with New Jersey towns to convert abandoned and underutilized properties into beautiful, tax-generating residential neighborhoods. Later came more complex mixed-use opportunities that broadened our experience in designing and executing successful mixed-use developments. Beyond our initial urban redevelopment efforts, Hovnanian has expanded its view of these opportunities to include smaller to mid-scaled redevelopment or infill projects, often in towns or small cities (like Asbury Park), exurban areas and even some suburban markets. The company has shown great flexibility in adapting to different markets, product type and land development constraints in successfully pursuing rezoning and redevelopment opportunities.

It is rare that these types of opportunities come without the need for significant cooperation and/or partnerships with municipal officials, as well as local residents. Depending on how well-thought out the redevelopment plan is for a particular area, a substantial amount of public interaction and local input is critical for community acceptance. Hovnanian, and its team of in-house as well as hired professionals, has participated in numerous collaborations to establish the ground-rules and redevelopment objectives prior finalizing building designs and seeking regulatory entitlements. While dated, we have fostered close working relationships with many towns and cities to achieve productive real estate outcomes, including places like: West New York; Morristown; Jersey City; and the City of Newark.

More recent engagements of this type have been forged with municipalities, as summarized in some selected for sale, residential projects below:



### A. Canal Crossing (South Bound Brook, NJ)

At a project cost of approx. \$44M, this 11.5 acre redevelopment site involved the demolition and remediation of the former GAF Factory site, which was the subject of significant public interest due to its abandoned condition (for more than 20 years) and proximity directly across from Town Hall on Main Street. A first attempt at preparing a redevelopment plan for the property in the late 1990's led to the designation of a redeveloper who failed to deliver on what was promised -- and what the Borough expected. Our company was asked to examine the property to: (1) determine the highest & best use for the redevelopment of the site based on current market conditions; and (2) draw conclusions about the rather ominous conditions surrounding the property's cleanup due to major, long-standing environmental contamination.



We assembled a team of expert professionals and thoroughly analyzed all of the variables involved in advancing the demolition, cleanup, infrastructure, land development, design and marketing of the site, which represented nearly 10% of the town's land-mass. We requested that the town assemble its professionals and re-engage the public to listen to an explanation of how our new plans for the property could successfully address the short-comings of the prior redeveloper, and bring to market 152 new multi-family condominium townhomes plus 23,500 square feet of retail



space along Main Street. We worked closely with the municipality, and members of the public (through an advisory task force process) to refine revitalization objectives for the area, setting forth the criteria for an amended Redevelopment Plan. Once this was agreed upon, our company worked with the town's planner to revise the Redevelopment Plan to accommodate the new design. In the end, not only was the development a success, but the unique partnership with the town (in particular then Mayor Jo-Anne Schubert) created a working relationship that together overcame several formidable regulatory

impediments. At the ground-breaking ceremony for the project, the Mayor complimented our company by saying *"Your success, is our success"*. As the redevelopment of the property and associated public improvements became a reality, no truer words were spoken about the close partnership that formed between our group and the town. Today, the completed project has resulted in a substantial boost to the local economy, adding 152 new households to the downtown, two new retail businesses, a public park and town square, 1600 linear feet of new public access (pathway) alongside the D&R Canal and a renovated pedestrian bridge across the canal to the tow-path (which also involved an expanded partnership with Elizabethtown Water Company).

### B. Beachfront North (City of Long Branch, NJ)



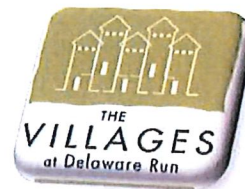
At a project cost of approx. \$23M and with funding from Valley National Bank, an impressive oceanfront setting created the back-drop for the first new residential housing in the City of Long Branch's "Oceanfront Redevelopment Zone" in early 2000's. The controlling redeveloper (Applied Development Company, now known as Ironstate) called on the K. Hovnanian affiliate, Matzel & Mumford to partner with them and assess the viability of the market in that location for 'for-sale' housing instead of rental apartments. Our company provided expert market advice to Applied (and the City) in support of an adjustment in the approved plans for Beachfront North, allowing all buildings to offer for-sale housing, while the nearby Pier Village section (also controlled by Applied) of the City's oceanfront became the focus of retail as well as rental housing investments. A modification was made to the Redevelopment Plan, following public comment and local approval. This then led to the presentation of revised Site Plans to accommodate the adjusted uses, using both 3-story townhomes and several multi-story condominium structures (4-story), over parking.



Hovnanian worked closely with Applied to acquire and assemble exactly 100 parcels in partnership with the City transforming 21 underutilized acres into nearly 300 seashore townhomes and condominiums, along with recreational facilities and a signature 'clock-tower' as the development's centerpiece. In addition, plans included a new oceanfront City park, open-air theater and restrooms constructed as a public amenity and gathering place for the benefit of local residents and summer visitors, as well as for special events. This plan also required close coordination with two existing businesses for access, compatibility and common signage. This included the Promenade Beach Club and Rooney's Oceanfront Restaurant -- both of which continued to operate without interruption throughout the Beachfront North construction process, despite major infrastructure upgrades and new access roadways.

### C. Delaware Run (City of Trenton, NJ)

At a project cost of approx. \$24M, partnering with the City of Trenton and the New Jersey Housing Mortgage and Finance Agency, K. Hovnanian created an 84-home community of townhomes where vacant contaminated lots and previously abandoned industrial plant (Champale Brewery) once stood. Our company entered a Redevelopment Agreement in 2005 with the City of Trenton for the redevelopment of the property known as the Champale Redevelopment site. The challenge was to develop a site plan that respected the adjacent uses and neighboring homes on three surrounding streets, included needed affordable housing units, and produced a marketable redevelopment plan. The plan had to respect and relate to the adjacent Riverfront Promenade & Waterfront Park, constructed over a portion of State Highway Route 29. Plus, the City required an affordable housing set-aside of 15% of the homes for low & moderate income households.



Other objectives included: (1) remediating a long-standing contaminated site; (2) providing revenues for the City through the private purchase of the City-owned property and property tax in lieu payments; (3) potential for river views from townhomes facing Lamberton Street; (4) creating public open space in the form of a "pocket park" directly opposite the waterfront park entrance and inviting pedestrian flow to the park; (5) preserving and



restoring the historic Delaware Inn; and (6) implementation of an urban design that follows existing residential setbacks and character in the surrounding neighborhood.

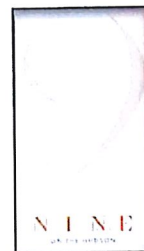
This initiative involved close coordination with the City of Trenton and its Department of Housing & Economic Development, so that the redevelopment plan worked for all concerned. Hovnanian had to acquire several City-owned properties to “round-out” the redevelopment area enabling us to design the best layout for the site. One of the part of the site contained the historic *Delaware Inn*, which our company resubdivided, creating its own lot and dedicating this landmark back to the City. It consisted of approximately 0.16 acres to remain undeveloped, preserving the former structure for future public use. The completed development also included the construction of a City “pocket park” of about 5,000 square feet at the corner of Lalor and Lamberton Streets.

One other significant partner was the NJ Housing Mortgage and Finance Agency, which provided expert guidance and assistance in establishing a successful pathway for financing needed to assist with project construction and the delivery of affordable housing as part of the redevelopment initiative. Use of a limited PILOT program (from the City) along with NJHMFA “CHOICE” financing for development of the site and for buyer mortgage assistance, combined to make this project successful. Additional assistance came in the form of HDSRF funding from the NJDEP, through the City, for environmental investigation work.

Lastly, there was a conscious effort to reach out to the local community, through the City Councilperson who represented this part of town – assisting in several meetings with neighbor organizations. These discussions introduced our company and the proposed plans to the neighbors, and sought their input as to their most important issues or concerns. Throughout the planning, approval and site construction process, we kept the groups informed which helped make the new addition to their neighborhood positive and relatively seamless.

#### **D. Port Imperial (West New York)**

At a project cost of approx. \$284M and with funding from AIG, we are currently constructing on another parcel, now called *Nine on the Hudson* which is well underway to producing a 278 unit, 13-story luxury residential condominium building. Views of the NYC skyline are abundant, along with a magnificent lobby and concierge services. World-class amenities include a nearly ¾ acre amenity space including a 2-story fitness center, virtual golf simulator, outdoor fire pits, infinity pool and hot tub. Homeowners will be able to walk to the ferry (Midtown 9 minutes away), explore Hoboken on the Light Rail and enjoy easy access to nearby grocery stores, coffee shops and great restaurants. Currently, we have more than 139 homes sold.



#### **E. Commerce Center (North Brunswick Township)**

This mixed-use site along U.S. Highway 1 comprised a large-scale planned development of commercial, office and residential uses that resulted in two multi-family communities for K. Hovnanian, namely the 980-unit **Governor's Pointe** and 108 townhome **Hartland Square** developments. Hartland Square had a total project cost of approx. \$31M.





#### F. South Grand (City of Asbury Park)

At a project cost of approx. \$15M and with funding from Amboy Bank, this 28 condominium townhome project was a joint redevelopment effort completed in 2016 by an affiliate of the City's Master Developer and K. Hovnanian at Asbury Park Urban Renewal, LLC. Located at the intersection of Grand Avenue, Sewall Avenue and Monroe Street, this community entailed the environmental remediation of historic fill and obtaining a restricted Response Action Outcome from a NJ Licensed Site Remediation Professional as part of the redevelopment. Each townhome consisted of either 4 stories or 3 stories with a mezzanine level. The large rooftop decks over the spacious townhomes (ranging from approx. 2237 to 2840 sq. ft.) offered residents the ability to enjoy an active indoor/outdoor lifestyle and to take full advantage of the water views and breezes afforded by the community's proximity to Wesley Lake and the Atlantic.

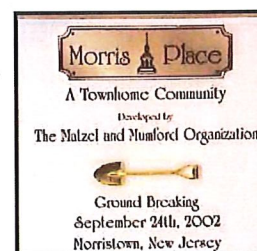


#### G. Morris Place (Morristown)

At a project cost of approx. \$23M, redevelopment of this 5.3 acre site presented many challenges for its successful re-use. The property was a long-vacant elementary school building owned by the Morris School District, to which the Town of Morristown owned reverter rights (roughly one quarter). The school building was obsolete, needing asbestos abatement, and had deteriorated since last being used in the mid-1980s. It was also an odd-shaped parcel of land, tucked up against Interstate I-287 on one side, and a ramp to the highway on another. Located a stone's throw from Washington's Headquarters in Morristown National Park, the property adjoined residential neighborhoods at the edge of the central business district.



Through a cooperative process with the town, and based on public input from the School Board and Historical Society, we successfully designed a 76 unit 3-story townhouse condominium community that obtained all approvals in less than 18 months. The Morris Place site was situated within a designated "regional center" and within a 5-minute walk to the Transit Village (train station). The site was already served by water and sewer, and made use of existing roadways. However, these facilities were enhanced by the project, by reconfiguring the adjacent street within the existing right-way to allow traffic in both directions rather than one, and by enlarging a sanitary sewer line that traversed the property, and replacing a storm sewer line.





#### H. Residences at Columbia Park (Morris Township)

This cooperative venture with Vision Real Estate Partners takes place on the former Honeywell Corporate campus in Morris Township. It is being implemented cooperatively with the Township, and involves a developer partner that participates in the retention of some existing office uses. The current (now former) Honeywell Campus included a total of nearly 900,000 s.f. of office space. Through the adoption of new mixed-use zoning for the property, the Township approved 235 new townhomes being constructed on three portions of the campus which requires the demolition of some structures. On-site recreation includes a clubhouse and outdoor pool, with walking trails throughout the former Honeywell Campus. Ten percent of the townhomes will be made available for low/moderate income buyers.



The office portion of the tract will preserve 185,000 s.f. of existing space, and result in the construction of up to 715,000 s.f. of new office/laboratory facilities. This initiative will result in less traffic impacts, has access to a nearby rail station, reserves a minimum of 10% of the open space for community use, while maintaining and supplementing tax ratables for the Township. The net result is an annual positive fiscal surplus of \$1.5 Million/year. We secured Township Planning Board approval for 235 townhomes and the balance of all required entitlements by late 2016. Hovnanian closed on the land in February 2017, and commenced site development work immediately. Initial sales have been very strong (nearly 100 contracts in less than one year), with the majority of buyers being of the move-down variety. Total expected development value: \$183 Million+/-.

#### I. Hilltop at Cedar Grove

This major redevelopment opportunity signaled the end of obsolete Essex County institutions, as this Cedar Grove Township property was the former Essex County Psychiatric Center (Overbrook Hospital). The property was designated as an "area in need of redevelopment", but the original redevelopment plan had become outdated by the time the hospital was vacated. K. Hovnanian worked with the Township and Essex County officials to develop a plan acceptable to both. The updated Redevelopment Plan for this property in Cedar Grove was one (major) part of the entire redevelopment area that spanned four towns. The Township agreed to substitute a previous CCRC use in favor of an inclusionary townhome development with 460 total homes (including 90 affordable homes) on 61 acres and the preservation of over 70 acres of open space.

Three different types of townhomes are being offered, including age-targeted master-down product. The entitlement process has been completed, and significant demolition is nearing completion. In all, the company is responsible for the demolition and removal of 18 buildings representing more than 700,000 s.f. of space, costing in excess of \$16 Million. New home construction will commence later this summer, with sales beginning September 2018. Total expected development value: \$237 Million+/-.





**J. Oaks at Cranbury (North Brunswick)**

This 188 townhome development in South Brunswick Township came by way of an acquisition from Toll Brothers and Matrix Development Group. While sellers had secured all development approvals, some minor refinements were made to the plans including adjustments to the site plan for the clubhouse and recreation amenities. Site construction began in 2014, which included off-sites for a major Township sewer pump station, and some state highway improvement to Route 130. With strong sales for this traditional 2-story townhome product, the community was sold-out by 2016, and construction of all homes is now complete. Total development value: \$98 Million+/-.

**K. Four Ponds at Lincroft**

This community includes 228 multi-family townhomes on a former office park site in Middletown Township, NJ. It was acquired three years ago. Four Ponds offers three different townhouse styles to hit several price points, ranging from \$500,000 to 714,000 which, on the upper end, includes a 3,370 s.f. 'master-down' townhome. There is a modest-sized clubhouse with fitness center, outdoor pool, patio overlooking pool with a fireplace, and tot-lot play area. There is also an extensive walking/jogging trail network around and through parts of the development. Total expected development value: \$132 Million+/- with financing by Amboy Bank.

**L. Montgomery Ridge**

This Montgomery Township community, located just west of Route 206 along Orchard Road, was acquired in February 2014 and constructed along with an affordable housing partner developer, Ingberman Group (Collingswood, NJ). Our company installed site improvements for the entire tract to accommodate construction of 112 two-story townhomes, including the land that supported the affordable buildings. Concurrent with the development of the market-rate housing by our company, Ingberman constructed the two 20-unit rental buildings along the main entrance road and quickly found qualified occupants for the 40 family rentals. Our sales were strong, especially in light of the competitive pricing for new townhomes in a very sought after municipality. The community was sold-out by January 2017 and all homes were completed as of July 2017. Total development value: \$60 Million+/- with financing by Investors Bank.

**IV. REFERENCES****Public Agency:**

- (a) Jo-Anne Schubert (former Mayor, **Borough of South Bound Brook**)

c/o ALPINE Business Systems, Inc.  
 1661 Route 22 West, Suite 104  
 Bound Brook, NJ 08805  
 908-707-9696 (Office)  
[jschubert@alpinebiz.com](mailto:jschubert@alpinebiz.com)

- (b) Kevin Hayes Sr., (Former Business Administrator)  
 Fire Bureau Director & Code Official  
**City of Long Branch**  
 344 Broadway, Long Branch, NJ, 07740  
 732-571-5645  
[khayes@longbranch.org](mailto:khayes@longbranch.org)
- (c) Jamie Cryan, (Former Administrator Town of West New York)  
 Administrator  
**Township of Cranford**  
 8 Springfield Avenue  
 Cranford, New Jersey 07016  
 (908) 709-7205  
[Administration@cranfordnj.org](mailto:Administration@cranfordnj.org)
- (d) Timothy Quinn, Administrator  
**Township of Morris**  
 50 Woodland Ave., P.O. Box 7603  
 Convent Station, NJ 07961-7603  
 (973) 326-7360  
[Administration@morristwp.com](mailto:Administration@morristwp.com)
- (e) Tom Tucci, Manager  
**Township of Cedar Grove**  
 525 Pompton Avenue  
 Cedar Grove, NJ 07009  
 973-239-1410 (x 201)  
[townmanager@cedargrovenj.org](mailto:townmanager@cedargrovenj.org)

**Financial/Investor/Lender:**

- (a) Chris Coiley, Senior V.P.  
**Valley National Bank**  
 1455 Valley Road, 2/F  
 Wayne, NJ 07470  
 973-305-8800  
[ccoiley@valleynationalbank.com](mailto:ccoiley@valleynationalbank.com)
- (b) Ed McDowell, Managing Director  
**GTIS Partners**  
 787 Seventh Avenue, 50th Fl

New York, NY 10019  
 212-220-5200  
[emcdowell@gtispartners.com](mailto:emcdowell@gtispartners.com)

- (c) Michael Whalen, V.P.  
**Investors Bank**  
 101 JFK Parkway  
 Short Hills, NJ 07078  
 973-924-2936  
 917-322-8961  
[mwhalen@myinvestorsbank.com](mailto:mwhalen@myinvestorsbank.com)
- 
- (d) Phil Fischer or Ben Torcivia, Jr.  
**Torcon Construction**  
 328 Newman Springs Rd, # 5  
 Red Bank, NJ 07701  
 732-704-9800  
[pfischer@torcon.com](mailto:pfischer@torcon.com)  
[btorcivia@torcon.com](mailto:btorcivia@torcon.com)
- (e) Jamie Herring (Seller: Montgomery Ridge)  
 Herring Properties  
 23 Orchard Road  
 Skillman, NJ 08558  
 908-874-5400  
[JPH@herringproperties.com](mailto:JPH@herringproperties.com)
- Construction/Contractor:**
- (a) Seth H. Levy, Exec V.P., COO  
**Sordoni Construction**  
 1 Pluckemin Way, 2<sup>nd</sup> Floor  
 Bedminster, NJ 07921  
 908-879-1130  
[Seth.levy@sordoniconstruction.com](mailto:Seth.levy@sordoniconstruction.com)
- (b) Steve Gibson, Area Vice President  
**ProBuild/Builders First Source**  
 817 East Gate Drive, Suite 101  
 Mt Laurel, NJ 08054  
 609-471-9430  
[Steve.Gibson@bldr.com](mailto:Steve.Gibson@bldr.com)
- (c) John Caruso or Scott Caruso, Managing Partners  
**CJS Investments, Inc.**  
 238 Neptune Blvd, Suite 301  
 Neptune, NJ 07753



732-751-9101

[icaruso@cjsinvestments.com](mailto:icaruso@cjsinvestments.com)

[scaruso@cjsinvestments.com](mailto:scaruso@cjsinvestments.com)

## V. KEY STAFF

Michael J. Weisslitz, Northeast Division President: Michael has held several positions with the Company since 2013, including Legal Counsel, Community Manager, and his current position of Northeast Division President. He has overseen multiple residential developments in New Jersey, including active adult, multi-family and traditional detached single family communities. He has also actively participated in the Company's land acquisition and community in planning processes. Michael received a BS degree (with distinction) in Biopsychology and Cognitive Science from the University of Michigan in 1998, as well as his J.D. from the University of Colorado School of Law in 2003. He is admitted to practice law in New Jersey, and prior to joining the Company spent ten years in private legal practice, focusing primarily on business litigation.

Jon Fisher, Senior Vice President: Mr. Fisher has 30 years of experience in the real estate development profession. He joined Hovnanian in 1999 with Hovnanian's acquisition of Matzel & Mumford. Mr. Fisher has held numerous positions with the company including Comptroller, VP of Operations, Senior VP of Land Acquisition & the Legal Department and Senior Vice President. Mr. Fisher holds a BS in Accounting from Rutgers University, a MBA in Finance from Rutgers and he is a Certified Public Accountant.

David Fisher, PP, AICP, Vice President - Governmental Affairs: Mr. Fisher has been with the company since 1993, and his responsibilities include governmental and regulatory affairs activities for the company's Northeast Division operations. As a land use planner with 35+ years of real estate experience, he assists the company in the areas of land acquisition, planning and design of new communities, urban redevelopment, and regulatory approvals. As evidence of his industry experience, Dave was appointed by Governor Christine Todd Whitman to serve on the NJ State Planning Commission, a post he held for five years. He obtained a Master's degree in Community Planning from the University of Cincinnati, and has held a NJ Professional Planner's license since 1986.

John Cummins, Director – Vice President, Land Acquisition: Mr. Cummins joined Hovnanian in 1993 and has held several positions including Sales Associate, Sales Manager, Marketing Manager, Land Acquisition Manager and Vice President Customer Relationship Management. Over the years, his real estate experience and substantial knowledge of land development, sales and marketing has provided numerous benefits for the company. Mr. Cummins has a BS in Marketing from Stockton State College.

Carl W. Erler, Division Counsel: Mr. Erler has been with the company for over fourteen years and has served as Legal Counsel for the Matzel & Mumford Organization and as both Legal Counsel and Area Counsel for K. Hovnanian's Northeast Division. Prior to joining Hovnanian, Mr. Erler was associated with Berry, Sahradnik, Kotzas & Benson, P.C. (Toms River, NJ) where

he provided litigation and legal services for private clients, as well as the County of Ocean (Departments of Planning, Engineering, and Solid Waste Management). Mr. Erler received his bachelor's degree in Civil Engineering from Villanova University in 1992, as well as his J.D. and Masters of Studies in Environmental Law (*cum laude*) from Vermont Law School in 1995. He is admitted to practice law in New Jersey and Pennsylvania.

Frank Wood, PLS, Senior Land Development Manager: Mr. Wood has over thirty years of experience designing site plans and managing every aspect of land development. He has been associated with the company for over 30 years, and is a seasoned land development expert with hands-on knowledge of all site conditions encountered during the home building process. Frank's practical expertise and knowledge of site design, grading and utilities is unparalleled, and his hands-on approach has allowed the company to achieve superior land plans while creating efficiencies which benefit the company's bottom-line. Mr. Wood graduated from the Newark College of Engineering with a BS degree in engineering.

Stephen Owens, LLA, PP, LEED-AP, Land Planning Manager: Mr. Owens joined Hovnanian in 2011 with over 20 years of land development and design experience. He is a licensed Landscape Architect and Professional Planner. In his current position, Mr. Owens is responsible for the conceptual planning and site layout of new communities. Mr. Owens holds a BS in Landscape Architecture from Rutgers University.

Justin Neden, Community Manager: Justin joined K. Hovnanian in 2019, formerly as a Division Sales and Marketing Manager with NVR/Ryan Homes. He has over 15 years of experience in new home construction sales, marketing and operational leadership. He currently manages the sales and construction of Nine on the Hudson in Port Imperial along with being responsible for sales for the Northeast Division of K Hovnanian. He has earned a Bachelor's degree in Management from St John Fisher College and currently owns a home in Asbury Park.

# **EXHIBIT 2:**

## **Disclosure of Ownership**



**Exhibit 2: Disclosure of Ownership**

**K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC** – The formal entity ownership information as follows:

- A. The Applicant entity is K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC with a business address located at 90 Matawan Road, Floor 5, Matawan, New Jersey 07747.
- B. K. Hovnanian Holdings NJ, LLC, with a business address located at 90 Matawan Road, Floor 5, Matawan, New Jersey 07747, is the only person or entity that owns more than ten (10%) percent of K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC.
- C. K. Hovnanian Developments of New Jersey, Inc., with a business address located at 90 Matawan Road, Floor 5, Matawan, New Jersey 07747, is the only person or entity that owns more than ten (10%) percent of K. Hovnanian Holdings NJ, LLC.
- D. Hovnanian Enterprises, Inc. with a business address located at 90 Matawan Road, Floor 5, Matawan, New Jersey 07747, is the only person or entity that owns more than ten (10%) percent of K. Hovnanian Developments of New Jersey, Inc.
- E. Hovnanian Enterprises, Inc. is a publicly traded company and no person or entity owns more than ten (10%) percent of its stock. Hovnanian Enterprises, Inc. is a publicly traded company on the NYSE, all applicable documents related to its ownership are filed annually with the SEC and not duplicated here, although if necessary, we can submit any documents that may be requested and responsive to the SDA.

# **EXHIBIT 3:**

## **Formation Documents**

**CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF FORMATION  
OF  
K. HOVNANIAN'S COVE AT ASBURY PARK, LLC**

The undersigned being authorized to execute this certificate, hereby certifies that

First: the name of the limited liability company (the "Company") is amended to be K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC.

Second: a) the purpose for which this entity is formed shall be to operate under the provisions of the Revised Limited Liability Company Act, P.L. 2012, c. 50, N.J.S.A. 42:2C-1 et seq., of the New Jersey Statutes (the "Limited Liability Act") and P.L.1991, c.431(C.40A:20-1 et seq.) and to initiate and conduct projects for the redevelopment of a redevelopment area pursuant to a redevelopment plan, or projects necessary, useful or convenient for relocation of residents displaced or to be displaced by the redevelopment of all or part of one or more redevelopment areas, or low and moderate income housing projects, and, when authorized by financial agreement with the municipality, to acquire, plan, develop, construct, alter, maintain or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvement in a single project, under such conditions as to use, ownership, management and control as regulated pursuant to P.L. 1991, c.431 (C.40A:20-1 et. seq.).

b) So long as this Company is obligated under a financial agreement with a municipality made pursuant to P.L. 1991, c.431 (C.40A:20-1 et. seq.), it shall engage in no business other than the ownership, operation and management of the project.

c) The Company has been organized to serve a public purpose, Its operations shall be directed toward: (1) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced, or to be displaced, by redevelopment, or the conduct of low and moderate income housing projects; (2) the acquisition, management and operation of a project, redevelopment, relocation housing project, or low and moderate income housing project under P.L. 1991, c.431 (C.40A:20-1 et. seq.); and (3) that is shall be subject to regulation by the municipality in which its project is situated and to a limitation or prohibition, as appropriate, on profits or dividends for so long as it remains the owner of a project subject to P.L. 1991, c.431 (C.40A:20-1 et. seq.).

d) The Company shall not voluntarily transfer more than 10% of its ownership interest in the project or any portion thereof undertaken by it until it has first removed both itself and the project from all restrictions of P.L. 1991, c.431 (C.40A:20-1 et. seq.) in the manner required by P.L. 1991, c.431 (C.40A:20-1 et. seq.) and, if the project includes housing units, has obtained the consent of the Commissioner of Community Affairs to such transfer; with the exception of transfer to another urban renewal entity, as approved by the municipality in which the project is situated, which other urban renewal entity shall assume all contractual obligations of

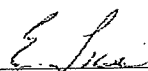
the transferor entity under the financial agreement with the municipality. The entity shall file annually with the municipal governing body a disclosure of the persons having an ownership interest in the project and of the extent of the ownership interest of each. Nothing herein shall prohibit any transfer of the ownership interest in the urban renewal entity itself provided that the transfer, if greater than 10 percent, is disclosed to the municipal governing body in the annual disclosure statement or in correspondence sent to the municipality in advance of the annual disclosure statement referred to above.

e) The Company shall be subject to the provisions of Section 18 of P.L. 1991, c.431 (C.40A:20-18) respecting the powers of the municipality to alleviate financial difficulties of the urban renewal entity or to perform actions on behalf of the entity upon a determination of financial emergency.

f) Any housing units constructed or acquired by the entity shall be managed subject to the supervision of and rules adopted by the Commissioner of Community Affairs.

Third: This certificate shall become effective upon its filing in the office of the Division of Revenue and Enterprise Services of New Jersey.

In Witness Whereof, the undersigned duly authorized personnel has executed this Amended Certificate of Formation this 22<sup>nd</sup> day of October, 2020

By:   
Elizabeth D. Tice – Secretary

L-102 NJSA 42 (2/94)

## New Jersey Division of Revenue

**Certificate of Amendment**

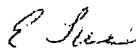
## Limited Liability Company

This form may be used to amend a Certificate of Formation of a Limited Liability Company on file with the Department of the Treasury. Applicants must insure strict compliance with NJSA 42, the New Jersey Limited Liability Act, and insure that all applicable filing requirements are met.

1. Name of Limited Liability Company:  
K. Hovnanian's Cove at Asbury Park, LLC
2. Identification Number:  
0600457728
3. New LLC Name (if applicable):  
K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC
4. Effective Date:  
October 22, 2020
5. The Certificate of Formation is amended as follows (provide attachments if needed):  
See attached

The undersigned represent(s) that this filing complies with State law as detailed in NJSA 42 and that they are authorized to sign this form behalf of the Limited Liability Company.

Signature:



Name: Elizabeth D. Tice

Date: 10/22/20

**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS  
OFFICE OF LOCAL PLANNING SERVICES  
PO BOX 813  
TRENTON, NEW JERSEY 08625-0813**

**URBAN RENEWAL ENTITIES  
DISCLOSURE INFORMATION**

Instructions for Completion: You have filed an application for approval of an urban renewal entity pursuant to the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.). In order for us to process the application, we require that you provide the following information and forward this form to the above address or fax it to (609) 633-6056. This form must be completed prior to DCA approval of the entity. If you have any questions, please call Pamela Weintraub at (609) 633-2133 or email [Pamela.Weintraub@dca.nj.gov](mailto:Pamela.Weintraub@dca.nj.gov).

Name of Urban Renewal Entity: K. Hovnanian's Cove at Asbury Park, LLC

**SECTION 1: TYPE OF APPROVAL REQUESTED (check one):**

- ☐ Original Certificate (of incorporation, limited partnership, formation, etc.)
- ☒ Amendment to original certificate (of incorporation, limited partnership, formation, etc.). Note: In the case of amendments, please forward a copy of original certificate marked "filed, State Treasurer" or "filed, Secretary of State" with this form.
- ☐ Other (please specify) \_\_\_\_\_

**SECTION 2: PROJECT INFORMATION**

Project Name: The Cove at Asbury Park (w/City consent-property to be acquired from dsgrntd dvlp)

Project Street Address: 311-343 Cookman Avenue, 311-321 Sewall Avenue & 311-320 Asbury Avenue  
Asbury Park, NJ 07712

|                         |                   |                       |                               |
|-------------------------|-------------------|-----------------------|-------------------------------|
| Project Block Number(s) | <u>Block 3203</u> | Project Lot Number(s) | <u>Lots 1-4 and P/O</u>       |
|                         |                   |                       | <u>Lots 5 &amp; 15, 16-19</u> |
|                         | <u>Block 3206</u> |                       | <u>Lots 1-3, P/O Lot 4</u>    |

Municipality in which the Project is located Asbury Park

County in which the Project is located Monmouth

**SECTION 3 (For project listed in SECTION 2. Check one.)**

- ☐ This project is solely a commercial project (with no housing units) developed in a redevelopment area pursuant to a municipal redevelopment plan.
- ☒ 2. This project consists solely of market rate housing units developed in a redevelopment area pursuant to a municipal redevelopment plan.
- ☐ 3. The project consists of low and moderate income housing units, which may include senior citizen low and moderate income housing units.
- ☐ 4. This project consists of mixed uses (Specify type).
- ☐ Market rate and low and moderate income housing.
- ☐ Commercial and market rate housing.
- ☐ Commercial and low and moderate income housing.
- ☐ Other (please describe). \_\_\_\_\_

NOTE: If you checked 1 or 2, complete **SECTIONS 4, 6, and 7.**  
If you checked 3, complete **SECTION 5, 6, and 7.**  
If you checked 4, complete **SECTIONS 4, 5, 6, and 7.**

-next-



**SECTION 4: REDEVELOPMENT PLAN INFORMATION**Name of Municipal Redevelopment Agency The City of Asbury ParkCitation of municipal ordinance adopting the redevelopment plan Ordinance adopted on 11/7/84&12/7/05  
by Ordinance No. 2754 and further amended by Ordinance  
2018-15 and Ordinance 2018-20 adopted on or about June 13, 2018

For housing projects, complete the following:

Specify type and number of units as applicable:

- ☒ Condominium units 48
- ☐ Market rate rental \_\_\_\_\_
- ☐ Low and moderate income in mixed use projects \_\_\_\_\_
- ☐ Senior citizen in mixed use projects \_\_\_\_\_
- ☐ Other (please specify) \_\_\_\_\_

Total number of units 48**SECTION 5: PROJECT FUNDING SOURCES**

The low and moderate income housing project will be financed or insured by which of the following (check all applicable):

- ☐ Private funds (Please specify) \_\_\_\_\_
- ☐ State or Federal financing or insuring agencies (Please specify below)
- ☐ Other (Please specify) \_\_\_\_\_

State or Federal Financing or Insuring Agencies for the Project (check all that apply):

**NJ Department of Community Affairs:**

- ☐ Neighborhood Preservation Balanced Housing
- ☐ HOME – CHDO Production (Community Housing Development Organizations) Program
- ☐ HOME – Housing Production Investment Fund
- ☐ National Housing Trust Fund

**NJ Redevelopment Authority:**

- ☐ NJ Urban Site Acquisition Program

**US Department of Housing and Urban Development (HUD):**

- ☐ Section 811 Supportive Housing for Persons with Disabilities
- ☐ Section 202 Supportive Housing for the Elderly
- ☐ HOPE VI Grants
- ☐ HOME Program

**US Department of Agriculture:**

- ☐ Rural Resources Administration (formerly Farmers' Home Administration)

Other (Please specify): \_\_\_\_\_

**NJ Housing and Mortgage Finance Agency:**

- ☐ NJ Community Housing Demo Program (developmental disabilities)
- ☐ NJ Supportive Housing Connection Program
- ☐ CHOICE Program
- ☐ Special Needs Housing Partnership Program
- ☐ Multifamily Rental Housing Program
- ☐ Multifamily Conduit Bond Program
- ☐ Public Housing Construction and Permanent Loan Program
- ☐ Sandy Special Needs Housing Fund
- ☐ Rental Housing Incentive Finance Fund
- ☐ 100% Mortgage Program
- ☐ Urban Home Ownership Recovery Program
- ☐ Low-Income Housing Tax Credit Allocation Program
- ☐ Money Follows the Person Housing Partnership Program
- ☐ Section 811 Project Based Rental Assistance Program
- ☐ Fund for Restoration of Multifamily Housing (FRM)
- ☐ Fund for restoration of Multifamily Housing -Public Housing Authority Set -Aside

List the information of the State or Federal financing or insuring agency's contact person:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department/Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

-next-

**SECTION 6: PROJECT CONSTRUCTION/OWNERSHIP (check all that apply)**

- ☒ 1. The project is new construction.
- ☐ 2. An existing project is being rehabilitated.  
If rehab, specify name of individual, entity, etc. who is the current owner of the project. \_\_\_\_\_
- ☐ 3. Ownership of an existing project is being transferred to the new urban renewal entity.  
If transfer, specify name of individual, entity, etc. from whom the project is being or has been transferred. \_\_\_\_\_
- Is the transferor entity a limited dividend corporation or association, established pursuant to the Limited Dividend and Non Profit Housing Corporations and Associations Law, N.J.S.A. 55:16-1 et seq.? (yes or no) \_\_\_\_\_
- Is the transferor entity a limited dividend corporation or association, established pursuant to the Limited Dividend and Nonprofit Housing Corporations and Associations Law, N.J.S.A. 55:16-1 et seq.? (yes or no) \_\_\_\_\_
- Has the project ever been subject to a deed restriction, as a limited dividend project, pursuant to the Limited Dividend and Nonprofit Housing Corporations and Associations Law, N.J.S.A. 55:16-1 et seq.? (yes or no) \_\_\_\_\_
- Is the transferor entity an existing urban renewal entity established pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.? (yes or no) \_\_\_\_\_
- ☒ 4. Has this project caused or will this project cause displacement of individuals or businesses? (yes or no) No

**SECTION 7: CERTIFICATION**

NOTE: This certification must be completed by an individual authorized to execute the certificate of incorporation (incorporator), the certificate of limited partnership (general partner), or other similar certificate or statement as may be required by law.

**CERTIFICATION**

I attest that the information stated herein is truth ful and accurate to the best of my knowledge and understand that failure to fully and accurately disclose any information may delay processing the application while the Department investigates the application and project. Further, I understand that any project of the urban renewal entity may be subject to additional Department review and approval, pursuant to the requirements of the Limited Dividend and Nonprofit Corporations or Associations Law, N.J.S.A. 55:16-1 et seq., the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., and/or rules governing Limited Dividend and Nonprofit Housing Corporations and Associations and Urban Renewal Entities, N.J.A.C. 5:13-1 et seq.

Sworn to me and subscribed before me this day of  
(mo/day/year)

October 27, 2020

Kim A. Donnelly  
(notary public/attorney)

X

Carl W. Erbe  
(authorized individual's signature)

CARL W. ERBE DIVISION COUNSEL  
(print name of authorized individual)

KIM A. DONNELLY  
Notary Public, State of New Jersey  
My Commission Expires August 22, 2021

Rev. 11/2018

Mail to: PO Box 308  
Trenton, NJ 08646

STATE OF NEW JERSEY  
DIVISION OF REVENUE

Overnight to: 33 West State St.  
5th Floor  
Trenton, NJ 08608-1214

**"FEE REQUIRED"**

**PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY**

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. Business Name: K. Hovnanian's Cove at Asbury Park, LLC

2. Type of Business Entity: L L C  
(See Instructions for Codes, Page 21, Item 2)

3. Business Purpose: New Home Construction  
(See Instructions, Page 22, Item 3)

4. Stock (Domestic Corporations only; LLCs and Non-Profit leave blank):

5. Duration (If Indefinite or Perpetual, leave blank):

6. State of Formation/Incorporation (Foreign Entities Only):

7. Date of Formation/Incorporation (Foreign Entities Only):

8. Contact Information:

Registered Agent Name: Corporation Service Company

Registered Office:

(Must be a New Jersey street address)

Street 100 Charles Ewing Blvd, Suite 160

City Ewing

Zip 08628

Main Business or Principal Business Address:

Street 90 Matawan Road, 5th Floor

City Matawan

State NJ

Zip 07747

9. Management (Domestic Corporations and Limited Partnerships Only)

- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
- Domestic Non-Profits list Board of Trustees, minimum of 3;
- Limited Partnerships list all General Partners.

Name

Street Address

City

State

Zip

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

10. Incorporators (Domestic Corporations Only, minimum of 1)

Name

Street Address

City

State

Zip

Signature(s) for the Public Record (See Instructions for Information on Signature Requirements)

Signature

Name

Title

Date

Michael Discafani

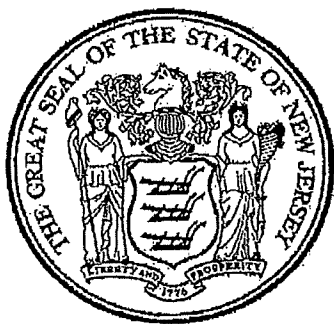
Authorized Rep

2/6/19

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
FILING CERTIFICATION (CERTIFIED COPY)

K.HOVNANIAN'S COVE AT ASBURY PARK, LLC  
0600457728

*I, the Treasurer of the State of New Jersey,  
do hereby certify, that the above named business  
did file and record in this department a  
Certificate of Formation on February 13th, 2019  
and that the attached is a true copy of this  
document as the same is taken from and compared  
with the original(s) filed in this office and now  
remaining on file and of record.*



Certificate Number: 141189435

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

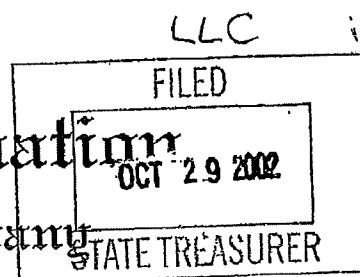
IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal at Trenton, this  
14th day of February, 2019

A handwritten signature in black ink, appearing to read "Elizabeth Maher Muolo".

Elizabeth Maher Muolo  
State Treasurer

# Certificate of Formation

## Limited Liability Company



for

K. Hovnanian Holdings NJ, L.L.C.

**T** HIS IS TO CERTIFY THAT there is hereby organized a Limited Liability Company under and by virtue of the New Jersey Limited Liability Company Act (N.J.S.A. 42:2B-1 et seq.).

**FIRST:** The name of the Limited Liability Company is K. Hovnanian Holdings NJ, L.L.C.

**SECOND:** The purpose for which this Limited Liability Company is organized is to engage in any activity within the purposes for which Limited Liability Companies may be formed pursuant to the New Jersey Limited Liability Company Act.

**THIRD:** The name and address of the registered agent is Peter S. Reinhart, Esq., 10 Highway 35, P.O. Box 500, Red Bank, NJ 07701.

**FOURTH:** The Limited Liability Company shall have at least one member.

**FIFTH:** The duration of the Limited Liability Company is limited and shall expire on December 31, 2029.

In Witness Whereof, the undersigned has been authorized to sign this Certificate of Formation this 29th day of October, 2002.

*Patricia A. Waters*  
Patricia A. Waters, Vice President

Capitol Information Service, Inc.  
172 West State Street  
Trenton, NJ 08608

FILED FOR: Peter S. Reinhart, Esq.  
267864 K. Hovnanian Companies, Inc.  
10 Highway 35  
P.O. Box 500  
Red Bank, NJ 07701

0600153466

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>K. Hovnanian Developments of New Jersey, Inc.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                         |
| 2 Business name/disregarded entity name, if different from above<br><b>K. Hovnanian Holdings NJ, LLC</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                         |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                         |
| <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate                                                                                                                                                                                                                                                                                                                                                                            |                                         |
| <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. |                                         |
| <input type="checkbox"/> Other (see instructions) ► _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                         |
| 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Exempt payee code (if any) <b>5</b>     |
| Exemption from FATCA reporting code (if any) _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                         |
| (Applies to accounts maintained outside the U.S.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                         |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>110 Fieldcrest Avenue</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Requester's name and address (optional) |
| 6 City, state, and ZIP code<br><b>Edison, NJ 08837</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                         |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                         |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number         |   |   |   |   |   |   |   |   |   |
|                                |   |   | - |   |   |   |   |   |   |
| or                             |   |   |   |   |   |   |   |   |   |
| Employer identification number |   |   |   |   |   |   |   |   |   |
| 2                              | 2 | - | 2 | 6 | 6 | 4 | 5 | 6 | 3 |

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person

Date ►

**3/12/20**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**EXHIBIT 4:**  
**Resolution Authorizing**  
**Submission of Application**

## CERTIFICATION

The undersigned Secretary of K. Hovnanian Holdings NJ, LLC , the sole member of K. Hovnanian's Cove at Asbury Park, LLC (the "LLC") hereby certifies that the attached is a true copy of the Resolution for the LLC and that said Resolution is in full force and effect and has not been subsequently modified or amended to date.

Executed this 17<sup>th</sup> day of November, 2020

K. Hovnanian Holdings NJ, L.L.C.

By: E. Tice  
Elizabeth D. Tice, Secretary

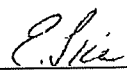
**ACTION TAKEN BY MEMBER OF  
K. HOVNANIAN'S COVE AT ASBURY PARK, LLC  
A New Jersey Limited Liability Company**

K. HOVNANIAN HOLDINGS NJ, L.L.C., the sole member K. Hovnanian's Cove at Asbury Park, LLC (the "Limited Liability Company") hereby takes the following actions:

RESOLVED, that the submission of the Subsequent Developer Application to the City of Asbury Park for the redevelopment of Block 3203, Lots 1-4, P/O Lots 5 and 15, 16-19 and Block 3206, Lots 1-3, P/O Lot 4 is hereby authorized and approved.

Executed this 17<sup>th</sup> day of November, 2020

K. HOVNANIAN HOLDINGS  
NJ, L.L.C., sole member

  
\_\_\_\_\_  
Elizabeth D. Tice, Secretary

# **EXHIBIT 5:**

## **Property Owner Consent**

### Consent of Owner

Re: Block 3203, Lots 1-4, P/O Lots 5 & 15, 16-19, Block 3206, Lots 1-3, P/O Lot 4  
311-343 Cookman Ave., 311-321 Sewall Ave., 311-320 Asbury Ave., Asbury Park, NJ

To Whom It May Concern:

K. Hovnanian Holdings NJ, LLC is the Contract Purchaser of the Lots and Blocks detailed above from AP Triangle LLC. I am the Managing Member of the entity that owns these properties and hereby consent to the filing of a Subsequent Developer Application by K. Hovnanian Holdings NJ, L.L.C. (or any entity wholly owned by same) to which K. Hovnanian Holdings NJ, LLC may assign contract. Thank you.

Very truly yours,

Brian A. Cheripka, Senior Vice President  
Managing Member, AP Triangle LLC

# **EXHIBIT 6:**

## **Metes & Bounds Description/Survey**





April 18, 2019  
Revised May 8, 2019

**Metes & Bounds Description**  
**Proposed Parcel "A"**  
**City of Asbury Park**  
**Monmouth County, New Jersey**

BEGINNING in the intersection of the southerly line right-of-way line of Asbury Avenue (100' wide per tax map) with the easterly right-of-way line of Heck Street (50' wide per tax map), thence

1. Along the northerly right-of-way line of said Asbury Avenue, South  $74^{\circ} 50' 53''$  East, 243.89 feet to a point; thence
2. Departing said right-of-way and continuing through portions of Block 3203 lots 5 and 15 and continuing through a portion of Block 3206, Lot 4, South  $15^{\circ} 09' 48''$  West, 317.34 to a point in the northerly right-of-way line of Cookman Avenue (75' wide per tax map); thence
3. Along said northerly right of way line, South  $74^{\circ} 26' 38''$  West, 117.00 feet to a point; thence
4. Departing said northerly right-of-way line and continuing through portions of Block 3206 lots 1, 2, 3 and 4, North  $74^{\circ} 50' 53''$  West, 143.23 to a point in the aforesaid easterly right-of-way line of Heck Street; thence
5. Along said easterly right-of-way line, North  $15^{\circ} 09' 07''$  East, 377.09 feet to the point and place of beginning.

Containing 88, 949 S.F. or 2.04 Acres more or less.

The above description was prepared without the benefit of a title report and maybe may be subject to restrictions, covenants and/or easements either written or implied.

Bowman Consulting Group, Ltd.  
303 West Main Street • Freehold, NJ 07728  
Phone: 732.665.5500 • [www.bowmanconsulting.com](http://www.bowmanconsulting.com)

[bowmanconsulting.com](http://bowmanconsulting.com)

Metes & Bounds DescriptionProposed Parcel "A"

Revised May 8, 2019

April 18, 2019

Page 2 of 2

The above described Proposed Parcel "A" description was written with reference to a plan entitled "Exhibit of Proposed Parcel "A" over a portion of Former Block 3203 Lots 1-5 and 15-19 and Block 3206, Lots 1 thru 4, City of Asbury Park, Monmouth County, New Jersey," Dated 4-18-19, Prepared by Bowman Consulting.

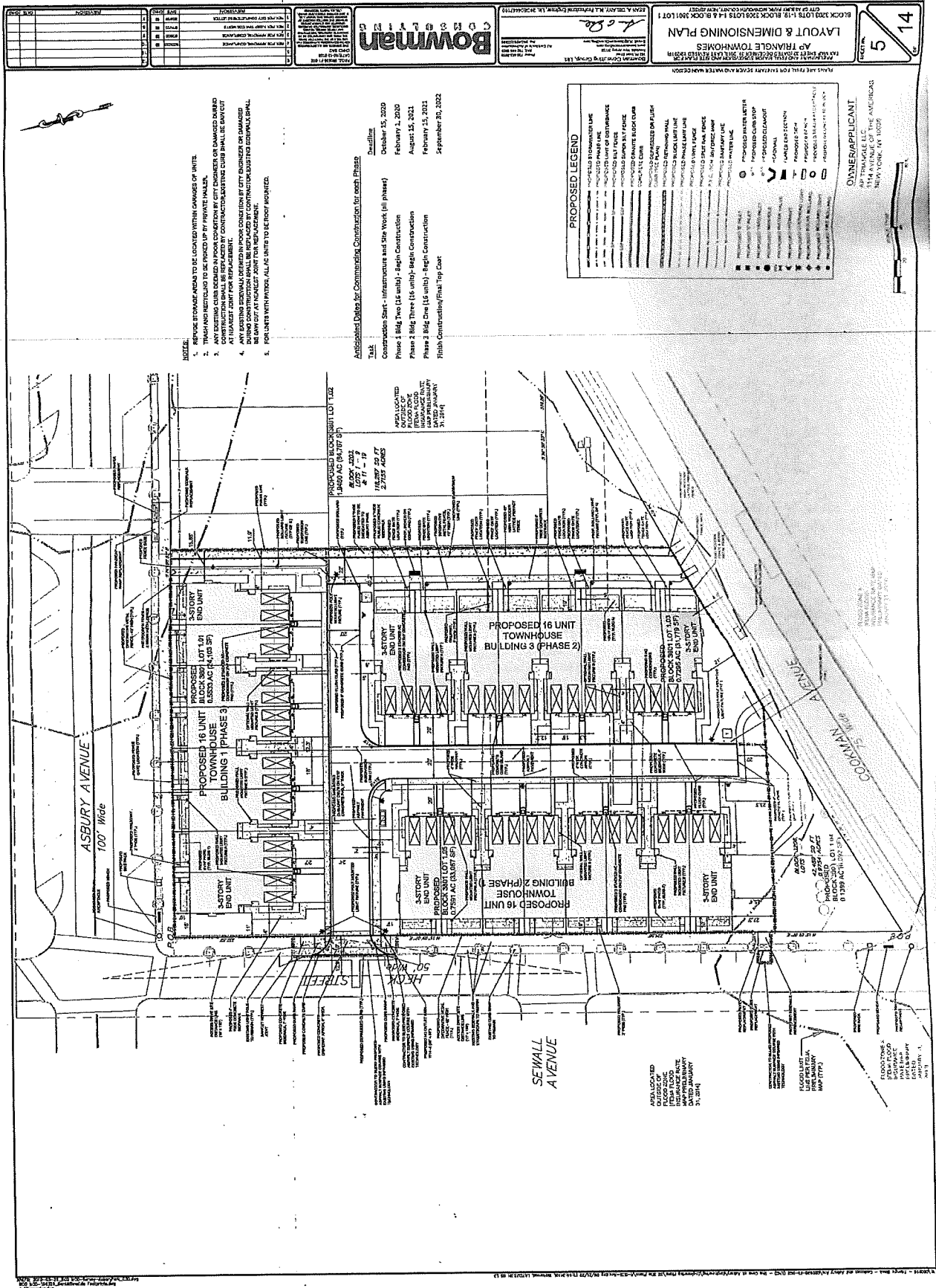
**BOWMAN CONSULTING GROUP, LTD**303 West Main Street, 4<sup>th</sup> Floor

Freehold, NJ 07728


**Martin F. Tirella, PLS****Principal****PLS License No. 24GS02747700**

P: 080696 - Triangle Block-Cookman & Asbury Park 080696-FI-001 (St R) - Boundary Survey & Topo Survey Utility Survey Survey Legal descriptions: 190508 LD\_Proposed Lot A-Asbury.docx

Attachment: Subsequent Developer Application - 12-18-20 (2021-118 : AP Triangle Subsequent Redeveloper Agreement Amendment for K.



# **EXHIBIT 7:**

## **Copy of Deed**

## Exhibit 7: Copy of Deed

RECORD AND RETURN:  
LAND TITLE AGENCY INC.  
464 VALLEY BROOK AVE.  
LYNDHURST, N.J. 07071  
(201) 804-8844

05-713

**CORRECTIVE DEED**

Prepared by:

Michael S. Wien, Esq.

|                    |          |
|--------------------|----------|
| COUNTY OF MONMOUTH |          |
| CONSIDERATION      |          |
| RTT                |          |
| DATE               | 12-18-07 |

MAR 11 2008

This Corrective Deed is made on March 6, 2008.

Between

**MADISON WESLEY LAKE THREE LLC**, a Delaware limited liability company (incorrectly identified on prior Deed as a New Jersey limited liability company), with offices at c/o Madison Marquette, 2001 Pennsylvania Avenue, N.W., 10th Floor, Washington, D.C. 20006, as the "Grantor"

and

**MADISON WESLEY LAKE THREE LLC**, a Delaware limited liability company, with offices at c/o Madison Marquette, 2001 Pennsylvania Avenue, N.W., 10th Floor, Washington, D.C. 20006, as the "Grantee"

Being the same premises conveyed to the Grantor herein by Deed from W.L. Phase Two Urban Renewal Associates, LLC dated December 31, 2007 and recorded January 9, 2008 in the Monmouth County Clerk's Office in Deed Book 8696 page 6477.

This Deed is being recorded to correctly identify Madison Wesley Lake Three, LLC as a Delaware Limited Liability Company. The prior Deed incorrectly identified it as a New Jersey Limited Liability Company.

The Grantor grants, sells, conveys and transfers ownership of the property described below to Grantee for the sum of One Dollar and 00/100 (\$1.00) Dollar.

The property consists of the land and all the buildings and structures on the land in the City of Asbury Park, County of Monmouth, and State of New Jersey, also known as Lots 1 - 4 in Block 131, Lots 3 - 21 in Block 142 and Lots 1 and 2 in Block 143. The legal description of the property is annexed hereto as Schedule A.

The Property is conveyed in accordance with and subject to operative covenants, restrictions and easements of record, if any.

The Grantor promises the Grantee that Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (NJSA 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property.

This Deed has been signed by and attested to by the Grantor's property corporate officers as of the date at the top of the first page.

M CLARE FRENCH, CTY CLR  
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER  
2008026829

RECORDED ON  
Mar 12, 2008  
10:43:18 AM  
BOOK: OR-8708  
PAGE: 759  
Total Pages: 6

COUNTY RECORDING FEES \$100.00  
TOTAL PAID \$100.00

MADISON WESLEY LAKE THREE LLC

By:

Name: Paul Andrews  
Title: Vice President



### SCHEDULE A - DESCRIPTION

ALL that certain tract or parcel of land and premises, situate, lying and being in the City of Asbury Park, in the County of Monmouth, and State of New Jersey, more particularly described as follows:

#### BLOCK 131, LOTS 1-4:

BEGINNING at the point of intersection formed by the existing southeasterly line of Heck Street (50 foot R.O.W.), said line being distant 25.00 feet measured southeasterly from and parallel with the centerline thereof, with the existing southwesterly line of Sewall Avenue (75 foot R.O.W.), said line being distant 37.50 feet measured southwesterly from and parallel with the centerline thereof, and from said point running thence:

- (1) South 74 degrees 50 minutes 53 seconds East, 302.33 feet, along the aforesaid existing southwesterly line of Sewall Avenue, to a point in the existing northerly line of Cookman Avenue (75 foot R.O.W.); thence
- (2) South 15 degrees 09 minutes 07 seconds West, 7.58 feet, along the aforesaid northerly line of Cookman Avenue to an angle point in the same; thence
- (3) South 74 degrees 26 minutes 38 seconds West, 351.64 feet, along the aforesaid existing northwesterly line of Cookman Avenue, to a point in the aforesaid existing southeasterly line of Heck Street, said line being distant 25.00 feet measured southeasterly from and parallel with the centerline thereof; thence
- (4) North 15 degrees 09 minutes 07 seconds East, 187.16 feet, along the aforesaid existing southeasterly line of Heck Street, to a point in the aforesaid existing southwesterly line of Sewall Avenue, the point and place of BEGINNING.

#### BLOCK 142, LOTS 1-21:

BEGINNING at the point of intersection formed by the existing southeasterly line of Heck Street (50 foot R.O.W.), said line being distant 25.00 feet measured southeasterly from and parallel with the centerline thereof, with the existing northeasterly line of Sewall Avenue, (75 foot R.O.W.), said line being distant 37.50 feet measured northeasterly from and parallel with the centerline thereof; thence

- (1) North 15 degrees 09 minutes 07 seconds East, 200.00 feet, along the aforesaid existing southeasterly line of Heck Street to a point in the existing southwesterly line of Asbury Avenue (100 foot R.O.W.), said line being distant 50.00 feet measured southwesterly from and parallel with the centerline thereof; thence

(Continued)

Land Title Agency, Inc.  
464 Valley Brook Avenue Suite 2R Lyndhurst, New Jersey 07071  
(201)804-8844 Fax: (201)804-9501



- (2) South 74 degrees 50 minutes 53 seconds East, 499.97 feet, along the aforesaid existing southwesterly line of Asbury Avenue to a point in the existing northwesterly line of Saint James Place (50 foot R.O.W.), said line being distant 25.00 feet measured northwesterly from and parallel with the centerline thereof; thence
- (3) South 15 degrees 09 minutes 07 seconds West, 165.21 feet, along the aforesaid existing northwesterly line of Saint James Place, to a point in the existing northerly line of Cookman Avenue (75 foot R.O.W.), said line being distant 37.50 feet measured northerly from and parallel with the centerline thereof; thence
- (4) South 74 degrees 26 minutes 38 seconds West, 68.13 feet, along the aforesaid existing northerly line of Cookman Avenue, to a point in the existing northeasterly line of Sewall Avenue, said line being distant 37.50 feet measured northeasterly from and parallel with the centerline thereof; thence
- (5) North 74 degrees 50 minutes 53 seconds West, 441.39 feet, along the aforesaid existing northeasterly line of Sewall Avenue, to a point in the aforesaid existing southeasterly line of Heck Street, the point and place of BEGINNING.

#### BLOCK 143, LOTS 1 AND 2:

BEGINNING at the point of intersection formed by the existing northwesterly line of Cookman Avenue, (75 foot R.O.W.), said line being distant 37.50 feet measured northwesterly from and parallel with the centerline thereof, with the existing southerly line of Asbury Avenue (100 foot R.O.W.), said line being distant 50.00 feet measured southerly from and parallel with the centerline thereof; thence

- (1) South 74 degrees 26 minutes 38 seconds West, 265.36 feet, along the aforesaid existing northerly line of Cookman Avenue, to a point in the existing easterly line of Saint James Place (50 foot R.O.W.), said line being distant 25.00 feet measured easterly from and parallel with the centerline thereof; thence
- (2) North 15 degrees 09 minutes 07 seconds East, 135.51 feet, along the aforesaid existing easterly line of Saint James Place to a point in the existing southerly line of Asbury Avenue, said line being distance 50.00 feet measured southerly from and parallel with the centerline thereof; thence
- (3) South 74 degrees 50 minutes 53 seconds East, 228.15 feet along the aforesaid existing southerly line of Asbury Avenue, to a point in the aforesaid existing northwesterly line of Cookman Avenue, the point and place of BEGINNING.

#### FOR INFORMATION ONLY:

Being known as Lots 1-4 in Block 131, Lots 1-21 in Block 142 and Lots 1 and 2 in Block 143 on the Official Tax Map of the City of Asbury Park in the County of Monmouth and State of New Jersey.

Land Title Agency, Inc.  
464 Valley Brook Avenue Suite 2R Lyndhurst, New Jersey 07071  
(201)804-8844 Fax: (201)804-9501



State of New Jersey

GIT/REP-4a  
(12-04)

**WAIVER OF SELLER'S FILING REQUIREMENT OF  
GIT/REP FORMS AND PAYMENT FOR CORRECTED DEED  
WITH NO CONSIDERATION  
(C.55, P.L. 2004)**

(Please Print or Type)

**OWNER(S) INFORMATION**

Name(s):

Madison Wesley Lake Three LLC, a Delaware Limited Liability Company

Current Resident Address:

c/o Madison Marquette, 2001 Pennsylvania Avenue, N.W., 10th Floor

City, Town, Post Office

State

Zip Code

Washington

DC

20006

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)

Lot(s)

Qualifier

131, Lots 1-4, Block 142, Lots 3-21 and Block 143 Lots 1 &amp; 2

Street Address:

201 &amp; 311-343 Cookman Avenue, 305-321 Sewall Avenue and 300-320 Asbury Avenue

City, Town, Post Office

State

Zip Code

Asbury Park

NJ

07712

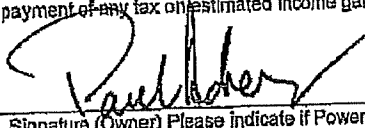
**OWNER(S) DECLARATION**

The undersigned is (are) the title owner(s) of the real property identified under the "Property Information" section above. By presenting this declaration fully completed and signed by me (us), I (we) represent that the deed to which this form is attached is for corrective or confirmatory purposes only. In other words, the deed needs to be recorded or re-recorded solely due to a typographical, clerical, property description or other scrivener error or omission and there is no consideration for the corrective or confirmatory deed. The county recording officer will accept this form for recording along with such deed. The recording officer may also, however, continue to accept the GIT/REP-4 form with the Division's raised seal in lieu of the GIT/REP-4A.

This waiver form may be presented to the appropriate county recording officer for recording along with the deed of the owner as identified in the information above. Accordingly, the county recording officer is hereby authorized to accept this waiver form in lieu of any other GIT/REP form without any further payment of any tax on estimated income gain pursuant P.L. 2004, c. 65.

3/4/08

Date

  
 Signature (Owner) Please indicate if Power of Attorney or Attorney in Fact  
**Paul Andrews**
**VP, Secretary & Treasurer**

Signature (Owner) Please indicate if Power of Attorney or Attorney in Fact

Date

RTP-1 (Rev. 2/19/07)  
 MUST SUBMIT IN DUPLICATE  
 STATE OF NEW JERSEY  
 AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER  
 (Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:18-5 et seq.)  
 BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

COUNTY Bergen SS. County Municipal Code 1304  
 MUNICIPALITY OF PROPERTY LOCATION Asbury Park

| FOR RECORDER'S USE ONLY |                |
|-------------------------|----------------|
| Consideration           | \$ <u>1.00</u> |
| RTF paid by seller      | <u>0.00</u>    |
| Date                    | <u>3/2/08</u>  |

\*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Also Korosy being duly sworn according to law upon his/her oath,  
 (Name)  
 deposes and says that he/she is the Officer of Title Company in a deed dated March 6, 2008 transferring  
 (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)  
 real property identified as Block number 131, 142, 143 Lot number 1-4, 3-21, 182 located at  
Cookman and Asbury Avenues, Asbury Park, New Jersey and annexed thereto,  
 (Street Address, Town)

(2) CONSIDERATION \$ 1.00 (See Instructions #1 and #5 on reverse side)

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS:  
 (See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)  
 Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.  
 (d) Corrects a Deed previously recorded

(5) PARTIAL EXEMPTION FROM FEE (See Instruction #9 on reverse side)  
 NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. \* (See Instruction #9 on reverse side for A or B)  
 B. BLIND PERSON Grantor(s) ☐ legally blind or \*  
 DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ Not gainfully employed  
 Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:  
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.  
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.  
 \*IN THE CASE OF HUSBAND AND WIFE/CIVIL UNION PARTNERS, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #9 on reverse side)  
☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.  
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side)  
☐ Entirely new improvement. ☐ Not previously occupied.  
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me  
 this 6 day of March, 20 08

John Brian Hughes  
 Notary Public  
 State of New Jersey  
 My Commission Expires Oct. 22, 2008

Signature of Deponent Madison Wesley Lake Three, LLC  
 464 Valleybrook Av Lyndhurst NJ  
 Department Address 2001 Penn. Av NW Washington DC  
 Grantor Name  
 Grantor Address at Time of Sale  
 Lend Title Agency, Inc.  
 Name/Company of Settlement Officer

xxx-xxx-887  
 Last 3 digits in Grantor's Social Security Number

| FOR OFFICIAL USE ONLY |        |               |
|-----------------------|--------|---------------|
| Instrument Number     | County | Page          |
| Deed Number           | Book   | Date Recorded |
| Deed Dated            |        |               |

Notary Public Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.  
 STATE OF NEW JERSEY - DIVISION OF TAXATION  
 P.O. BOX 251  
 TRENTON, NJ 08646-0251  
 ATTENTION: REALTY TRANSFER FEE UNIT  
 The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: [www.state.nj.us/treasury/taxation/rtf10cetax.htm](http://www.state.nj.us/treasury/taxation/rtf10cetax.htm)

District of Columbia

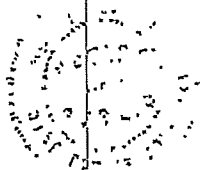
STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

I CERTIFY that on March 4<sup>th</sup>, 2008, PAUL ANDREWS personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) he is named in and personally signed the attached document as Vice President of MADISON WESLEY LAKE THREE LLC, a Delaware limited liability company; and
- (b) he signed and delivered this document as his act and on behalf of said limited liability company.



*Malinda Lumpkin*  
\_\_\_\_\_  
Notary Public

MALINDA LUMPKIN  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires January 31, 2012

**RECORD AND RETURN TO:**

Land Title Agency, Inc.  
464 Valley Brook Avenue  
Lyndhurst, NJ 07071

[827735-1]

40

COUNTY OF MONMOUTH  
 CONSIDERATION 9,804,435  
 NTF 116,109.45 TRTF  
 DATE JAN 09 2008 BY NJ



285046

id by:

Gordon Gemma, Esq.

JAN 07 2008

## DEED

This Deed is made on December 31, 2007  
 Between W. L. Phase Two Urban Renewal Associates, L.L.C. a New Jersey Limited Liability Company, with offices c/o Kushner Companies, 18 Columbia Turnpike, Florham Park, New Jersey 07932, as the "Grantor"  
 and Madison Wesley Lake Three, L.L.C. a New Jersey Limited Liability Company, with offices at c/o Madison Marquette, 2001 Pennsylvania Avenue, N.W., 10th Floor, Washington, D.C. 20006, as the "Grantee"

The Grantor grants, sells, conveys and transfers ownership of the property described below to Grantee for the sum of Nine Million Eight Hundred Four Thousand Four Hundred Thirty Five and 00/100 (\$9,804,435.00) Dollars.

The property consists of the land and all the buildings and structures on the land in the City of Asbury Park, County of Monmouth, and State of New Jersey, also known as Block 131, Lots 1 - 4, Block 142, Lots 3 - 21, and Block 143, Lots 1 and 2. The legal description of the property is annexed hereto as Schedule A.

Being a portion of the same premises conveyed to the Grantor herein by Deeds as follows:

- (a) Block 131, Lots 1-4, Block 143, Lots 1 and 2 and Block 142, Lots 3, 4, 5, 7, 8, 9, 10 and 15 by Deed from Asbury Partners, LLC dated February 24, 2006 and recorded March 13, 2006 in the Monmouth County Clerk's Office in Book OR 8548 at Page 3098;
- (b) Block 142, Lots 19 - 21 by Deed from AP Ten Property Holdings, LLC dated February 24, 2006 and recorded March 13, 2006 in the Monmouth County Clerk's Office in Book OR 8548 at Page 3137;
- (c) Block 142, Lots 6, 11-14, 16 and 17 by Deed from Asbury Partners, LLC dated February 24, 2006 and recorded March 13, 2006 in the Monmouth County Clerk's Office in Book OR 8548 at Page 3040;
- (d) Block 142, Lot 18 by Deed from AP Ten Property Holdings, LLC dated February 24, 2006 and recorded March 13, 2006 in the Monmouth County Clerk's Office in Book OR 8548 at Page 3126; and
- (e) Any and all rights to those portions of a vacated street bisecting the property pursuant to Ordinance No. 2677 as recorded June 22, 2004 in Deed Book 8373 at Page 4130 as Instrument No. 457295.

The Property is conveyed in accordance with and subject to operative covenants, restrictions and easements of record, if any.

The Grantor promises the Grantee that Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (NJSA 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property.

This Deed has been signed by and attested to by the Grantor's property corporate officers as of the date at the top of the first page.

W.L. Phase Two Urban Renewal Associates, LLC  
 By: Wesley Lake Building Associates, L.L.C., sole member

WITNESS:

By: Wesley Lake Building Corp., Managing Member

Name: Alois V. Habjan, Esq.

By:

Name: Sam M. Gershwin  
 Title: Vice President

## STATE OF NEW JERSEY, COUNTY OF ESSEX:

On this 31<sup>st</sup> day of December, 2007, before me, the subscriber, personally appeared Sam M. Gershwin, the Vice President of Wesley Lake Building Corp., the Managing Member of Wesley Lake Building Associates, LLC which is the Sole Member of W.L. Phase Two Urban Renewal Associates, LLC, who I am satisfied is the person who signed the foregoing Deed, and did acknowledge under oath that he signed, sealed with the corporate seal, and delivered the same in his capacity as such officer and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

Sworn and Subscribed before me at Roseland, New Jersey on the date above written.

Alois V. Habjan, Attorney at Law of NJ

Record and Return to: Roger M. Rotsman, Esq. c/o Tannenbaum, Hefern, Syracuse & Hirschfeld, LLP, 906 Third Avenue, New York, NY 10022



Title No. 07-LT-0713.D

**DESCRIPTION**

ALL that certain tract or parcel of land and premises, situate, lying and being in the City of Asbury Park, in the County of Monmouth, and State of New Jersey, more particularly described as follows:

**BLOCK 131, LOTS 1-4:**

BEGINNING at the point of intersection formed by the existing southeasterly line of Heck Street (50 foot R.O.W.), said line being distant 25.00 feet measured southeasterly from and parallel with the centerline thereof, with the existing southwesterly line of Sewall Avenue (75 foot R.O.W.), said line being distant 37.50 feet measured southwesterly from and parallel with the centerline thereof, and from said point running thence:

- (1) South 74 degrees 50 minutes 53 seconds East, 302.33 feet, along the aforesaid existing southwesterly line of Sewall Avenue, to a point in the existing northerly line of Cookman Avenue (75 foot R.O.W.); thence
- (2) South 15 degrees 09 minutes 07 seconds West, 7.58 feet, along the aforesaid northerly line of Cookman Avenue to an angle point in the same; thence
- (3) South 74 degrees 26 minutes 38 seconds West, 351.64 feet, along the aforesaid existing northwesterly line of Cookman Avenue, to a point in the aforesaid existing southeasterly line of Heck Street, said line being distant 25.00 feet measured southeasterly from and parallel with the centerline thereof; thence
- (4) North 15 degrees 09 minutes 07 seconds East, 187.16 feet, along the aforesaid existing southeasterly line of Heck Street, to a point in the aforesaid existing southwesterly line of Sewall Avenue, the point and place of BEGINNING.

**BLOCK 142, LOTS 1-21:**

BEGINNING at the point of intersection formed by the existing southeasterly line of Heck Street (50 foot R.O.W.), said line being distant 25.00 feet measured southeasterly from and parallel with the centerline thereof, with the existing northeasterly line of Sewall Avenue, (75 foot R.O.W.), said line being distant 37.50 feet measured northeasterly from and parallel with the centerline thereof; thence

- (1) North 15 degrees 09 minutes 07 seconds East, 200.00 feet, along the aforesaid existing southeasterly line of Heck Street to a point in the existing southwesterly line of Asbury Avenue (100 foot R.O.W.), said line being distant 50.00 feet measured southwesterly from and parallel with the centerline thereof; thence

(Continued)



- (2) South 74 degrees 50 minutes 53 seconds East, 499.97 feet, along the aforesaid existing southwesterly line of Asbury Avenue to a point in the existing northwesterly line of Saint James Place (50 foot R.O.W.), said line being distant 25.00 feet measured northwesterly from and parallel with the centerline thereof; thence
- (3) South 15 degrees 09 minutes 07 seconds West, 165.21 feet, along the aforesaid existing northwesterly line of Saint James Place, to a point in the existing northerly line of Cookman Avenue (75 foot R.O.W.), said line being distant 37.50 feet measured northerly from and parallel with the centerline thereof; thence
- (4) South 74 degrees 26 minutes 38 seconds West, 68.13 feet, along the aforesaid existing northerly line of Cookman Avenue, to a point in the existing northeasterly line of Sewall Avenue, said line being distant 37.50 feet measured northeasterly from and parallel with the centerline thereof; thence
- (5) North 74 degrees 50 minutes 53 seconds West, 441.39 feet, along the aforesaid existing northeasterly line of Sewall Avenue, to a point in the aforesaid existing southeasterly line of Heck Street, the point and place of BEGINNING.

#### **BLOCK 143, LOTS 1 AND 2:**

BEGINNING at the point of intersection formed by the existing northwesterly line of Cookman Avenue, (75 foot R.O.W.), said line being distant 37.50 feet measured northwesterly from and parallel with the centerline thereof; with the existing southerly line of Asbury Avenue (100 foot R.O.W.), said line being distant 50.00 feet measured southerly from and parallel with the centerline thereof; thence

- (1) South 74 degrees 26 minutes 38 seconds West, 265.36 feet, along the aforesaid existing northerly line of Cookman Avenue, to a point in the existing easterly line of Saint James Place (50 foot R.O.W.), said line being distant 25.00 feet measured easterly from and parallel with the centerline thereof; thence
- (2) North 15 degrees 09 minutes 07 seconds East, 135.51 feet, along the aforesaid existing easterly line of Saint James Place to a point in the existing southerly line of Asbury Avenue, said line being distance 50.00 feet measured southerly from and parallel with the centerline thereof; thence
- (3) South 74 degrees 50 minutes 53 seconds East, 228.15 feet along the aforesaid existing southerly line of Asbury Avenue, to a point in the aforesaid existing northwesterly line of Cookman Avenue, the point and place of BEGINNING.

#### **FOR INFORMATION ONLY:**

Being known as Lots 1-4 in Block 131, Lots 1-21 in Block 142 and Lots 1 and 2 in Block 143 on the Official Tax Map of the City of Asbury Park in the County of Monmouth and State of New Jersey.

GIT/REP-3  
(2-07)

State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
 (C.55, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION** (See Instructions, Page 2)

Name(s)

W.L. Phase Two Urban Renewal Associates, LLC

Current Resident Address:

Street: c/o Kushner Companies, 18 Columbia Turnpike

City, Town, Post Office

Florham Park

State

NJ

Zip Code

07832

**PROPERTY INFORMATION** (Brief Property Description)

Block(s)

131  
142  
143

Lot(s)

1-4 in the City of Asbury Park  
3-21 in the City of Asbury Park  
1 and 2 in the City of Asbury Park

Qualifier

Street Address:

Cookman Avenue

City, Town, Post Office

Asbury Park

State

NJ

Zip Code

07712

Seller's Percentage of Ownership

100%

Consideration

\$8,804,435.00

Closing Date

December 31, 2007

**SELLER ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 at seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 at seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

W.L. PHASE TWO URBAN RENEWAL ASSOCIATES, LLC

By: Wesley Lake Building Associates, L.L.C, its sole member

By: Wesley Lake Building Corp, its managing member.

12/31/07

Date

Sam M. Gershwin, Vice President

(Seller) Please Indicate If Power of attorney or Attorney in Fact

Date

Signature

(Seller) Please Indicate If Power of attorney or Attorney in Fact

RTP-15B (Rev. 2/19/07) STATE OF NEW JERSEY  
 MUST SUBMIT IN DUPLICATE AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER  
 (Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 48:15-5 et seq.)  
 BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY

COUNTY BERGEN } SS. County Municipal Code 1304

Consideration \$ 9,804,435.00  
 RTP paid by buyer By 116,109.15  
 Date JAN 09 2008

MUNICIPALITY OF PROPERTY LOCATION ASBURY PARK

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side) XXX-XX-X 8 6 7  
 Deponent, GERHARD KRAHN, being duly sworn according to law upon his/her oath,  
 (Name)  
 deposes and says that he/she is the Officer of Title Company in a deed dated December 31, 2007 transferring  
 (Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)  
 real property identified as Block number 131, 142, 143 Lot number 1-4, 3-21, 1 & 2 located at  
COOKMAN AND ASBURY AVENUES, ASBURY PARK and annexed thereto,  
 (Street Address, Town)

(2) CONSIDERATION \$ 9,804,435.00 (See Instructions #1, #5, and #11 on reverse side)  
 Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED BELOW SHOULD BE TAKEN FROM THE OFFICIAL TAX LIST (A PUBLIC RECORD)  
 OF THE MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR THAT THE TRANSFER IS MADE.

(A) When Grantee is required to remit the 1% fee, complete below:

☐ Class 2 - Residential  
☐ Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property  
☐ Class 4A - Commercial Properties (if checked, calculation on (C) required below)  
☐ Class 4C - Residential Cooperative Unit (4 Families or less)

(B) When Grantee is not required to remit the 1% fee, complete below:

☒ Property class. Circle applicable class(es): 1 4B 4C 15  
 Property classes: 1-Vacant Land, 4B-Industrial properties, 4C-Apartments (other than cooperative unit), 15-Public Property  
☐ Exempt Organization pursuant to federal Internal Revenue Code of 1986  
☐ Incidental to corporate merger or acquisition and equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition (if checked, calculation in (C) below required and MUST ATTACH COMPLETED RTP-4)

(C) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)  
 Total Assessed Valuation + Director's Ratio = Equalized Valuation

\$ \_\_\_\_\_ + \_\_\_\_\_ % = \$ \_\_\_\_\_  
 If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or in excess of 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)  
 Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1983, as amended through C. 88, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me  
 this 31 day of December, 2007

Signature of Deponent  
Gerhard Krahn  
 464 Valley Brook Ave, Lyndhurst, NJ  
 Deponent Address

Madison Wesley Lake Thruway  
 Grantee Name

2001 PA Ave NW Washington DC  
 Grantee Address at Time of Sale

John Brian Hughes  
 Notary Public  
 State of New Jersey  
 My Commission Expires Oct. 22, 2008

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY  
 Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
 Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
 Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Buyer recorded with deeds to:  
 STATE OF NEW JERSEY, DIVISION OF TAXATION  
 PO BOX 251  
 TRENTON, NJ 08646-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at [www.state.nj.us/treasury/taxation/tp/localtax.htm](http://www.state.nj.us/treasury/taxation/tp/localtax.htm)

R/R  
Tannenbaum Helpern  
Syracuse / Hirschtritt LLP  
ATTN: Roger M.  
Rotsman  
900 Third Avenue  
New York NY 10032  
CLandAmerica  
Financial Group Inc

CLARE FRENCH, CITY CLK  
MONMOUTH COUNTY NJ  
INSTRUMENT NUMBER  
2008002711  
RECORDED IN  
Jan 09, 2008  
9:01:09 AM  
BOOK=OR-8696  
PAGE=6477  
Total Pages: 6  
REALTY  
TRANSFER FEES \$116,109.45  
COUNTY RECORDING  
FEES \$70.00  
TOTAL PAID \$116,179.45

MONMOUTH COUNTY

# **EXHIBIT 8:**

## **Narrative Description of Project**

**AP Triangle LLC Townhouse Development  
Block 3203, Lots 1-4, P/O 5 & 15, 16-19  
Block 3206, Lots 1-3, P/O Lot 4  
CITY OF ASBURY PARK, MONMOUTH COUNTY, NJ**

**Narrative Description of Project**

**Overview**

K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC (the "Applicant") proposes a 48 unit townhouse residential community development project on an approximately 2-acre portion of the triangular-shaped block bounded by Cookman Avenue, Asbury Avenue and Heck Street and described on the City of Asbury Park's Tax Maps as Block 3203, Lots 1-4, P/O Lots 5 & 15, 16-19 and Block 3206, Lots 1-3, P/O Lot 4 (hereinafter referred to as the "AP Triangle LLC Townhouse Development Project" or the "Project"). The Project is located within Asbury Park's Waterfront Redevelopment Area ("WRA"). The Project will consist of three (3) rows of buildings, comprised of sixteen (16) townhomes each. One row of townhouses is located along the Heck Street frontage. A second row is located along the Asbury Avenue frontage. The third row is located along an internal landscaped courtyard. The two end units of each townhouse row are proposed to be 3 stories in height (with mezzanine) to reduce the height and massing of each row at the corners of the site and provide visual interest. The remainder of the units are 4 stories in height. Each townhouse dwelling has two proposed parking spaces (one garage parking space and one driveway parking space). As part of the overall development of the block, a public space is proposed at the northeast corner of the Heck Street and Cookman Avenue intersection to be developed by AP Triangle LLC. This space will provide both a strong visual connection and a strong pedestrian connection between Cookman Avenue and Lake Avenue. AP Triangle LLC is retaining Ownership over the balance of the City Block and developing the public space.

**Architectural Design**

The Project advances the design principles set forth in Section 2.2 (Redevelopment Objectives) of the Asbury Park Waterfront Redevelopment Plan ("WRP") by developing new residential buildings that extend Asbury Park's Oceanside character in a contemporary way. The proposed cedar shake style cladding references a traditional shore aesthetic while presenting a dramatic curbside appearance that is emblematic of newer coastal architecture. The overall layout of the townhome community emphasizes the frontages along Heck Street, Cookman Avenue and Asbury Avenue and reinforces the walkable urbanism of the area.

Careful consideration has been taken towards the details and the articulation of facade materials to achieve the City's goals of high-quality architecture and creating a pleasant and attractive environment for pedestrians. By varying the cementitious wood shake colors as well as the heights and colors of the bay projections, the proposed façade design becomes dynamic and gains dimensionality while maintaining a balanced overall composition. Building materials, including cementitious wood shakes, gray slate siding, and hardie trim elements, have been selected based on the site's architectural context and comply with architectural guidelines of the WRP. All



building frontages, including those on Heck Street and Asbury Avenue, will have substantial landscaping including a majority of native plantings and street trees.

### **Building Program**

Two townhouse floorplans will be offered which will range from approximately 1753 sq. ft. to 2884 sq. ft., with variations between depending upon the townhome location within the community. Each townhouse will be 26 feet wide providing ample space and accommodating social environments with open floor plans between the great room, dining room and kitchen. The townhouses will have a minimum of 3-bedrooms and some of the floorplans will have an optional 4<sup>th</sup> bedroom. All townhouses will offer luxury master suites with large walk-in closets and ensuite baths. Each townhouse dwelling will have 3 ½ baths to 4 full baths and all floorplans will have at least one separate loft area to provide a retreat from the main living areas and support family activities. Each townhouse will have a very large rooftop deck (in excess of 200 square feet for townhouses with a full 4<sup>th</sup> story and in excess of 400 square feet for townhouses with a mezzanine level above the 3<sup>rd</sup> story) which will enhance the outdoor utility of the overall community and provide unparalleled views and enjoyment to each homeowner.

### **Incorporation of Changes to TRC, Planning Board, and Professional Comments**

Applicant's Predecessor-in-Interest in the Project met with the City's Technical Review Committee ("TRC") on July 11, 2019 to discuss the Project and had several follow-up meetings with the City's professionals. The proposed plans are reflective of those meetings and discussions and specific feedback received concerning the site plan, architecture, lighting and landscaping.

Significant changes were made to the architectural details, facade materials and colors based on feedback from TRC and the City's professional consultants, including the following:

- Aluminum panels were eliminated and replaced with gray slate cementitious trim;
- Aluminum clad windows have been replaced with black windows;
- The black aluminum front door has been replaced with a Masonite door;
- The 60" cable fence along the frontage of the townhomes has been replaced with a 42" metal railing fence.

In addition, a number of changes were made to the site plan:

- In response to the TRC's comments that it wanted more internal walkways at the rear of the townhome buildings, the site plan was modified to add single walkways behind Building #1 and Building #3 which are mountable by vehicles traversing the rear drive aisles and entering the driveways;
- In response to the TRC comment that Building #3 should be shifted further away from Cookman Avenue, the site plan was modified to move Building #3 from being 1.2' off of Cookman Avenue to be approximately 4.6' off of Cookman Avenue;
- In addition, to address the TRC's concerns and preserve the functionality of the site, the following additional changes were made to the site plan:
  - Adjusted/narrowed the open space area located just north of Building #2 by 4' to maintain the 24' cartway width as one enters the community;
  - Narrowed the remaining portion of the cartway behind Building #1 (north of Building #3) to 20';

- Narrowed the cartway behind Building #2 and Building #3 from 24' to 20' in connection with the addition of the walkway behind the driveways of Building #3;
  - Added a small connecting walk between the rear drive aisle and Cookman Avenue.
- Applicant's Predecessor-in-Interest examined shortening the driveways from 20' to 18' and having a walkway demarcation behind the driveway but ultimately determined it was not feasible due to concerns that vehicles would overlap the walkways as most individuals do not pull their vehicles right up to the garage door.

With respect to lighting, light fixtures have been added to the outside of the rear entry doors and bollard lights have been added along the walkway behind Building #3 for illumination. Lastly, a substantial number of changes were made to the landscaping plan. A greater diversity of plantings is now proposed and the plant palette was revised to favor the use of native plants. In addition, significantly more perennials have been added to the palette. Also, large areas of Lilyturf (Liriope) have been eliminated and replaced with small areas of sedge grasses and masses of perennial plantings and the following additional changes were incorporated into the landscaping plan:

- The planting along the eastern property line has been significantly enhanced to include areas of evergreen trees, small caliper shade trees to form "groves", native ornamental grasses, native shrubs and perennials;
- Added fencing adjacent to the eastern property boundary with the balance of the block. Square Lattice Fencing (wood material) is proposed which can be painted or stained. Lattice gates will be added at the northern and southern ends of the internal walkway to limit access.
- Plantings adjacent to ground level private patios have been revised to provide a continuous evergreen screen of Skyrocket Junipers (5'-6' in height);
- The maintained lawn area has been reduced in size;
- Trees within the site interior have been revised to provide a larger shade tree;
- Southern buffer area was revised to accommodate the new sidewalk connecting the site interior to Cookman Avenue and to closer align with the property line;
- Plantings along the eastern building were revised to accommodate the new building footprint resulting from the shift further away from Cookman Avenue.

Following five (5) Planning Board Hearings (May 18, 2020; June 8, 2020; July 13, 2020; July 27, 2020; and August 10, 2020), a public walkway was added to allow pedestrians to bisect the city block, and the relocation of air conditioning condensers from the street level to the roof top decks. The Resolutions granting approval of the Lot Consolidation and Major Subdivision Application with bulk variances and granting approval of the Preliminary and Final Major Site Plan Application and Design Exceptions were adopted on September 21, 2020.

### **Zoning/WRP Compliance**

The Project is located on an approximately 2.04-acre site within a portion of Block 3203, Lots 1-5 & 15-19 and Block 3206, Lots 1-4, as described above. The proposed condominium community

is consistent with the requirements and the guidelines of the WRP. The proposed development tract exceeds the WRP's minimum tract area and frontage requirements.

Consistent with the WRP, the maximum height of the townhomes ranges from 3 stories (with a mezzanine level above) to 4 stories. A 2019 amendment to the WRP eliminated the need for a deviation from the height restrictions in the Development Control Plan concerning the 2-story maximum height requirement on the corner of Heck Street and Cookman Avenue.

A total of 96 parking spaces are provided which exceeds the requirement of 72 parking spaces (based on 1.5 spaces per dwelling unit). All garages are oriented towards the internal drive aisles and courtyard areas.

The following deviations from the WRP will be required:

- Deviation to permit the Remainder Lot at the intersection of Cookman Avenue and Heck Street to be less than the minimum lot area required under the WRP. This Remainder Lot will be developed in the future as a public space and is not part of the present application.
- Deviation to permit sliding doors and windows where hinged doors and windows are required under the WRP. This aspect of the proposed application is present in other developments throughout the entire WRA.
- Deviation to permit windows installed flush with the outer surface of the façade. This aspect of the proposed development is present in other developments throughout the entire WRA.

**Infrastructure Improvements by Master Developer Subject to Replacement Due to Damages by Applicant in Implementing the Approved Development Plan**

- **Heck Street:** Installation of storm drainage per Approved Development Plan and relocation and re-installation of street lights, trees, trash cans or other streetscape items as required by or in order to facilitate the implementation of the Approved Development Plan.
- **Asbury Avenue:** Installation of storm drainage per Approved Development Plan and relocation and re-installation of street lights, trees, trash cans or other streetscape items as required by or in order to facilitate the implementation of the Approved Development Plan.
- **General:** Utilize existing sanitary laterals, arrange and pay applicable utility provider all costs for natural gas, electric, water and cable TV service.

26' TOWNHOME PRODUCT

- 2 • Models A & B Renders
- 4 • Models A & B Material Description
- 8 • Models A & B Elevations
- 11 • Interior Plans Form E :: 2900/1987 SQFT
- 12 • Interior Plans Form F :: 2900/1987 SQFT
- 13 • Interior Plans Form G :: 2900/2011 SQFT
- 14 • Interior Plans Form H :: 2900/2011 SQFT
- 15 • End Plans Form J :: 2658/1757 SQFT

# AP Triangle Townhomes :: Models A & B

March 3, 2020

1 of 15 :: 03/03/2020

Packet Pg. 238







NORTH / FRONT FACADE FACING ASBURY AVENUE

**AP Triangle Townhomes**

2 of 15 :: 03/03/2020





EAST / REAR FACADE FACING INTERIOR OF COMMUNITY

**AP Triangle Townhomes**

3 of 15 :: 03/03/2020



# ARCHITECTURAL DESIGN DETAILS



CEMENT VERTICAL PLANK SIDING  
- HARDIE PLANK CEDARMILL  
- GRAY SLATE

HARDIE TRIM BOARDS  
- GRAY SLATE

BLACK VINYL WINDOWS  
2FT BAY PROTECTION

CEMENT SHAKE SIDING  
- HARDIE SHINGLE STRAIGHT EDGE PANEL  
- PEARL GRAY

NOTE: VARIATION IN COLOR BETWEEN RENDERERS  
AND SWITCHES MAY BE DUE TO LIGHTING  
CHARACTERISTICS AT DUSK

## COLOR PALETTE



ARCTIC  
WHITE SIDING



PEARL GRAY  
SIDING



NIGHT GRAY  
SIDING



BLACK  
WINDOWS



GRAY RAILING

2FT BAY PROJECTION

BLACK VINYL WINDOWS

CEMENT VERTICAL PLANK SIDING  
- HARDIE PLANK CEDARMILL  
- ARCTIC WHITE

CEMENT SHAKE SIDING  
- HARDIE SHINGLE STRAIGHT EDGE PANEL  
- NIGHT GRAY

MASONITE MODERN DOOR  
- EQUAL LITES AND CLEAR GLASS  
- BLACK



# ARCHITECTURAL DESIGN DETAILS



## COLOR PALETTE





# ARCHITECTURAL DESIGN DETAILS



3020 LOUVER  
-GRAY

GRAY RAILING

2FT BAY PROJECTION

BLACK VINYL WINDOWS

CEMENT VERTICAL PLANK SIDING  
- HARDIE PLANK CEDARMILL  
- ARCTIC WHITE

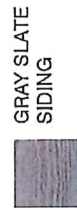
2FT BAY PROJECTION

TRELLIS

MASONITE MODERN DOOR  
- EQUAL LITES AND CLEAR GLASS  
- BLACK

NOTE: VARIATION IN COLOR BETWEEN  
RENDERS AND SWATCHES MAY BE DUE TO  
LIGHTING CHARACTERISTICS AT DUSK

## COLOR PALETTE



ARCTIC  
WHITE SIDING

PEARL GRAY  
SIDING

NIGHT GRAY  
SIDING

BLACK  
WINDOWS



# ARCHITECTURAL DESIGN DETAILS



GRAY RAILING

2FT BAY PROJECTION

BLACK VINYL WINDOWS

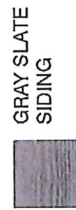
CEMENT VERTICAL PLANK SIDING  
- HARDIE PLANK CEDARMILL  
- ARCTIC WHITE

CEMENT SHAKE SIDING  
- HARDIE SHINGLE STRAIGHT EDGE PANEL  
- NIGHT GRAY

WAYNE DALTON  
- WESTFIELD WITH CLEAR II WINDOWS  
- CUSTOM COLOR (DARK GRAY)

NOTE: VARIATION IN COLOR BETWEEN RENDERERS  
AND SWATCHES MAY BE DUE TO LIGHTING  
CHARACTERISTICS AT DUSK

## COLOR PALETTE



BLACK  
WINDOWS

NIGHT GRAY  
SIDING

PEARL GRAY  
SIDING

ARCTIC  
WHITE SIDING

**AP Triangle Townhomes**

7 of 15 :: 09/03/2020







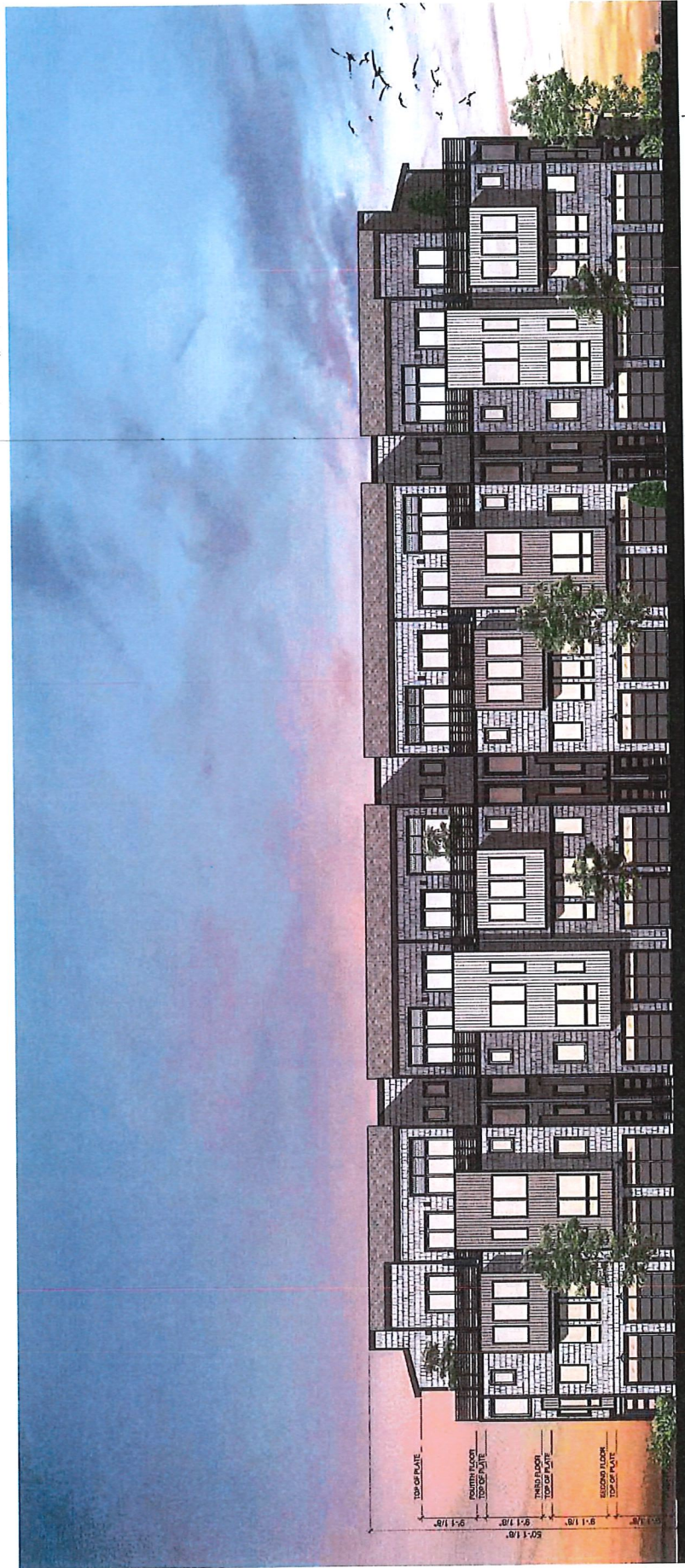


WEST / SIDE FACADE FACING HECK STREET



NORTH / SIDE FACADE FACING INTERIOR OF COMMUNITY





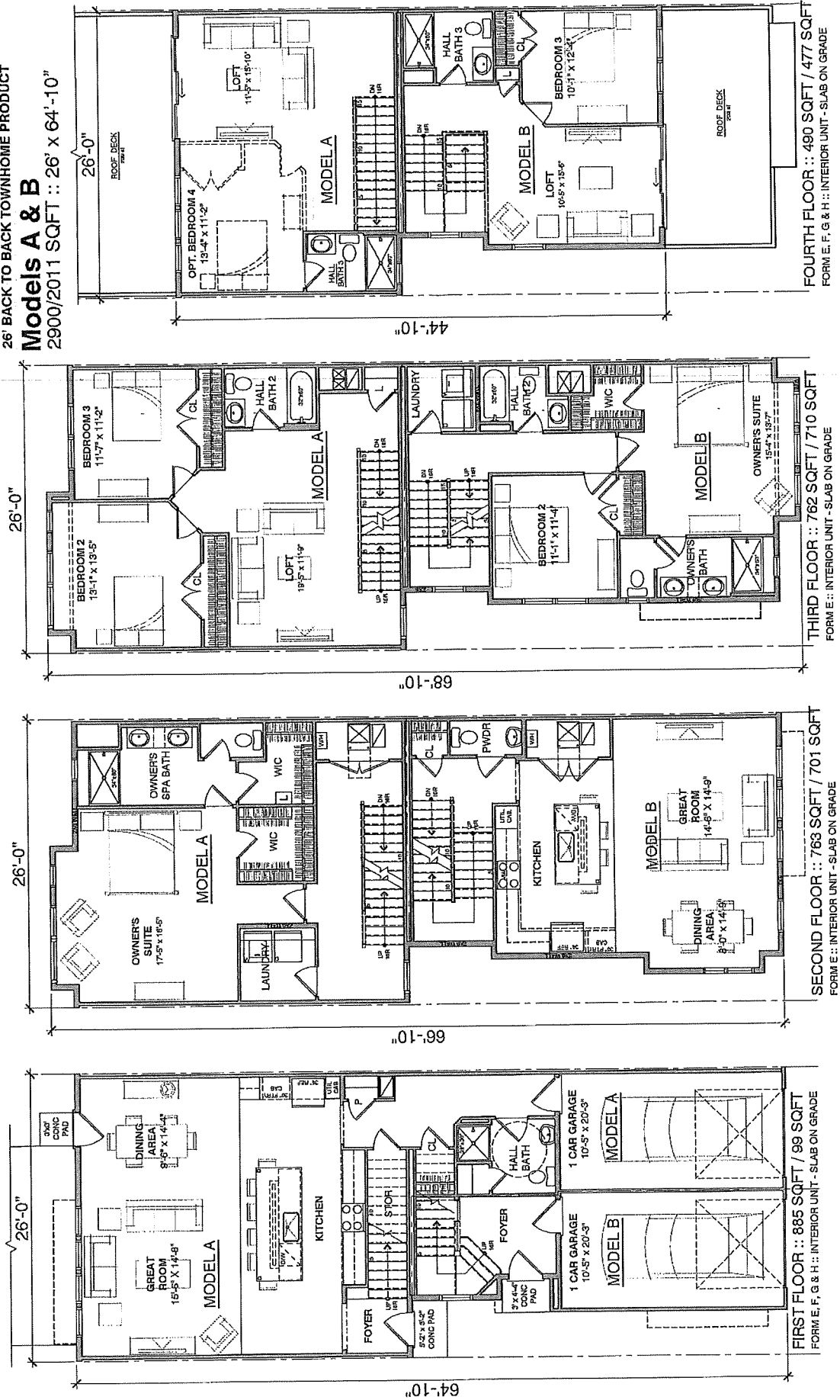
FORM J      FORM H      FORM G      FORM F      FORM E      FORM H      FORM J

WEST / REAR FACADE FACING INTERIOR OF COMMUNITY

26' BACK TO BACK TOWNHOME PRODUCT

# Models A & B

2900/2011 SQFT :: 26' x 64'-10"



AP Triangle Townhomes

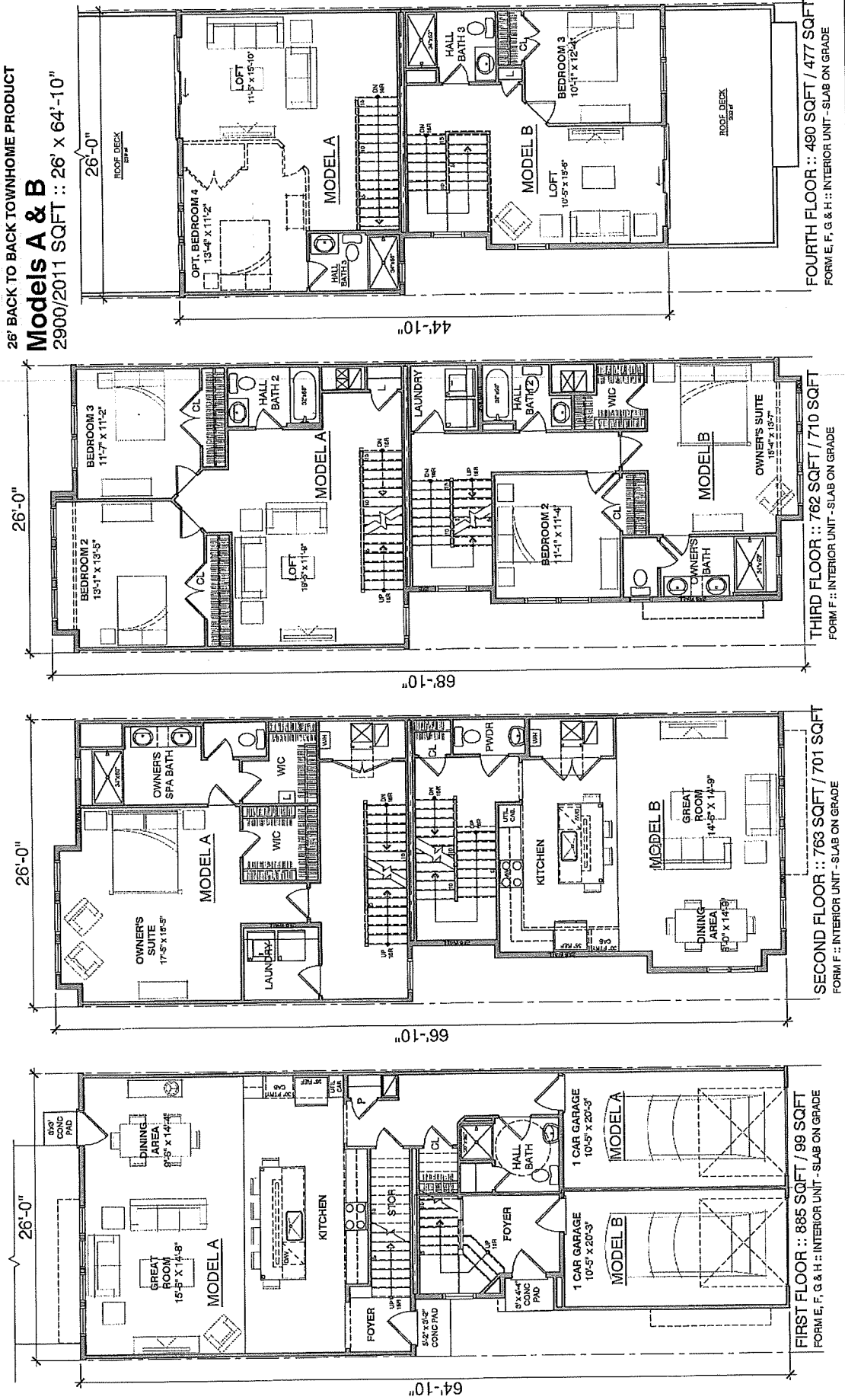
11 of 15 :: 03/03/2020



26' BACK TO BACK TOWNHOME PRODUCT

### Models A & B

2900/2011 SQFT :: 26' x 64'-10"



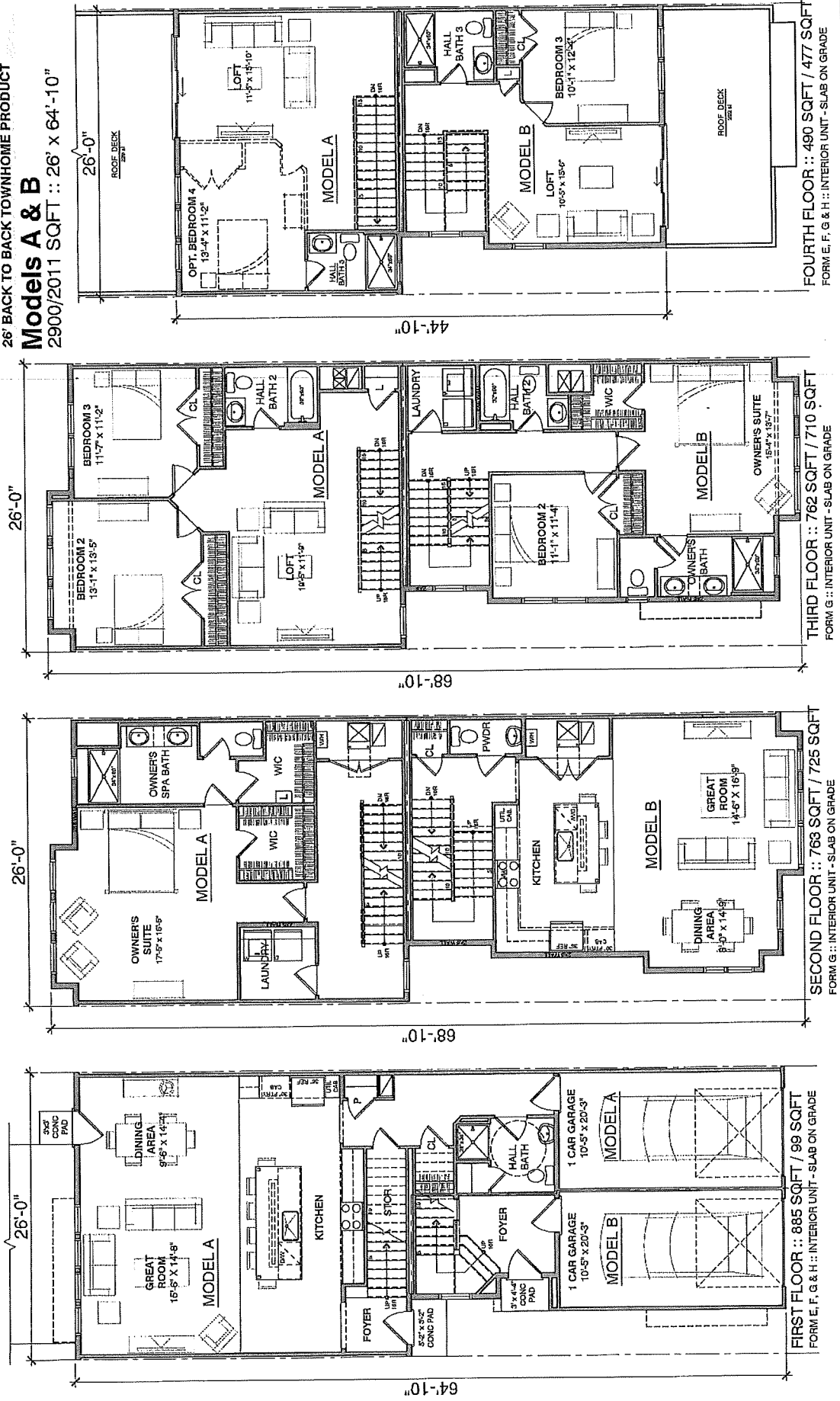
AP Triangle Townhomes

12 of 15 :: 03/03/2020

26' BACK TO BACK TOWNHOME PRODUCT

### Models A & B

2900/2011 SQFT :: 26' x 64'-10"



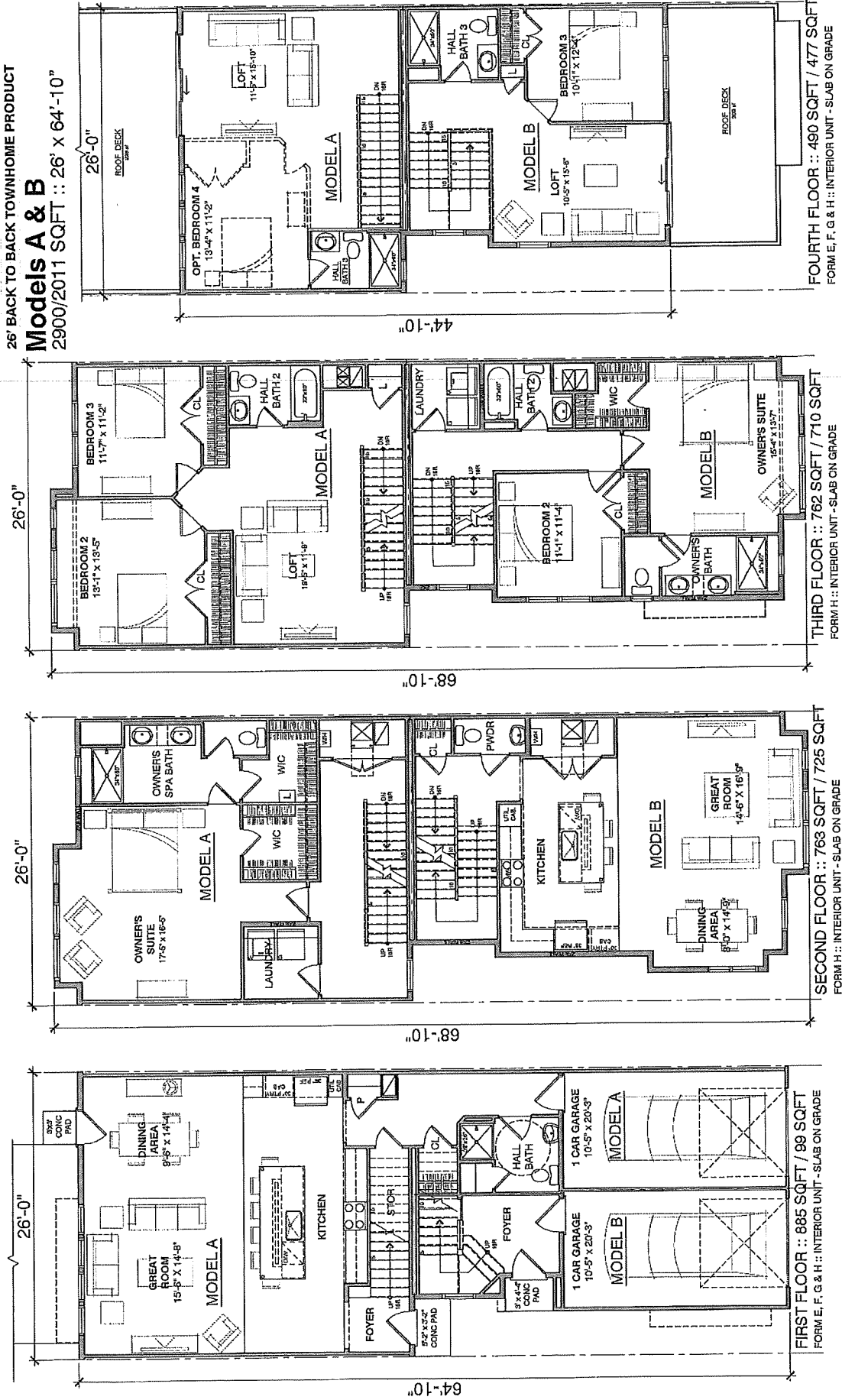
AP Triangle Townhomes

13 of 15 :: 03/03/2020

26' BACK TO BACK TOWNHOME PRODUCT

# Models A & B

2900/2011 SQFT :: 26' X 64'-10"

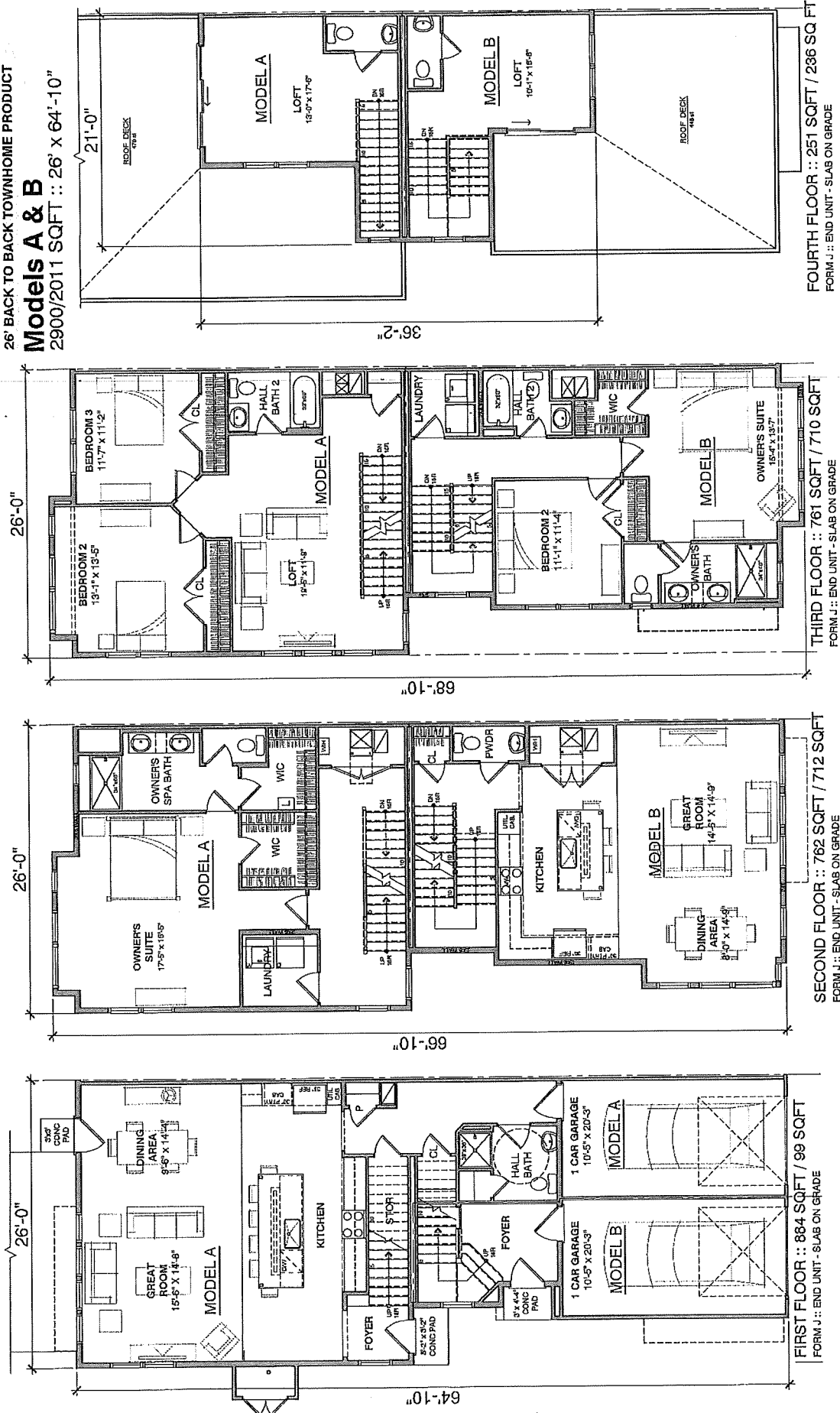


AP Triangle Townhomes

14 of 15 :: 03/03/2020



2900/2011 SQFT :: 26' x 64'-10"



# **EXHIBIT 9:**

## **Current Conditions**

**Exhibit 9: Current Conditions**

The site for the Asbury Park Triangle Townhome Development sits on approximately 2 acres of vacant land, located between Cookman Avenue to the South, Heck Street to the West and Asbury Avenue to the North, between 311-343 Cookman Avenue.



Lot 3206 looking Northwest



Lot 3203 looking South





Lot 3203 looking East



Lot 3206 looking North

**EXHIBIT 10:**  
**Current Assessment, Taxes &  
Municipal Charges**



**EXHIBIT 11:**  
**Tax Clearance Certificate; Letters  
from Zoning, Building, Code**

TAX COLLECTOR



# City of Asbury Park

MUNICIPAL BUILDING  
ONE MUNICIPAL PLAZA  
ASBURY PARK, NEW JERSEY 07712-7000  
TEL: (732) 775-2100  
FAX: (732) 502-9658

12-17-20

K. Hounanian  
\_\_\_\_\_  
\_\_\_\_\_

RE: Block 3206 Lot 1-4  
Address Various

To Whom It May Concern:

Our records for the above referenced property indicate the following status:

|                          |                                             |                                        |
|--------------------------|---------------------------------------------|----------------------------------------|
| REAL ESTATE TAXES:       | CURRENT <input checked="" type="checkbox"/> | DELINQUENT <input type="checkbox"/>    |
| SEWER CHARGES:           | CURRENT <input checked="" type="checkbox"/> | DELINQUENT <input type="checkbox"/>    |
| OTHER MUNICIPAL CHARGES: | CURRENT <u>N/A</u>                          | DELINQUENT <input type="checkbox"/>    |
| LIENS OPEN:              | YES <input type="checkbox"/>                | NO <input checked="" type="checkbox"/> |

  
\_\_\_\_\_  
Tax & Sewer Collection Office  
*verify that this information accurately reflects municipal tax records.*

Tax Collector  
Asbury Park City  
Monmouth County



Attachment: Subsequent Developer Application - 12-18-20 (2021-118 : AP Triangle Subsequent Redeveloper Agreement Amendment for K.

TAX COLLECTOR



# City of Asbury Park

MUNICIPAL BUILDING  
ONE MUNICIPAL PLAZA  
ASBURY PARK, NEW JERSEY 07712-7000  
TEL: (732) 775-2100  
FAX: (732) 502-9658

12-17-20

K. Hounanian

RE: Block 3203 Lot 1-5, 15-19  
Address Various

To Whom It May Concern:

Our records for the above referenced property indicate the following status:

|                          |                    |                  |
|--------------------------|--------------------|------------------|
| REAL ESTATE TAXES:       | CURRENT <u>✓</u>   | DELINQUENT _____ |
| SEWER CHARGES:           | CURRENT <u>✓</u>   | DELINQUENT _____ |
| OTHER MUNICIPAL CHARGES: | CURRENT <u>N/A</u> | DELINQUENT _____ |
| LIENS OPEN:              | YES _____          | NO <u>✓</u>      |

\_\_\_\_\_  
Tax & Sewer Collection Office

*Verify that this information accurately reflects  
municipal tax records.*

Tax Collector  
Asbury Park City  
Monmouth County



Attachment: Subsequent Developer Application - 12-18-20 (2021-118 : AP Triangle Subsequent Redeveloper Agreement Amendment for K.

# **EXHIBIT 12:**

## **Project Professionals**

**Exhibit 12: Project Professionals****Legal Services**

K. Hovnanian Holdings NJ, LLC  
110 Fieldcrest Avenue  
Edison, NJ 08837  
Tel: 732-623-6758  
Contact: Carl Erler, Division Counsel

**Architect**

MVMK Architecture & Design  
360 14<sup>th</sup> Street  
Hoboken, NJ 07030  
Tel: 201-386-0637  
Contact: Frank Minervini, AIA, Principal

**Civil Engineer**

Bowman Consulting Group  
303 West Main Street  
Freehold, NJ 07728  
Tel: 732-665-5500  
Contact: Sean Delaney, PE, PP, CME/Principal, Sr. Project Manager

**Landscape Architect**

BML Studio, LLC  
11 Periwinkle Dr.  
Barnegat, NJ 08005  
Tel: (609) 994-2637  
Contact: Brian M. Leff, President



# **EXHIBIT 13:**

## **Total Project Cost Estimate**

October 30, 2020

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

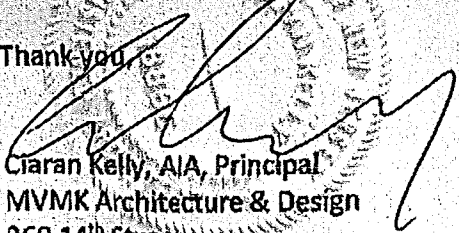
Re: Waterfront Redevelopment Area  
Application for Designation as Subsequent Developer  
AP Triangle Townhomes  
Block 3203, Lots 1-5 and Lots 15-19; Block 3206, Lots 1-4

To Whom It May Concern:

In reference to the above captioned matter, kindly note that I have reviewed both Estimated Total Project Costs set forth as Exhibit 13 (\$36,404,452), as well as the Estimated Cost per Home set forth as Exhibit 14 (\$274,727), and to the best of my information, knowledge and belief, said budgets appear to be in a reasonable range for this condominium community consisting of 48 townhomes.

Notwithstanding the foregoing, I make no guarantees or warranties concerning the aforesaid budgets or that the actual completed costs of construction will not vary materially from these estimates.

Thank you,



Ciaran Kelly, AIA, Principal  
MVMK Architecture & Design  
360 14<sup>th</sup> Street  
Hoboken, NJ 07030

**Exhibit 13: Total Project Cost Estimate****AP Triangle Townhomes - Project Cost**

| <b>Description</b>                                 | <b>Budget</b>       | <b>Cost<br/>Per Unit</b> |
|----------------------------------------------------|---------------------|--------------------------|
| <b>Land Costs</b>                                  |                     |                          |
| Land                                               | \$10,392,000        | \$216,500                |
| Closing Costs                                      | \$103,920           | \$2,165                  |
| <b>Sub-total</b>                                   | <b>\$10,495,920</b> | <b>\$218,665</b>         |
| <b>Soft Costs</b>                                  |                     |                          |
| Architects                                         | \$152,100           | \$3,169                  |
| Engineer/Environmental Consultant/DEP              | \$412,550           | \$8,595                  |
| Legal                                              | \$244,000           | \$5,083                  |
| Administrative / Finance Fees/Realty Transfer Fees | \$2,701,542         | \$56,282                 |
| Marketing                                          | \$1,695,450         | \$35,322                 |
| Real Estate Taxes                                  | \$288,000           | \$6,000                  |
| Overhead                                           | \$720,000           | \$15,000                 |
| Insurance/Administrative                           | \$2,516,769         | \$52,433                 |
| Permits / Fees                                     | \$516,274           | \$10,756                 |
| Utilities                                          | \$25,000            | \$521                    |
| Other Costs                                        | \$240,000           | \$5,000                  |
| <b>Sub-total</b>                                   | <b>\$9,511,685</b>  | <b>\$198,160</b>         |
| <b>Hard Costs</b>                                  |                     |                          |
| Estimated Construction Budget                      | \$13,186,896        | \$274,727                |
| Site Work                                          | \$3,209,951         | \$66,874                 |
| <b>Sub-total</b>                                   | <b>\$16,396,847</b> | <b>\$341,601</b>         |
| <b>Totals</b>                                      |                     |                          |
| Land Costs                                         | \$10,495,920        | \$218,665                |
| Soft Costs                                         | \$9,511,685         | \$198,160                |
| Hard Costs                                         | \$16,396,847        | \$341,601                |
| <b>Project Cost Total</b>                          | <b>\$36,404,452</b> | <b>\$758,426</b>         |

# **EXHIBIT 14:**

## **Cost Estimates for Each Unit Type**



October 30, 2020

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

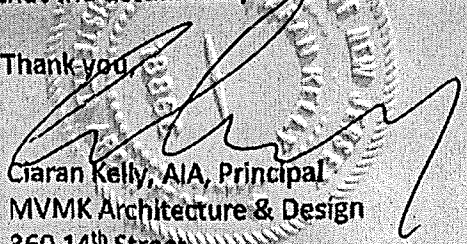
Re: Waterfront Redevelopment Area  
Application for Designation as Subsequent Developer  
AP Triangle Townhomes  
Block 3203, Lots 1-5 and Lots 15-19; Block 3206, Lots 1-4

To Whom It May Concern:

In reference to the above captioned matter, kindly note that I have reviewed both Estimated Total Project Costs set forth as Exhibit 13 (\$36,404,452), as well as the Estimated Cost per Home set forth as Exhibit 14 (\$274,727), and to the best of my information, knowledge and belief, said budgets appear to be in a reasonable range for this condominium community consisting of 48 townhomes.

Notwithstanding the foregoing, I make no guarantees or warranties concerning the aforesaid budgets or that the actual completed costs of construction will not vary materially from these estimates.

Thank you,



Ciaran Kelly, AIA, Principal  
MVMK Architecture & Design  
360 14<sup>th</sup> Street  
Hoboken, NJ 07030



**Exhibit 14: Cost Estimates for Each Unit Type****AP Triangle Townhomes - Cost Estimates for Each Unit Type**

| <b>Unit Type</b>          | <b>Quantity</b> | <b>Floors</b> | <b>SF</b>    | <b>Cost<br/>Per Unit</b> |
|---------------------------|-----------------|---------------|--------------|--------------------------|
| MODEL B - INT             | 18 units        | 4             | 1,987        | \$243,037                |
| MODEL A - INT             | 18 units        | 4             | 2,900        | \$307,012                |
| MODEL B - MEZZANINE - END | 6 units         | 3             | 1,757        | \$241,737                |
| MODEL A - MEZZANINE - END | 6 units         | 3             | 2,658        | \$305,932                |
| <b>Total / Average</b>    | <b>48 units</b> |               | <b>2,385</b> | <b>\$274,727</b>         |

# **EXHIBIT 15:**

## **Project Proforma**

**Exhibit 15: Project Proforma****AP Triangle Townhomes - Project Proforma**

| <b>Description</b>       | <b>Amount</b>      | <b>Notes</b>                               |
|--------------------------|--------------------|--------------------------------------------|
| Gross Sales              | \$38,639,520       |                                            |
| Less: Project Cost       | \$36,404,452       | See Exhibit 13 for detailed cost breakdown |
| <b>Profit Projection</b> | <b>\$2,235,068</b> |                                            |

**AP Triangle Townhomes - Per Unit Sales Prices**

| <b>Unit Type</b>          | <b>Total<br/>Sales Price</b> | <b>Quantity</b> | <b>Per Unit<br/>Sales Price</b> |
|---------------------------|------------------------------|-----------------|---------------------------------|
| MODEL B - INT             | \$13,319,820                 | 18              | \$739,990                       |
| MODEL A - INT             | \$15,479,820                 | 18              | \$859,990                       |
| MODEL B - MEZZANINE - END | \$4,559,940                  | 6               | \$759,990                       |
| MODEL A - MEZZANINE - END | \$5,279,940                  | 6               | \$879,990                       |
|                           | <b>\$38,639,520</b>          | <b>48</b>       | <b>\$804,990</b>                |

# **EXHIBIT 16:**

## **Project Financing Plan**

**Exhibit 16: Project Financing Plan**

The project constructed by AP Triangle LLC will be financed by iStar Inc. (or its affiliate) or a third party financial institution subject to, among other things:

1. The receipt of an acceptable Long Term Tax Exemption (PILOT) for the project and the issuance of Redevelopment Area Bonds for the project payable from revenues received from a special assessment on the units in the project pursuant to a Project Finance Agreement, all as accepted and approved by AP Triangle LLC, an affiliate of iStar Inc.;
2. Review and acceptance of all final construction documents and issuance of building permits;
3. Final review and approval of all infrastructure installation requirements;
4. Estimated Third party financial institution financing for the following:

| Category                   | Financing Amount – (Estimated) |
|----------------------------|--------------------------------|
| Home Construction          | \$13,398,487                   |
| Land Development/Site Work | \$1,475,545                    |

and

5. Such other usual terms and conditions as AP Triangle LLC, an affiliate of iStar Inc., may deem reasonable and appropriate.



# **EXHIBIT 17:**

## **Project Financing Commitments**



August 12, 2020

K. Hovnanian's Cove at Asbury Park Urban Renewal Entity, LLC  
 Attn: Jonathan Fisher  
 110 Fieldcrest Avenue  
 Edison, NJ 08837

Re: Construction financing for the acquisition and development of land to be subdivided from a portion of the real estate located at Asbury Avenue and Heck Street in Asbury Park, NJ. Project to consist of three (3) 16-unit buildings with a total of 48 townhomes that will be built and sold to third party purchasers (Block 3203, Lots, 1-4, 16-19, portions of Lots 5 and 15; Block 3206, Lots 1-3 and portion of Lot 4)

Dear Mr. Fisher:

We are pleased to inform you that Amboy Bank has approved your application for a \$6,930,000 Non-Revolving Line of Credit and a \$9,380,000 Revolving Line of Credit subject to the following conditions:

1. **BORROWER and MORTGAGOR:**

K. Hovnanian's Cove at Asbury Park Urban Renewal Entity, LLC, a limited liability company of the State of New Jersey.

**This commitment is being issued in reliance upon the Borrower's financial standing, as set forth in the financial statements and other information, which has been submitted.**

2. **GUARANTOR:**

None, Non-Recourse

3. **PRINCIPAL AMOUNT:**

Note A: Non-Revolving Line of Credit

\$6,930,000 (Six Million Nine Hundred Thirty Thousand and 00/100 U.S. Dollars) for land acquisition and site development of three (3) 16 unit buildings with a total of 48 townhomes allocated as follows:

|                  |             |
|------------------|-------------|
| Land Acquisition | \$5,200,000 |
| Site Development | \$1,730,000 |

Note B: Revolving Line of Credit

\$9,380,000 (Nine Million Three Hundred Eighty Thousand and 00/100 U.S. Dollars) (\$293,125/townhome) to build up to 32 townhomes at one time. A total of 16 specs (1 building) will be allowed. Prior to the start of construction of the second and third building a minimum of 8 sales contracts will be required for the Bank to fund the second or third building.

TO: K. Hovnanian's Cove at Asbury Park Urban Renewal Entity, LLC Page 2  
 DATE: August 12, 2020

It is understood and agreed that the total principal amount of the loan outstanding cannot exceed at any time, the Bank's legal lending limit as prescribed by various rules, laws, and regulations governing this Bank. The Bank's legal lending limit as of July 28, 2020 is \$59,686,000.

**4. PROPERTY TO BE MORTGAGED:**

First mortgage on land located at Asbury Avenue and Heck Street in Asbury Park, Monmouth County, NJ, Block 3203, Lots, 1-4, 16-19, portions of Lots 5 and 15; Block 3206, Lots 1-3 and portion of Lot 4 to be developed with (3) 16-unit buildings with a total of 48 townhomes.

**5. ADDITIONAL SECURITY:**

All documents relating to the Loan must constitute legal, valid and binding obligations of Borrower, enforceable in accordance with their terms and conditions and free from any right of setoff, counterclaim or other defense.

The Loan will be secured by perfected liens and security interests in good, unencumbered, and marketable title on the following collateral:

- a) Title insured first mortgage lien on the Mortgaged Premises;
- b) Absolute Assignment of Leases and Rents from all present and future tenants, in recordable form;
- c) Assignment of Plans and Specifications and other related engineering data concerned with the project and structures to be erected thereon, which are to be assigned to the Bank;
- d) Blanket Security Agreement and UCC-1 Financing Statements filed with the Secretary of State of New Jersey and Monmouth County Clerk's office necessary to perfect the Bank's lien covering non-realty items used in the operation of the property and/or the business.

Wilmington Trust National Association will be allowed to have subordinate UCC filings on all assets of the Borrower in connection with public debt offerings of Hovnanian Enterprises Inc., and such interests shall not be considered an event of default under the loan documents. However, secondary mortgage financing will be prohibited.

**6. INTEREST RATE:** Note A and Note B

Prime + 1.00% floating with a floor 5.00%.

J.P. Morgan Chase Prime Rate being used as reference/ index/ benchmark. All computations of interest shall be calculated over a year of 365/366 days as appropriate divided by a 360 day factor.

**7. TERM OF LOAN:** Note A and Note B

Twenty Four (24) months from date of closing.

TO: K. Hovnanian's Cove at Asbury Park Urban Renewal Entity, LLC

Page 3

DATE: August 12, 2020

Each Note will have a twelve (12) month extension option subject to the following:

- No event of default.
- Project achieving 80% of absorption as projected in Appraisal.
- Borrower shall replenish interest reserve as deemed necessary by lender.

**8. LOAN PAYMENTS:** Note A and Note B

The loans shall be interest only and paid monthly on funds previously advanced and shall be computed on actual days elapsed divided by a 360 day factor.

**9 REPAYMENT/  
RELEASE**

Principal is payable as follows:

125% acceleration for land and site advanced, or \$180,875/ townhome (Note "A") until all obligations are paid) and 100% for construction advanced. (Note "B").

**10. MATURITY:**

In the event the maturity date is reached and all payments are current, this Note will become due on demand under the exact terms and conditions set forth originally with exception only to the payment of balloon principal, maturity date and the interest rate.

The interest rate will be increased by 2.00% at maturity until this DEMAND NOTE is paid in full or renegotiated by Lender and Borrower, and will be subject to:

- A. 30 day notice from Bank demanding full payment,  
or
- B. Commitment from Bank under terms and conditions mutually agreed upon whereby a formal modification/ continuation agreement will be executed by both lender and Borrower and made a part of these documents.

**11. LATE CHARGE:**

The undersigned agrees to pay a "late charge" of five percent (5.00%) for each dollar of each payment fifteen (15) days in arrears to cover extra expenses involved in handling delinquent payments.

**12. DEFAULT  
INTEREST:**

In the event the non-payment of principal and/or interest exceeds 30 days in arrears, or the breach of the loan covenants, the rate of interest charged will then be increased by five percent (5.0%) until the arrearage is paid in full.

**13. FEES:**

**Loan Processing and Facility Fees:**

**Advance Fee:** Note A and Note B 1% of each advance  
(due at time of each advance)

**Inspection Fee:** (due at time of each advance) \$500/inspection



TO: K. Hovnanian's Cove at Asbury Park Urban Renewal Entity, LLC

Page 4

DATE: August 12, 2020

**Appraisal Fee:** (due at closing) \$4,375  
**Attorney Fee:** (due at closing) \$15,500  
 (plus search and photocopy fees, etc.)

14. **ACCOUNT**

**ESTABLISHMENT:** **Depository Account.** As a condition of approval of the Loan, Borrower shall be obligated to open their primary operating account for K. Hovnanian's Cove at Asbury Park Urban Renewal Entity, LLC with Amboy Bank. The depository account with the Bank must be opened prior to the closing of the Loan and must be maintained throughout the term of the Loan. The Loan will not close without prior establishment of a depository relationship with Bank. Borrower's failure to maintain its primary operating account with Bank during the term of the Loan shall constitute an Event of Default, pursuant to which the Bank shall have the right to avail itself to all rights and remedies under the Loan Documents, including, but not limited to an increase in the applicable Interest Rate by five percent (5.0%) to the Default Rate of interest.

**Automatic Payment Deduction.** The Interest Rate for this commitment is based on automatic monthly Loan payments drawn from the Borrower's primary operating account held at Amboy Bank. Without this arrangement, the Interest Rate will be increased by one-half percent (.50%). Discontinuation of the auto payments during the life of the Loan will result in an Interest Rate increase of one half of one percent (.50%).

15. **APPLICABLE  
LAW:**

This commitment and loan contemplated hereunder shall be governed by New Jersey law.

16. **SPECIAL  
CONDITIONS:**

Special Conditions that are required, prior to closing.

- *This loan is non-recourse to the Borrower* (JF)
- Satisfactory receipt and review of the Operating Agreement in the name of K. Hovnanian's Cove at Asbury Park Urban Renewal Entity, LLC.
- Completed Certification of Beneficial Owner(s) and Authorized Individual(s) with significant management responsibility form.
- Satisfactory receipt and review of Appraisal is required for the subject property, showing an "As Is", "As Improved" and "Gross Sell Out Discounted" value, with maximum LTV of 70%.
- Satisfactory receipt and review of Preliminary Assessment/Phase 1 Environmental Report for the subject property.
- Borrower to contribute \$770,000 of equity towards the total cost of the \$2,500,000 site improvements prior to Amboy funding any portion of the site improvement loan.
- All necessary approvals must be in place prior to closing- *construction*



TO: K. Hovnanian's Cove at Asbury Park Urban Renewal Entity, LLC  
 DATE: August 12, 2020

Page 5

- Land being acquired at closing must be transferred to Borrowing Entity K. Hovnanian's Cove at Asbury Park Urban Renewal Entity, LLC prior to loan closing.
- The Borrower's contributed capital is required to remain in the Project until the credit facility is paid in full. *except where amended*
- Bank standard Carve-Out Conditions from A through P must be added to the loan closing documents (see attachment) *to be default only*
- In the event the Borrowing entity's Parent company files for bankruptcy during the term of the loan, the Bank shall no longer be obligated to fund any spec units and the commitment amount shall be reduced accordingly. *JP*
- Amboy Account must be used as the primary source of auto debit for the loan/interest payments.

#### Financial Reporting Conditions:

- Annual receipt and satisfactory review of Business Tax Returns of the Borrower within 30 days of filing, but in no event later than November 30th. *Borrower's internal financial statements as of 10/31 of each year.*
- Copies of all contracts of sales as entered into. *JP*

#### 17. OTHER TERMS & CONDITIONS

##### Interest Reserve:

- \$300,000 in interest reserve will be posted by the Borrower at closing and is sufficient to cover initial six months of interest for the proposed loans.
- Interest will be replenished by the Borrower as needed for the project.

#### 18. PRE-REQUISITES TO LOAN CLOSING:

Prior to the closing, the Borrower must supply the Bank and its counsel, in satisfactory form the following:

- a) A preliminary report on title and commitment to issue a title insurance policy insuring the first lien priority of the mortgage granted to the Bank under the Loan Documents, subject only to those exceptions approved by counsel for Bank in its sole and absolute discretion, with such reinsurance or coinsurance as the Bank may require. Post-Closing, the Bank shall receive said title policy.
- b) The Bank must be presented with proof of Liability (ACORD 25) insurance for the Mortgaged Premises (for at least one (1) year-with 30 day notice period) naming Amboy Bank ISAOA ATIMA as Additional Insured, Bank Loss Payee and Bank's Loss Payable (Amboy Bank, ISAOA, ATIMA, 3590 US Highway 9, Old Bridge, NJ 08857) in the following amounts:

Hazard/Casualty:

TO: K. Hovnanian's Cove at Asbury Park Urban Renewal Entity, LLC  
 DATE: August 12, 2020

Page 6

Loan amount or full replacement cost

General Liability:  
 \$1,000,000/\$2,000,000 (aggregate);

Flood Insurance:

If the Mortgaged Premises is located in a flood zone as so designated by the Director of the Federal Emergency Management Agency (FEMA), you will be required to apply for and obtain a full flood insurance policy in an amount equal to the amount of the Loan (or the maximum amount available, whichever is less). The policy must name the Bank as Mortgagee as follows: Amboy Bank, its successors and/or assigns, 3590 US Highway 9, Old Bridge, NJ 08857. The policy must state that the insurance company will notify Amboy Bank at least thirty (30) days prior to any cancellation or non-renewal of the policy. You must also present at or prior to Loan closing, some form of proof, acceptable to the Bank, of the first year's premium paid-in-full.

*Attached to and made a part of this Commitment Letter is a Flood Hazard Certificate for your property as same pertains to the need for you to obtain flood insurance.*

- Asbury Park* (C)
- c) Certified copy of the Resolution of the Monmouth County Planning Board granting the final approval of project to include township engineer site improvement cost sheet, filed map, and proof of publication of final approval.
  - d) Flood Hazard Certification confirming no part of the Mortgaged Premises to be in a special Flood Hazard Zone.
  - e) **Certification of Beneficial Owners for Legal Entity Clients:**  
**Attached to this Commitment Letter is a form required to be completed by the Borrower as a means to identify and document information for individuals who own and/or control a legal entity. This form must be completed in its entirety, signed and returned along with a copy of driver's licenses for all Beneficial Owners and any Individuals with Significant Management Responsibilities.**
  - f) Certified true copy of Performance and Surety bonds posted with the City of Asbury Park, Monmouth County, New Jersey, together with receipts for premiums paid, if required by the City of Asbury Park.
  - g) Confirmation by Local Sewerage Authority confirming tie-in ability, capacity and payment of all required fees for posting all bonds. Borrower to provide copy of TWA permit, if required.



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 DATE: August 12, 2020

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- h) Builder's Risk Insurance Policy naming the Bank thereon as Mortgagee in an amount acceptable to the Bank with reference to the project. Same to contain clause requiring the Insurance Company to notify the Bank thirty (30) days prior to cancellation or non-renewal of the policy. A paid receipt is to be submitted to the Bank with the policy.
- i) Written confirmation from utility companies confirming all utilities including, but not limited to, water, sewer, electric and gas are all available to the project and to each residence to be constructed thereon.
- j) Appropriate Resolution to Borrower and supporting documents indicating legal existence and good standing of Borrower.
- k) Note, Construction Mortgage, Construction Loan Agreement and such other documentation as may reasonably be required by the Bank or its Counsel.
- l) Bank's counsel to be supplied with a title insurance binder issued by a title insurance company licensed to do business in the State of New Jersey, together with an outbound survey of the project in form and amount satisfactory to the Bank and the Borrower's title insurance company (See Amboy Title Agency attachment).
- m) Such other documentation as may reasonably be required by the Bank or its counsel prior to closing to prove that all project related approvals are in place.

for filed  
 subdivision  
 map  
 (1/2)

#### 19. ADVANCES:

Construction loan advances shall be made pursuant to a Loan Agreement between Borrower and Bank and based upon a Schedule to be attached ~~hereto~~ and made a part hereof. ~~thereto~~ (cc)

The improvements shall be constructed to our satisfaction, and in full compliance with the rules and regulations of all Governmental Agencies having jurisdiction, in accordance with the plans and specifications submitted to the Bank, unless consent to a modification has been agreed to by the Bank. The Borrower shall proceed diligently with construction subject to delays beyond his control, of which we are to be notified promptly in writing.

We will make construction advances not more frequently than once a month based upon your submission of the Contractor's requisitions for material and labor in place, including payments to and/or due to subcontractors, in accordance with a construction cost schedule to be supplied. Requisitions shall be submitted to Bank using Form AIA Document G702/703. The requisitions will be certified to Borrower and Bank by an approved architect or engineer and accepted by you. This requisition shall be submitted to the Bank at least ten (10) days before same is due, to allow for inspection and approval by an independent appraiser, professional engineer or architect of our choice, whose services will be at your expense. We will then authorize disbursement of the amount so approved.

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We will require a set of plans and specifications, a copy of the Construction Contract and a trade cost breakdown scheduled for this project to be delivered to us as soon after acceptance of this commitment as possible.

It is the intent of this commitment that the undisbursed portion of the Loan shall, at all times, be sufficient to complete the project in accordance with the plans and specifications. The Bank shall bear no responsibility for disbursements beyond cost expenditures and the Borrower shall at all times be responsible for repayment of these amounts.

No substantial revision of the approved Plans and Specifications, which revisions either: (a) affect the nature of the Project; or (b) in the aggregate increase the cost of the Project by more than ten percent (10%) as shown on the Project Development Budget, may be made without the prior express written consent of the Bank.

20. Prior to any advances, the Borrower must supply the Bank and its counsel, in satisfactory form, with the following:
  1. A Letter of Non-Applicability, together with supporting affidavit, issued by Department of Environmental Protection relating to the requirements of the Industrial Site Recovery Act ("ISRA"), if applicable.  
 In the event ISRA applies, either a Negative Declaration or a Clean-up Approval evidencing compliance.
  2. In the event of the existence of underground storage tanks, proof relating to the condition thereof and proof that the underground tanks comply with the Underground Storage Tank Act, if applicable.
  3. The Borrower agree to all reasonable conditions required by the Bank designed to protect the Bank and the Mortgaged Premises from the effects of the New Jersey Industrial Site Recovery Act ("ISRA"), Spill Compensation and Control Act (N.J.S.A. 58:10-23 et amended), the New Jersey Underground Storage Tank Act, as amended, N.J.S.A. 58:10A-21 et sq. ("UST") and such other applicable, present, and future legislature, rules and regulations. The Borrower additionally agree to pay any costs required to comply with any of the above conditions.
  4. Deliver at closing an Environmental Indemnification Agreement whereby the Borrower agree to hold harmless and indemnify the Bank from any claims or action arising from any environmental issues or liabilities arising from this Project.
21. **APPRAISAL:** This Loan commitment is subject to current confirmation of value certified to the Bank by an authorized appraiser approved by the Bank, at your expense, in an amount acceptable to us, it being the intent that this Loan shall not exceed 70% LTV of the "As Is", "As Improved" and "Gross Sell Out Discounted" appraised value. The cost of the appraisal is \$4,375.



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22. **CONSTRUCTION**

**FINANCING SIGN:** Borrower hereby permits the Bank to erect at the Mortgaged Premises a sign for display setting forth that the Bank is providing the financing for the costs associated with the construction of the improvements on the Mortgaged Premises. If such sign is provided by the Bank, Borrower agree to obtain the necessary permits required to erect said sign and provide a permanent and suitable location for its display for the duration of the construction of the Project, *subject to municipal approval.*

23. **THIS COMMITMENT SHALL NOT BE ASSIGNABLE BY THE BORROWER.**

24. Additional financing of any sort shall be prohibited unless the Bank has agreed to same in writing.

25. **NOTICE:** The interests of the Borrower and Bank are or may be different and may conflict. The Bank's attorney represents only the Bank and not the Borrower. Therefore, the Borrower is advised to employ an attorney of the Borrower's choice to represent the Borrower's interest, licensed to practice law in the State of New Jersey.

We have been advised that you have selected Robert J. Curley, Esq. Smith Curley, LLC, 476 Broad Street, 2<sup>nd</sup> Floor, Shrewsbury, New Jersey 07702 for obtaining a Mortgage Title Insurance Policy, satisfactory to the Bank. (See Amboy Title Agency attachment)  
 You will be responsible for all closing costs.

26. The Borrower must pay the Bank's attorney's fees and disbursements in connection with the Borrower's Loan whether or not the Loan closes. The fee will be based upon time expended as necessary to close the Loan transaction in accordance with the terms of this commitment including, but not limited to, review of the Loan Commitment, title and other searches, surveys, document preparation, review of the Loan condition compliance, and Loan closing. The fee will be calculated at an hourly rate. Based upon the information provided by the Borrowers to date, the estimated legal fee is \$15,500 plus disbursements.

In the event of unforeseen title or regulatory problems, incomplete submissions by the Borrower's attorney, or a revision of this Commitment or the like, the legal fee will be increased by an amount commensurate with the amount of additional time expended.

If the legal fee materially exceeds the estimate, then the Bank will notify the Borrower once the Bank becomes aware of such change. To the extent that it is feasible, notification of any material increase in fee will be provided prior to closing.

All documentation referred to in this commitment or contemplated thereby shall be prepared by Bank's counsel, Michael J. Vitiello, Esq., Giordano, Halleran & Ciesla, 125 Half Mile Road, Suite 300, Red Bank, New Jersey 07701-6777 (732)741-3900.

27. The mortgage shall contain the following clause: If the Mortgagee shall be made a party to, or shall intervene in, any action or proceeding affecting the Mortgaged Premises or the title thereto of the interest of the Mortgagee under this mortgage, or if the Mortgagee employs an attorney to represent it in any of the foregoing instances, the Mortgagee shall be reimbursed by the Mortgagor for all costs, charges or other expenses, including, but not limited to attorney's fees, court costs, out-of-pocket expenses, officer and staff time incurred by it in any such case. All such sums of money so paid shall be added to the amount due on the principal indebtedness, and shall be payable on demand with interest at the rate hereinabove



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mentioned from the time of such payment by the Mortgagee, and upon the failure of the Mortgagor to pay the same to the Mortgagee on demand, the unpaid principal indebtedness aforesaid, at the option of the Mortgagee, shall become and be due immediately thereafter, anything contained herein or in the obligation to the contrary notwithstanding.

28. This commitment is subject to all the rules, regulations and laws governing this Bank and to all governmental laws, rules, regulations and restrictions now or hereafter affecting the improvements of the financing therein.
29. The Bank reserves the right to revoke this commitment at any time if in the Bank's sole opinion:
- a) The value of the Mortgaged Premises has been impaired or diminished;
  - b) Your credit standing has been adversely changed;
  - c) Your ability to make Loan payments has been affected;
  - d) The title to the property is not acceptable to Bank;
  - e) If the title company selected by you refuses to insure the validity or priority of the Bank's mortgage lien;
  - f) If any term or condition of this commitment is not complied with;
  - g) If the Bank is in any way prohibited by any law, rule or regulation from closing this mortgage loan in accordance with this commitment;
  - h) Any statements contained in the mortgage application, the terms of which are incorporated herein by reference, are found to be incorrect.

**ACCEPTANCE OF AMBOY TITLE INSURANCE:**

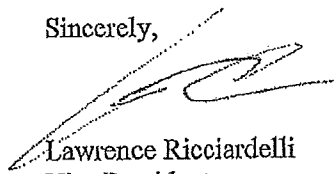
If you choose to use Amboy Title Agency simply check the "yes" box below. The Bank will forward the necessary information to Amboy Title Agency, and you will be contacted if any further action is required on your part. If you choose not to use Amboy Title Agency, you must check the "no" box below and you will be required to provide the Bank with a title policy before closing the proposed loan.

- ☐ **Yes**, I want to obtain my Title Policy through Amboy Title Agency. I understand that I am under no obligation to do so and that obtaining or closing the proposed Loan is not condition on my using Amboy Title Agency.
- ☐ **No**, I do not want to obtain my Title Policy through Amboy Title Agency. I understand that I will be required to supply Amboy Bank with a Title Policy from a title insurance agent or title company that meets the requirements outlined in this commitment letter.

Please indicate your acceptance of this loan commitment by executing the original and returning it to us within ten (10) days from this date together with the required fees (if any) as set forth herein.

This commitment will automatically expire one hundred twenty (120) days from date of commitment, if the closing of this loan has not taken place within said period.

Sincerely,



Lawrence Ricciardelli  
 Vice President  
 Commercial Lender

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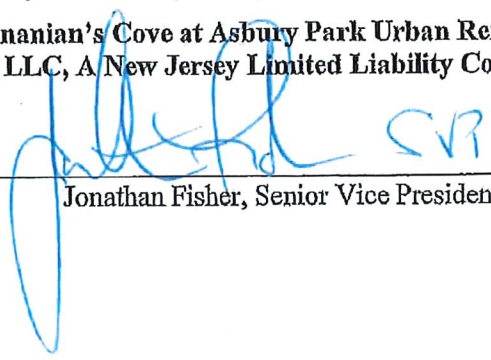
DATE: August 12, 2020

**TO AMBOY BANK:**

**THE UNDERSIGNED HAVE READ AND UNDERSTOOD THE TERMS OF THIS LOAN COMMITMENT AS WELL AS ANY AMENDMENTS THERETO OR ATTACHMENTS TO SAME. I/WE HEREBY ACCEPT YOUR LOAN OFFER AND HAVE SIGNED THE ATTACHED FLOOD HAZARD NOTICE LETTER, COMPLETED CERTIFICATION OF BENEFICIAL OWNERS FOR LEGAL ENTITY CLIENTS AND COPY OF DRIVER'S LICENSE.**

**BORROWER:**

**K. Hovnanian's Cove at Asbury Park Urban Renewal Entity, LLC, A New Jersey Limited Liability Company**

By: 

Jonathan Fisher, Senior Vice President

**K. Hovnanian's Cove at Asbury Park Urban Renewal Entity, LLC: Carve-Out Addendum**

The Parent company's corporate counsel, indicated that several of the carve out conditions are in violation of bond indentures. Therefore, to alleviate any potential indenture violations the "bold" conditions will be amended only to a "default". Carve outs will include the following:

- A. Voluntary filing of bankruptcy or reorganization proceeding (default)
- B. Frivolous or bad-faith claims of lender liability (default)
- C. Frivolous or bad-faith delaying tactics and opposition to foreclosure. (default)
- D. Fraud or material misrepresentation involving material misrepresentation regarding the borrower, the loan, the rental income from the property, the sales contract of the property, or the condition of the property.
- E. Undisclosed or newly discovered environmental contamination and related claims
- F. Borrower caused damage, physical waste, particularly if intentional or in bad faith, or any act or failure to act which materially reduces the value of the subject property.
- G. Misapplication, misappropriation, or failure to account for tenant security deposits or rents.
- H. Failure to deliver security deposits, advance rents, and other tenant funds to the lender upon foreclosure. (Not Applicable)
- I. Diversion of insurance proceeds other than to restoration of the property or pay down of the loan.
- J. Loss resulting from failure to maintain insurance as required by the loan documents.
- K. Damages attributable to fraud or misrepresentation at inception of the loan.
- L. Removal or disposition of portions of the collateral reducing the value of the property (default)
- M. Failure to pay the real estate taxes, special assessments or other levies or assessments constituting a lien against all or a portion of the Mortgaged Property.
- N. The sale, transfer, alienation or conveyance of the Mortgaged Property, or any part thereof or interest therein, without the prior express written consent of the Bank. (default)
- O. Any type of secondary financing without the prior express written consent of the Bank. (default)
- P. Any seizure or forfeiture of the Mortgage Property pursuant to federal, state or local laws, except by eminent domain.(default)

# **EXHIBIT 18:**

## **Project Schedule**

EXHIBIT 18PROJECT SCHEDULE

The schedule listed below outlines the general construction timing for the project, which assumes that all unappealable government approvals were previously obtained, and that all required municipal action has been undertaken for the Project to commence. Assumes work within the ICR is completed, there are no weather or other force majeure delays, and construction of the Project can proceed on an uninterrupted basis.

| <u>Task</u>                                                                                | <u>Deadline</u>  |
|--------------------------------------------------------------------------------------------|------------------|
| Hold Preconstruction Meeting with City                                                     | February 1, 2021 |
| Obtain Construction and Building Permits                                                   | March 1, 2021    |
| Construction Start                                                                         | April 1, 2021    |
| Infrastructure and Necessary On Site Work Completed To Start Buildings & Public Open Space | July 15, 2021    |
| Phase I - Open Space Completed                                                             | October 1, 2021  |
| Phase I - Deliver Bldg. Two (16 units) with RAO*                                           | February 1, 2022 |
| Phase II - Deliver Bldg. Three (16 units) with RAO*                                        | August 15, 2022  |
| Phase III - Deliver Bldg. One (16 units) with RAO*                                         | February 1, 2023 |
| Finish Construction/Final Top Coat                                                         | March 1, 2023    |

\*Each subdivided lot will be remediated separately receive an individual RAO from a NJ LSRP prior to the first closing in each Building.



# **EXHIBIT 19:**

## **Summary of Project Benefits**

**Exhibit 19: Statement of Project Benefits****1. ECONOMIC BENEFITS AND EMPLOYMENT:**

In addition to the project's ongoing fiscal benefits to the City in the form of annual service charges, the construction phase of the proposed development will provide the following economic benefits to the Monmouth County region:

- a. **Direct effect:** Approximately 140 total construction jobs.
- b. **Indirect effect:** The construction project will support 38 jobs in other supporting industries.
- c. **Induced effect:** The spending of wages generated by the construction project will support approximately 58 jobs in other industries.
- d. The construction of the project will result in approximately \$38 million in output or economic production within Monmouth County.

Given the scope of the AP Triangle Townhomes project, it is not anticipated that union or prevailing wages will be paid. A general contractor will be responsible for all pay scales, but they are expected to fall in line with other construction pay scales for the area. In coordination with the developer, the general contractor will advertise for local employees as well as reach out to groups such as Interfaith Neighbors for their contacts in Asbury Park area. It should be noted that the general contractor works in the Asbury Park area and has current employees that live in Asbury Park.

**2. ENVIRONMENTAL:**

The site is currently being cleaned up to NJDEP standards. Once complete, the applicant will obtain a Response Action Outcome. Additional work completed will include:

- a. **Heck Street:** Installation of curb-cuts and storm drainage per Approved Development Plan and relocation and re-installation of street lights, trees, trash cans or other streetscape items as required by or in order to facilitate the implementation of the Approved Development Plan.
- b. **Asbury Avenue:** Installation of curb-cuts and storm drainage per Approved Development Plan and relocation and re-installation of street lights, trees, trash cans or other streetscape items as required by or in order to facilitate the implementation of the Approved Development Plan.
- c. **General:** Utilize existing sanitary laterals, arrange and pay applicable utility provider all costs for natural gas, electric, water and cable TV service.

**3. MUNICIPAL REVENUE:**

The AP Triangle Townhomes project as a development within the Waterfront Redevelopment Area will be funding the infrastructure fees.

- a. The Utility/Sewer fee is \$4,547.00 per unit, totaling \$218,256.00.
- b. **Annual Tax Revenue:** Currently AP Triangle LLC pays annual taxes of \$115,653.60. Based on a gross sell out of the units, annual tax revenue generated from the PILOT payment to the City will be approximately \$419,820.27.

This new development will be an exemplary display of the architectural vision outlined in the Waterfront Redevelopment Plan, and will bring a fresh and vibrant feel to the Prime Renewal Area.

**SECOND AMENDMENT OF THE SUBSEQUENT DEVELOPER AGREEMENT**  
**between**  
**THE CITY OF ASBURY PARK, ASBURY PARTNERS, LLC, AND AP TRIANGLE,**  
**LLC, (“APT”)**  
**and**  
**CONSENT TO TRANSFER THE AP TRIANGLE PROJECT**  
**To K HOVNANIAN’S COVE AT ASBURY PARK URBAN RENEWAL, LLC**

This Consent to Transfer the Interest of APT to K Hovnanian’s Cove at Asbury Park Urban Renewal, LLC and Second Amendment of the Subsequent Developer Agreement between The City of Asbury Park, Asbury Partners, LLC, and AP Triangle, LLC (this “Amendment”), dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, is by and among The City of Asbury Park (the “City”), 1 Municipal Plaza, Asbury Park, New Jersey, 07712, Asbury Partners, LLC, with offices at c/o iStar, attn.: Brian Cheripka, 1114 Avenue of the Americas, 39<sup>th</sup> Floor, New York, New York 10039 and AP Triangle, LLC, a New Jersey limited liability company with offices at c/o iStar, attn.: Brian Cheripka, 1114 Avenue of the Americas, 39<sup>th</sup> Floor, New York, New York 10039, and K Hovnanian’s Cove at Asbury Park Urban Renewal, LLC, a New Jersey limited liability company with offices at 110 Fieldcrest Avenue, Edison, New Jersey 08837 (“K Hovnanian”).

**WHEREAS (#1)**, the City, Asbury Partners, as Master Developer (“Master Developer”) and APT entered into that certain Subsequent Developer Agreement dated December 18, 2020 (the “Original Subsequent Developer Agreement”), a full, executed copy of which is on file in the City’s offices at City Hall, and the First Amendment to the Original Subsequent Developer Agreement, dated -----, (“First Amendment”) relating to the development of real property designated on the tax map of the City of Asbury Park (the “Project Site”) as Block 3203, Lots 1-5 and 15-19, and Block 3206, Lots 1-4 a/k/a Block 3801, Lots 1.01, 1.03, 1.04 and 1.05 as shown on the Subdivision Map prepared by Bowman Consulting and filed with the Monmouth County Clerk’s Office on January 19, 2021; and construction of: 48 residential condominium townhomes in three separate buildings to be located on Block 3801, Lots 1.01, 1.03 and 1.05 (hereinafter collectively referred to as the “Development Lots”) and the creation of landscaped public open space upon Block 3801, Lot 1.04 (hereinafter referred to as the “Public Open Space Lot”) which Lots have all been deemed to be in need of redevelopment (the Development Lots and the Open Public Open Space Lot are collectively referred to as the “Project”); and

**WHEREAS (#2)**, the Project is more fully described in the Original Subsequent Developer Agreement, First Amendment, and Exhibits attached thereto, all of which are incorporated as if more full set forth herein; and

{306347.DOCX.1}

**WHEREAS (#3)**, APT has entered into a Purchase and Sale Agreement with K Hovnanian whereby APT will transfer its interests in the Development Lots for the Project to K Hovnanian, which transaction is currently scheduled to close on or before February 28, 2021; and

WHEREAS (#4), APT will retain all rights and obligations for the Public Open Space Lot of the Project in connection with the creation of a landscaped public open space; and

WHEREAS (#5), Block 3801, Lot 1.04 as shown on the filed Subdivision Map is being retained by APT for future development and is not part of the Project; and

**WHEREAS (#6)** APT wishes to Transfer (a term as defined in the Original Subsequent Developer Agreement) to K Hovnanian its rights and in and obligations under the Original Subsequent Developer Agreement and the Project Site pursuant to Section 5.03 of the Original Subsequent Developer Agreement for the Development Lots of the Project, and K Hovnanian, as transferee, expressly agrees to assume the rights and obligations of APT under the Original Subsequent Developer Agreement and the First Amendment for the Development Lots of the Project; and

**WHEREAS (#7)**, K Hovnanian has submitted to the City and to the Master Developer a Subsequent Developer Application, which is on file on file in the City's offices at City Hall, and which the City has reviewed in connection with the request for the City's Consent to Transfer ownership of from APT to K Hovnanian; and

**WHEREAS (#8)**, the City and Master Developer find, based on the Subsequent Developer Application, that K Hovnanian possesses the qualifications and financial capability necessary and adequate to complete its portion of the Project under the Original Subsequent Developer Agreement, as amended, and that the Transfer from APT to K Hovnanian will not result in a delay of the ultimate completion of the Project, as required by the Original Subsequent Developer Agreement, as amended; and

**WHEREAS (#9)**, the City and Master Developer wish to grant Consent to the instant Transfer from APT to K Hovnanian of the Development Lots for the Project; and

**WHEREAS (#10)**, the City, Master Developer, APT and K Hovnanian also wish to further amend the Subsequent Developer Agreement as set forth herein and enter into this Consent to Transfer and Amendment to the Subsequent Developer Agreement (this “Amendment”).

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree that the Original Subsequent Developer Agreement and the First Amendment are amended to provide as follows:

1. **Recitals**: The above recitals are fully incorporated herein by reference.
2. **Definitions**: To accommodate the terms and conditions of this Second Amendment of the Subsequent Developer Agreement, certain additional Definitions, as set forth below are included. Certain other Definitions in the Original Subsequent Developer Agreement shall be redefined only for the purpose of this Second Amendment. All other Definitions shall have the meaning set forth in the Original Subsequent Developer Agreement:

“Subsequent Developer” shall mean K Hovnanian, LLC when the term Subsequent Developer is used in either the Original Subsequent Developer Agreement, the First Amendment to the Subsequent Developer Agreement, or this Second Amendment to the Subsequent Developer Agreement.

3. **Terms and Conditions Of Original Redevelopment Agreement Which Survive The Amendment**. All the terms and conditions of the Original Subsequent Developer Agreement, as amended by the First Amendment, are incorporated herein by reference as set forth herein in full.
4. **Declaration of Covenants, Conditions and Restrictions**. As further set forth in the Original Subsequent Developer Agreement, APT has executed and recorded a Declaration of Covenants, Conditions and Restrictions Regarding Subsequent Developer Agreement (“Declaration”) imposing upon the real property certain covenants, conditions and restrictions as set forth in **Section 3.03** granted hereunder and other such provisions which shall run with the land as may be required by



Applicable Laws. The Declaration shall be binding upon K Hovnanian and any subsequent purchasers, assignees, or transferees of the Project Site.

5. **Consent to Transfer.** The City be and hereby does consent to the transfer of APT's interest to K Hovnanian pursuant to a Second Amendment of the Subsequent Developer Agreement by which K Hovnanian shall assume the rights and obligations under the Original Subsequent Developer Agreement for the Development Lots of the Project.
6. **Assumption of Rights and Obligations.** Effective upon the execution of the Second Amendment to the Original Subsequent Developer Agreement, APT shall Transfer to K Hovnanian, and K Hovnanian shall expressly assume from APT any and all remaining obligations of the Subsequent Developer as same as set for in the Subsequent Developer Agreement for the Development Lots of the Project and APT shall retain all remaining obligations for the Public Open Space Lot.
7. **Release of APT.** Except as otherwise stated herein, from and after the Closing, K Hovnanian shall be solely responsible for, and APT shall be released from, satisfying any remaining conditions of and obligations under the terms of the Subsequent Developer Agreement for the Development Lots of the Project.
8. **No Delay.** APT has advised the City that the Transfer from APT to K Hovnanian will not result in a delay of the ultimate completion of the Project as defined in the Original Subsequent Developer Agreement.as amended by the First Amendment.
9. **No Default.** The City acknowledges and agrees that: (a) APT has fulfilled its responsibilities, to date, under the Subsequent Developer Agreement; (b) there is no default under the Subsequent Developer Agreement; and (c) the Subsequent Developer Agreement, as amended, is in good standing and remains in full force effect.
10. **Capitalized Terms:** Capitalized terms not defined herein shall have the meaning ascribed in the Original Subsequent Developer Agreement, as same has been amended.
11. **Conflict:** In the event of an express conflict between the Original Subsequent Developer Agreement, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall control.

12. **Full Force and Effect of Original Subsequent Developer Agreement:** Except as amended herein, the terms and provisions of the Original Subsequent Developer Agreement, remain in full force and effect.
13. **Counterparts:** This Amendment may be executed in counterparts.

**SIGNATURE PAGES TO FOLLOW**

CITY OF ASBURY PARK

\_\_\_\_\_  
Melody Hartsgrove, City Clerk

\_\_\_\_\_  
John Moor, Mayor  
Dated: \_\_\_\_\_

ASBURY PARTNERS, LLC

\_\_\_\_\_  
AP TRIANGLE, LLC

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

K HOVNANIAN, LLC  
  
\_\_\_\_\_  
  
\_\_\_\_\_



**Asbury Park, New Jersey  
ORDINANCE NO. 2021-2**

**AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF  
MONMOUTH, STATE OF NEW JERSEY, PROVIDING FOR THE SPECIAL  
ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER,  
ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE  
IMPROVEMENTS ON BLOCK 3801, LOTS 1.01, 1.03, AND 1.05 WITHIN THE  
ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHING A  
MECHANISM FOR PAYMENT OF THE COST THEREOF**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A1 et seq. (the “Redevelopment Law” or the “Act”) and that certain redevelopment plan dated as of June 5, 2002 (as amended and supplemented from time to time, the “Redevelopment Plan”), the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey, and Asbury Partners, LLC (the “Master Developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “Redeveloper Agreement”) with respect to the Waterfront Redevelopment Area, as defined therein; and

WHEREAS, in order to finance the cost of the infrastructure improvements contemplated by the Redeveloper Agreement, the City has determined that the cost of the infrastructure improvements should be assessed pursuant to N.J.S.A. 40:56-1 et seq. (the “Local Improvements Law”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the “RAB Law”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “Infrastructure Improvements”) within the Waterfront Redevelopment Area, including with respect to Block 4002, Lot 1 (the “Property”), which Infrastructure Improvements, in whole or in part, constitute

(i) redevelopment projects (collectively, the “Infrastructure Redevelopment Project”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and

(ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (as issued in connection with this Ordinance, the “RABs”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by,

among other things, a special assessment on certain property within an area in need of redevelopment.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The defined terms set forth in the recitals contained in this Ordinance are incorporated by reference as it is set forth at length herein.

Section 2. The purpose of this special assessment ordinance is to establish a mechanism for imposing special assessments of all or a portion the cost of the Infrastructure Improvements to be developed, financed and constructed on or benefiting the Property in accordance with the requirements of the Redevelopment Agreement. The Infrastructure Improvement will consist of the design, financing, construction and installation of various infrastructure improvements, including but not limited to, wastewater, stormwater, roadway, streetscape and utility improvements, including all work necessary therefor and incidental thereto with respect to the Property.

Section 3. Notice is hereby given to the owners of the Property that the City intends to make and levy special assessments against all such Property in the amount and at the time that such Infrastructure Improvements have been completed or at such later time as the City may determine. The estimated aggregate cost of such Infrastructure Improvements for the Property subject to this ordinance is \$17,500,000 (subject to the actual costs of such Infrastructure Improvements at the time of installation as certified to the City Engineer), provided that the special assessments for any Property affected by this ordinance shall be made and levied in the manner provided by law and shall be as nearly as possible in proportion to and not in excess of the peculiar benefit, advantage or increase in value that the Property shall be deemed to receive by reason of the Infrastructure Improvements.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The amount of any special assessment ("Special Assessment") levied against the Property shall be determined, at the option of the owner of the Property, in accordance with:

(i) the procedure set forth in the Local Improvements Law; or

(ii) pursuant to a special assessment agreement entered into by and between the City and the affected property owner under N.J.S.A. 40A:12A-66 of the RAB Law ("Special Assessment Agreement").

(b) Whether levied under the Local Improvements Law or a Special Assessment Agreement under Section 66 of the RAB Law, the Special Assessments shall be paid over a 30 year period in quarterly installments payable at the time and in the manner that generally applicable property taxes are required to be paid in the City, with legal interest:

(a) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;



(b) charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and

(c) charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City. The first such installment shall commence on the first business day of the quarter immediately following

(i) the determination of the peculiar benefit, advantage or increase in value which particular lot or Property shall be deemed to have received as a result of the infrastructure improvements, as required to under N.J.S.A. 40:56-27 or

(ii) with respect to the Property, at the time set forth in a Special Assessment Agreement under the RAB Law provided that any owner of land so assessed shall, with respect to the portion of the Special Assessments allocable to the RABs, have the privilege of paying the whole of such allocable portion of any Special Assessment or any balance of installments with accrued interest thereon at any time. Such Special Assessment shall remain a lien upon the affected Property described herein until the Special Assessment, with all installments and accrued interest thereon, applicable the particular Property shall be paid and satisfied.

(c) No portion of the cost of the Infrastructure Improvements shall be paid from funds raised from the municipal tax levy or other available funds of the City.

(d) Any Special Assessment levied pursuant to Section 4(a)(ii) of this ordinance shall be subject to the terms and conditions set forth in a Special Assessment Agreement to be entered into by the City and the affected property owner substantially in the form attached hereto as Exhibit A, together with such additions, deletions, modifications or revisions as may be required in consultation with counsel to the City to facilitate the transaction contemplated hereby. Any Special Assessment Agreement executed from time to time, and pursuant to which Special Assessment payments are securing bonds issued under the RAB Law, shall be recorded in accordance with the requirements of the RAB Law. The Mayor is hereby authorized and directed to execute the Special Assessment Agreement and the City Clerk is hereby authorized and directed to attest to such signature, and to affix the corporate seal of the City upon the Special Assessment Agreement.

(e) The City hereby determines that:

(i) it shall have the right to charge Owner(s) of the Property legal interest (a) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;

(b) charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning

the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and

(c) charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City; and

(ii) in lieu of the levy of the special assessment described herein pursuant to the Local Improvements Law, the special assessment may be charged, collected and otherwise applied in the manner set forth in the Special Assessment Agreement.

Section 5. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Special Assessment or the Special Assessment Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

Section 6. Nothing in this ordinance is intended to abrogate or in any way limit the general application of that certain ordinance adopted by the City on February 20, 2013 and entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”.

Section 7. This ordinance shall take effect as provided by law.

I, MELODY HARTSGROVE, 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. 2021-2 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

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MELODY HARTSGROVE  
CITY CLERK

## Exhibit A

### Special Assessment Agreement

Record and return to:

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John M. Cantalupo, Esq.  
Archer & Greiner, P.C.  
10 Highway 35  
Red Bank, New Jersey 07701

**Special Assessment Agreement**

**By and Among**

**The City of Asbury Park**

**and**

**Hovnanian's Cove at Asbury Park Urban Renewal, LLC (the "Entity")**

Attachment: Special Assessment Agreement (2021-2 : AP Triangle K. Hovnanian Special Assessment Ordinance)

**THIS SPECIAL ASSESSMENT AGREEMENT** (hereinafter “**Agreement**”), made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC** (the “**Entity**”), the Entity being qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., with offices as hereinafter specified, along with its or their permitted successors and/or assigns, and the **CITY OF ASBURY PARK**, a municipal corporation in the County of Monmouth and the State of New Jersey (the “**City**”, and together with the Entity, the “**Parties**”).

WITNESSETH:

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

**WHEREAS**, the Act confers certain contract, planning and financial powers upon 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**”) with respect to the “**Asbury Park Waterfront Redevelopment Area**,” as defined in the Redevelopment Plan, and consisting of the “**Prime Renewal Area**” and the “**Boardwalk Area**”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”);

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

**WHEREAS**, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same has been or may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”);

**WHEREAS**, as a result of the world-wide financial issues (the “**Financial Crisis**”) occurring in or about 2008, iStar Financial Inc. as lender to Master Developer foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests;

**WHEREAS**, during the Financial Crisis, the Parties arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement;

**WHEREAS**, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical



construction condition to the development of residential units and other economic development activity within the Waterfront Redevelopment Area;

**WHEREAS**, in order to comply with the spirit of the Arbitrator’s Award, to induce the Master Developer to proceed expeditiously with the development of the Infrastructure Improvements (as defined herein) and other economic development activities within the Waterfront Redevelopment Area, and to determine the appropriate means to finance the cost of the Infrastructure Improvements, the City has determined that the cost of the Infrastructure Improvements should be assessed in the manner provided in N.J.S.A. 40:56-1 et seq. and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the “**RAB Law**”);

**WHEREAS**, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law, and (ii) local improvements within the meaning, and for the purposes set forth in, Chapter 229 of the Pamphlet Laws of 1938, and Chapter 175 of the Pamphlet Laws of 1951, all as amended and supplemented, and codified at N.J.S.A. 40:56-1 et seq., the “**Local Improvements Law**”) for which a Special Assessment (as defined herein) may be imposed;

**WHEREAS**, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Master Developer intends to develop itself or cause to be developed by approved subsequent developers approximately 1,721 units of for-sale housing in the form of townhomes, condominium apartments, or other housing units (collectively, the “**Housing Improvements**”) within the Waterfront Redevelopment Area, which Housing Improvements constitute a redevelopment project (the “**Housing Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Redevelopment Area;

**WHEREAS**, pursuant to the “Long Term Tax Exemption Law,” constituting Chapter 431 of the Pamphlet Laws of 1991, as amended and supplemented, and codified at N.J.S.A. 40A:20-1 et seq. (the “**Long Term Tax Exemption Law**”), a redeveloper that is an urban renewal entity may enter into a financial agreement with a municipality to make payments in lieu of taxes (“**PILOT**”) with respect to property owned by the urban renewal entity in a redevelopment area;

**WHEREAS**, the Entity is an urban renewal entity that is proposing the development and construction of the Project (as defined herein) on the Project Site (as defined herein) pursuant to that certain subsequent developer agreement with the City executed on December 18, 2020 (the “**Subsequent Developer Agreement**”);

**WHEREAS**, in order to enhance the economic viability of an opportunity for a successful implementation of the Project, the City and the Entity are proposing to enter into a financial agreement to be executed contemporaneously herewith governing payment by the Entity to the City of payments in lieu of real estate taxes in connection with the Project pursuant to the Long Term Tax Exemption Law (the “**Financial Agreement**”);

**WHEREAS**, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment (the “**Special Assessment**”) on certain property within an area in need of redevelopment;

**WHEREAS**, in furtherance of the transactions contemplated by this Agreement, the Subsequent Developer Agreement, the Financial Agreement, the Redeveloper Agreement, and that certain Project Finance Agreement executed by and between the City and the Master Developer, dated as of December 2012 (as amended, the “**Project Finance Agreement**”), the City intends to issue RABs pursuant to the RAB Law;

**WHEREAS**, in order to secure the payment of the RABs and the payment of the PILOTs payable to the City, the Parties desire to enter into this special assessment agreement pursuant to which the City shall have a right to impose a special assessment equal to the cost referred to herein on the Land (as herein defined) and any improvement related thereto including any Unit (as defined herein) in accordance with the terms of this Agreement;

**WHEREAS**, in order to effect the mechanism for the payment of the Special Assessment (as defined herein) between the City and any Owner, (i) the City has adopted on February 20, 2013 that certain ordinance entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”, as amended on June 13, 2018 by Ordinance No. 2018-20 (the “**Ordinance**”) and (ii) the City has entered into the Master Agreement, described in Section 3.01(b) of this Agreement;

**WHEREAS**, it is the intent of the Parties that, so long as the Owner (as defined herein) makes all required payments under the Financial Agreement such Owner shall not be required to make payment of the Unpledged Portion of the Special Assessment (as defined herein); and

**NOW, THEREFORE**, in consideration of one dollar (\$1.00), the mutual covenants and promises set forth above and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE I. GENERAL PROVISIONS**

**SECTION 1.01**      Governing Law — THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THIS STATE, INCLUDING THE PROVISIONS OF THE ACT, THE LOCAL IMPROVEMENTS LAW, THE RAB LAW AND ALL OTHER APPLICABLE LAWS. IT IS HEREBY EXPRESSLY ACKNOWLEDGED, UNDERSTOOD AND AGREED THAT UPON THE RECORDATION OF THE ORDINANCE AND THIS AGREEMENT IN ACCORDANCE WITH SECTION 7.01 HEREOF, LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING WITHOUT LIMITATION, ANY UNIT, AS SUCH TERMS ARE DEFINED HEREIN, SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THIS AGREEMENT AND EACH AND EVERY OWNER, WHETHER IN FEE SIMPLE OR OTHERWISE, OF ANY SUCH PARCEL OF LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING ANY

UNIT, REGARDLESS OF WHETHER SUCH OWNER SHALL BE THE ENTITY, A UNIT PURCHASER, AS SUCH TERM IS DEFINED HEREIN, OR ANY OTHER COMPANY, ENTITY OR PERSON (EACH INDIVIDUALLY REFERRED TO HEREIN AS AN “**OWNER**”) SHALL BE BOUND BY THE TERMS HEREOF. IN THE EVENT OF ANY BREACH OR DEFAULT OF THIS AGREEMENT BY AN OWNER, SUCH BREACH OR DEFAULT SHALL NOT CONSTITUTE A BREACH OR DEFAULT BY ANY OTHER OWNER(S) AND SUCH OTHER OWNER(S), AND ITS RESPECTIVE PARCEL OR PORTION OF LAND, AND ANY IMPROVEMENTS RELATED THERETO, INCLUDING ANY UNIT, SHALL CONTINUE TO BE SUBJECT TO, GOVERNED BY AND BOUND BY THIS AGREEMENT.

**SECTION 1.02**     General Definitions — Capitalized terms used and defined in the preambles hereof shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Assignment Agreement — shall mean the agreement executed contemporaneously herewith between the City and the Trustee assigning the Pledged Portion of the Special Assessment to the Trustee for the benefit of the holders of the RABs.

Financial Agreement — shall have the meaning ascribed to such term in the recitals.

In Rem Tax Foreclosure — shall mean a summary proceeding by which the City may enforce the lien for taxes, special assessments and other statutory liens. Said foreclosure is governed by N.J.S.A. 54:5-1 et seq.

Indenture — shall mean the indenture of trust approved in connection with and providing for, among other things, the trust estate securing the RABs.

Land — shall mean the real property known as Block 3203, Lots 1-4, P/O Lots 5&15, 16-19 and Block 3206, Lots 1-3, P/O Lot 4, upon which the Project shall be constructed, all as set forth on the tax maps of the City.

Legal Interest — shall mean the interest rate on unpaid installments of Special Assessments. While repayment of the Special Assessment is current and in good standing, Legal Interest shall be represented by the interest rate on the RABs or, if applicable, other City obligations issued to finance or refinance the cost of the Infrastructure Improvements. In the event that an Owner fails to timely pay, in full, any installment of the Special Assessment, Legal Interest shall mean the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

Minimum Annual Service Charge — shall have the meaning set forth in the Financial Agreement.

Owner – shall have the meaning ascribed to such term at Section 1.01.

Pledged Portion of the Special Assessment — shall mean that portion of the Special Assessment that is assigned to the Trustee pursuant to the Assignment Agreement and pledged to the payment of the RABs as set forth in Exhibit B.

Project — shall mean the 48 unit residential townhomes known as “[the Cove]” to be constructed on the Project Site in accordance with the terms of the Subsequent Developer Agreement, a certain Financial Agreement between the City and the Entity and this Agreement.

Project Site – shall mean the Land.

Sales Price – shall have the meaning set forth in the Financial Agreement.

Special Assessment Deficiency Amount – shall have the meaning set forth in Section 3.01(b) hereof.

Subsequent Developer Agreement — shall have the meaning ascribed to such term in the recitals. Tax Sale Law — N.J.S.A. 54:5-1 et seq., as the same may be amended or supplemented from time to time.

Trustee — shall mean the trustee appointed under the Indenture.

Unit — shall mean one of the residential units to be built as part of the Project.

Unit Purchaser — shall mean the buyer of a Unit who will be responsible pursuant to this Agreement to pay the applicable portion of the Special Assessment.

Unpledged Portion of the Special Assessment — shall mean that portion of the Special Assessment, if applicable, that is paid to the City pursuant to the terms of this Agreement as set forth in Exhibit B.

## ARTICLE II. DURATION OF AGREEMENT

### SECTION 2.01      Term

The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that this Agreement, including the obligation to pay the Special Assessment required under Article III hereof, shall remain in effect, for a period of thirty (30) years from the date that the first Special Assessment amount is due in accordance with the terms hereof.

## ARTICLE III. SPECIAL ASSESSMENT AMOUNT

### SECTION 3.01      Special Assessment Amount and Installments

(a) The Owner hereby expressly, irrevocably and unconditionally acknowledges and agrees that, with respect to the Land and the Project to be constructed thereon: (i) the Special Assessment for the Project shall be the total amount set forth in Exhibit A (the “**Principal Amount**”); and (ii) the Principal Amount of the Special Assessment shall be, and is hereby irrevocably and unconditionally accepted in full and agreed to by the present Owner of the Land and Project and/or Units constructed thereon from time-to-time (on behalf of such present Owner and all subsequent Owner(s)) and in accordance with N.J.S.A. 40A:12A-66(c) of the RAB Law and shall be deemed to be, in lieu of a determination by the procedures otherwise applicable to determining the actual benefit conferred on

the Land and the Project and/or the Units constructed thereon from time-to-time, the benefit conferred on the Land and the Project and/or the Units by the Infrastructure Improvements.

(b) The Special Assessment for the Project shall be allocated among the Units and with respect to each Unit, as the case may be, shall be payable quarterly on February 1, May 1, August 1 and November 1 of each year during the term of this Agreement, with the first installment to commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility for the issuance of a Certificate of Occupancy for a Unit in the Project; or (ii) the expiration of the construction interest period on the RABs. The Entity shall, prior to the time that title to such Unit is initially transferred to a subsequent Owner, deliver to the City and Master Developer such information as may be required to confirm and compute the Special Assessment for such Unit including the Unpledged Portion of the Special Assessment and the Pledged Portion of the Special Assessment based upon the Sales Price. If, based upon such information, a “**Special Assessment Deficiency Amount**”, as defined and calculated at Section 3.01(f) of that certain Master Special Assessment Agreement entered into by and between the City and Asbury Partners, LLC, dated as of May 15, 2013, as amended on August 1, 2018 (the “**Master Agreement**”), shall be due, the Entity shall be solely responsible to remit the aggregate amount of such Special Assessment Deficiency Amount as determined by the City or its designated representative at the transfer of title to each Unit in the Project by wire transfer or immediately available funds to an account designated by the City or its designated representative which is maintained by or on behalf of the Trustee. **By way of example only**, if the Sales Price of a Unit upon initial transfer is lower than the estimated “Base Price” shown on Exhibit C at the issuance of the RABs, examples of the estimated Special Assessment Deficiency Amount(s) associated with the estimated shortfalls in the “Base Price” are attached hereto as Exhibit C.

(c) The Unpledged Portion of the Special Assessment shall be allocated among the Units within the Project in accordance with the calculation of the Annual Service Charge under the Financial Agreement.

(d) The Pledged Portion of the Special Assessment for all Units in the Project shall be irrevocably assigned by the City pursuant to the Assignment Agreement and paid over to the Trustee to be applied to the payment of debt service on the RABs.

(e) Each installment payment of the aforesaid Special Assessment amount is to be made to the City and/or the Trustee, as the case may be, and shall be clearly identified as a Special Assessment payment for the Project.

(f) Within 30 days following the sale of the last Unit in the Project, or at such earlier time as set forth in a supplemental indenture applicable to the Project, the City or its designated representative shall determine the total aggregate amount of the Pledged Portion of the Special Assessment. In the event that such aggregate amount shall exceed the aggregate amount of the Pledged Portion of the Special Assessment required to pay debt service and other charges applicable to amount of the RABs applicable to the Project, such excess shall be “Surplus Pledged Special Assessments” as defined in the Subsequent Developer Agreement and the disposition thereof shall be governed by the Subsequent Developer Agreement and the supplemental indenture applicable to the Project, as applicable.

(g) The Parties acknowledge that, as part of the Project, AP Triangle intends to construct a landscaped open space on the western border of the site in accordance with the requirements of the



Subsequent Developer Agreement. The Parties agree that the costs of the public park are costs that may be subject to a Special Assessment as a “miscellaneous improvement” within the meaning of such term under Exhibit A to the Master Agreement.

**SECTION 3.02**      Interest on Past Due Amounts; Credit for PILOT Payments; Legal Interest

(a) Each Owner hereby expressly, irrevocably and unconditionally agrees, warrants, covenants and accepts that in the event that the Owner fails to timely pay, in full, any installment of any Special Assessment amount, the amount past due shall bear the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

(b) The City shall credit its receipt of the Annual Service Charge or Minimum Annual Service Charge, as applicable, pursuant to the Financial Agreement, by or on behalf of the Owner against the Owner's respective portion of the Unpledged Portion of the Special Assessment, but only to the extent of the amount of the Annual Service Charge or Minimum Annual Service Charge payments, as applicable, that are actually received by or on behalf of the City. It is the intent and agreement of the Parties that, so long as an Owner makes all required payments under the Financial Agreement it shall not be required to make the payment of the Unpledged Portion of the Special Assessment otherwise required under this Agreement. Further, upon the occurrence of termination of the Financial Agreement, the City shall credit its receipt of the municipal share of generally applicable taxes against the Unpledged Portion of the Special Assessment otherwise required to be paid under this Agreement.

(c) The Parties hereby agree that the City shall have the obligation to charge Legal Interest on unpaid installments of the Pledged Portion of the Special Assessment. Notwithstanding, the preceding sentence, the City shall have the right, but not the obligation to charge Legal Interest on the unpaid installments of the Unpledged Portion of the Special Assessment.

(d) The City agrees that upon the transfer of a Unit by the Entity, the obligation to make payments of Special Assessment shall run with the land to the Owner of said Unit as a successor Owner and the predecessor Owner shall have no further obligation to make such payments.

**ARTICLE IV.**  
**MUNICIPAL LIEN; SUBORDINATION OF FEE TITLE**

**SECTION 4.01**      Municipal Lien

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that in accordance with the Local Improvements Law, specifically N.J.S.A. 40:56-33, and the RAB Law, specifically N.J.S.A. 40A:12A-66(c), and such other statutes as may be sources of relevant authority, if any, upon as a consequence of the previously recorded Ordinance and the recordation of this Agreement, as set forth in Section 7.01 hereof, the Ordinance, this Agreement and any amount due hereunder, including without limitation, the Special Assessment, shall constitute an automatic, enforceable and perfected statutory municipal lien for all purposes of law.

(b) The Parties hereby expressly, irrevocably and unconditionally represent, agree, warrant and covenant that this Agreement, and the municipal lien created hereby, is valid and enforceable in

accordance with all applicable law, including without limitation the Local Improvements Law and the RAB Law.

#### **SECTION 4.02      Subordination of Fee Title**

The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that the Owner has the right, subordinate to the municipal lien, as a matter of law, to encumber the fee title to its property, including any improvements related thereto, and that any such subordinate encumbrance shall not be deemed to be a violation of this Agreement.

### **ARTICLE V. DEFAULT**

**SECTION 5.01      Default** - Default shall be failure of any party to perform its obligations under this Agreement, beyond any applicable notice, cure or grace period (each a “**Default**”). In addition, a Default under this Agreement by any Owner shall only be considered a Default against that specific property to which the Default applies and from which it arises, without any implication of Default against any other Owner or property.

**SECTION 5.02      Cure Upon Default** - Should any party be in Default of any obligation under this Agreement, the other party shall notify the defaulting party and any mortgagee, if applicable, in writing of said Default. Except as otherwise limited by law, the defaulting party shall have sixty (60) days to cure any Default provided however, if such Default cannot be cured timely but cure action is being diligently prosecuted, such 60 day period shall be extended to permit required cure action to be concluded, other than a payment Default, for which the defaulting party shall have ten (10) days to cure.

**SECTION 5.03      Remedies for Default** - (a) In the event of any uncured Default by the City, the Owner may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages.

(b) In the event of any uncured Default by an Owner, the City may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages. No Default hereunder by an Owner shall terminate this Agreement (except as described herein) and its obligation to pay the Special Assessment amounts due hereunder, which shall continue in effect for the duration as set forth in Section 2.01 hereof.

#### **SECTION 5.04      Default in the Payment of Special Assessment**

Upon any Default by the Owner or Unit Purchaser in payment of any installment of the Special Assessment, the City, in addition to their other remedies, reserves the right to proceed against the Land to which the Default applies owned by the Owner or Unit Purchaser, and any improvements related thereto, including the affected Unit, in the manner provided by applicable law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law. As set forth in the RAB Law, specifically N.J.S.A. 40A:12A-66(c), an event of a default by the Owner in the payment of an installment of the Special Assessment shall not result in the acceleration of the subsequent installments of the Special Assessment and such subsequent installments

shall be considered as not in default and the municipal lien for the subsequent installments of the Special Assessment not yet due shall continue.

## **ARTICLE VI. NOTICES**

**SECTION 6.01** Notice - Formal notices, demands and communications between and among the City and an Owner shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

**If to the City:**

City of Asbury Park  
One Municipal Plaza  
Asbury Park, New Jersey 07712  
Attn: City Manager

**with copies to:**

John M. Cantalupo, Esq.  
Archer & Greiner, P.C.  
10 Highway 35  
Red Bank, New Jersey 07701

**If to the Entity:**

K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC  
110 Fieldcrest Avenue  
Edison, New Jersey 08837  
Attn: Carl W. Erler, Esq., Division Counsel

If to any other Owner:

The notice shall be directed to the Owner's address as set forth in the property tax records of the City.

## **ARTICLE VII. MISCELLANEOUS**

**SECTION 7.01**     Recording — Upon the execution and delivery of this Agreement, the entire Agreement and the Ordinance shall be filed and recorded with the Monmouth County Clerk by the City, at the Entity's expense, such that this Agreement and the Ordinance shall be reflected upon the land records of the County of Monmouth as a municipal lien upon and a covenant running with each and every parcel of Land and any improvements related thereto.

**SECTION 7.02**     Counterparts - This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 7.03**     Amendments - This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

**SECTION 7.04**     Severability of Invalid Provisions - If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof. In such event, the Parties shall confer in good faith and endeavor to reform this Agreement in a manner which is lawful and produces the same or substantially the same results as existed prior to the declaration of illegality or invalidity.

**SECTION 7.05**     Exhibits – The Exhibits attached to this Agreement are incorporated herein and made part of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES ON THE FOLLOWING PAGES]**

Attachment: Special Assessment Agreement (2021-2 : AP Triangle K. Hovnanian Special Assessment Ordinance)

**K. HOVNANIAN'S COVE AT ASBURY PARK URBAN RENEWAL, LLC**

\_\_\_\_\_  
 Michael Weisslitz, Esq.,  
 Division President

STATE OF NEW JERSEY,  
 COUNTY OF [Insert]                      SS:

I CERTIFY that on December \_\_\_\_\_, 2020, Michael Weisslitz personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized officer of K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC; and
- (c) executed the instrument as the act of K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC

\_\_\_\_\_  
 Notary Public



CITY OF ASBURY PARK

\_\_\_\_\_  
By: John Moor, Mayor

[SEAL]  
ATTEST:

\_\_\_\_\_  
Melody Hartsgrove, Deputy City Clerk

STATE OF NEW JERSEY,  
COUNTY OF MONMOUTH                      SS:

I CERTIFY that on December \_\_\_\_\_, 2020, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park; and
- (c) executed the instrument as the act of the City of Asbury Park.

\_\_\_\_\_  
Notary Public

**EXHIBIT A****INFRASTRUCTURE IMPROVEMENTS**

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the cost of construction management services and other soft costs and costs of issuance related thereto:

| <u>Description</u>                           | <u>Block 3206</u>   |
|----------------------------------------------|---------------------|
| Engineering Design                           | \$75,000            |
| City Construction Administration             | \$50,000            |
| Mobilization, Clearing, Test Pits            | \$100,000           |
| RCP Pipe                                     | \$75,664            |
| Box Culverts                                 | -                   |
| Drainage Man Holes                           | \$20,335            |
| Drainage Inlets                              | \$41,677            |
| Sanitary Pipe and Fittings                   | \$43,982            |
| Sanitary Man Holes                           | \$24,467            |
| Paving                                       | \$933,818           |
| Curbs, Walks and Pavers                      | \$218,210           |
| Traffic Marking                              | \$12,500            |
| Landscaping                                  | \$107,598           |
| Street Lighting                              | \$202,953           |
| Fill (Excess, if needed)                     | \$50,000            |
| Streetscape                                  | \$18,732            |
| Fire Connections                             | -                   |
| Electrical (not street lights)               | \$223,529           |
| Testing and Inspection (incl. in pipe costs) | \$25,000            |
| Other Misc. Items                            | -                   |
| Construction Management                      | \$110,985           |
| <hr/>                                        |                     |
| <b>Total</b>                                 | <b>\$ 2,334,450</b> |

**EXHIBIT B****CALCULATION OF SPECIAL ASSESSMENT,  
PLEDGED AND UNPLEDGED PORTIONS**

**Special Assessments for each Unit shall be calculated as follows:**

Municipal Tax Rate – the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

Sales Price – If unsold shall mean as follows for each Unit type:

| <b>Unit Type</b>             | <b>Total<br/>Sales Price</b> | <b>Quantity</b> | <b>Per Unit<br/>Sales Price</b> |
|------------------------------|------------------------------|-----------------|---------------------------------|
| Model B - INT                | \$13,319,820                 | 18              | \$739,990                       |
| Model A - INT                | \$15,479,820                 | 18              | \$859,990                       |
| Model B - MEZZANINE -<br>END | \$4,559,940                  | 6               | \$759,990                       |
| Model A - MEZZANINE -<br>END | \$5,279,940                  | 6               | \$879,990                       |
|                              | <b>\$38,639,520</b>          | <b>48</b>       | <b>\$804,990</b>                |

The foregoing are the estimated average base sales prices (exclusive of options and location premiums) set forth in the Entity's application for long term tax exemption. Upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), Sales Price shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value of the Unit at the time of such transfer as determined by the City's tax assessor.

Tax Ratio – the ratio set by the Monmouth County Board of Taxation from time to time pursuant to N.J.S.A. 54:3-17 et seq., representing the relationship of the assessed value of real property within the City to the market value of real property within the City.

Total Tax Rate – the sum of the Municipal Tax Rate and the tax rates established by the County of Monmouth and the Asbury Park Board of Education.

Calculation:

Special Assessment = Sales Price multiplied by Tax Ratio multiplied by Total Tax Rate divided by 100

Example:

If:  
Sales Price = \$800,000  
Total Tax Rate = \$1.575 Municipal Tax Rate = \$0.842 Tax Ratio = 100%  
PILOT = \$7,090.53 ( $\$800,000 * 100\% * \$0.842/100 * 1.052631579$ )

Then:  
Special Assessment =  $\$800,000 * 100\% * \$1.575/100 = \$12,600$

Time for Calculation: The Special Assessment shall be calculated at the time of initial issuance of the RABs, and recalculated upon the initial transfer of the Unit to the initial Unit Purchaser.

**Pledged Portion of the Special Assessments shall be calculated as follows:**

Pledged Portion of the Special Assessment = Special Assessment less PILOT

Example:

If  
Sales Price = \$800,000  
Total Tax Rate = \$1.575 Municipal Tax Rate = \$0.842 Tax Ratio = 100%  
PILOT = \$7,090.53

Then:  
Pledged Portion of the Special Assessment =  $\$12,600 - \$7,090.53 = \$5,509.47$

**Unpledged Portion of the Special Assessments shall be calculated as follows:**

Unpledged Portion of the Special Assessment = Special Assessment less Pledged Special Assessment

**EXHIBIT C**

## ASSUMPTIONS

**BOND MATURITY DATE: January 1, 2050**

**BOND FIRST REDEMPTION DATE: Bonds are subject to Special Mandatory Redemption @ Anytime**

**BOND REDEMPTION PRICE: 100%**

**BOND INTEREST RATE: 8.000%**

| Total Payment                       |                                                            |                                                            |                                                      |                                                      |
|-------------------------------------|------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| Unit Type and Number                | Interior Home – Model B w/ \$739,990 Base Price (18 Homes) | Interior Home – Model A w/ \$859,990 Base Price (18 Homes) | End Home – Model B w/ \$759,990 Base Price (6 Homes) | End Home – Model A w/ \$879,990 Base Price (6 Homes) |
| \$ Amount Below Base Purchase Price | Deficiency Payment Amount                                  | Deficiency Payment Amount                                  | Deficiency Payment Amount                            | Deficiency Payment Amount                            |
| \$25k                               | \$ 33,750                                                  | \$ 33,750                                                  | \$ 11,250                                            | \$ 11,250                                            |
| \$50k                               | 67,500                                                     | 67,500                                                     | 22,500                                               | 22,500                                               |
| \$75k                               | 101,250                                                    | 101,250                                                    | 33,750                                               | 33,750                                               |
| \$100k                              | 135,000                                                    | 135,000                                                    | 45,000                                               | 45,000                                               |

| Per Unit Payment                    |                                                            |                                                            |                                                      |                                                      |
|-------------------------------------|------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| Unit Type and Number                | Interior Home – Model B w/ \$739,990 Base Price (18 Homes) | Interior Home – Model A w/ \$859,990 Base Price (18 Homes) | End Home – Model B w/ \$759,990 Base Price (6 Homes) | End Home – Model A w/ \$879,990 Base Price (6 Homes) |
| \$ Amount Below Base Purchase Price | Deficiency Payment Amount                                  | Deficiency Payment Amount                                  | Deficiency Payment Amount                            | Deficiency Payment Amount                            |
| \$25k                               | \$ 1,875                                                   | \$ 1,875                                                   | \$ 1,875                                             | \$ 1,875                                             |
| \$50k                               | 3,750                                                      | 3,750                                                      | 3,750                                                | 3,750                                                |
| \$75k                               | 5,625                                                      | 5,625                                                      | 5,625                                                | 5,625                                                |
| \$100k                              | 7,500                                                      | 7,500                                                      | 7,500                                                | 7,500                                                |







**Asbury Park, New Jersey  
ORDINANCE NO. 2021-3**

**ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION  
OF A FINANCIAL AGREEMENT WITH K. HOVNANIAN'S COVE AT ASBURY  
PARK URBAN RENEWAL, LLC AND GRANTING A TAX EXEMPTION**

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

WHEREAS, the Act confers certain contract, planning, and financial powers upon a Redevelopment Entity, as that term is defined in the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey, has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the "Asbury Park Waterfront Redevelopment Plan (Plan IV)" (as amended and supplemented from time to time, the "Redevelopment Plan") with respect to the "Asbury Park Waterfront Redevelopment Area," as defined in the Redevelopment Plan (the "Redevelopment Area"); and

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

WHEREAS, the City and Asbury Partners, LLC (the "Master Developer") entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002 (as the same has been amended and supplemented in accordance with its terms, the "Redeveloper Agreement"); and

WHEREAS, in accordance with the Redeveloper Agreement and the Redevelopment Plan, K. Hovnanian's Cove at Asbury Park Urban Renewal LLC (the "Entity") intends to develop forty eight (48) residential condominium units comprising three (3) buildings (collectively, the "Project") on property identified as Block 3801, Lots 1.01, 1.03 and 1.05 on the official tax maps of the City and located in the Redevelopment Area (the "Land"); and

WHEREAS, the Entity has been qualified by the State of New Jersey to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A.

40A:20-1 et seq. (the “LTTE Law”), and was created for the development, operation and maintenance of the Project; and

WHEREAS, in order to improve the feasibility of the construction, operation and maintenance of the Project, on December 18, 2020, the Entity made application to the City requesting a long term tax exemption and financial agreement with respect to the Project (the “Application”) pursuant to the LTTE Law, which Application is on file with the City Clerk; and

WHEREAS, the Entity has represented to the City that the Project would not be feasible in its intended scope but for the provision of financial assistance by the City; and

WHEREAS, after review of the Application, the City Manager recommended that the Application be approved on such terms as set forth in a proposed form of financial agreement (the “Financial Agreement”) substantially in the form attached hereto as Exhibit A, and by this reference incorporated herein, as may be modified in consultation with counsel as set forth herein, and

WHEREAS, the City Council has reviewed the Application and the terms of the Financial Agreement, and wishes to approve the Application on such terms, subject to the designation of the Entity as a Subsequent Developer, as such term is defined in the Redeveloper Agreement, and the execution of an agreement with the Entity as a Subsequent Developer in accordance with the Redeveloper Agreement, which is expected to occur simultaneously herewith; and

WHEREAS, the City hereby finds that the relevant benefits of the Project to the redevelopment of the Redevelopment Area outweigh the costs, if any, associated with the tax exemption, and in fact increase City revenues over current levels by granting the Long Term Tax Exemption for the Project, which relevant benefits are further described in the Application and the Financial Agreement; and

WHEREAS, the City hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance.

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

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

II. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED (a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel. (b) The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section II (a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document. (c) The City Clerk shall file certified

copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the City Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes

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

IV. ACTION REGARDING FINANCIAL AGREEMENT The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Financial Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

V. AVAILABILITY OF THE ORDINANCE A copy of this Ordinance shall be available for public inspection at the offices of the City.

VI. EFFECTIVE DATE This Ordinance shall take effect according to law.

I, MELODY HARTSGROVE, 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. 2021-3 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

---

MELODY HARTSGROVE  
CITY CLERK

## Exhibit A

### Financial Agreement



Record and Return To:

---

Joseph J. Maraziti, Jr., Esq.  
 Maraziti Falcon, LLP  
 240 Cedar Knolls Rd  
 Cedar Knolls, NJ 07927

Residential Condominium

Re: AP TRIANGLE TOWNHOUSE  
 DEVELOPMENT PROJECT  
 Asbury Park, New Jersey  
 (Block 3801, Lots 1.01, 1.03, 1.05)

#### PREAMBLE

THIS FINANCIAL AGREEMENT, (hereinafter the "Agreement") is made on \_\_\_\_\_, 2021

by and between

**K. HOVNANIAN'S COVE AT ASBURY PARK URBAN RENEWAL, LLC** qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq. (the "Tax Exemption Law") having its principal office at \_\_\_\_\_, hereinafter designated as the "Entity", and the City of Asbury Park, a Municipal Corporation of the State of New Jersey, hereinafter designated as the "City" having its principal office at One Municipal Plaza, Asbury Park, New Jersey 07712. The Entity and the City are sometimes collectively referred to as the "Parties".

## RECITALS

### WITNESSETH

**WHEREAS**, the Entity wishes to have a tax exemption granted for an urban renewal project located at

Block 3801, Lots 1.01, 1.03, and 1.05 4 on the Official Tax Maps of the City of Asbury Park. The project consists of the development and sale of 48 residential condominium/townhome Units and related site improvements.

(hereinafter called the "Project"), and

**WHEREAS**, the City, does hereby grant its approval for the Entity to undertake and develop the Project upon the terms and conditions hereinafter set forth and as set forth in the Subsequent Developer Agreement (add details) which is attached as Exhibit A, together with any amendments, which have been adopted from time to time; and

**WHEREAS**, the Project will be developed in a redevelopment area of the City pursuant to the City's Waterfront Redevelopment Plan, as amended, which was adopted and amended pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"). ), and as set forth in the Subsequent Developer Agreement; and

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

### ARTICLE I - GENERAL - PROVISIONS

#### Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (being sometimes herein referred to as the "Tax Exemption Law", the "Law" or the "Governing Law"). It being expressly understood and agreed that the City expressly relies upon the facts, data and representations contained in the Application dated XXX and attached hereto as Exhibit X in granting the tax exemption provided in this Agreement.

#### Section 1.2 General Definitions

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

- i. Administrative Fee - The annual fee paid to the City by Condominium Unit Owners in the Project. The administrative fee shall be calculated at 2% of the Annual Service Charge levied on each Unit in the Project. The fee shall be payable and due on or before December 31<sup>st</sup> of each year for the duration of this Agreement. The annual fee shall be included in the City's invoices to the Condominium Unit Owners in the Project.
- ii. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).
- iii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the City determines to be the prevailing rate on mortgage financing on comparable improvements in Monmouth County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.
- iv. Annual Service Charge - The amount the Entity has agreed to pay the City in lieu of conventional taxation on the Project, as set forth in Article IV of this Agreement. At inception, the Annual Service Charge (i.e. PILOT) is equivalent to the Unpledged Portion of the Special Assessment under the Special Assessment Agreement executed contemporaneously with this Agreement.
- v. Annual Gross Revenue - With respect to each Unit in the Project, the amount equal to the annual aggregate constant payments to principal and interest, assuming a

purchase money mortgage encumbering the Unit to have been in an original amount equal to the initial value of the Unit with its appurtenant interest in the common elements as stated in the master deed creating the Condominium Regime, if unsold by the Entity, or, if the Unit is held by a Unit purchaser from time to time the most recent true consideration paid for a deed to the Unit in a bona fide arms length sale transaction but not less than the initial assessed valuation of the unit assessed at 100% of true value, plus the total amount of common expenses charged to the Unit pursuant to the by-laws of the Condominium Association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated above at the prevailing lawful interest rate for mortgage financing or comparable properties within the municipality as of the date of the recording of the Unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement. Gross Revenues and Net Profit shall not include any gain realized by the Entity on the sale of any Property or Unit in the Project pursuant to N.J.S.A. 40A:20-14(b).

vi. Applicant – The Entity which has been formed pursuant to the provisions of the Tax Exemption Law and has made the Application for a tax exemption under the Governing Law.

vii. Application - The document which contains the general statement of the nature of the proposed Project, the description of the proposed Project with a statement of the estimated cost of said Project and tentative financial plan and such other information as is required by N.J.S.A. 40A:20-8.

viii. Auditor's Report – An annual audited financial statement outlining the financial status with respect to the Project, which shall be prepared in a manner consistent with generally accepted accounting principles and shall detail all items required by the Governing Law. The report shall be prepared and its contents certified by a certified public accountant who is licensed to practice that profession in and by the State of New Jersey.

ix. Certificate of Occupancy – A temporary or permanent certificate of occupancy issued by the City authorizing occupancy of a building or a Unit pursuant to N.J.S.A. 52:27D-133.

x. Condominium Association - The entity responsible for the administration of a condominium which entity may be incorporated or unincorporated pursuant to the Condominium Act N.J.S.A. 46:8B-1 et seq.

xi. Condominium Regime - A form of ownership of real property under a master deed filed pursuant to N.J.S.A. 46:8B-1 et seq. providing for ownership by one or more owners of Units of residential or commercial improvements together with an undivided interest in common elements as described in the master deed.

xii. Condominium Unit – An individual unit, together with an undivided interest in the common elements, as described in the master deed of the Condominium Regime. A Condominium Unit is also referred to in this Agreement as a Unit.

xiii. Condominium Unit Owner - The legal entity, person or persons owning a Unit in fee simple as evidenced by the recorded Unit deed.

xiv. County Share Constant – Shall mean 1.052631579.

xv. Default - The failure of any party bound by this Agreement to perform any obligation imposed on such party within applicable notice and cure periods provided in this Agreement.

xvi. Entity - The Parties agree that reference to the term "Entity" as used in this Agreement shall initially mean the Applicant and upon the transfer of title of the Project to a successor (other than transfer to a Condominium Unit Owner) shall mean such successor in interest to the Project, as applicable.

xvii. Force Majeure Event- shall mean any acts of God, fire, volcano, earthquake, hurricane, blizzard, infectious disease, epidemic, pandemic, technological disaster, catastrophe, large scale infestation of any type, tremors, flood, explosion, release of nuclear radiation,



release of biotoxic or of biochemical agent(s), the elements, war, blockade, riots, mob violence or civil disturbance, any act(s) of terrorism or terroristic threat, a cyber attack or unauthorized and/or illegal interference with computer communication systems that disables or substantially interferes with critical functions or access to data, an inability to procure goods or services or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, governmentally imposed moratoriums, court orders, laws, rules, regulations or other orders of governmental or public agencies, bodies or authorities, but only to the extent that such events directly cause an inability to perform a material provision of this Agreement and only to the extent that such events are out of the reasonable control of the Party claiming relief.

xviii. Improvements - Any building, structure or fixture permanently affixed to the land on which the Project is located as described in the master deed.

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

xx. Land – The raw, unimproved land comprising the Property (defined below) exclusive of any improvements which may hereinafter be constructed thereon.

xxi. Land Taxes - The amount of taxes assessed on the value of the Land pursuant to N.J.S.A. 54:4-1 et seq.

xxii. Law - The term "Law" or "Governing Law" shall refer to the Tax Exemption Law and all other relevant and applicable federal and state statutes, rules, regulations and municipal ordinances and resolutions consistent with and/or supplementing the requirements of the Law.

xxiii. Limited Dividend Entity - An urban renewal entity conforming to the terms of N.J.S.A. 40A:20-3(b).

xxiv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount of the total real property taxes levied against the Land in the last full year in which

the Land was subject to conventional taxation, as escalated by the increase in the Municipal Purposes Tax Rate in each intervening year since the Land was last subject to conventional taxation.

xxv. Intentionally Omitted.

xxvi. Municipal Increase – In any given year shall mean the sum of one and the percentage increase in the Municipal Purposes Tax Rate from that of the prior year.

xxvii. Municipal Purposes Tax Rate - means the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

xxviii. Net Profit - The Gross Revenue of the Entity less all operating and non-operating expenses of the Entity and any condominium charges or fees paid by the Entity and not reimbursed by a Condominium Unit Owner, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

xxix. Project - The Property (defined below), housing units and related improvements thereon, which are the subject of and described in this Agreement and the Application and as defined in N.J.S.A. 40A:20-3(e). The Project shall contain forty-eight (48) housing Units N.J.S.A. 46:8B-1 et seq.) as reflected in the master deed creating the Condominium Regime hereafter to be filed and recorded for the Project. The Project does not include the development of adjacent open space to be dedicated to the City or improvements located within the public rights-of-way.

xxx. Pronouns – He, she or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

xxxi. Property – The real property located in the City of Asbury Park and identified on the official tax map of the City as Block 3801, Lots 1.01, 1.03, and 1.05, including any

Improvements constructed thereon as contemplated for the Project. The parties acknowledge that the Property consists solely of the Land as of the effective date of this Agreement.

xxxii. Sales Price – If unsold shall mean

| Unit Type                 | Total Sales Price   | Quantity  | Per Unit Sales Price |
|---------------------------|---------------------|-----------|----------------------|
| Model B - INT             | \$13,319,820        | 18        | \$739,990            |
| Model A - INT             | \$15,479,820        | 18        | \$859,990            |
| Model B - MEZZANINE - END | \$4,559,940         | 6         | \$759,990            |
| Model A - MEZZANINE - END | \$5,279,940         | 6         | \$879,990            |
|                           | <b>\$38,639,520</b> | <b>48</b> | <b>\$804,990</b>     |

The foregoing are the average base sales prices set forth in the Application but only to the transfer to a bona fide purchaser; upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value at the time of such transfer as determined by the City's tax assessor. The base sales process set forth in this Agreement are estimates and are not reflective of any options and any potential location premiums.

xxxiii. Statutes - The laws of the State of New Jersey including N.J.S.A. 40A:20-1 et seq.

xxxiv. Substantial Completion - shall mean the determination by the City, in its reasonable opinion made with the advice of the Entity that with respect to the Project, that the construction activities entailed are completed in all material respects and that the Project is ready for its intended use and as further defined in N.J.S. A. 54:4-63.1 et seq. Issuance of a Temporary Certificate of Occupancy or a Final Certificate of Occupancy shall be conclusive

proof of Substantial Completion, but the issuance of such certificates are not required in order for a determination by the City that the Project is Substantially Complete.

xxxv. Tax Ratio – the ratio set by the Monmouth County Board of Taxation from time to time pursuant to N.J.S.A. 54:3-17 et seq., representing the relationship of the assessed value of real property within the City to the market value of real property within the City. The tax ratio is 100% in any tax year that the city implements a revaluation or reassessment.

xxxvi. Termination – The expiration of this Agreement or the prior termination of this Agreement by the City, the Entity or a Condominium Unit Owner as set forth herein.

xxxvii. Total Project Cost – The parties hereto stipulate that the Total Project Cost of the Project as defined in the Governing Law, is anticipated to be approximately \$36,404,452.00.

### **Section 1.3 Exhibits Incorporated**

All exhibits which are referred to in this Agreement and are attached hereto, are incorporated herein and made a part hereof.

### **Section 1.4 City Findings**

Pursuant to the Law, the City finds that the tax exemption granted pursuant to this Agreement will benefit the City and its citizens and enhance the prospects of the City's Waterfront Redevelopment Area. The City further finds the benefits of granting a tax exemption for the Project far outweigh its costs, if any, and that absent such tax exemption the Project would not be undertaken. The Project is expected to assist in attracting residents to the City, result in new public infrastructure and creating employment opportunities within the City. The tax exemption will help to offset the extraordinary costs of developing and constructing the Project. The high costs associated with the development of the Project together with conventional real estate taxes would otherwise operate as a disincentive to the redevelopment

of the Property, make the Project materially less competitive in the market place and frustrate the goals and objectives of the City's Waterfront Redevelopment Plan.

## **ARTICLE II - APPROVAL**

### **Section 2.1 Approval of Tax Exemption**

The City by execution of this Agreement has granted and does hereby grant its approval for a tax exemption for the Project to be developed and to be maintained under the provisions of the Law on the Property. Pursuant to the Governing Law, the Project shall be exempt from taxation during the Term of this Agreement, and the Land shall be exempt from Land Taxes during the Term of this Agreement once the Annual Service Charge has commenced.

### **Section 2.2 Approval of Entity**

The City hereby approves the Entity undertaking the Project. The Entity by execution of this Agreement hereby understands and agrees that it is obligated to comply and conform with Governing Law and this Agreement in all respects with applicable Laws. A copy of the Entity's amended certificate of formation is attached hereto as Exhibit 3. A copy of the approval of the Department of Community Affairs is similarly attached hereto as part of Exhibit 3.

### **Section 2.3 Land Taxes**

Without limiting the provisions of Section 2.1 above, no Land Taxes or other separate tax on the Land shall be levied, assessed or be subject to separate taxation during the Term of this Agreement, provided however, that the Entity shall make payment of Land Taxes during the construction of the Project, as set forth at Section 4.5, below.

### **Section 2.4 The Urban Renewal Entity**

In accordance with N.J.S.A. 40A:20-3(g), the Entity which initially owns and constructs the Project and all of the Units shall be a Limited Dividend Entity subject to the profit limitations provided in the Governing Law. These profit limitations are specifically incorporated by reference in this Agreement, shall be applicable to this Agreement, and shall be appropriately



considered and followed in the Auditor's Report required to be prepared and delivered under this Agreement.

In accordance with N.J.S.A. 40A:20-14(b), there is expressly excluded from the calculation of Annual Gross Revenue and from Net Profit as defined in the Governing Law and this Agreement any gain realized by the Entity on the sale of the Property or any Unit in the Project, whether or not taxable under federal or state law.

In accordance with N.J.S.A. 40A:20-15 (but subject to N.J.S.A. 40A:20-14(b)), whenever the Net Profit of the Entity for the period taken as one accounting period, commencing on the date on which the construction of the first Unit of the Project is completed and terminating at the end of the last full fiscal year of the Term shall exceed the Allowable Net Profit for the period, the Entity shall pay the excess net profits to the municipality as an additional service charge within 120 days of the close of that fiscal year.

Notwithstanding anything herein to the contrary, the Entity may maintain, during the Term of the Agreement, a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of the Annual Gross Revenues of such Entity for the last full fiscal year, and may retain such part of those excess net profits as is necessary to eliminate a deficiency in that reserve. Upon Termination of this Agreement, the amount of reserve, if any shall be paid to the City within 90 days of such Termination.

The Entity shall not make, declare or pay any profit, distribution or emolument of any kind to its principals, stockholders, members, partners, etc. in contravention of N.J.S.A. 40A:20-15.

The Entity shall comply with the requirements of the Governing Law. All the organizational papers and documents regarding the formation/creation of the Entity have been forwarded to and approved by the State Department of Community Affairs. Any subsequent purchaser of any Unit in the Project shall not be required to be an urban renewal entity but shall be fully subject to this Agreement. Unless this Agreement has been terminated, deeds made by

the Entity to purchasers of Units in the Project shall reflect the existence of this Agreement as an encumbrance on title to such Unit.

The Entity shall have the powers and authority reflected in N.J.S.A. 40A:20-6 and 7 and all of the rights provided in the Governing Law. The Entity will construct the Project in accordance with the permits and approvals for the Project.

Notwithstanding the foregoing, to the extent that the Tax Exemption Law shall be amended and/or finally interpreted by a court of competent jurisdiction so that the provisions set forth in this Section 2.4 above no longer accurately reflect the provisions of the Tax Exemption Law, the Tax Exemption Law shall control unless the terms contained herein are ratified and validated in a similar fashion to N.J.S.A. 40A:20-22.

### **Section 2.5 Ownership, Management and Control**

The Entity is or will become the designated redeveloper of the Property pursuant to that certain Subsequent Developer Agreement executed between the City, Master Developer and the Entity executed on or about November 12, 2020, and shall develop, operate, manage and sell the Units in the Project.

## **ARTICLE III - - DURATION OF AGREEMENT**

### **Section 3.1 Term**

Absent Termination of this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for thirty (30) years (the "Term") for each residential Unit, commencing on the date of Substantial Completion of each Unit, as set forth in Article IV below, after which time the tax exemption for each Unit shall expire and the land and the improvements comprising each Unit shall thereafter be assessed and taxed pursuant to N.J.S.A. 54:4-1 et seq. Notwithstanding the foregoing, the Term shall not extend for more than thirty-five (35) years from the date that this Agreement is executed by the Parties.

### **Section 3.2 Purpose and Benefits of Agreement**

A. Relative Benefits of the project when compared to the costs:

- i The current real estate taxes on the Land, generate revenue of less than approximately \$ 103,789.00 per annum.
  - ii The Annual Service Charge will provide annual net revenue to the City of approximately \$ \$499,222.56 .
  - iii The Project will provide revenue to the City in an amount which is substantially greater than the amount the City would have received if conventional taxation had remained in effect with respect to the Property.
- B. Assessment of the Importance of the Tax Exemption/Abatement in obtaining development of the Project and influencing the locational decisions of probable occupants:
- i Without the exemption, the Project is not financially viable;
  - ii The exemption permits better use of land and the construction of needed ratables; and
  - iii The exemption permits private development of housing in the City's Waterfront Redevelopment Area consistent with the City's Waterfront Redevelopment Plan.
- C. By the adoption of Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, 20\_\_ attached to this Agreement, the Mayor and City Council approved the above findings and those contained in Section 1.3, the Entity's Application and authorized the execution of this Agreement. The execution of this Agreement was also authorized by the Director of Local Government Services on February 13, 2013 pursuant to that certain Memorandum of Agreement by and between the City and the Division of Local Government Services.

#### **ARTICLE IV - ANNUAL SERVICE CHARGE**

##### **Section 4.1 Annual Service Charge — N.J.S.A. 40A:20-14**

In consideration of the exemption from taxation for the Project, the Entity and each successor Condominium Unit Owner, as applicable, shall make payment to the City of an Annual Service Charge for municipal services supplied to the Project and to each Unit which shall be:

a. In the period after Substantial Completion and prior to the closing of a Unit between the Entity and a third party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price for such Unit multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate divided by 100 multiplied by the County Share Constant.

b. In the first year following the initial transfer of a Unit between the Entity and the third party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate multiplied by the County Share Constant.

c. In each following year

(a) in which the City is reporting 100% of value to the Monmouth County Tax Board, the greater of (i) the Minimum Annual Service Charge or (ii) the value assigned to the Unit by the tax assessor multiplied by the Municipal Purposes Tax Rate divided by 100 (the "Municipal Share") multiplied by the Tax Ratio multiplied by the County Share Constant.

(b) in which the City is not reporting 100% of value to the Monmouth County Tax Board, the greater of: (i) the Minimum Annual Service Charge or (ii) the prior year Municipal Share multiplied by the Municipal Increase multiplied by the County Share Constant.

The Annual Service Charge shall be calculated from the First day of the month following the determination by the City of Substantial Completion of each Unit in the Project in the manner set forth herein.

During the Term, the city shall remit five (5%) percent of the Annual Service Charge received by it in the County of Monmouth upon the City's receipt of same.

The Administrative Fee further described a Section 8.2 hereof, shall constitute as an additional Annual Service Charge.

In the event that the exemption of Land Taxes provided in Sections 2.1 and 2.3 hereof, and authorized by N.J.S.A. 40A:20-12, is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect, and the calculation of the Annual Service Charge herein shall be reformed as follows:

In addition to the Annual Service Charge as calculated at Section 4.1(a), (b), (c) or (d) above, as applicable, the Annual Service Charge shall be increased by the Land Taxes due multiplied by the County Share Constant. In the event that Land Taxes become due, the Entity has not waived the credit with respect to same set forth at N.J.S.A. 40A:20-12, and the City will apply the statutory credit to the Annual Service Charge due from the Entity or the Condominium Unit Owner, as applicable.

#### **Section 4.2 Quarterly Installments**

Payment of the Annual Service Charge shall be made in quarterly installments on those dates when ad valorem real estate tax payments within the City are due subject, nevertheless, to adjustment for over or underpayments after the close of each calendar year. In the event that the Entity or any Condominium Unit Owner fails to timely pay the Annual Service Charge, the amount unpaid shall accrue interest at the rate applicable for unpaid real property taxes.

#### **Section 4.3 Pro Rata Basis of Annual Service Charge**

The Annual Service Charge with respect to each Unit of the Project for the year in which it is Substantially Completed, shall be adjusted on a pro rata basis from its commencement to the close of such calendar year. For the year in which Termination of this Agreement occurs, the Annual Service Charge shall be similarly pro-rated.

#### **Section 4.4 Annual Service Charge Following Termination**

The Entity or any Condominium Unit Owner may terminate this Agreement prior to the expiration of the Term with respect to its Unit upon thirty (30) days written notice to the City.



This Agreement may also be terminated by the City in accordance with Section 19.1 below. After Termination of this Agreement with respect to the Project or to any Unit, whichever is applicable, the Property or such Unit shall thereafter be assessed and taxed as conventional real property. Termination of this Agreement prior to the maturity of the RAB Bonds shall not terminate the Entity's obligation to pay the Special Assessment, as defined below, in accordance with the terms of the RAB Bonds.

#### **Section 4.5 During Construction**

During the period between commencement of construction of the Project and the Substantial Completion of the Project and/or Unit(s), the Entity shall make a payment of only Land Taxes.

#### **Section 4.6 Special Provisions Regarding the RAB Law**

As a consequence of certain separate agreements implemented by City Ordinances and resolutions, the City has agreed that the cost of installation of infrastructure and related expenses required for the development of the Project is being financed by the City's issuance of bonds pursuant to the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. (the "RAB Law"). Such improvements are also subject to a special assessment (the "Special Assessment"). Therefore, acting in accordance with N.J.S.A. 40A:12A-66, the City and the Entity have agreed that the Annual Service Charge imposed on the Units has been determined in a manner that, at the time of the initial transfer of title of a Unit from the Entity to a Unit purchaser: (i) yields to the City the amount of net revenue that the City would have received (net of taxes payable to the county and for board of education purposes) had conventional taxation remained applicable to such Units; and (ii) the Special Assessment (including the Annual Service Charge) due on each Unit will not exceed the amount of conventional taxes that would have been due on each Unit had conventional taxation remained applicable to such Unit. Accordingly, the terms of N.J.S.A. 40A:20-12(b)(2) requiring a specified minimum and maximum Annual Service Charge and staged increases in the Annual Service Charge shall not apply

during the term of this Agreement. This Agreement is conditioned upon issuance of the RAB Bonds by the City, after the City obtains all prerequisite governmental approvals required for such issuance, and upon the RAB Bonds remaining outstanding during the Term of this Agreement. The City shall take no action to redeem the RAB Bonds prior to the Term of this Agreement.

#### **Section 4.7 Leases**

Any lease between the Entity and a tenant shall not require the City's consent or approval, may require that a tenant pay all or part of the applicable Annual Service Charge or Minimum Annual Service Charge provided that no requirement will relieve the Entity of such obligations under this Agreement unless agreed to by the City.

### **ARTICLE V - DISPUTE RESOLUTION**

#### **Section 5.1 Arbitration**

In the event of a breach of the within Agreement, other than a payment default, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party shall submit the dispute to arbitration, which shall utilize the New Jersey law and the arbitration rules of the American Arbitration Association to be resolved in accordance with such law, rules and regulations in such a fashion as to accomplish the purposes of the Governing Law and this Agreement. The cost of the arbitration shall be borne equally by the Parties.

The Parties shall determine whether one arbitrator or a panel of three arbitrators will determine the dispute. An arbitrator shall be mutually acceptable to the Parties and shall have the following qualifications: (i) an attorney at law or other professional of the State of New Jersey, with no less than fifteen years' experience, and whose expertise is in redevelopment projects utilizing the Governing Law; or (ii) any other qualifications mutually acceptable to the Parties. In the event that the Parties cannot agree on the selection of the arbitrator(s), then the

dispute shall be arbitrated by a panel of three arbitrators, with each party selecting each arbitrator, and those two arbitrators selecting the third.

The arbitrator(s) shall make written findings of fact and conclusions with respect to compliance with the Governing Law. Any arbitration award may be appealed by either party to the New Jersey Superior Court, Law Division, with respect to asserted errors of fact or law, and the outcome of such appeal may be further appealed in the New Jersey courts, and shall not be limited in any way due to the origin of the action in arbitration.

In the event of a default in payment of the Annual Service Charge as defined in Article IV, above, the City, among its other remedies, reserves the right to proceed against the Entity's Property, in the manner provided by N.J.S.A. 54:5-1 et seq., irrespective of any Arbitration proceeding and any act supplementary or amendatory thereof. Whenever the word taxes appears or is applied directly or impliedly to mean taxes or municipal liens on land such statutory term shall be read, as far as pertinent to this Agreement, as if the Annual Service Charge constitutes taxes or municipal liens on land. In such event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above-referenced manner.

## **ARTICLE VI - CERTIFICATE OF OCCUPANCY**

### **Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to Substantially Complete the Project and to obtain the Certificate(s) of Occupancy for each Unit within the Project at the time when each Unit is eligible for the issuance of a Certificate of Occupancy. The City shall cooperate to ensure that any offsite infrastructure or other improvements which is the responsibility of the City and/or the Master Developer are approved and completed in a timely manner to ensure the uninterrupted development and issuance of certificates of occupancy for the Units within the Project by the Entity.

### **Section 6.2 Substantial Completion**

The Annual Service Charge is to commence on the first day of the month following the Substantial Completion of any Unit in the Project. The Annual Service Charge shall become payable upon the Substantial Completion of a Unit in the Project regardless of whether the Unit is sold, occupied or tenanted. Only Land Taxes shall be payable prior to Substantial Completion, in accordance with Section 4.5.

**Section 6.3 Filing of Certificate of Occupancy**

It shall be the responsibility of the City to forthwith file with and or submit to the Tax Assessor of the City a copy of each Certificate(s) of Occupancy issued for a Condominium Unit in the Project.

Failure of the City to file or submit such issued Certificate(s) of Occupancy, as required by the preceding paragraph, shall not restrict the City's Tax Assessor from taking appropriate action.

The estimated cost data disclosed by the Application submitted by the Entity with this Financial Agreement may at the option of the City's Building Department be used as the basis for construction cost determinations applicable to the issuance of building permits(s) for the Project.

**ARTICLE VII - ANNUAL AUDITS**

**Section 7.1 Accounting System**

The Entity agrees to maintain a system of accounting and internal controls required for proper record control under the Agreement. The requirements for submission of periodic reports by the Entity including, without limitation, any Auditor's Reports except for a final accounting required by the Law, shall cease when the Entity no longer has an interest in the Project and has sold all Units as evidenced by recorded deeds or except as required by the Governing Law, following Termination of this Agreement.

**Section 7.2 Periodic Reports**

Within ninety (90) days after the close of each fiscal or calendar year, depending on Entity's accounting basis for the duration of this Agreement, (taking into account Section 7.1), the Entity shall submit an auditor's report certified by a certified public accountant for the preceding fiscal or calendar year to the City's Chief Financial Officer and the City Clerk, and the Director of the New Jersey Division of Local Government Services. The auditor's report shall conform to all applicable standards of the Tax Exemption Law and shall include the following data:

Annual Gross Revenue data, Net Profits, excess profits, sales date, sales price of each Unit, principal amount and the interest rate of any mortgage(s) associated with the purchase of each Unit, to the extent known, a listing of those Units identified as investor owned Units and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, including gross revenues, allowable profits, mortgage agreements and financial agreements pursuant to the Governing Law and this Agreement.

Failure by the Entity to submit the reports required by this Article VII shall subject the Entity to a fine, payable to the City, commencing on the 91<sup>st</sup> day after such report is due, in the amount of \$100.00 per day for each day after the 90<sup>th</sup> day that such report is not filed.

### **Section 7.3 Project Sales or Leases**

When the Project or Unit is sold or leased, all relevant data regarding such sale or lease, including date, consideration, all relevant closing documents, and leases, shall be submitted to the City Clerk & Tax Assessor.

### **Section 7.4 Inspection**

The Entity shall permit upon proper request an inspection of property, equipment, buildings and other facilities of the Project as well as an examination and audit of the books, contracts, records, documents and papers by representatives duly authorized by the City or the New Jersey Division of Local Government Services in the Department of Community Affairs. Such examination or audit shall be made following reasonable advance notice during business



hours, and shall be conducted in the presence of any officer or agent of the Entity to which the examination or audit relates.

## **ARTICLE VIII - APPLICATION AND ADMINISTRATIVE FEE**

### **Section 8.1 Application Fee**

The Entity has paid to the City \$\_\_\_\_\_, representing two percent (2%) of the estimated first year's Annual Service Charge, as a fee for processing the Application.

### **Section 8.2 Administrative Fee**

(a) Defined. The Entity acknowledges and agrees that, in addition to the payment of the Annual Service Charge, an annual administrative fee to the City shall be payable. The annual Administrative Fee shall be 2% of the Annual Service Charge in each year. For purposes of enforcement of collections, such payments shall be considered to be an additional part of the Annual Service Charge and shall be included in billing statements provided by the City to Unit Owners. The Administrative Fee shall be payable and due on or before December 31<sup>st</sup> of each year with interest accruing for late payments in accordance with the standards applicable to the Annual Service Charge.

(b) Submission of Deeds. The Entity shall submit filed copies of all deeds certified to be true copies within thirty (30) days of a closing to the City Tax Assessor.

## **ARTICLE IX - INTENTIONALLY OMITTED**

## **ARTICLE X - ASSIGNMENT AND/OR ASSUMPTION**

### **Section 10.1 Assignment**

The Entity may assign its rights under this Agreement with the prior written consent of the City, which consent will be granted provided (a) the new entity is an urban renewal entity formed pursuant to the Governing Law, (b) at the time of such assignment, the new entity is or has agreed to become the fee owner of the Project and has agreed in writing to undertake any remaining construction and completion of the Project; (c) the new entity does not own any other Project subject to a long term tax exemption at the time of transfer; (d) the assignor Entity is not then in default of this Agreement; (e) the assignor Entity's obligations under this Agreement are

fully assumed by the new entity; (f) the new entity shall have demonstrated to the City's reasonable satisfaction its financial capability and experience; and (g) the assignor Entity shall pay the City a transfer fee equal to two percent (2%) of the then current Annual Service Charge as required by N.J.S.A. 40A:20-10(d). Upon the transfer of this Agreement to an assignee, the Entity shall be discharged from any further obligation with respect to the Project. Voluntary transfers of more than ten (10%) percent of the ownership of the Project or any portion thereof shall be subject to N.J.S.A. 40A:20-5e. Nothing contained in this Agreement shall prohibit transfers of interests in the Entity itself provided that notice of the transfer, if greater than ten (10%) percent, shall be provided to the City in accordance with N.J.S.A. 40A:20-5e

### **Section 10.2 Deed Recitals**

While this Agreement remains in effect, deeds for Units in the Project shall include a recital that (a) the grantee is subject to the terms and conditions of this Agreement, and (b) that this Agreement runs with the land for the duration of this Agreement and that by accepting this deed, the grantee acknowledges it has received from the Entity a true copy of the aforementioned Agreement, the originals of which may be examined by the grantee in the Office of the City Clerk during regular working days and hours.

### **Section 10.3 Operation of Project**

Following the filing of the master deed creating the condominium, the Project shall be operated in accordance with the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et. seq. as now or hereafter amended and/or supplemented. The Entity hereby agrees at all times prior to the expiration or termination this Agreement to remain bound by the provisions of this Agreement and those of N.J.S.A. 40A:20-1 et. seq., as currently amended and supplemented with respect to Units in the Project which are owned and not sold by either Entity. Upon the sale of any Unit, the successor in title shall be similarly bound and the Entity shall be relieved and discharged from any obligation or liability with respect to such Unit.

**ARTICLE XI - INTENTIONALLY OMITTED****ARTICLE XII - RECORDING****Section 12.1 Recordation of Agreement**

The City shall record at the Entity's expense a fully signed original of this Agreement with the office of the Monmouth County Clerk prior to the first conveyance of a Condominium Unit by either Entity.

**ARTICLE XIII - WAIVER****Section 13.1 Waiver**

Nothing contained in this Agreement shall constitute a waiver or relinquishment by either Entity or the City of any rights and remedies, including without limitation, the City's right to terminate this Agreement and the tax exemption granted hereunder for an uncured breach of any of the terms provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City or either Entity has under law, in equity, or under any provisions of this Agreement.

**ARTICLE XIV - NOTICES****Section 14.1 Sent by City**

Any notice required hereunder to be sent by either party to the other shall be sent by a nationally recognized overnight courier service or by certified or registered mail, return receipt requested, addressed as follows:

When sent by the City to the Entity notices shall be addressed to K. HOVNANIAN'S THE COVE AT ASBURY PARK URBAN RENEWAL, LLC, 110 Fieldcrest Avenue, Edison, New Jersey 08837, Attention: Carl W. Erler, Division Counsel, unless, prior to the giving of notice, the Entity shall have notified the City otherwise in writing.

Upon the transfer of title to any Unit in the Project, notice shall be sent to the new owner at the Project or to the address listed for the Condominium Unit Owner on the last tax duplicate

of the City unless written notice of a different address for the Condominium Unit Owner was provided to the Tax Assessor and Tax Collector of the City.

### **Section 14.2 Sent by Entity**

When sent by the Entity or Condominium Unit Owner to the City, notice shall be addressed to the City Clerk, Mayor and City Manager at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, unless, prior to the giving of notice, the City shall have notified the Entity or Condominium Unit Owner otherwise in writing. The notice to the City shall identify the subject and property to which it relates.

## **ARTICLE XV - INTENTIONALLY OMITTED**

## **ARTICLE XVI - CONSTRUCTION/ENFORCEMENT**

### **Section 16.1 Applicable Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

## **ARTICLE XVII - WASTE AND REFUSE DISPOSAL**

### **Section 17.1 Responsibility of Entity**

Unless the City otherwise agrees, collection and disposition of all solid waste, refuse and recyclables emanating from the Project shall be the exclusive responsibility of the Entity prior to the filing of the master deed creating the condominium, and thereafter by the Condominium Association. The Entity or other responsible party shall engage a licensed collector, hauler or scavenger at the Entity's (or other responsible party's) cost and expense to collect and dispose such waste and recyclables.

## **ARTICLE XVIII - INDEMNIFICATION**

### **Section 18.1 Defined**

It is understood and agreed that, in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of the within Agreement and/or the provisions of N.J.S.A. 40A:20-1 et

seq., by the Entity, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto to which intervention of the Entity hereby consents. The expense of such intervention thereof shall be borne by the City.

## **ARTICLE XIX - DEFAULT**

### **Section 19.1 Default**

“Default” shall be the failure of the Entity or a Condominium Unit Owner to perform its obligations under this Agreement after notice and within applicable cure periods provided in this Agreement.

### **Section 19.2 Cure Upon Default**

Should the Entity or any Condominium Unit Owner be in default in the payment or performance of its obligations under this Agreement, the City shall notify such defaulting party of said default. Said notice shall set forth with particularity the basis of the alleged default. The defaulting party shall have 90 days to cure any default, except for a payment default, which the defaulting party shall have 10 days to cure. If any non-payment default cannot be cured within the cure period then, provided that diligent cure efforts are being prosecuted, the period for cure shall be extended for an additional 90 days after which this Agreement may be terminated in accordance with the Governing Law.

### **Section 19.3 Remedies Upon Default**

The City shall, among its other remedies, have the right to proceed against the real property which is the subject of the default pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq. All of the remedies provided in this Agreement to the City and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. Further the bringing of any action for any unpaid charges due to the City under this Agreement, the Annual Service Charge, or for breach of any covenant or the resort to any other remedy herein provided



for shall not be construed as a waiver of the right of the City to terminate the tax exemption as to the real property which is the subject of the Default.

#### **Section 19.4 Force Majeure**

The Parties acknowledge and agree that the performance or non-performance by both or either of the Parties of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is the result of a Force Majeure Event, provided however, that the Force Majeure Event was not the result of or did not arise out of any unlawful action or non-action of the party relying on such Force Majeure Event as justification for the performance, failure of performance, or delay in performance of the subject obligation, requirement, commitment or other responsibility. In the event of a Force Majeure Event, either party hereto may obtain an extension of time to perform any obligations arising under this Agreement by notifying the other party in writing pursuant to the provisions of Article XIV of the Force Majeure Event no later than thirty (30) days after the first occurrence of the Force Majeure Event, and such extension of time shall commence upon the first occurrence of the applicable Force Majeure Event; provided, however, that if either party fails to give such notice within such thirty (30) day period, and the event or occurrence that is the basis for the Force Majeure Event continues for more than thirty (30) days, such delay shall still be a Force Majeure Event that excuses the impacted party's performance if the impacted party gives notice thereof, but the period of time during which such performance is excused shall commence on the date when the notice is received by the non-impacted party. Any such extension of time shall only be for so long as the Force Majeure Event reasonably requires.

#### **ARTICLE XX - TERMINATION**

##### **Section 20.1 Termination Upon Default of the Entity or Condominium Unit Owner**

In the event the Entity or Condominium Unit Owner fails to cure or remedy such default or breach within the time period provided in Section 19.2, the City may terminate this Agreement

as to the Condominium Unit(s) affected by the Default upon 30 days written notice to the Entity or Condominium Unit Owner then in Default. For purposes of the Entity rendering a final financial accounting, the termination of this Agreement shall be deemed to be the end of the fiscal year for the Entity or Condominium Unit Owner. The Entity then in Default shall within 90 days after the date of such termination, pay to the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-13 and N.J.S.A. 40A:20-15 as well as the excess profit, if any, payable under this Agreement. The termination date of this Agreement shall be deemed to be the end of such Entity's fiscal year.

Upon such termination of the exemption for the Project or any Unit, all affected properties and all improvements made thereto shall be assessed from the date of termination under conventional real property taxation principles.

## **ARTICLE XXI - MISCELLANEOUS**

### **Section 21.1 Conflict**

The parties agree that in the event of a conflict between the Application, and this Agreement, this Agreement shall govern and control. The Governing Law shall supersede any conflict between its terms and this Agreement provided that the Governing Law shall be interpreted and applied in a manner consistent with the terms of the RAB Law, N.J.S.A. 40A:12A-64 et seq.

### **Section 21.2 Oral Representations**

There have been no oral representations made by any of the parties hereto which are not contained in this Agreement. This Agreement, the City's Ordinance approving this Agreement, the Application, that certain Subsequent Developer Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement and that certain Special Assessment Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement, constitute the entire Agreement between the Parties,

and there shall be no modifications hereto other than by a written instrument executed and delivered by the Parties.

### **Section 21.3 City's Ordinance**

The City's Ordinance approving this Agreement is incorporated in this Agreement and a made part hereof.

### **Section 21.4 Good Faith**

The covenants of good faith, fair dealing and implied necessity are deemed incorporated into and made a part of this Agreement.

### **Section 21.5 Grammatical Usage**

The bracketing, of the letter "s" at the end of a word such as Unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

### **Section 21.6 Tentative Financial Plan**

A financial plan and detailed representations and covenants by the Entity conforming to N.J.S.A. 40A:20-9 for the undertaking of the Project is included in the Application. The Entity represent that they will diligently attempt to construct the Project in accordance with the information contained in the Application and the terms of the Subsequent Developer Agreement.

### **Section 21.7 Condominium Sales**

Notwithstanding any contrary term or provision of this Agreement, the City expressly agrees and consents to the sale of the Project to purchasers of Units in the Condominium to be formed upon the filing of the master deed and to their successors and assigns and that upon the transfer of title to a Unit by either Entity to the purchaser of such Unit (which shall be deemed to have occurred upon such Unit's sale) the Entity's obligations under this Agreement with respect to such Unit shall cease, the tax exemption granted hereby and all obligations related thereto shall continue and inure to and bind each purchaser of a Unit and his successors and assigns

notwithstanding that such persons are not urban renewal entities pursuant to the Governing Law. The proceeds of the sale of Units in the Project shall not be included in the Annual Gross Revenue or Net Profits of the Entity.

### **Section 21.8 Payment of Other Fees for Municipal Services**

To the extent that the City collects fees from property owners for the provision of certain services provided by the City or its agents, the Entity agrees to make payments for such municipal services, including without limitation water and sewer charges and any services that create a lien on parity with or superior to the lien for the land taxes and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments.

### **Section 21.9 Severability**

If any term, covenant or condition of this Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

If any portion of this Agreement shall be judicially declared to be invalid and unenforceable and provided that a default has not been declared pursuant to this Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore the Agreement to the manner and economic effect contemplated by the Parties, including, but not limited to the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

### **Section 21.10 Certification**

The City shall certify to the City Tax Assessor, pursuant to the Governing Law, that this Agreement entered into by the City and the Entity has been lawfully entered into and is in effect

pursuant to the Governing Law. The delivery by the City to the City Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the City Tax Assessor shall implement the tax exemption and continue to enforce the tax exemption without further certification by the City until the Termination Date. Further, upon the adoption of this Agreement, the Ordinance shall be transmitted to the Director of the New Jersey Division of Local Government Services in the Department of Community Affairs by the City.

#### **Section 21.11 Estoppel Certificate**

Within thirty (30) days following written request therefor by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the City's knowledge, no default has occurred under this Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a default) or stating the nature of any default; and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a default, it shall be identified with reasonable detail and also state the manner in which such default may be cured.

#### **Section 21.12 Exhibits**

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

1. Exhibit 1 - The Application.
2. Exhibit 2 - Ordinance authorizing the execution of this Agreement.
3. Exhibit 3 - Certificates of the Entity approved by Department of Community Affairs.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]



**IN WITNESS WHEREOF**, the parties have caused these presents to be executed the day and year first above written.

K. HOVNANIAN'S THE COVE AT ASUBRY  
PARK URBAN RENEWAL LLC

\_\_\_\_\_  
Name: Michael Weisslitz, Division President

An Authorized Officer

THE CITY OF ASBURY PARK

\_\_\_\_\_  
John Moor, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Cindy Dye, RMC, City Clerk

STATE OF NEW JERSEY,  
COUNTY OF MONMOUTH

SS:

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park; and
- (c) executed the instrument as the act of the City of Asbury Park.

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY,  
COUNTY OF MONMOUTH

SS:

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, Michael Weisslitz personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized officer of K. HOVNANIAN'S THE COVE AT ASBURY PARK URBAN RENEWAL LLC; and
- (c) executed the instrument as the act of K. HOVNANIAN'S THE COVE AT ASBURY PARK URBAN RENEWAL LLC.

\_\_\_\_\_  
Notary Public

**EXHIBIT 1**  
**The Application**

EXHIBIT 2  
Ordinance

Attachment: Financial Agreement- AP Triangle FOR COUNCIL (2021-3 : Financial Agreement with K. Hovnanian's Cove at Asbury Park Urban

**EXHIBIT 3**  
**Certificates of the Entity**

(TO BE PROVIDED)

EXHIBIT A  
SUBSEQUENT DEVELOPER AGREEMENT

Attachment: Financial Agreement- AP Triangle FOR COUNCIL (2021-3 : Financial Agreement with K. Hovnanian's Cove at Asbury Park Urban





**Asbury Park, New Jersey  
ORDINANCE NO. 2021-4**

**AN ORDINANCE ESTABLISHING A RESTRICTED PARKING SPACE FOR USE BY HANDICAPPED PERSONS AT PROPERTY LOCATED AT 1201 THIRD AVENUE, IN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING SECTION 7-36, ENTITLED, "HANDICAPPED PARKING," OF CHAPTER VII, "TRAFFIC," OF THE "REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW JERSEY."**

**WHEREAS**, the City of Asbury Park (the "City") has been requested to create an additional handicapped parking space adjacent to property located at 1201 Third Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 52 feet from of the north/west corner of Third and Pine Street and extending 20 feet on center therefrom; and

**WHEREAS**, pursuant to N.J.S.A. 39:4-197.5, a municipality may, by Ordinance, establish restricted parking space(s) in front of residences, schools, hospitals and other public buildings, and in shopping and business districts, for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

**WHEREAS**, the Asbury Park Police Department has reviewed and approved this request; and

**WHEREAS**, the City therefore wishes to designate an additional restricted parking space for use by handicapped person(s) at the aforesaid property, and to amend and supplement Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances 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, as follows:

1. There is hereby established an additional restricted parking space adjacent to the property located at 1201 Third Ave, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 52 feet from the north/west corner of Third and Pine Street and extending 20 feet on center therefrom, in accordance with the requirements set forth in this Ordinance.

2. The City Engineer is hereby designated to determine whether or not the said

parking space and the erection of any signs associated therewith conform to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the Commissioner of Transportation, and any other Department of Transportation rules and regulations governing parking spaces and signs, and shall certify his approval of the same to the Commissioner of Transportation in accordance with the requirements of N.J.S.A. 39:4-8.1.

3. The City is authorized to erect appropriate signage to designate the handicapped parking space established herein and may mark the street appropriately.

4. Any signs erected or street markings employed to identify the subject parking space shall clearly and conspicuously state "Parking for Handicapped Persons Only."

5. Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended and supplemented to include the following:

| <u>Name of Street</u> | <u>Side</u> | <u>Location</u>                                                                                                                                                                                                    |
|-----------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Third Ave.            | West        | 1201 Third Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 52 feet from the north/west corner of Third and Pine Street and extending 20 feet on center therefrom |

6. On or before January 15<sup>th</sup> of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

7. The City reserves the right to terminate the designation of the within handicapped parking space at the City's discretion.

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

9. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

10. This Ordinance shall take effect upon final passage and publication in accordance with the law.

11. A certified copy of this Ordinance shall be provided to the Commissioner of Transportation within thirty (30) days of the adoption thereof.

I, MELODY HARTSGROVE, 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. 2021-4 which was finally adopted by the City Council at a meeting held on the 10th day of February, 2021

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MELODY HARTSGROVE  
CITY CLERK



Minutes  
Meeting of the Municipal Council  
Wednesday, February 10, 2021  
REGULAR MEETING

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

2021-103 Resolution Authorizing a meeting which excludes the public

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

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

1. Call to Order/Roll Call

| Attendee Name      | Title         | Status | Arrived |
|--------------------|---------------|--------|---------|
| Eileen Chapman     | Councilmember | Remote |         |
| Yvonne Clayton     | Councilmember | Remote |         |
| Jesse Kendle       | Councilmember | Remote |         |
| Amy Quinn          | Deputy Mayor  | Remote |         |
| John Moor          | Mayor         | Remote |         |
| Melody Hartsgrove  | City Clerk    | Remote |         |
| Donna Vieiro       | City Manager  | Remote |         |
| Frederick Raffetto | City Attorney | Remote |         |

City Clerk Melody Hartsgrove called the meeting to order at 6:13 PM.

3. Silent Prayer/Moment of Reflection

4. Salute to the Flag

5. Announcement - Open Public Meetings Act

**ITEMS TO BE PRESENTED:**

1. Micromobility Update

Deputy City Manager, Michael Manzella provided Micromobility updates to Mayor and Council.

2. Presentation by Michele Alonso, Director of Planning and Redevelopment of a Community Energy Aggregation Program that Creates an Option for 100% Regionally Sourced Renewables.

Director of Planning and Redevelopment, Michele Alonso presented a Community Energy Aggregation Program that Creates an Option for 100% Regionally Sourced Renewables to the Mayor and Council.

3. Presentation by Michele Alonso, Director of Planning and Redevelopment on the Keep America Beautiful Program

Director of Planning and Redevelopment, Michele Alonso presented a Keep America Beautiful Program to the Mayor and Council.

#### Matters from City Council

Council member Chapman stated, I would like to remind our residents that City Hall will be closed on Friday the 12<sup>th</sup> and Monday the 15<sup>th</sup> for Presidents day. The Public Library will be closed on Saturday the 13<sup>th</sup> and Monday the 15<sup>th</sup>. I also just want to remind people that the city has free masks for Asbury Park residents. They can be picked up at City Hall from 9:00AM to 5:00PM, though not on these days when we are closed. Mask up and be safe!

Council member Clayton stated, the city is currently hiring special law enforcement officers number 1. The deadline for the application is March 1<sup>st</sup>. The requirements are that you must be over 18, have a high school diploma or its equivalency. You can apply at the city's website at [www.cityofasburypark.com/appdjobs](http://www.cityofasburypark.com/appdjobs) or you can call Joel Fiori at 732-775-6548.

Council member Kendle stated, I'd like to send my condolences out to the Smith family. Tyrone Smith has worked for the fire department and school system for many years, he was a basketball coach at the high school. He loved the kids and spent a lot of time with different organizations around the city trying to help them out. So, I would just like to send my condolences to the Smith family.

Deputy Mayor Quinn stated, Jersey City and Hoboken have precluded these food delivery apps from going to 30% tip that goes directly to the food delivery app. Jersey City and Hoboken implemented something where they only allow in their towns up to 15%. I'm wondering if we could take a peek at that because I know from numerous restaurants that the delivery apps are killing them fee wise. The business committee is currently going through ideas to help our business community in spring and summer and if people have some suggestions, they could feel free to email me and I can get it to our chairs, Kathy Kelly and Bianca. Or they can email the city and it will get to our chairs and the committee will look at any kind of ideas people have in trying to support businesses through the spring and summer. Big kudos to the Environmental Shade Tree Commission who are receiving the State Governor's Jefferson Award. Kudos to Tom Pivinski and the entire commission and all that they do in Asbury Park. That is a prestigious and amazing award I am very proud of the Environmental Shade Tree Commission and all of the volunteers who may not be on the commission but who make that commission work. Thank you to Tom and the volunteers and the Environmental Shade Tree Commission. Last but not least I want to thank our city staff. Doug, Sarah, Su and Jasmin who I know for a fact are tirelessly working on helping people register to get vaccines. I can't tell you how many people call me and need help and I refer them to one of those people and the people immediately call me back and

let me know they've already gotten a call from our Social Services Department assisting them with the registration for vaccines. Big thank you to the Social Services Department and all of the work that they are doing to try to get all of the residents in Asbury qualified for the vaccine.

We have hired a staff member, we have a 24-hour line, if you don't get one of those four people that I mentioned, somebody will call you back. If you have bad internet connection, no internet connection, or you can't figure out how to upload your document they are helping people with all of that. If they can get these people appointments, they are doing that as well. This has been an extremely frustrating experience with the vaccine. These 4 people under the leadership of Donna and Mike and this council, have just really prioritized getting registrations and vaccines as best as they possibly can, under the circumstances, to the people of Asbury Park.

Council member Clayton stated, I just want to add the phone number to call locally. Our Social Services Department for COVID assistance is 732-775-0960.

Mayor Moor stated, about the Smith family, I've known Tyrone forever. Condolences, he was a great person taken way too young. Two quick things, back in mid-January the city did a great survey of how many streetlights were out throughout the city. We got in touch with our JCP&L representative, Frank Luna and there were 105 lights out. Because of his hard work, and he did this work when he was on call with the National Guard, he was stationed down in D.C. after the fiasco down there. 99.9% of them have been fixed. Frank, thank you. We thank you for your duty to Asbury Park and your duty to the country. He just got off active duty, so welcome back Frank. We have a great relationship with JCP&L, I wish we had a great relationship with the other utilities as we do with JCP&L. The second thing on tonight's agenda, 2021-110, is we're giving \$100,000 to CARC, Community Affairs Resource Center through the CDBG money that we got through the federal money. We've been very frugal how we spend this money, but this \$100,000 is going to Beatriz and CARC to help people with paying their rent. This is just for Asbury Park residents. We know right now people are having problems paying rent and paying mortgages, so this is another great step forward by the CDBG committee, the city manager, and the council as far as putting the money where it's needed. Again, Donna, the committee, Cassandra, and Beatriz thank you. If anyone needs that number, you can call 732-774-3282.

#### Matters from City Attorney

City Attorney, Frederick Raffetto stated, I just wanted to bring to the council's attention that the resolution that refers the proposed updated Storm Water Control Ordinance to the Planning Board, it's number 2021-101, is still in the same format as that which was contained in the packages for the last council meeting where it was pulled from the agenda. It reads that we're referring the model ordinance as prepared by the DEP to the Planning Board. Actually, since our last council meeting the city has revised the proposed ordinance to make it more stringent than the model, which is permitted. The language of that resolution just has to be tweaked slightly when you get to it on the agenda tonight. I just wanted to bring that to your attention, indicating that we're not referring the model, we're referring an ordinance that we tweaked in certain respects to make it more applicable to Asbury Park.



## Matters from City Manager

City Manager, Donna Vieiro stated, staff is assisting those residents that have no internet or computer access to register on sites for the COVID vaccine. We are not scheduling the appointments because we don't have control over that, but we are helping our residents that are eligible for a vaccine to get registered on these websites. We do have people working on the weekends and also in the evenings, and we also have a voicemail that you can leave a message, and someone gets back to you very quickly.

## **PUBLIC PARTICIPATION**

A motion was made by Council member Clayton and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Ernest Mignoli made a comment on council members, Tracy Rogers made a comment on the COVID vaccine and the rent control initiative petition, Wendi Glassman made a comment on snow removal and DPW, Felicia Simmons made a comment on the rent control initiative petition, Kathleen Mumma made a comment on the workshop presentations and asked a question regarding the storm water control resolution, Michelle Gladden made a comment on snow removal and DPW, Paul Weinstein made a comment on sidewalk snow removal, Paula Shulga made a comment on Micromobility and sidewalk snow removal, and Joe Grillo made a comment on the Asbury Park dinner table.

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

## **MINUTES**

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

1. Municipal Council-Executive Meeting Jan.27, 4:00 PM
2. Municipal Council - Regular Meeting - Jan 27, 2021 6:00 PM

## **CONSENT AGENDA RESOLUTIONS**

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

2021-104 Resolution to Credit Sewer Account 1504-7 1520 Sewall Avenue

2021-105 Resolution to Correct Billing for Sewer Accounts 1603-1 1146 Asbury Avenue

2021-106 Resolution Authorizing the Disposition of Surplus Property

## **INDIVIDUAL RESOLUTIONS**

2021-100 Resolution of The Mayor and City Council of The City of Asbury Park Referring Proposed Amendments to The Main Street Redevelopment Plan to The City of Asbury Park Planning Board, And Directing the Planning Board to Take Certain Actions Pursuant to N.J.S.A. 40a:12a-7(E)

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

2021-101 Resolution of The Mayor and City Council of The City of Asbury Park Referring A Proposed Revised Stormwater Control Ordinance to The City of Asbury Park Planning Board, And Directing the Planning Board to Take Certain Actions Pursuant to The New Jersey Municipal Land Use Law.

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

2021-107 Resolution Approving Payment of Bills

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

2021-108 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2020 Budget

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

2021-109 Resolution Amending Temporary Budget Appropriations for 2021 Budget

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

2021-110 Resolution Authorizing Funding to Community Affairs Resource Center for The Administering of Rental Assistance Through the Community Development Block Grant (CDBG--CV) Cares Act Funds

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

2021-111 Resolution Authorizing the Purchase of Sanitary Manholes With Community Block Grant Funding

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

2021-112 Awarding Bid for Printing Services

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

2021-113 Resolution amending the purchase of lightning equipment for the new Police Department vehicles from East Coast Emergency Lightning, Inc.

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

2021-114 Resolution Authoring a Professional Services Contract to The Rodger's Group for Police Accreditation

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

2021-115 Resolution Awarding a contract to Monmouth Telecom for Telephone and Internet Service

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

2021-116 Approval of a Grant Extension from the New Jersey Department of Transportation for the Transit Village Wayfinding and Gateway Signage Project

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

2021-117 Resolution Amending the Contract with ENGenuity Infrastructure LLC for Design of Citywide Wayfinding Signage

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

2021-118 Resolution Authorizing the Execution of An Amendment of The Subsequent Developer Agreement Between the City of Asbury Park, Asbury Partners, LLC And K Hovnanian's Cove at Asbury Park Urban Renewal, LLC Transferring the Ap Triangle Project, Located at Block 3801, Lots 1.01, 1.03, And 1.05 From Ap Triangle, LLC As Subsequent Developer to K Hovnanian, LLC

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

## **ORDINANCES**

### Introduction

2021-2 An Ordinance of The City of Asbury Park, In the County of Monmouth, State Of New Jersey, Providing for The Special Assessment of The Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements on Block 3801, Lots 1.01, 1.03, And 1.05 Within the Asbury Park Waterfront Redevelopment Area and Establishing A Mechanism for Payment of The Cost Thereof

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>         |
|                  | <b>Next: 2/24/2021 6:00 PM</b>        |
| <b>MOVER:</b>    | Amy Quinn, Deputy Mayor               |
| <b>SECONDER:</b> | Eileen Chapman, Councilmember         |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2021-3 Ordinance of The City of Asbury Park Authorizing the Execution of a Financial Agreement with K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC and Granting A Tax Exemption

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>         |
|                  | <b>Next: 2/24/2021 6:00 PM</b>        |
| <b>MOVER:</b>    | Jesse Kendle, Councilmember           |
| <b>SECONDER:</b> | Amy Quinn, Deputy Mayor               |
| <b>AYES:</b>     | Chapman, Clayton, Kendle, Quinn, Moor |

2021-4 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1201 Third Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

|                  |                                                         |
|------------------|---------------------------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [4 TO 0]</b>                              |
|                  | <b>Next: 2/24/2021 6:00 PM</b>                          |
| <b>MOVER:</b>    | Jesse Kendle, Councilmember                             |
| <b>SECONDER:</b> | John Moor, Mayor                                        |
| <b>AYES:</b>     | Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor |
| <b>ABSTAIN:</b>  | Amy Quinn                                               |

### **ADJOURNMENT**

The meeting was adjourned at 7:47 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded by Council member Kendle. All in favor.

Meeting was adjourned at 7:47 PM.

Respectfully submitted by:

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Melody Hartsgrrove, Deputy City Clerk