



Agenda
Meeting of the Municipal Council
Wednesday, February 12, 2020
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

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 2, 2019, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

- A. Proclamation Recognizing The Light of Day Foundation
- B. City Manager's Report on Issues Raised at Prior Council Meeting(s)
 - 1. Snow Plow 2nd Place Winner-Tyron Vinson
- C. Special Event Applications
- D. Items to be presented :
 - 1. Presentation by Census Complete Count Committee
 - 2. Presentation by Sackman Enterprises, LLC of proposed projects at 700 Monroe Avenue and 316 Main Street and requests for Amendments to the Main Street Redevelopment and Central Business District Redevelopment Plans
- E. Review of Agenda Items for February 12 th Regular Meeting
- F. Matters from City Council
- G. Matters from City Manager
- H. Matters from City Attorney
- I. Regular Meeting begins at 7 p.m.

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ASBURY PARK, NEW JERSEY 07712

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AMY QUINN, DEPUTY MAYOR
EILEEN CHAPMAN, COUNCILPERSON
YVONNE CLAYTON, COUNCILPERSON
JESSE KENDLE, COUNCILPERSON

MICHAEL N. CAPABIANCO, CITY MANAGER
CINDY A. DYE, RMC, CITY CLERK

REQUEST TO AMEND A REDEVELOPMENT PLAN APPLICATION FORM

1. APPLICANT INFORMATION:

Name: 316 Main Avenue, LLC

Address: c/o Sackman Enterprises, Inc. 165 W. 73rd Street, New York, NY 10023

Phone #: 212-595-5565 Fax: _____

Email: c.sackman@sackman.com

2. PRESENT OWNER (If not applicant):

Name: Same

Address: _____

Phone #: _____ Fax: _____

Email: _____

3. PROPERTY INFORMATION:

Address: 316 Main Street

Block: 2508 Lot 1

Existing Use: Mixed-Use Proposed Use: Mixed-Use

Redevelopment Area and Area Subdistrict*: CBD Redevelopment Zone, Mixed-Use District

4. ATTORNEY INFORMATION:

Name: Andrew J. Karas, Esq. c/o Fox Rothschild, LLC

Address: 49 Market Street, Morristown, NJ 07960

Phone #: 973-548-3332 Fax: 973-992-9125

Email: akaras@foxrothschild.com

6. Has the required escrow for anticipated expenses for meeting costs; and, professional services related to review of the application and preparation any reports, resolutions and ordinances of \$3,000 been submitted? (Applications will not be reviewed until the required escrow deposit has been received. At conclusion of the plan amendment procedure, remaining escrow funds will be returned to the applicant.)
yes _____
7. Has the information shown in the application submission checklist been submitted? (Applications will not be reviewed until the required submissions have been received.)
yes _____

Applicant Signature

Applicant Name (please print)

Date

APPLICATION SUBMISSION CHECKLIST**

- Completed Application Form
- Escrow deposit of \$3,000
- A precise written description of the proposed amendment to the redevelopment plan, including proposed uses, and the nature of any deviations from the redevelopment plan requested.
- Conceptual plans to describe the amendment requested and any other deviations required. These can include a sketch site plan and floor plans. Plans need not be prepared by a licensed professional, but must be of sufficient detail to describe the amendment proposed.

**Requests to amend the Waterfront Redevelopment Plan must have the consent of the Master Developer of the Waterfront Redevelopment Area.*

***City professionals and the Mayor and Council may request additional information that will help them complete their review.*

THE PLAN AMENDMENT PROCESS

Within a redevelopment area, “d” type variances (also known as use variances) are not permitted. However, if a use or “d” type variance is necessary for a particular development or redevelopment project is proposed by an applicant, the applicant has the option of approaching the Mayor and Council to request that a redevelopment plan be amended to allow for the project as proposed.

The process for amending a redevelopment plan is as follows:

- A formal application is submitted to the Department of Planning and Redevelopment. Department professionals will review the application, and prepare a report for the Mayor and Council, with copies provided to the applicant.
- The Mayor and Council review the request for the amendment at a public meeting and determine if the request merits additional consideration. If the Council believes that it does, the proposed amendment gets forwarded to the Planning Board for the Board’s review as required by the Local Redevelopment and Housing Law. This referral to the Planning Board is done by resolution of the Mayor and Council.
- The Planning Board then reviews the request at one of their meetings, and makes comments and recommendations on the proposal, which are forwarded to the Council. The Planning Board’s comments and recommendations are sent to Council in the form of a report adopted by resolution.
- The Council then reviews the Board’s comments and recommendations, and decides whether the redevelopment plan should be amended. If the Council decides yes it should, an ordinance to amend the plan must be introduced. At a subsequent meeting, a public hearing on the ordinance is held and voted upon after public comment.

DESCRIPTION OF PROPOSED PLAN AMENDMENT

316 Main Avenue, LLC is the owner of property located at 316 Main Street, Asbury Park, New Jersey (Block 2508, Lot 1) ("316 Main Street"). There presently exists on the property a two-story building with retail/commercial uses on the ground floor and residential dwellings on the second floor. The site measures 8,222 SF. The property is located in the CBD Mixed-Use District of the CBD Redevelopment Zone.

316 Main Avenue, LLC seeks to redevelop the property to erect three floors of additional residential apartments for a total of four floors of residential apartments. The ground-floor will retain retail space. A portion of the ground-floor will also accommodate a new parking area. Additional parking will also be created in a new basement. To alleviate curb cuts for driveway and the elimination of on-street parking spaces, access to the parking will be through the existing building at 700 Bangs Avenue. In turn, the following amendments are sought for the Redevelopment Plan:

HEIGHT: 55 ft.

PARKING: 1 space per unit.

316 Main Street Project Review

Project: 316 Main Street, Asbury Park
Date: 1/17/20
Address: 316 Main Street, Asbury Park, NJ 07712
Block: 2508 **Lot:** 1
Ownership Entity: 316 Main Avenue Realty, LLC

Summary

- Five-story Mixed-Use construction (4 over 1 with basement)
 - Basement - Parking
 - First Floor – Commercial, Lobby, Parking
 - Floors 2- 5 – Residential Apartments
 - Mixed-Income Residential Apartment Units (90/10) with 30 Year LTTE (Redeveloper Agreement and Finance Agreement)

Plan Amendments Requested (Central Business District)

- Height 55'
- Parking 1 space per market rate residential apartment unit

Square Footage and Unit Counts

- Total Building Square Footage: 32,457 SF
- Building Footprint – 8,222 SF
 - Commercial – 2,788 SF
 - Residential – 24,235 SF

Residential Units – 32 Rental Apartments

- 24 – 1 Bedroom (75%)
- 8 – 2 Bedroom (25%)

Market Rate – 29 Units (90.63%)

- 22 – 1 Bedroom
- 7 – 2 Bedroom

Affordable – 3 Units (9.38%)

- 2 – 1 Bedroom
- 1 – 2 Bedroom

Parking

- Residential (1 space per studio/1 space per 1+ bedroom unit) = 36
- Commercial (Existing) = 0
- *Total Required – 36 Spaces*
- *Proposed - 32 Spaces*





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Obi Agudos

NJ-AI 10159

CLIENT:

Owner

PROJECT TEAM:

Architect:

OCA Architects, Inc.
244 W. 5th St., Suite 210

211 Warren Street, Suite 218
Newark, NJ 07103

316 MAIN ST

Enter address here

Enter address h

CLIENT: Owner

[illegible]

REV	DATE	DESCRIPTION
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DESIGN DELIVERABLE: Project Status

DESIGN DELIVERABLE: Project Status

ISSUE DATE: Issue Date

DRAWN BY: Author

CHECKED BY:

P19-006

SHEET TITLE:

BASEMENT PLAN

SHEET NUMBER:

A-100


$$1/8'' = 1'-0''$$


Parking Schedule		
Level	Type	Count

BASEMENT (UNDERGROUND PARKING DECK)	8' 5" x 18' - 90 deg	21
1ST FLOOR	8' 5" x 18' - 90 deg	11



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CLIENT:

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PROJECT TEAM:

Architect:
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Enter address here
City, State Zip
CLIENT: Owner

REV DATE DESCRIPTION

DESIGN DELIVERABLE: Project Status
ISSUE DATE: Issue Date
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CHECKED BY: Checker

PROJECT NUMBER:

P19-006

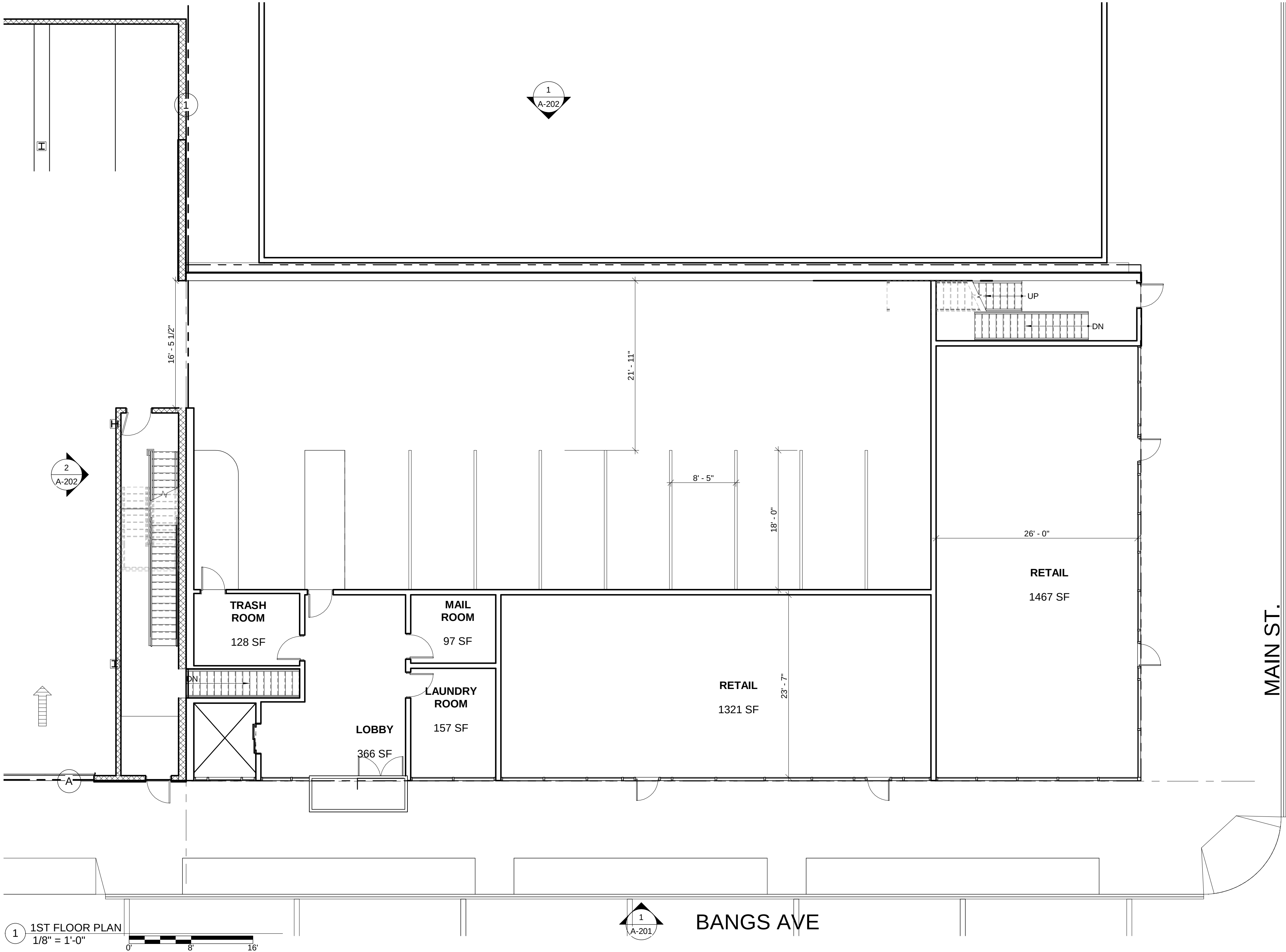
SHEET TITLE:

1ST FLOOR PLAN

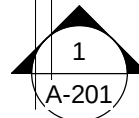
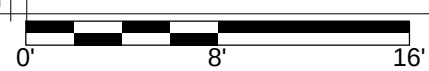
SHEET NUMBER:

A-101

Attachment: 316 Main Street Floor Plan and Elevation (2020-9 : Presentation by Sackman Enterprises, LLC of proposed projects at 700 Monroe Avenue and 316 Main St.)



1 1ST FLOOR PLAN
1/8" = 1'-0"



BANGS AVE

MAIN ST.

Parking Schedule		
Level	Type	Count

BASEMENT (UNDERGROUND PARKING DECK)	8' 5" x 18' - 90 deg	21
1ST FLOOR	8' 5" x 18' - 90 deg	11

Grand total: 32



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Owner

PROJECT TEAM:

Architect:

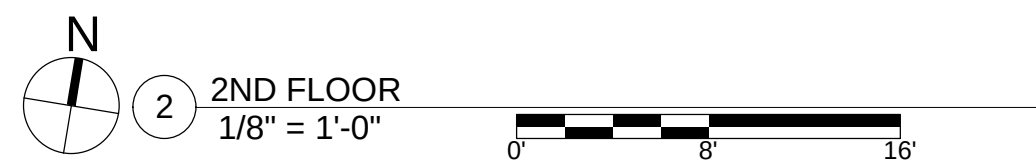
UCA Architects, Inc.
311 West 6th Street, Suite 210

Newark, NJ 07103

316 MAIN ST

Enter address here
City, State Zip

CLIENT: Owner



2ND FLOOR		
1 BEDROOM	6	3945 SF
2 BEDROOM	2	2116 SF

4TH FLOOR		
1 BEDROOM	6	3945 SF
2 BEDROOM	2	2113 SF

Grand total: 32 24235 SF

DESIGN DELIVERABLE: Project Status
 ISSUE DATE: Issue Date
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 CHECKED BY: Checker

PROJECT NUMBER:
P19-006

SHEET TITLE:

2ND-5TH FLOOR PLAN

SHEET NUMBER:

A-102

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CLIENT:

Owner

PROJECT TEAM:	
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Architect:
OCA Architects, Inc.
211 Warren Street, Suite 218
Newark, NJ 07103

316 MAIN ST

Enter address here
City, State Zip
CLIENT: Owner

[illegible]

DESIGN DELIVERABLE:	Project Status
Project Charter	Completed
Business Case	In Progress
Requirements Gathering	Not Started
System Architecture	Not Started
Software Requirements	Not Started
UI/UX Design	Not Started
Database Design	Not Started
Backend Development	Not Started
Frontend Development	Not Started
Integration Testing	Not Started
Deployment	Not Started
Monitoring & Maintenance	Not Started

ISSUE DATE: Issue Date

ISSUE DATE:	Issue Date
DRAWN BY:	Author

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PROJECT NUMBER: P19-006

SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET NUMBER:

A-201



1 SOUTH ELEVATION (BANGS AVE)
1/8" = 1'-0"



2 3D View 6



3 EAST ELEVATION (MAIN STREET)
1/8" = 1'-0"



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CLIENT:

MONROE AVE REALTY
LLC

PROJECT TEAM:

Architect:
OCA Architects, Inc.
211 Warren Street, Suite 218
Newark, NJ 07103

700 MONROE AVE.

DEVELOPMENT

510 MAIN ST.
ASBURY PARK, OCEAN TOWNSHIP, NJ
CLIENT: MONROE AVE REALTY LLC

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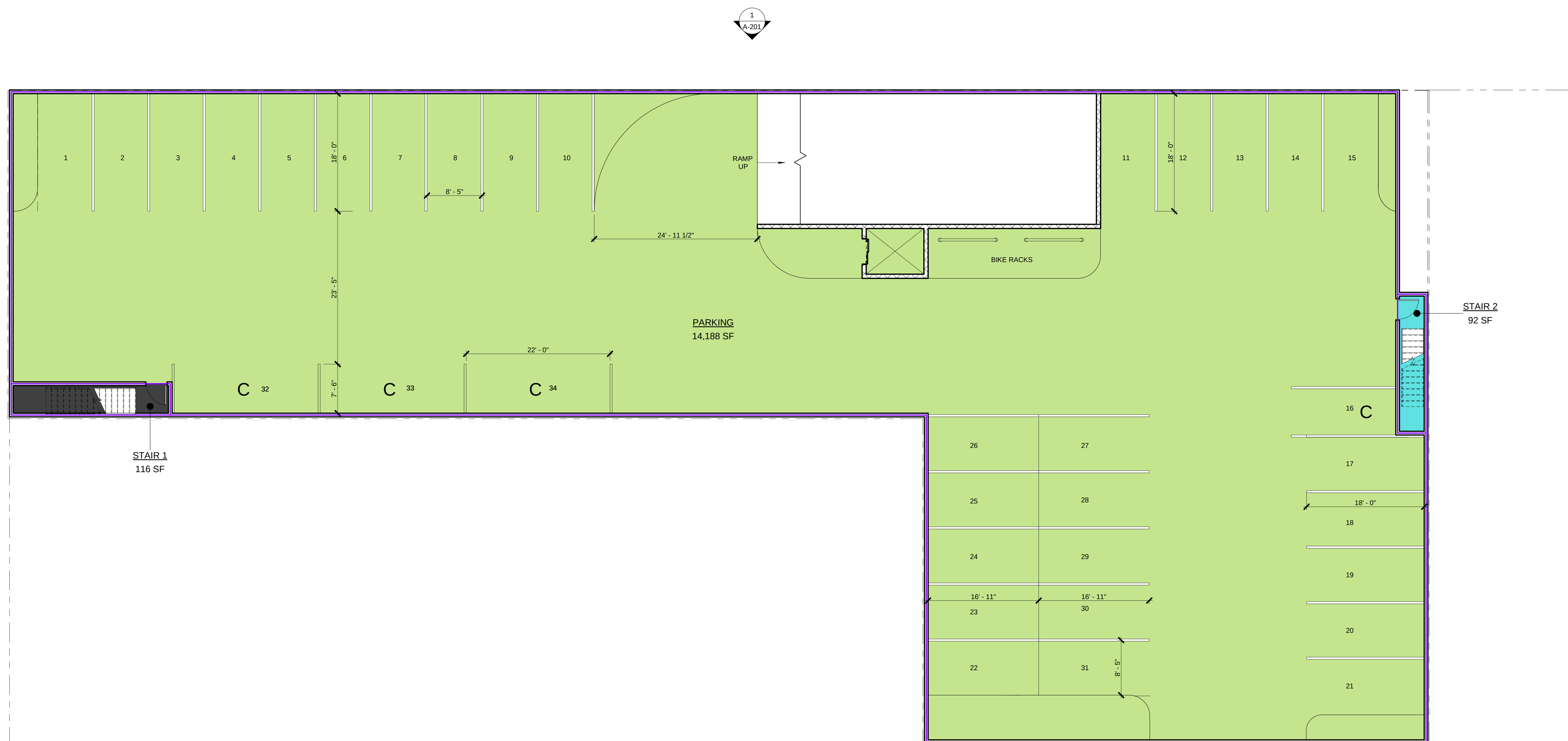
DESIGN DELIVERABLE: SKEMATIC
 ISSUE DATE: 7/26/2011
 DRAWN BY: Author
 CHECKED BY: Checker

PROJECT NUMBER:
P19-001

SHEET TITLE:
FLOOR PLAN - BASEMENT

SHEET NUMBER:

A-100



② BASEMENT
1/8" = 1'-0"

PARKING SCHEDULE	
Type	Count
7.5' x 16' - Compact Space 2	1
7.5' x 22' - Compact Space	6
8.5' x 15' - 90 deg	2
8.5' x 17' - 90 deg	16
8.5' x 18' - 90 deg	30
9' x 18' - 90 deg - Handicap	2
Grand total	57

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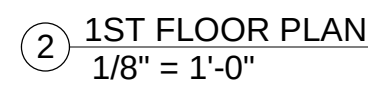
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PROJECT TEAM:
Architect:
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211 Warren Street, Suite 218
Newark, NJ 07103

510 MAIN ST.
ASBURY PARK, OCEAN TOWNSHIP, NJ
CLIENT: MONROE AVE REALTY LLC

Attachment: 700 Monroe Ave Floorplans (2020-9 : Presentation by Sackman Enterprises, LLC of proposed projects at 700 Monroe Avenue and 316 Main St.)



2ND FLOOR		
1 BEDROOM	11	7,040 SF
2 BEDROOM	4	4,775 SF
CORRIDOR	1	1,137 SF
3RD FLOOR		
1 BEDROOM	11	7,094 SF
2 BEDROOM	4	4,833 SF
CORRIDOR	1	1,166 SF
4TH FLOOR		
2 BEDROOM	4	4,828 SF
CORRIDOR	1	1,179 SF
STUDIO	11	7,102 SF
5TH FLOOR		
1 BEDROOM	11	7,081 SF
2 BEDROOM	4	4,827 SF
CORRIDOR	1	1,176 SF
ROOF		
LOFT	5	2,241 SF
ROOF	2	10,796 SF
Grand total	71	65,275 SF



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MONROE AVE REALTY
LLC

PROJECT TEAM:

Architect:
OCA Architects, Inc.
211 Warren Street, Suite 218
Newark, NJ 07103

700 MONROE AVE.

DEVELOPMENT

510 MAIN ST.
ASSURY PARK, OCEAN TOWNSHIP, NJ
CLIENT: MONROE AVE REALTY, LLC

REV DATE DESCRIPTION

DESIGN DELIVERABLE: SKEMATIC

ISSUE DATE: 7/26/2019

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CHECKED BY: OA

PROJECT NUMBER:

P19-001

SHEET TITLE:

FLOOR PLAN - 2ND FLOOR

SHEET NUMBER:

A-102



1 2ND FLOOR PLAN
1/8" = 1'-0"

UNIT LEGEND

- 1 BEDROOM
- 2 BEDROOM
- CORRIDOR

UNIT BREAKDOWN		
Name	Unit Count	Area

2ND FLOOR		
1 BEDROOM	11	7,040 SF
2 BEDROOM	4	4,775 SF
CORRIDOR	1	1,137 SF
3RD FLOOR		
1 BEDROOM	11	7,094 SF
2 BEDROOM	4	4,833 SF
CORRIDOR	1	1,166 SF
4TH FLOOR		
2 BEDROOM	4	4,828 SF
CORRIDOR	1	1,179 SF
STUDIO	11	7,102 SF
5TH FLOOR		
1 BEDROOM	11	7,081 SF
2 BEDROOM	4	4,827 SF
CORRIDOR	1	1,176 SF
ROOF		
LOFT	5	2,241 SF
ROOF	2	10,796 SF
Grand total	71	65,275 SF

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CLIENT: _____

PROJECT TEAM:

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BIOGEOGRAPHICAL DATA

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PROJECT NUMBER:

P19-001

117001

SHEET TITLE: FLOOR PLAN - 4TH FLOOR

FLOOR PLAN - 4TH FLOOR

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SHEET NUMBER: _____

A-104

A 104

Packet Pg. 1



① 4TH FLOOR PLAN
1/8" = 1'-0"

 2 BEDROOM
 CORRIDOR
 STUDIO

UNIT BREAKDOWN - 4TH FLOOR		
Name	Unit Count	Area

4TH FLOOR		
STUDIO	11	7,102 SF
CORRIDOR	1	1,179 SF
2 BEDROOM	4	4,828 SF
Grand total	16	13,109 SF



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CLIENT:

MONROE AVE REALTY
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PROJECT TEAM:

Architect:
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211 Warren Street, Suite 218
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700 MONROE AVE.
DEVELOPMENT
510 MAIN ST.
ASSURY PARK, OCEAN TOWNSHIP, NJ
CLIENT: MONROE AVE REALTY, LLC

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PROJECT NUMBER:
P19-001

SHEET TITLE:
FLOOR PLAN - 5TH FLOOR

SHEET NUMBER:
A-105



1 5TH FLOOR PLAN
1/8" = 1'-0"

UNIT BREAKDOWN - 5TH FLOOR		
Name	Unit Count	Area

5TH FLOOR		
CORRIDOR	1	1,176 SF
2 BEDROOM	4	4,827 SF
1 BEDROOM	11	7,081 SF
Grand total	16	13,084 SF



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CLIENT:

MONROE AVE REALTY

U.S.

PROJECT TEAM:

Architect:

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Newark, NJ 07103

700 MONROE AVE.

DEVELOPMENT

510 MAIN ST.
ASBURY PARK. OCEAN TOWNSHIP. NJ

CLIENT: MONROE AVE REALTY LLC

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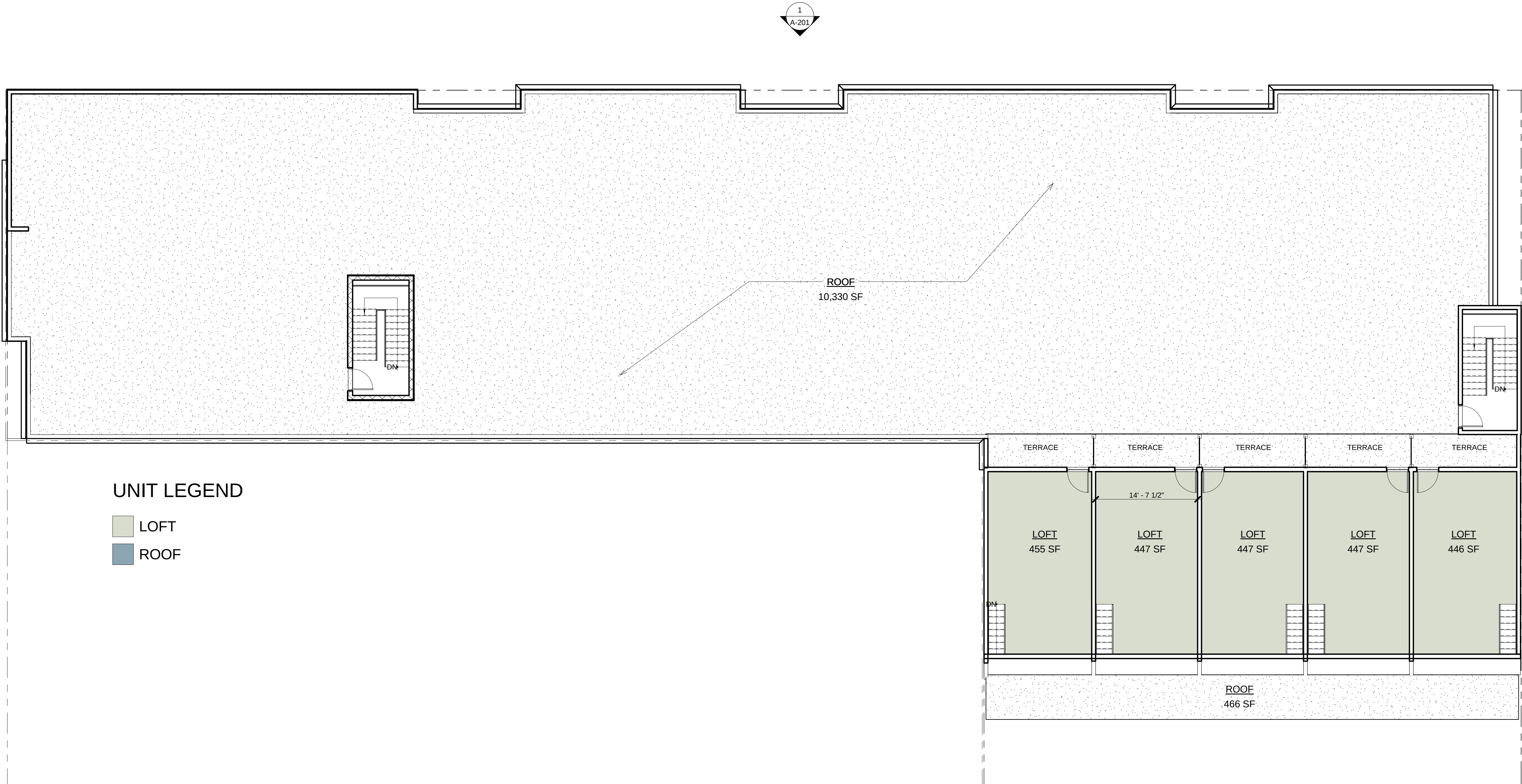
P19-001

SHEET TITLE

FLOOR PLAN - MEZZANINE / MAIN 0

SHEET NUMBER

A-106



1 MEZZANINE / MAIN ROOF PLAN
1/8" = 1'-0"



510 MAIN ST.
ASBURY PARK, OCEAN TOWNSHIP, NJ
CLIENT: MONROE AVE REALTY LLC

SHEET NUMBER:
A-108





① NORTH ELEVATION (MONROE AVE)
1/8" = 1'-0"



② WEST ELEVATION (MAIN ST)
1/8" = 1'-0"



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CLIENT:

**MONROE AVE REALTY
LLC**

PROJECT TEAM:

Architect:
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211 Warren Street, Suite 218
Newark, NJ 07103

**700 MONROE AVE.
DEVELOPMENT**

510 MAIN ST.
ASSBURY PARK, OCEAN TOWNSHIP, NJ
CLIENT: MONROE AVE REALTY, LLC

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P19-001

SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET NUMBER:
A-201



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MONROE AVE REALTY LLC

PROJECT TEAM:
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Newark, NJ 07103

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DEVELOPMENT
510 MAIN ST.
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CLIENT: MONROE AVE REALTY LLC

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SHEET TITLE:
EXTERIOR RENDERINGS

SHEET NUMBER:
A-202

Attachment: 700 Monroe Ave Floorplans (2020-9) - Presentation by Sackman Enterprises, LLC of proposed projects at 700 Monroe Avenue and 316 Main St.)

700 Monroe Avenue Project Review

Project: 700 Monroe Avenue, Asbury Park
Date: 1/17/20
Address: 712 Monroe Avenue, Asbury Park, NJ 07712
Block: 2503 **Lots:** 1, 2, 3, 4, 5
Ownership Entity: Monroe Avenue Realty, LLC

Summary

- Five-story Mixed-Use construction (4 over 1 with basement)
 - Basement - Parking
 - First Floor – Commercial, Lobby, Parking
 - Floors 2- 5 – Residential Apartments with Penthouse Units on roof
 - Mixed-Income Residential Apartment Units (85/15) with 30 Year LTTE (Redeveloper Agreement and Finance Agreement)

Plan Amendments Requested (Main Street Redevelopment Area)

- Expansion of Redevelopment Area Lots 2, 3, 4, & 5
- Height 60' plus 20% roof allowance for penthouse units
- Parking .09 spaces per market rate apartment

Square Footage and Unit Counts

- Total Building Square Footage: 72,033 SF
- Building Footprint – 14,700 SF
 - Commercial – 4,689 SF
 - Residential – 65,275 SF

Residential Units – 60 Apartments

- 16 – 2 Bedroom (27%)
- 44 – 1 Bedroom (73%)

Market Rate – 51 Units (85%)

- 14 – 2 Bedroom
- 37 – 1 Bedroom

Affordable – 9 Units (15%)

- 2 – 2 Bedroom
- 7 – 1 Bedroom

Parking

- Residential (0.9 Spaces per Market Rate Residential Units (51)) = 46
- Commercial (2 Spaces per 1,000 SF (4,689 SF)) = 10
- *Total Required – 56 Spaces*
- *Proposed - 60 Spaces (57 Onsite and gain of 3 off street spaces)*



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AMY QUINN, DEPUTY MAYOR
EILEEN CHAPMAN, COUNCILPERSON
YVONNE CLAYTON, COUNCILPERSON
JESSE KENDLE, COUNCILPERSON

MICHAEL N. CAPABIANCO, CITY MANAGER
CINDY A. DYE, RMC, CITY CLERK

REQUEST TO AMEND A REDEVELOPMENT PLAN APPLICATION FORM

1. APPLICANT INFORMATION:

Name: Monroe Realty, LLC

Address: c/o Sackman Enterprises, Inc. 165 W. 73rd Street, New York, NY 10023

Phone #: 212-595-5565

Fax: _____

Email: c.sackman@sackman.com

2. PRESENT OWNER (If not applicant):

Name: same

Address: _____

Phone #: _____

Fax: _____

Email: _____

3. PROPERTY INFORMATION:

Address: 510 Main Street, 704-712 Monroe Ave

Block: 2503

Lot 1-5

Existing Use: parking lot; vacant residential dwelling
car repair shop

Proposed Use: See attached Rider

Redevelopment Area and Area Subdistrict*: Main Street Redevelopment Plan; Community Shopping Zone

4. ATTORNEY INFORMATION:

Name: Andrew J. Karas, Esq. c/o Fox Rothschild, LLC

Address: 49 Market Street, Morristown, NJ 07960

Phone #: 973-548-3332

Fax: 973-992-9125

Email: akaras@foxrothschild.com

6. Has the required escrow for anticipated expenses for meeting costs; and, professional services related to review of the application and preparation any reports, resolutions and ordinances of \$3,000 been submitted? (Applications will not be reviewed until the required escrow deposit has been received. At conclusion of the plan amendment procedure, remaining escrow funds will be returned to the applicant.)
yes _____
7. Has the information shown in the application submission checklist been submitted? (Applications will not be reviewed until the required submissions have been received.)
yes _____

Applicant Signature

Applicant Name (please print)

Date

APPLICATION SUBMISSION CHECKLIST**

- Completed Application Form
- Escrow deposit of \$3,000
- A precise written description of the proposed amendment to the redevelopment plan, including proposed uses, and the nature of any deviations from the redevelopment plan requested.
- Conceptual plans to describe the amendment requested and any other deviations required. These can include a sketch site plan and floor plans. Plans need not be prepared by a licensed professional, but must be of sufficient detail to describe the amendment proposed.

**Requests to amend the Waterfront Redevelopment Plan must have the consent of the Master Developer of the Waterfront Redevelopment Area.*

***City professionals and the Mayor and Council may request additional information that will help them complete their review.*

THE PLAN AMENDMENT PROCESS

Within a redevelopment area, “d” type variances (also known as use variances) are not permitted. However, if a use or “d” type variance is necessary for a particular development or redevelopment project is proposed by an applicant, the applicant has the option of approaching the Mayor and Council to request that a redevelopment plan be amended to allow for the project as proposed.

The process for amending a redevelopment plan is as follows:

- A formal application is submitted to the Department of Planning and Redevelopment. Department professionals will review the application, and prepare a report for the Mayor and Council, with copies provided to the applicant.
- The Mayor and Council review the request for the amendment at a public meeting and determine if the request merits additional consideration. If the Council believes that it does, the proposed amendment gets forwarded to the Planning Board for the Board’s review as required by the Local Redevelopment and Housing Law. This referral to the Planning Board is done by resolution of the Mayor and Council.
- The Planning Board then reviews the request at one of their meetings, and makes comments and recommendations on the proposal, which are forwarded to the Council. The Planning Board’s comments and recommendations are sent to Council in the form of a report adopted by resolution.
- The Council then reviews the Board’s comments and recommendations, and decides whether the redevelopment plan should be amended. If the Council decides yes it should, an ordinance to amend the plan must be introduced. At a subsequent meeting, a public hearing on the ordinance is held and voted upon after public comment.

DESCRIPTION OF PROPOSED PLAN AMENDMENT

Monroe Realty, LLC is the owner of property located at 510 Main Street and 704-712 Monroe Avenue, Asbury Park, New Jersey (Block 2503, Lots 1-5). There presently exists on the various properties a parking lot, a vacant residence, and a car repair shop. The combined lots measure 14,700 SF (0.34 acres). Presently, Lot 1 is located in the Main Street Redevelopment Zone, Community Shopping Zone. Lot 2 is in the B2 Zone and Lots 3, 4 and 5 are in the R1 Zone. As part of the application herein, Monroe Realty, LLC requests that Lots 2 through 5 be included in the Main Street Redevelopment Zone.

Monroe Realty, LLC seeks to develop the combined lots to erect a 5-story mixed-use building (42,451 SF), having a total of 60 residential units (36,807 SF) along with 5,644 SF of retail space on the ground floor. The proposed building will have penthouse pop-ups. The height of the proposed building at roof level is 59 ft. The height to the top of the penthouse pop-ups is 69 ft. and 9 inches. The permitted height in the Community Shopping Zone is 35 ft. or a maximum of 3 stories. A total of 57 parking spaces will be provided on site in a ground-floor and basement-level parking garage. Included in the proposed development are 9 low and moderate affordable housing units. In turn, the following amendments are sought for the Main Street Redevelopment Plan:

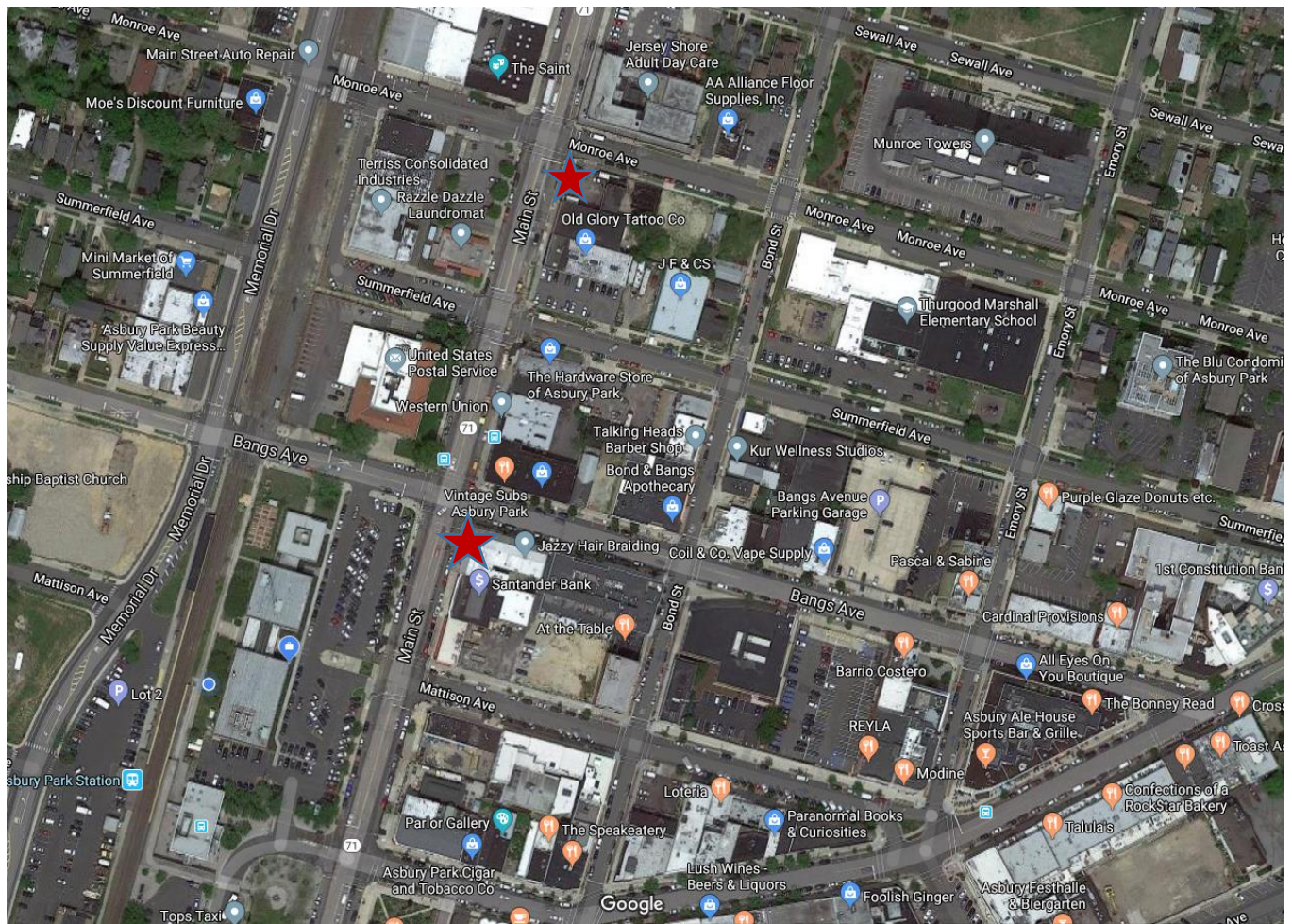
EXPANSION OF REDEVELOPMENT AREA: Block 2503, Lots 2 through 5 to be included in the redevelopment plan and the Community Shopping Zone.

HEIGHT: 60 ft. and a maximum of 5 stories, plus an additional 12 ft. for penthouses which do not exceed 20% of the total roof area.

PARKING: 0.9 spaces per unit

Synopsis

Presentation by Sackman Enterprises for two new proposed projects at 316 Main Street and 700 Monroe (which actually fronts Main Street). 316 Main Street is 32 units and 2788 square feet of Commercial Space and 700 Monroe is 60 apartments and 4689 square feet commercial space. 9% affordable housing is proposed for 316 Main Street and 15% affordable housing is proposed for 700 Monroe. Applicant is seeking redevelopment plan amendments for both projects as they both exceed the permitted height. 316 Main Street lies in the CBD Redevelopment Plan. 700 Monroe Avenue partially lies in the Main Street Redevelopment plan and partially in the B2, and the R1. The Main Street Plan will have to be extended to cover the total footprint for 700 Monroe.





Agenda
Meeting of the Municipal Council
Wednesday, February 12, 2020
REGULAR MEETING 7:00 PM

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

2020-80 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Amendments to Waterfront Redevelopment Agreement (WRA) and Infrastructure Component Agreement-iStar Financial

B. Potential Litigation

1. U.S. Department of Housing and Urban Development/APHA-101 Memorial Drive-Property Transfer

C. Attorney-Client Privilege

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

III. Regular Meeting - 7:00 p.m.

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. 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, 2020, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Executive Session Minutes of January 22, 2020
- Municipal Council - Work Session - Jan 22, 2020 6:00 PM

- Municipal Council - Regular Meeting - Jan 22, 2020 7:00 PM

G. 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.

- 2020-81 Resolution Approving Special Event Applications
- 2020-82 Resolution Commemorating the Centennial of The Ratification of the 19th Amendment
- 2020-83 Resolution to Terminate Sewer Account Billing and Cancel Open Charges Block 1905 Lot 5 825 Dunlewy Street
- 2020-84 Resolution Authorizing Cancellation and Refund of Tax Sale Certificate #19-00210 due to Tax Overbill Block 3705 Lot 10.47 Qual. C0021

H. Individual Resolutions

- 2020-85 Resolution Approving Payment of Bills
- 2020-86 Temp. Budget Amend. 1
- 2020-87 Resolution Authorizing Purchase of Lumber and Hardware for Beach Lockers
- 2020-88 Resolution Authorizing Purchase of Speed Cushions
- 2020-89 Resolution Authorizing Purchase of New Rolling Door for the Department of Public Works
- 2020-90 Resolution Authorizing Purchase of Thermal Imaging Cameras for the Fire Department
- 2020-91 Resolution Authorizing the use of Contracts with Approved Omnia Partners Government Purchasing Alliance National Co-op Vendors
- 2020-92 Resolution Authorizing the Award of a Contract to The Firm of ARH, Inc. To Perform Special Projects Engineering Services.
- 2020-93 Resolution Authoring a Professional Services Contract to The Rodger's Group for Police Accreditation
- 2020-94 Resolution of the Mayor and City Council of The City of Asbury Park to Designate AP Triangle as a Subsequent Developer and to enter into a Subsequent Developer Agreement with AP Triangle, LLC for the development of a portion of the property located at Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4
- 2020-95 Awarding of a Contract to Millennium Communications Group for Yearly Support and Service

- 2020-96 A Resolution of The Mayor and Council of The City Of Asbury Park, Acting As The Redevelopment Entity, Granting Conceptual Approval To AP Triangle, LLC for the development of a portion of the property located at Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4, And Referring The Matter To The Planning Board For Appropriate Approvals
- 2020-97 A Resolution of the City of Asbury Park Releasing the Performance Bond for 1101 Ocean Avenue (Block 4002, Lot 1, FKA Block 176, Lot 1.02); and Accepting Maintenance Guarantee
- 2020-98 Appointing Members to the Zoning Board of Adjustment
- 2020-99 Authorizing the City of Asbury Park to Implement The Competitive Contracting Process to Procure Vendors To Operate A Concession Involving The Rental of Stand-Up Paddle Boards, Kayaks, And/or Other Recreational Devices to The Public In A Designated Area of The Deal Lake
- 2020-100 Authorizing the Execution of a Hold Harmless Agreement Between the City of Asbury Park and The Wall Township Board of Fire Commissioners Fire District 2.
- 2020-101 Adjusting Sewer Charges Due and Owed Relating to the Property Located at 615 Second Avenue(Block 2704, Lot 20).

I. Ordinances

1. Introduction
 2. Second Reading/Public Hearing
- 2020-1 Authorizing the City of Asbury Park To Convey Easements To Permit Certain Limited Encroachments Into The Right-Of-Way Area (Including Air Space) including along Portions Of An Unnamed Alley, To Benefit The Property Located At 722-724 Cookman Avenue (Block 2405, Lot 1), Asbury Park, New Jersey.
- 2020-2 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

J. Adjournment

**RESOLUTION NO. 2020-80****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 12, 2020 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. Amendments to Waterfront Redevelopment Agreement (WRA) and Infrastructure Component Agreement-iStar Financial

B. Potential Litigation:

1. U.S. Department of Housing and Urban Development/APHA-101 Memorial Drive -Property Transfer

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
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, January 22, 2020
WORK SESSION

Announcement by the City Clerk

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

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

1. Tyron Vinson-2nd Place Winner of the NJIIF Annual Snow Plow Rodeo
Moved to the next Council Meeting

Special Event Applications

Leesha Floyd reviewed the Special Events Applications with the Mayor & Council.

Items to be presented by: Michael Manzella, Director of Transportation

1. Traffic Calming on Third and Fourth Avenues

Michael Manzella, Director of Transportation gave a presentation on traffic calming measures on Third and Fourth Avenue.

2. Asbury Avenue Bike Lane Pilot

Michael Manzella, Director of Transportation gave a brief presentation on a Bike Lane Pilot on Asbury Ave.

Review of Agenda Items for January 22, 2020 Regular Meeting

City Manager Vieiro, reviewed the Agenda items for the regular Council Meeting.

Matters from City Council

Council Member Chapman Stated, A free community luncheon will be held on Saturday, January 25th at 1201 Springwood Ave, form noon-2Pm all are welcome. Pre-K and Kindergarten registration will be on January 11th at Thurgood Marshall and on January 18th at Bradley Elementary from 10:00 am -12:00 pm. Asbury Park Public Library is having the first meeting of the friends of Asbury Park Public Library on Saturday, January 25th at 12:00 pm.

Council Member Clayton stated, A reusable bag drive is in effect and donations of clean reusable bags can be dropped off at multiple locations, City Hall Lobby, AP Transportaion Center Lobby, Asbury Park Senior Center. A Census presentation will take place at the next Council Meeting on February 12th. A volunteer committee meeting will be held on February 6th at 9:30.

Council Member Kendle, stated A Fashion Show will take place this year. Coffee with a Council Person will take place on Saturday, January 25th from 10:00 am -11:00am at Booskerdoo.

Matters from City Manager

City Manager Vieiro, had no matters at this time.

Matters from City Attorney

City Attorney Raffetto, had no matters at this time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, January 22, 2020
REGULAR MEETING

Executive Session - 4:00 p.m.

2020-63 Resolution Authorizing a meeting which excludes the public

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

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

A motion was made by Council Member Kendle and Seconded by Council Member Chapman to open the meeting to the public. With all in favor. The following members of the public spoke : Ernest Mignoli, Pam Lamberton, Rita Marano, Kerry Butch, and Louise Murry. A motion to close the meeting to the public was made by Mayor Moor and seconded by Council Member Kendle to close the meeting to the public. With all in favor. Public participation closed.

MINUTES

RESULT:	ADOPTED [3 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Eileen Chapman, Jesse Kendle, John Moor
ABSTAIN:	Yvonne Clayton
ABSENT:	Amy Quinn

1. Executive Session Minutes of Dec..18.2019
2. Municipal Council - Work Session - Dec 18, 2019 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Dec 18, 2019 7:00 PM **Accepted**
4. Municipal Council - Organizational Meeting - Jan 6, 2020 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2020-64 Resolution Approving Special Event Applications

2020-65 Rejecting Bids for Traffic Striping

INDIVIDUAL RESOLUTIONS

2020-66 Resolution Approving Payment of Bills

RESULT:	ADOPTED [3 TO 1]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle
NAYS:	John Moor
ABSENT:	Amy Quinn

2020-67 Resolution of The City of Asbury Park To Enter Into An Escrow Agreement With Sackman Enterprises of NJ, LLC for 574 Cookman Avenue (Block 3105, Lot 6), 605 Mattison Avenue (Block 2509, Lot 3, and 710 Mattison Avenue (Block 2402, Lot 3)

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

2020-68 Resolution Authorizing the Purchase of Parking Pay Stations

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

2020-69 Resolution Authorizing the Purchase of a Microsoft Exchange Server

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

2020-70 Authorizing the purchase of a John Deere Gator and Breathing Air Packs for Fire Department

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

2020-71 Appointing Redevelopment Counsel Archer Greiner and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2020-72 Resolution Pursuant to N.J.S.A. 40:48-1 Authorizing the City Engineer to Perform Services as Designee to The City Manager for Review of Development Permits in Any Area of Special Flood Hazard

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

2020-73 Resolution Appointing Alternate City Prosecutor

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

2020-74 Resolution Authorizing the Award of a Contract to The Firm of Suburban Consulting Engineers, Inc. To Perform Professional Engineering Services Relating to Springwood Park.

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

2020-75 Resolution Authorizing the Award of a Contract to the Firm of Otteau Group to Perform Professional Appraisal Services Relating to The Area Known As “Bradley Cove”

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

2020-76 Resolution Authorizing the Award of a Contract to The Firm of Kyle + Mcmanus Associates, LLC To Perform Professional Affordable Housing Planning And/Or Consulting Services.

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

2020-77 Appointing T & M Associates to Serve as Municipal Engineer for the City, and Authorizing the Execution of an Agreement for Professional Engineering Services Associated Therewith

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

2020-78 Appointment to the Business Advisory Committee

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

2020-79 Resolution Authorizing Referral to The Planning Board of Various Affordable Housing Ordinances and Amendments to the Zoning Ordinance and the Main Street, Central Business District and Springwood Avenue Redevelopment Plans, which Are Designed to Effectuate the City’s Adopted 2019 Third Round Housing Element And Fair Share Plan, Along With A Proposed Revised Official Zoning Map.

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

ORDINANCES

Introduction

- 2020-1 Authorizing the City of Asbury Park To Convey Easements To Permit Certain Limited Encroachments Into The Right-Of-Way Area (Including Air Space) including along Portions Of An Unnamed Alley, To Benefit The Property Located At 722-724 Cookman Avenue (Block 2405, Lot 1), Asbury Park, New Jersey.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/12/2020 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

- 2020-2 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/12/2020 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

ADJOURNMENT

The meeting was adjourned at 7:25 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Jan 22, 2020 7:00 PM (Minutes)



RESOLUTION NO. 2020-81

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on February 12, 2020 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Family Day (the five percenters)
2. Back to School Event
3. International Day
4. Promenade of Mermaids
5. 5 Alarm 5k
6. Housing Resource Fair
7. Family Day (surfrider foundation)
8. Bike MS
9. AP Volleyball Tournament
10. AP Downtown Mardi Gras Pet Promenade
11. Asbury Park Alive
12. Serve 24
13. Mary's Place 9th annual walkathon

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-81 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: FAMILY DAY (THE FIVE PERCENTERS)
DATE(S): 8-22-20 Rain Date: 8-23-20
HOURS OF EVENT: From 12 Noon To: 6 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Park

Name of Applicant/Organization: Nation of God's & Earth's
Address: _____
Contact: Unique Washington Phone: 732-784-0129
Fax: _____ Email: unique012977@gmail.com
Non-Profit? Yes _____ No _____ Tax Exempt ID Number: _____
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Family Event for the community to encourage love, peace & happiness

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

Attachment: cm 212 (2020-81 : Special Event Applications)

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No _____ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: _____

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: TRASH + Recyclable cans
electricityNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Marcellus Washington
Signature of Applicant1-30-20
DateMARCELLOS Washington
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: BACK TO SCHOOL EVENT

DATE(S): 07-25-2020 Rain Date: 08-01-2020

HOURS OF EVENT: From 10:00 Am To: 4:00 Pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

LIBRARY PARK CORNER OF GRAND AVE & ASBURY AVE

Name of Applicant/Organization: JEAN HENRY / FIRST FRENCH SPEAKING BAPTIST CHURCH

Address: 412 ASBURY AVE ASBURY PARK N.J. 07712

Contact: JEAN HENRY Phone: 732-685-0978

Fax: N/A Email: J. HENRY 316 @ HOTMAIL.COM

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 222-478-628/000

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: SCHOOL SUPPLIES GIVE AWAY, COMMUNITY ACTIVITIES, BOUNCE HOUSE - HEALTH SCREENINGS - MUSIC - GUEST SPEAKERS - CAR GIVE AWAY, SERVICES INFORMATIONS DISPLAY, ECT

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200 TO 400ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO N/A IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: CHURCH VOLUNTEERS

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: PLEASE PUT IN PLACE

The Garbage Drum FOR US.

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

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Jenny
Signature of Applicant

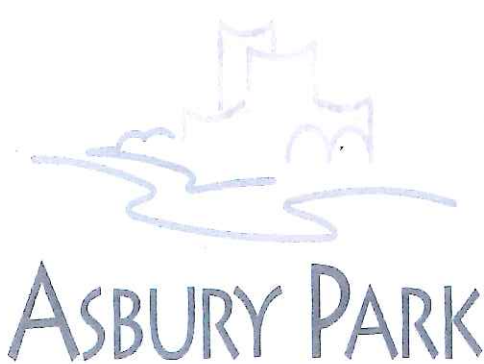
01/30-2020
Date

JEAN HENRY
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION



ASBURY PARK

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: International Day

DATE(S): August 15, 2020 Rain Date: 8/23/20
HOURS OF EVENT: From 10 To: 4 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Sunset Park

Name of Applicant/Organization: New Bethel Church
Address: 1409 Asbury Ave Asbury Park NJ 07712
Contact: Racquel Mathis Phone: 732 682 2304
Fax: _____ Email: rmathis@newbethelchurchnj.org

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 202619209
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: This event is called International Day - all different culture come out with their food and serve the community for free.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes ☐ No ☒ If yes, please explain The different restaurants and food chain coming out

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200

ADMISSION CHARGE? YES ☐ **NO** ☒ **IF YES, HOW MUCH** N/A

VENDOR CHARGE? YES ☐ **NO** ☒ **IF YES, HOW MUCH** N/A

WILL YOU REQUIRE A STREET CLOSING? YES ☐ **NO** ☒ **Please Give Details:**

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: The Church and vendors will be cleaning up. If you provide garbage bin in the park

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Neptune and Asbury Park Restaurant and local cooks giving out samples

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

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Racquel Math
Signature of Applicant

1/21/20
Date

Racquel Math
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. **All application fees are non refundable and must be submitted with this application.** Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: Asbury Park Promenade of Mermaids

DATE(S): July 11, 2020 Rain Date: none

HOURS OF EVENT: From 10:00 am To: 5:00 pm
8:00 am set-up

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

on Boardwalk, green space in front of Stone Pony, south of splash park

Name of Applicant/Organization: Nicole Esposito / AP Promenade of Mermaids

Address: 149 Sunset Drive Forked River NJ 08731

Contact: Nicole Esposito Phone: 732-515-8750

Fax: n/a Email: alandandseamermaid@gmail.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: costume
parade down the boardwalk, performances and judging on green
space. Possible vendors added to green space.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: approx. 500ADMISSION CHARGE? YES ✓ NO _____ IF YES, HOW MUCH \$10 children, \$15 adultsVENDOR CHARGE? YES _____ NO _____ IF YES, HOW MUCH _____ \$30 groupWILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Volunteer based staff to work on security, crowd control, policing parade route, break down and cleanup.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: N/A

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

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Nicole M. Esposito
Signature of Applicant

1/23/2020
Date

Nicole M. Esposito
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: PFANJ 5 ALARM 5K

DATE(S): JUNE 9TH, 2020 Rain Date: _____
HOURS OF EVENT: From 5PM To: 7PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

BRADLEY PARK

Name of Applicant/Organization: APFF LOCAL 384 / PFANJ

Address: 800 MAIN STREET, ASBURY PARK NJ

Contact: FRED BATES Phone: 908-902-5939

Fax: _____ Email: _____

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: SAME ROUTE
THAT CITY APPROVED IN PAST

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 110ADMISSION CHARGE? YES ☒ NO _____ IF YES, HOW MUCH \$25VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES ☒ NO _____ Please Give Details:WHICH EVER STREETS APPD DEEMS NECESSARY TO
BE CLOSED ON PREVIOUS ROUTEPROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR
SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL
AND DISPOAL OF TRASH AND DEBRIS: WHAT EVER SERVICES ASBURY
PARK POLICE DEPARTMENT DEEMS NECESSARYDESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE
PROVIDED IN CONNECTION WITH THE EVENT: USE OF CITY BARRICADESNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.


Signature of Applicant1/30/2020
DateFRED BATES
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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NAME OF EVENT: Housing Resource Fair

DATE(S): June 3, 2020 Rain Date: _____
HOURS OF EVENT: From 4pm To: 7pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Senior Center

Name of Applicant/Organization: Community Development/mc Housing Allian

Address: _____

Contact: Cassandra Dickerson Phone: _____

Fax: _____ Email: _____

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Service Providers distributing information on housing and related issues

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: _____

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Public Works

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

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

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*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Signature of Applicant

Date

Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: Family Day

DATE(S): 8/1/2020 Rain Date: 8/2/2020

HOURS OF EVENT: From 12 noon To: 5 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

North Beach / Surfing Beach

Name of Applicant/Organization: Jersey Shore Chapter: Surfrider Foundation

Address: PO Box 760 Belmar NJ 07719

Contact: Diane Pittet Phone: 917-847-5542

Fax: _____ Email: events@jerseyshore.org

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 95-3941826

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

We will host an educational beach scavenger hunt by water's edge. free surf lessons; free lunch; and free music on a makeshift stage.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Work with AP lifeguards.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: AP lifeguards

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

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Na u [Signature]
Signature of Applicant

1/13/20
Date

Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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NAME OF EVENT: Bike MS: Coast the Coast

DATE(S): Saturday, May 9 & Sunday, May 10, 2020 Rain Date: N/A (Rain or Shine)

HOURS OF EVENT: From 7:00 AM (Sat) To: 11:00 AM (Sat)
9:00 AM (Sun) 11:00 AM (Sun)

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Name of Applicant/Organization: National Multiple Sclerosis Society

Address: 1480 US 9 North, Suite 301, Woodbridge, NJ 07095

Contact: Michael Franken, Sr. Manager, Event Production Phone: (201)977-6053

Fax: (732)855-6984 Email: Michael.Franken@nmss.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 13-5661935

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Annual Bike MS: Coast the Coast charity fundraiser. The event raises awareness for multiple sclerosis and raises funds for the National Multiple Sclerosis Society and its programs and research. The ride has been going on for over 25 years in the shore areas of New Jersey.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200 (Sat), 40 (Sun)

ADMISSION CHARGE? YES ☒ NO _____ IF YES, HOW MUCH Between \$20 and \$80 (based on date)VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details:

We will simply be passing through the city at the direction of the town/police/engineer. Our hope is to ride via Ocean Ave. from Long Branch to Sea Girt, but can work with towns if minor detours are necessary.

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL**AND DISPOAL OF TRASH AND DEBRIS:** As we are riding through, we will not need security, clean up, separation of recycling material, or disposal of trash and debris. However, we will work with the police in providing traffic control if it is deemed necessary. Any directional signs put up on the course will be removed upon the completion of the ride.**DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:** _____

Only city resources that may be necessary are police support at difficult/dangerous intersections (if necessary).

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

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

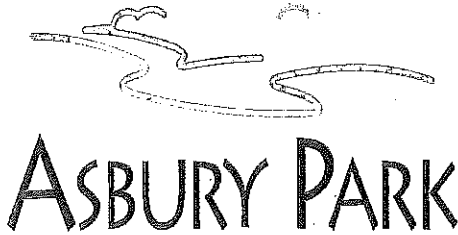
*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Signature of Applicant_____
Date_____
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: 1) AP Volleyball Annual Beach Open Tournament

DATE(S): Saturday, August 8, 2020

Rain Date: Sunday, August 9, 2020

HOURS OF EVENT: From 8:00 am - 5:00 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT: North (Dog) Beach

Name of Applicant/Organization: Asbury Park Volleyball

Address: 1603 3rd Avenue, Asbury Park NJ 07712

Contact: Gus Cam **Phone:** 917-312-5670

Email: mail@apvolleyball.org

Non-Profit? Yes **Tax Exempt ID Number:** 33-1139052

If yes, please provide non-profit certificate – see attached Exempt Organization filing from IRS site

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

15th Annual Volleyball LGBT Tournament featuring 12 courts and approximately 200 players from the tri-state area and beyond. The tournament will feature selected sponsors strategically located throughout the tournament area.

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No x If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200 players _____ADMISSION CHARGE? YES _____ NO x IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO x IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO x Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: _____ This would be the 15th year we run this tournament in Asbury Park. The tournament does not require any additional security, clean up beyond the normal day-to-day services available from the city _____

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____ Because the tournament is located where the dog beach is we will need extra attention so that participants are not faced with dog excrement and other debris from regular beach goers.

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

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

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

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

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

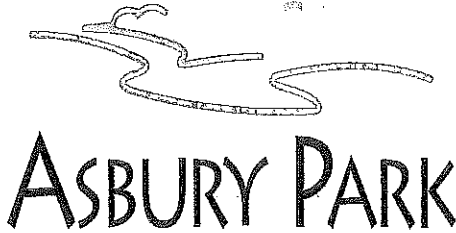
Signature of Applicant

Date

Print Name of Applicant

Attachment: cm 212 (2020-81 : Special Event Applications)

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No 2016-55 "General Licensing: 4-10.4." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: Asbury Park Downtown Mardi Gras Pet Promenade

DATE(S): 2/22/20 **Rain Date:** n/a

HOURS OF EVENT: From _____ To: _____

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT: The sidewalk in front of the Shoppes at the Arcade on Cookman Avenue.

Name of Applicant/Organization: The Chamber of Commerce (on behalf of volunteer merchants downtown).

Address _____

Contact: Ruth Kiser Owner Paws Pet Boutique (Or Sylvia - APCC)

Phone: 732.809.5099 (or Sylvia 732.720.9742) **Fax:** _____

Email: sylvia@asburyparkchamber.com **Non-Profit?** Yes x No **Tax Exempt ID Number:** 22-2144484 *If yes, please provide non-profit certificate*

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: During the Downtown Mardi Gras event, which is held inside several retail establishments, visitors are invited to show off their pets' Mardi Gras costumes by walking, single file, in front of the Shoppes at the Arcade. The Pet Promenade will not impede traverse on the sidewalk and does not require any city services. The Promenade is expected to last approximately 30 minutes. The Pet Promenade will not take place if the weather conditions are not favorable.

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

Attachment: cm 212 (2020-81 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No x If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: Perhaps 25ADMISSION CHARGE? YES _____ NO x IF YES, HOW MUCH \$5 Donation requestedVENDOR CHARGE? YES _____ NO x IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO x Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: n/a

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: n/a

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

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Sylvia Sylvia
Signature of Applicant

1/22/20
Date

Sylvia Sylvia
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____



SPECIAL EVENTS PERMIT APPLICATION

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NAME OF EVENT: Asbury Park ALIVE!

DATE(S): May 16, 2020 Rain Date: None
HOURS OF EVENT: From 1:00 pm To: 5:00 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

See attached proposed route map

Name of Applicant/Organization: Alliance for a Healthier Asbury Park

Address: 1 Municipal Plaza

Contact: Mike Manzella Phone: 732-502-5727

Fax: _____ Email: michael.manzella@cityofasburypark.com

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

If yes, please provide non-profit certificate Grant-funded Community Organization

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: _____

Open Streets event featuring music, food, art, cultural demonstrations, health information and screening, activities and games along a 1.5 mile route connecting the City of Asbury Park

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

Attachment: cm 212 (2020-81 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 500-1,000

ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES ☒ NO _____ Please Give Details:

See attached proposed route map

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:

APPD will be required for security and traffic control, volunteers will assist and will set up and clean up,

AP Public Works will be needed for collection of trash

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:

APPD, DPW

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

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Michael Manzella
Signature of Applicant

12/4/19
Date

Michael Manzella, Transportation Manager
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: Serve 24 2020

DATE(S): August 15, 2020 Rain Date: N/A
HOURS OF EVENT: From 6am To: 12am 8/16

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Park, Asbury Park NJ 07712

Name of Applicant/Organization: Jersey Shore Dream Center
Address: 1710 Columbus Ave Neptune NJ 07753
Contact: Mary MacNeill Hillgabs Phone: 877.391.5732 x4
Fax: 877.391.5732 Email: info@jerseyshoredreamcenter.org
Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 45-4840107
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Community Day w/ volunteer opportunities. Springwood Park will be the
'HUB' of activities. Concert @ 2pm. Along with free food all
Day. Activities for the kids.
Possible Back Pack Giveaway!

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

Attachment: cm 212 (2020-81 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: We will provide our own security

Unless the town requires us to hire police. We will hire maintenance for the trash. It's been helpful in years past.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Just, Public Works.

We will need Electricity to stage and by the tree. We will need the bathrooms opened all day.

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

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

May T. Allegass
Signature of Applicant

1/29/20
Date

May T. Allegass
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

Attachment: cm 212 (2020-81 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: 9th Annual Walkathon

DATE(S): 5/16/20 Rain Date: 5/17/20
HOURS OF EVENT: From 11 AM To: 1 PM

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

on the boardwalk

Name of Applicant/Organization: Mary's Place by the Sea
Address: 22 Main Ave., Ocean Grove, NJ 07756
Contact: Clare Freda Phone: 732-455-5344
Fax: 732-361-0135 Email: cfreda@marysplacebythesea.org
Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 26-4736451

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

we will walk from Ocean Grove thru Asbury Park along the boardwalk to Convention Hall and turn around and return to Ocean Grove

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

Attachment: cm 212 (2020-81 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 1000
 ADMISSION CHARGE? YES / NO _____ IF YES, HOW MUCH 40.00
 VENDOR CHARGE? YES / NO _____ IF YES, HOW MUCH 50-150

WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR
 SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL
 AND DISPOAL OF TRASH AND DEBRIS: N/A although we will
have volunteers along the route just to
direct people where to walk.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE
 PROVIDED IN CONNECTION WITH THE EVENT: None

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

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

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Clare Freeda
 Signature of Applicant

11/15/20
 Date

Clare Freeda
 Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

Attachment: cm 212 (2020-81 : Special Event Applications)



RESOLUTION NO. 2020-82

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

RESOLUTION COMMEMORATING THE CENTENNIAL OF THE RATIFICATION OF THE 19TH AMENDMENT

Whereas, the year Two Thousand and Twenty marks the 100th Anniversary of the ratification of the 19th Amendment of the United States Constitution; and

Whereas, women fought for the right to vote for more than a century and persevered in the face of resistance; and

Whereas, many New Jersey women advocated for the right to vote; and

Whereas, Monmouth County was the home to many suffragists both male and female, and suffrage rallies and events occurred within Monmouth County's borders; and

Whereas, February 9, 2020 will mark the centennial of the New Jersey ratification of the 19th Amendment; and

Whereas, August 26, 2020 will mark the nationwide centennial of the 19th Amendment officially becoming part of the United States Constitution, after the required number of states had ratified; and

Whereas, daughters, granddaughters, and great-granddaughters of the women who fought so hard to vote have been making their voices heard at the polls for nearly 100 years; and

Whereas, women are running for office and currently in elected office in large numbers in Monmouth County, follow in the footsteps of these great suffragists; and

Whereas, there are currently over 200,000 women registered to vote in Monmouth County, New Jersey; and

Whereas, all government entities on the local, state and national level should commemorate and recognize this historic milestone and reaffirm its commitment to empowering and uplifting the voices of women.

NOW, therefore be it resolved that the Mayor and Council of the City of Asbury Park, County of Monmouth, State of New Jersey, do hereby

(1) celebrate and recognize the 100th Anniversary of the passage and ratification of the 19th Amendment to the United States Constitution providing for women's suffrage; and

(2) honor the role of the ratification of the 19th Amendment in promoting the core values of our democracy as set forth in the Constitution of the United States; and

(3) reaffirm our desire to continue strengthening democratic participation and to inspire future generations to cherish and preserve the historic precedent established by the 19th Amendment.

I, MELODY HARTSGROVE, Deputy 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. 2020-82 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS 13th DAY OF February, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-83

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

RESOLUTION TO TERMINATE SEWER ACCOUNT BILLING AND CANCEL OPEN CHARGES BLOCK 1905 LOT 5 825 DUNLEWY STREET

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, on February 5, 2020, Troy Fuchs, owner, notified the Tax Collector that Block 1905 Lot 5, account #10142501-2 is an inactive account that was reconstructed from a 2-family dwelling to a single-family dwelling with one sewer meter; and

WHEREAS, the Tax Collector has verified that there has been no water usage with the NJ American Water's billing records for account #10142501-2; and

WHEREAS, the Tax Collector requests to terminate sewer billing and cancel open charges in the amount of \$80.00 for 2020 1st quarter; and

THEREFORE, LET IT BE RESOLVED, that the Mayor and Council for the City of Asbury Park Authorize the Tax Collector to the following regarding Block 1905 Lot 5, account #10142501-2:

1. Terminate sewer billing and make account inactive as of 2/5/2020, cancel any outstanding quarterly demand charges that were erroneously billed after date of issuance and label said account as inactive.

I, MELODY HARTSGROVE, Deputy 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. 2020-83 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK

Resolution to Terminate Sewer Account Billing and Cancel Open Charges Block 1905 Lot 5 825 Dunlewy Street

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, on February 5, 2020, Troy Fuchs, owner, notified the Tax Collector that Block 1905 Lot 5, account #10142501-2 is an inactive account that was reconstructed from a 2-family dwelling to a single-family dwelling with one sewer meter; and

WHEREAS, the Tax Collector has verified that there has been no water usage with the NJ American Water's billing records for account #10142501-2; and

WHEREAS, the Tax Collector requests to terminate sewer billing and cancel open charges in the amount of \$80.00 for 2020 1st quarter; and

THEREFORE, LET IT BE RESOLVED, that the Mayor and Council for the City of Asbury Park Authorize the Tax Collector to the following regarding Block 1905 Lot 5, account #10142501-2:

1. Terminate sewer billing and make account inactive as of 2/5/2020, cancel any outstanding quarterly demand charges that were erroneously billed after date of issuance and label said account as inactive.

2/6/2020 TY

1905/5

3.G.3.a

2/5/2020

Re: 825 Dunlewy Street, Account # 1014 2501-2

(1st Floor)

Owner: Troy Fuchs & Cheryl Schwarz

Dear Tax Collector,

I am currently being billed for an account that has no meter. This property was demolished prior to my purchase of the unit in May 2019.

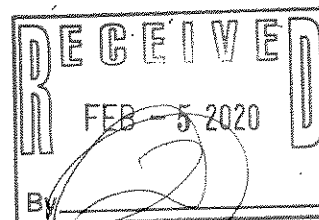
Please make account inactive so that I will not receive any future billing. (\$80.00 quarterly demand charges).

Respectfully,

Troy Fuchs

732-829-4082

Troy Fuchs



*reconstructed
from 2 to 1 fami
dwelling*

Attachment: Reso request 1905-5 825 Dunlewy Terminate Sewer 2-6-2020 FILE (2020-83 : Resolution to Terminate Sewer Account Billing and



Premise Usage Transaction Report

Transactions Dated: 02/05/2018 to 02/05/2020

No data was found for premise 9180497476 in the Asbury Park municipality.

Units of Measure Reference

1 CF - Cubic Foot
1 GL - US Gallon
10 GL - 10 Gallons
10 KGL - 10 Thousand Gallons
1000 CF - 1000 Cubic Feet
CCF - 100 Cubic Feet

CGL - 100 Gallons
DCF - 10 Cubic Feet
DCG - 1000 Gallons
DFT - 10 Cubic Feet
MG AW - Millions of Gallons
TG AW - Thousand Gallons

1014 2501 -2

inactive

Request Reso for inactive acct



Premise Usage Transaction Report
NJASBURYPK - Asbury Park
Transactions Dated: 02/05/2018 to 02/05/2020

Premise: 9180497477	Status: Tapped Service Active Contract	Service: 825 Dunlewy St 2NDFL Asbury Park, NJ 07712-5738
Municipality: Asbury Park		
Meter Read Route: SHR04505	Route Read Dates --	Previous: 01/03/2020 Current: 02/04/2020 Next: 03/03/2020 Last Bill: 02/04/2020
Account: 220028788485	Name: Troy Fuchs	Status: Active
Account Connect Date: 05/03/2019	Mailing: 825 Dunlewy St Asbury Park, NJ 07712-5738	Customer: 1102387196
Account Discontinued Date:		
Account Class: Residential		
Cut In Landlord: N		

Billing Transactions

<u>Transaction Type</u>	<u>Transaction Date</u>	<u>Transaction Number</u>	<u>Billed Usage</u>	<u>Unit of Measure</u>	<u>Reason Code</u>	<u>Days Billed</u>
Move In Bill	06/05/2019	661255176537	40.00	CGL		3
Reg Bill Actual Read	07/05/2019	658756283417	70.00	CGL		2
Reg Bill Actual Read	08/23/2019	100003594914	230.00	CGL		3
Reg Bill Actual Read	09/05/2019	682504381356	160.00	CGL		3
Reg Bill Actual Read	10/03/2019	647503829584	110.00	CGL		2
Reg Bill Actual Read	11/06/2019	628754843104	60.00	CGL		3
Reg Bill Actual Read	12/04/2019	677504711153	40.00	CGL		2
Reg Bill Actual Read	01/07/2020	668755172483	50.00	CGL		3
Reg Bill Actual Read	02/05/2020	631255013670	50.00	CGL		3

Meter Readings

<u>Meter Number</u>	<u>Current Read Date</u>	<u>Current Reading</u>	<u>Previous Read Date</u>	<u>Previous Reading</u>	<u>Current Reading Type</u>	<u>Metered Usage</u>	<u>Unit of Measure</u>
00000000063989424	06/04/2019	4.0	05/03/2019		Actual	4.00	DCG
00000000063989424	07/02/2019	11.0	06/04/2019	4.0	Actual	7.00	DCG
00000000063989424	08/02/2019	34.0	07/02/2019	11.0	Actual	23.00	DCG
00000000063989424	09/03/2019	50.0	08/02/2019	34.0	Actual	16.00	DCG
00000000063989424	10/02/2019	61.0	09/03/2019	50.0	Actual	11.00	DCG
00000000063989424	11/04/2019	67.0	10/02/2019	61.0	Actual	6.00	DCG
00000000063989424	12/03/2019	71.0	11/04/2019	67.0	Actual	4.00	DCG
00000000063989424	01/03/2020	76.0	12/03/2019	71.0	Actual	5.00	DCG
00000000063989424	02/04/2020	81.0	01/03/2020	76.0	Actual	5.00	DCG

Account: 220025557194	Name: 3 Sunset Dr, LLC	Status: Inactive
Account Connect Date: 08/21/2018	Mailing: 705 Highway 71 Brielle, NJ 08730-1440	Customer: 1202279299
Account Discontinued Date: 05/02/2019		
Account Class: Residential		
Cut In Landlord: N		

Billing Transactions

<u>Transaction Type</u>	<u>Transaction Date</u>	<u>Transaction Number</u>	<u>Billed Usage</u>	<u>Unit of Measure</u>	<u>Reason Code</u>	<u>Days Billed</u>
Move In Bill	09/07/2018	646253204206	0.00	CGL		
Reg Bill Actual Read	10/04/2018	658754558273	0.00	CGL		
Reg Bill Actual Read	11/09/2018	671254066035	0.00	CGL		
Reg Bill Actual Read	12/06/2018	668754174313	0.00	CGL		
Reg Bill Actual Read	12/06/2018	668754174313	0.00	CGL		
Reg Bill Actual Read	01/08/2019	607504961389	0.00	CGL		
Reg Bill Actual Read	02/07/2019	628754180872	0.00	CGL		31
Reg Bill Actual Read	03/07/2019	612504932990	0.00	CGL		28

<u>Transaction Type</u>	<u>Transaction Date</u>	<u>Transaction Number</u>	<u>Billed Usage</u>	<u>Unit of Measure</u>	<u>Reason Code</u>	<u>Days Billed</u>
Reg Bill Actual Read	04/08/2019	662504562016	0.00	CGL		2
Closing Bill	05/06/2019	702500462765	0.00	CGL		3

Meter Readings

<u>Meter Number</u>	<u>Current Read Date</u>	<u>Current Reading</u>	<u>Previous Read Date</u>	<u>Previous Reading</u>	<u>Current Reading Type</u>	<u>Metered Usage</u>	<u>Unit of Measure</u>
00000000085596197	09/05/2018	485.0	08/21/2018	485.0	Actual	0.00	DCG
00000000085596197	10/02/2018	485.0	09/05/2018	485.0	Actual	0.00	DCG
00000000085596197	11/02/2018	485.0	10/02/2018	485.0	Actual	0.00	DCG
00000000085596197	11/12/2018	485.0	11/02/2018	485.0	Actual	0.00	DCG
00000000063989424	12/04/2018		11/13/2018		Actual	0.00	DCG
00000000063989424	01/04/2019		12/04/2018		Actual	0.00	DCG
00000000063989424	02/04/2019		01/04/2019		Actual	0.00	DCG
00000000063989424	03/05/2019		02/04/2019		Actual	0.00	DCG
00000000063989424	04/02/2019		03/05/2019		Actual	0.00	DCG
00000000063989424	05/02/2019		04/02/2019		Actual	0.00	DCG

Account: 210027077543
 Account Connect Date: 09/28/2013
 Account Discontinued Date: 08/20/2018
 Account Class: Residential
 Cut In Landlord: N

Name: Jones, Mary
 Mailing: 1917 Rutherford Ave
 Neptune, NJ 07753-4414

Status: Inactive
 Customer: 1102576054

Billing Transactions

<u>Transaction Type</u>	<u>Transaction Date</u>	<u>Transaction Number</u>	<u>Billed Usage</u>	<u>Unit of Measure</u>	<u>Reason Code</u>	<u>Days Billed</u>
Reg Bill Actual Read	02/05/2018	661253926972	50.00	CGL		2
Reg Bill Actual Read	03/06/2018	653754070834	50.00	CGL		2
Reg Bill Actual Read	04/09/2018	615004038812	60.00	CGL		3
Reg Bill Actual Read	05/04/2018	657504186913	70.00	CGL		2
Reg Bill Actual Read	06/06/2018	635003515138	0.00	CGL		3
Reg Bill Actual Read	07/06/2018	672503739922	0.00	CGL		2
Reg Bill Actual Read	08/06/2018	635003653335	0.00	CGL		3
Closing Bill	08/27/2018	715000256301	0.00	CGL		1

Meter Readings

<u>Meter Number</u>	<u>Current Read Date</u>	<u>Current Reading</u>	<u>Previous Read Date</u>	<u>Previous Reading</u>	<u>Current Reading Type</u>	<u>Metered Usage</u>	<u>Unit of Measure</u>
00000000085596197	02/01/2018	467.0	01/03/2018	462.0	Actual	5.00	DCG
00000000085596197	03/02/2018	472.0	02/01/2018	467.0	Actual	5.00	DCG
00000000085596197	04/03/2018	478.0	03/02/2018	472.0	Actual	6.00	DCG
00000000085596197	05/02/2018	485.0	04/03/2018	478.0	Actual	7.00	DCG
00000000085596197	06/04/2018	485.0	05/02/2018	485.0	Actual	0.00	DCG
00000000085596197	07/02/2018	485.0	06/04/2018	485.0	Actual	0.00	DCG
00000000085596197	08/02/2018	485.0	07/02/2018	485.0	Actual	0.00	DCG
00000000085596197	08/20/2018	485.0	08/02/2018	485.0	Actual	0.00	DCG

Units of Measure Reference

1 CF - Cubic Foot	CGL - 100 Gallons
1 GL - US Gallon	DCF - 10 Cubic Feet
10 GL - 10 Gallons	DCG - 1000 Gallons
10 KGL - 10 Thousand Gallons	DFT - 10 Cubic Feet
1000 CF - 1000 Cubic Feet	MG AW - Millions of Gallons
CCF - 100 Cubic Feet	TG AW - Thousand Gallons

Attachment: Reso request 1905-5 825 Dunlewy Terminate Sewer 2-6-2020 FILE (2020-83 : Resolution to Terminate Sewer Account Billing and

February 5, 2020
03:42 PM

CITY OF ASBURY PARK
Utility Billing Posting Reference Report

Page No: 1

Reference Number: 618

Account Id	Property Location	Service Type	Date	Trans Type	Bill Type	Code Yr/Prd	Flat	Excess	Total	Ref Num	Ref Seq
10142501-2	825 DUNLEWY STREET	Sewer	02/05/20	Billing	Adjusted	1ST FLOOR 825 DUNLEWY S53 2020 1	80.00-	0.00	80.00-	618	1
Num of Transactions:		1		Total:			80.00-	0.00	80.00-		

Attachment: Reso request 1905-5 825 Dunlewy Terminate Sewer 2-6-2020 FILE (2020-83 : Resolution to Terminate Sewer Account Billing and



RESOLUTION NO. 2020-84

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

RESOLUTION AUTHORIZING CANCELLATION AND REFUND OF TAX SALE CERTIFICATE #19-00210 DUE TO TAX OVERBILL BLOCK 3705 LOT 10.47 QUAL. C0021

WHEREAS, Certificate of Sale #19-00210 was issued to SB Muni Cust % LB-Honey Badger for delinquent taxes on Block 3705 Lot 10.47 Qual. C0021 commonly known as 1706 Park Ave, Unit PU21, at a Tax Sale held on December 19, 2019; and

WHEREAS, by the way of evidence that there was an overbill on 2019 taxes in the amount of \$89.10 on the third and fourth quarters; and

WHEREAS, Tax Collector requests to cancel tax sale certificate #19-00210 that was issued to SB Muni Cust % LB-Honey Badger for delinquent taxes on said parcel due to erroneous delinquency amount of said tax sale certificate; and

WHEREAS, the refund shall be the certificate and subsequent amount at the interest rate pursuant to R4:42-11 (s) (ii) of 2.5%; and

WHEREAS, the Lien Holder is entitled to legal interest as follows;

SB Muni Cust % LB-Honey Badger	
154.10	Paid 12/19/19
3.85 (2.5%)	R 4:42-11(a)(ii)
.00 (4.5%)	R.4-42-11(a)(iii)
52.00	Recording fee
.00	Subsequent tax
<u>500.00</u>	Premium

\$709.95 Total Refund

WHEREAS, Tax Collector requests to refund tax sale certificate #19-00210 in the amount of \$709.95 to SB Muni Cust % LB-Honey Badger and change lien account status to canceled; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park; hereby authorized the Tax Collector to cancel and refund tax sale certificate #19-00210 in

the amount of \$709.95 to SB Muni Cust % LB-Honey Badger and change lien account status to canceled.

I, MELODY HARTSGROVE, Deputy 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. 2020-84 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS 13th DAY OF February, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

Certificate: 19-00210
Prop Loc: 1706 PARK AVE, UNIT #021
Block/Lot/Qual: 3705.
Sale Date: 12/19/19
Redemption Calculation Date: 01/21/20
Include Current Charges: N

Owner: ASBURY PARK PLACE LLC
Address: 701 RT. 70 EAST BLD 1
MARLTON, NJ 08053

Holder Name: SB MUNI CUST % LB-HONEY BADGER
Address: P.O. BOX 31191
TAMPA, FL 33631-3191

Type of Lien: Outside
Interest Rate: 0.00
Apr 2: N
Premium: 500.00
Holder Id: 259

TAX SALE CERTIFICATE:

Balance Type	Principal	Interest	Total
Tax	89.10	0.00	89.10
#Days: 32	Per Diem: 0.000000	Cost: 65.00	Total Certificate: 154.10
		Int on Cert: 0.00	Total: 154.10

SUBSEQUENT CHARGES:

Balance Type	Year	Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total
--------------	------	-----	------	--------------	---------------	----------	-------	----------	-------

BALANCE TYPE SUMMARY:

Certificate Tax	Certificate Total & Subseq. Prin/Penalty		Interest	Total
Total Tax	89.10		0.00	89.10
Certificate Cost	65.00		0.00	65.00

LIEN REDEMPTION:

Principal:	154.10
Interest:	0.00
TOTAL REDEMPTION:	154.10
Total Per Diem:	0.000000

BLQ: 3705, 10.47 -C0021- - Tax Year: 2018 to 2020
Owner Name: ASBURY PARK PLACE LLC Property Location: 1706 PARK AVE, UNIT P021

Tax Year: 2018		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:		0.00	0.00	89.20	89.00	178.20
Payments:		0.00	0.00	89.20	89.00	178.20
Balance:		0.00	0.00	0.00	0.00	0.00

Date	Qtr	Type	Description	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2018 Prin Balance
10/31/18	3	Payment	Original Billed	001	3742878009	CK	28466	36 WPTX1031	178.20	1.76	178.20
10/31/18	4	Payment		001	3742878009	CK	28466	37 WPTX1031	89.20	0.00	89.00

Tax Year: 2019		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:		44.55	44.55	44.55-	44.55-	0.00
Payments:		44.55	44.55	0.00	0.00	89.10
Balance Adjust:		0.00	0.00	44.55	44.55	89.10
Balance:		0.00	0.00	0.00	0.00	0.00

Date	Qtr	Type	Description	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2019 Prin Balance
10/18/19	3	Adjustment	Original Billed	063			30692	125 TRANSFER	0.00	0.00	0.00
10/18/19	4	Adjustment	Trans 1903 to 04	063			30692	126 TRANSFER	44.55-	0.00	44.55
11/13/19	4	Adjustment	Trans 1903 to 04	063			30909	102 TRANSFER	89.10	0.00	89.10
12/19/19	1	Payment	Trans 1904 to 20Q1	TST		CK	31060	1071 TAXSALE	44.55	0.00	44.55
12/19/19	2	Payment	2019 TAX SALE PWMTS	TST		CK	31060	1072 TAXSALE	44.55	0.00	0.00

Tax Year: 2020		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Payments:		0.00	0.00	0.00	0.00	0.00
Balance Adjust:		89.10-	0.00	0.00	0.00	89.10-
Balance:		89.10-	0.00	0.00	0.00	89.10-

Date	Qtr	Type	Description	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2020 Prin Balance
11/13/19	1	Adjustment	Original Billed	063			30909	103 TRANSFER	0.00	0.00	0.00
			Trans 1904 to 20Q1						89.10-	0.00	89.10-

Total Principal balance for Tax Years in Range: 89.10-

Miscellaneous Payments for Date Range 01/01/18 to 12/31/20:

Date	Type	Description	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	Total
12/19/19	Payment	WVZ			CK	31060	1070 TAXSALE	0.00	65.00	65.00
		TAX SALE COST								

3705, 12/19/19	10.47 Payment	-C0021- PRM	ASBURY PARK PLACE LLC CK	31060	1073	TAXSALE	1706 PARK AVE, UNIT PU21	500.00	Continued 0.00	500.00
2019 TAX SALE PYMTS										565.00

E

Lien Maintenance

Add

Save

Cancel

Delete

Previous

Next

Detail

Left

Cert Num: 19-00210

Block: 3705

Lot: 10.47

Qual: -C0021-

Prop Loc: 1706 PARK AVE, UNIT PU21

Worksheet

General

Certificate/Assignment

Subsequent Charges

Balance

Notes

Sale Date: 12/19/2019

Owner: ASBURY PARK PLACE LLC

Type: Outside

Address: 701 RT. 70 EAST BLD 1

Status: Canceled

Assignment Date: / /

Unpaid Interest: 01/21/2020

Percent: .00

APR 2: 500.00

Premium: 500.00

Holder: 259

Name: SB MUNI CUST % LB-HONEY BADGER

Address: P.O. BOX 31191

Recording Date: / /

Recording Book/Page: / /

Redemption Check Cleared: / /

Special Charges Acct: / /

TAMPA

FL 33631

Marlton, NJ 08051

Tax Years: 2019

User Msg Code: /

Packet Pg. 54

Attachment: 3705-10.47 Reso Request Cancel - Refund 1-21-2020 19-00210 (2020-84 : Resolution Authorizing Cancellation and Refund of Tax

Lien Maintenance			
General	Certificate/Assignment	Subsequent Charges	Balance
+ Add ✕ Delete ✕ Close ↶ Previous ↷ Next ≡ Detail ✉ Letter	Worksheet	... Cert Num: 19-00210 ... Block: 3705 ... Lot: 10.47	... Qual: -C0021- ... Prop Loc: 1706 PARK AVE, UNIT P021
		Notes Exist	
Balance Type: Principal Unpaid Interest:			
Tax:		89.10	.00
Water:		.00	.00
Sewer:		.00	.00
Electric:		.00	.00
Relocation:		.00	.00
Special Assessment:		.00	.00
SEARCH FEE:		.00	.00
Board Up:		.00	.00
COST OF SALE:		.00	.00
		Total Principal:	89.10
		Total Interest:	.00
		Cost:	65.00
		Total Certificate:	154.10
		Record Fee:	.00
		Foreclose Fee:	.00
		Other Fee:	.00
		Assignment Amount:	.00
		Assign Record Fee:	.00

**Resolution Authorizing Cancellation and Refund of Tax Sale Certificate #19-00210
due to Tax Overbill Block 3705 Lot 10.47 Qual. C0021**

WHEREAS, Certificate of Sale #19-00210 was issued to SB Muni Cust % LB-Honey Badger for delinquent taxes on Block 3705 Lot 10.47 Qual. C0021 commonly known as 1706 Park Ave, Unit PU21, at a Tax Sale held on December 19, 2019; and

WHEREAS, by the way of evidence that there was an overbill on 2019 taxes in the amount of \$89.10 on the third and fourth quarters; and

WHEREAS, Tax Collector requests to cancel tax sale certificate #19-00210 that was issued to SB Muni Cust % LB-Honey Badger for delinquent taxes on said parcel due to erroneous delinquency amount of said tax sale certificate; and

WHEREAS, the refund shall be the certificate and subsequent amount at the interest rate pursuant to R4:42-11 (s) (ii) of 2.5%; and

WHEREAS, the Lien Holder is entitled to legal interest as follows;

SB Muni Cust % LB-Honey Badger	
154.10	Paid 12/19/19
3.85 (2.5%)	R 4:42-11(a)(ii)
.00 (4.5%)	R.4-42-11(a)(iii)
52.00	Recording fee
.00	Subsequent tax
<u>500.00</u>	Premium
\$709.95	Total Refund

WHEREAS, Tax Collector requests to refund tax sale certificate #19-00210 in the amount of \$709.95 to SB Muni Cust % LB-Honey Badger and change lien account status to canceled; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park; hereby authorized the Tax Collector to cancel and refund tax sale certificate #19-00210 in the amount of \$709.95 to SB Muni Cust % LB-Honey Badger and change lien account status to canceled.

Prepared by Tyrone A. Young, CTC on 1-22-2020

BREAKDOWN OF REFUND:

\$500.00	Premium
\$206.10	Redemption
<u>\$ 3.85</u>	Legal Interest
\$709.95	

January 21, 2020
05:01 PM

CITY OF ASBURY PARK
Lien Redemption Work Sheet - Certificate: 19-00210

Page 3.G.4.b

Certificate: 19-00210
Prop Loc: 1706 PARK AVE, UNIT PU21

Owner: ASBURY PARK PLACE LLC
Address: 701 RT. 70 EAST BLD 1
MARLTON, NJ 08053

Type of Lien: Outside
Interest Rate: 0.00
Apr 2: N
Premium: 500.00

Block/Lot/Qual: 3705.
Sale Date: 12/19/19
Redemption Calculation Date: 01/21/20
Include Current Charges: N

10.47 -C0021- -
Holder Name: SB MUNI CUST % LB-HONEY BADGER
Address: P.O. BOX 31191
TAMPA, FL 33631-3191

Holder Id: 259

TAX SALE CERTIFICATE:

Balance Type	Principal	Interest	Total
Tax	89.10	0.00	89.10
		Cost: 65.00	
		Total Certificate:	154.10
#Days: 32 Per Diem: 0.000000		Int on Cert:	0.00
		Redemption Penalty (0.00 %):	0.00
		Total:	154.10

SUBSEQUENT CHARGES:

Balance Type	Year Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total
--------------	----------	------	--------------	---------------	----------	-------	----------	-------

BALANCE TYPE SUMMARY:

	Certificate Total & Subseq. Prin/Penalty	Interest	Total
Certificate Tax	89.10	0.00	89.10
Total Tax	89.10	0.00	89.10
Certificate Cost	65.00	0.00	65.00

LIEN REDEMPTION:

Principal:	154.10	
Redemption Penalty (0.00 %):	0.00	
Interest:	0.00	
Recording Fees:	52.00	
TOTAL REDEMPTION:	206.10	Total Per Diem: 0.000000

Attachment: 3705-10.47 Reso Request Cancel - Refund 1-21-2020 19-00210 (2020-84 : Resolution Authorizing Cancellation and Refund of Tax

January 21, 2020
10:58 AM

CITY OF ASBURY PARK
Tax Account Detail Inquiry

3.G.4.b
Page 1 of 1

BLQ: 3705. 10.47 -C0021- - Tax Year: 2018 to 2020
Owner Name: ASBURY PARK PLACE LLC Property Location: 1706 PARK AVE, UNIT PU21

Tax Year: 2018	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	0.00	0.00	89.20	89.00	178.20
Payments:	0.00	0.00	89.20	89.00	178.20
Balance:	0.00	0.00	0.00	0.00	0.00

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2018 Prin Balan
		Description								
		Original Billed						178.20		178.
10/31/18	3	Payment	001	3742878009	CK	28466	36 WPTX1031	89.20	1.76	89.
10/31/18	4	Payment	001	3742878009	CK	28466	37 WPTX1031	89.00	0.00	0.

Tax Year: 2019	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	44.55	44.55	44.55-	44.55-	0.00
Payments:	44.55	44.55	0.00	0.00	89.10
Balance Adjust:	0.00	0.00	44.55	44.55	89.10
Balance:	0.00	0.00	0.00	0.00	0.00

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2019 Prin Balan
		Description								
		Original Billed						0.00		0.
10/18/19	3	Adjustment	063			30692	125 TRANSFER	44.55	0.00	44.
		Trans 19Q3 to Q4								
10/18/19	4	Adjustment	063			30692	126 TRANSFER	44.55-	0.00	0.
		Trans 19Q3 to Q4								
11/13/19	4	Adjustment	063			30909	102 TRANSFER	89.10	0.00	89.
		Trans 19Q4 to 20Q1								
12/19/19	1	Payment	TST		CK	31060	1071 TAXSALE	44.55	0.00	44.
		2019 TAX SALE PYMTS								
12/19/19	2	Payment	TST		CK	31060	1072 TAXSALE	44.55	0.00	0.
		2019 TAX SALE PYMTS								

Due to overle
this property
should not have
been sold in
le

Tax Year: 2020	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Payments:	0.00	0.00	0.00	0.00	0.00
Balance Adjust:	89.10-	0.00	0.00	0.00	89.10-
Balance:	89.10-	0.00	0.00	0.00	89.10-

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2020 Prin Balan
		Description								
		Original Billed						0.00		0
11/13/19	1	Adjustment	063			30909	103 TRANSFER	89.10-	0.00	89
		Trans 19Q4 to 20Q1								

Total Principal Balance for Tax Years in Range: 89

Miscellaneous Payments for Date Range 01/01/18 to 12/31/20:	Date	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	To
		Description								
12/19/19		Payment	MYZ		CK	31060	1070 TAXSALE	0.00	65.00	65
		TAX SALE COST								

January 21, 2020
10:58 AM

CITY OF ASBURY PARK
Tax Account Detail Inquiry

3705.	10.47	-C0021-	-	ASBURY PARK PLACE LLC	1706 PARK AVE, UNIT PU21	Continued	
12/19/19	Payment	PRM		CK	31060 1073 TAXSALE	500.00	500.
	2019 TAX SALE PYMTS					0.00	
							565.00

Attachment: 3705-10.47 Reso Request Cancel - Refund 1-21-2020 19-00210 (2020-84 : Resolution Authorizing Cancellation and Refund of Tax

Add Save Cancel Delete Previous Next Detail Left

Cert Num: 19-00210 Block: 3705

Lot: 10.47

Worksheet

Qual: -C0021- - Prop Loc: 1706 PARK AVE, UNIT PU21

General Certificate/Assignment Subsequent Charges Balance Notes

Sale Date: 12/19/2019

Owner: ASBURY PARK PLACE LLC

Type: Outside

Address: 701 RT. 70 EAST BLD 1

Status: Canceled

Assignment Date: 12/19/2019

MARLTON, NJ 08053

Status Date: 01/21/2020 Unpaid Interest:

Percent: .00 APR 2:

Tax Years: 2019

Premium: 500.00

Holder: 259 User Msg Code:

Install Plan:

Name: SB MUNI CUST % LB-HONEY BADGER

Special Charges Acct:

Address: P.O. BOX 31191

Recording Date: / /

Recording Book/Page:

TAMPA FL 33631

Redemption Check Cleared: / /

Cert Num: 19-00210 Block: 3705

Notes Exist

Lot: 10.47

Worksheet

Qual: -C0021- - Prop Loc: 1706 PARK AVE, UNIT PU21

Balance Type: Principal Unpaid Interest:

Tax: 89.10 .00

Total Principal: 89.10

Water: .00 .00

Total Interest: .00

Sewer: .00 .00

Cost: 65.00

Electric: .00 .00

Total Certificate: 154.10

Relocation: .00 .00

Special Assessment: .00 .00

Record Fee: 52.00

SEARCH FEE: .00 .00

Foreclose Fee: .00

Board Up: .00 .00

Other Fee: .00

COST OF SALE: .00 .00

Assignment Amount: .00

Assign Record Fee: .00

+ Add

Edit

Close

Delete

Previous

Next

Detail

Cert Num: 19-00210

Block: 3705

Notes Exist

Lot: 10.47

Worksheet

Qual:

-C0021- -

Prop Loc:

1706 PARK AVE, UNIT PU21

General

Certificate/Assignment

Subsequent Charges

Balance

Notes

Certificate: 154.10

Unredeemed Cert Count: 1

Penalty (0%): .00

Record Fee: 52.00

Interest on Cert: .00

Foreclose Fee: .00

Subsequent Principal: .00

Other Fee: .00

Subsequent Penalty: .00

Assign Fee: .00

Subsequent Interest: .00

Redemption Total: 206.10

Interest Date: 01/22/20

Inter

Payment Prn: .00

Payment Int: .00

Last Payment: 7

NOTICE TO THE BAR

POST-JUDGMENT RATE OF INTEREST FOR CALENDAR YEAR 2020 (RULE 4:42-11)

Pursuant to Rule 4:42-11(a)(ii), the post-judgment annual rate of interest for judgments not exceeding the monetary limit of the Special Civil Part at the time of entry for calendar year 2020 (commencing January 1, 2020) will be 2.50%.

Pursuant to Rule 4:42-11(a)(iii), the post-judgment annual rate of interest for judgments exceeding the monetary limit of the Special Civil Part at the time of entry for calendar year 2020 (commencing January 1, 2020) will be 4.50%.



Glenn A. Grant, J.A.D.
Acting Administrative Director of the Courts

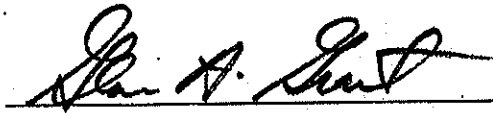
Dated: October 4, 2019

NOTICE TO THE BAR

POST-JUDGMENT RATE OF INTEREST FOR CALENDAR YEAR 2019 (*RULE 4:42-11*)

Pursuant to *Rule 4:42-11(a)(ii)*, the post-judgment annual rate of interest for judgments not exceeding the monetary limit of the Special Civil Part at the time of entry for calendar year 2019 (commencing January 1, 2019) will be 1.50%.

Pursuant to *Rule 4:42-11(a)(iii)*, the post-judgment annual rate of interest for judgments exceeding the monetary limit of the Special Civil Part at the time of entry for calendar year 2019 (commencing January 1, 2019) will be 3.50%.



Glenn A. Grant, J.A.D.
Acting Administrative Director of the Courts

Dated: August 7, 2018

RULE 4:42. Judgment; Orders; Damages; Costs

4:42-1. Form; Settlement

- **(a) Form; Contents.** A judgment or order shall not contain a recital of the pleadings or the record of prior proceedings. It shall, however, include the following:
 - **(1)** A designation of the subject of the judgment or order (i.e., Summary Judgment Dismissing Complaint, Order Modifying Alimony);
 - **(2)** The date or dates on which the matter was heard or submitted;
 - **(3)** The appearances of counsel and parties appearing pro se;
 - **(4)** A separate numbered paragraph for each separate substantive provision of the judgment or order;
 - **(5)** The effective date of the judgment or order or of each provision if the effective date of any provision is different from the date of entry;
 - **(6)** A notation of whether the matter was opposed or unopposed as required by R. 1:6-2(a); and
 - **(7)** The notation prescribed by R. 1:6-2(f) respecting findings and conclusions and the annexation of a statement of reasons if required by that rule or by R. 1:7-4.
- **(b) Settlement by Motion or Consent.** Except as otherwise provided by paragraphs (c) and (d) of this rule, by other rule or by law, and except for ex parte matters, no judgment or order shall be signed by the court unless the form thereof has been settled on motion on notice to all parties affected thereby who are not in default for failure to appear, or unless the written approval of such attorneys or parties to the form thereof is endorsed thereon. Formal written judgments or orders shall be presented to the court for execution within 10 days after its decision is made known, unless such time is enlarged for good cause.
- **(c) Settlement on Notice.** In lieu of settlement by motion or consent, the party proposing the form of judgment or order may forward the original thereof to the judge who heard the matter and shall serve a copy thereof on every other party not in default together with a notice advising that unless the judge and the proponent of the judgment or order are notified in writing of specific objections thereto within 5 days after such service, the judgment or order may be signed in the judge's discretion. If no such objection is timely made, the judge may forthwith sign the judgment or order. If objection is made, the matter may be listed for hearing in the discretion of the court.
- **(d) Form of Consent Judgments and Orders.** The court may enter a consent judgment or order without the signatures of all counsel of record and parties pro se who have filed a responsive pleading or who have otherwise entered an appearance in the action, provided the form of judgment or order contains the recital that all parties have in fact consented to the entry of the judgment or order in the form submitted. If any party to be bound by the consent judgment has not filed a responsive pleading or entered an appearance in the action, the consent judgment must bear the signature of each such party or such party's attorney, indicating consent to the form and entry of the judgment. No supporting papers shall be required for the entry of a consent judgment unless the court specifically finds good cause to require the filing of such submissions. Consent judgments may be entered in accordance with this rule at any time following service of the complaint, whether or not an answer or any other responsive pleading has been served or filed.
- **(e) Submission and Filing of Orders and Judgments.** An original and one copy of all forms of orders and judgments shall be submitted to the judge together with a self-addressed, stamped envelope. The judge signing the order or judgment shall file the original in accordance with R. 1:5-6(b), and the copy shall be returned by the judge to the attorney submitting the order or judgment. The proponent may transmit the copy to the Clerk of the Superior Court, together with the fee prescribed by N.J.S.A. 22A:2-7, for

appropriate disposition pursuant to R. 4:101. In matrimonial matters such additional copies of the orders shall be submitted as required by the court.

Note: Source-R.R. 4:55-1; paragraph (b) amended July 29, 1977 to be effective September 6, 1977; new paragraph (c) adopted July 16, 1981 to be effective September 14, 1981; former paragraph (a) redesignated paragraph (b) with caption and text amended, former paragraph (b) redesignated paragraph (c), former paragraph (c) redesignated paragraph (e), and new paragraphs (a) and (d) adopted November 7, 1988 to be effective January 2, 1989; paragraphs (d) and (e) amended July 13, 1994 to be effective September 1, 1994; paragraphs (c), (d) and (e) amended June 28, 1996 to be effective September 1, 1996.

4:42-2. Judgment Upon Multiple Claims

If an order would be subject to process to enforce a judgment pursuant to R. 4:59 if it were final and if the trial court certifies that there is no just reason for delay of such enforcement, the trial court may direct the entry of final judgment upon fewer than all the claims as to all parties, but only in the following circumstances: (1) upon a complete adjudication of a separate claim; or (2) upon complete adjudication of all the rights and liabilities asserted in the litigation as to any party; or (3) where a partial summary judgment or other order for payment of part of a claim is awarded. In the absence of such direction, any order or form of decision which adjudicates fewer than all the claims as to all the parties shall not terminate the action as to any of the claims, and it shall be subject to revision at any time before the entry of final judgment in the sound discretion of the court in the interest of justice. To the extent possible, application for reconsideration shall be made to the trial judge who entered the order.

Note: Source-R.R. 4:55-2; amended July 16, 1981 to be effective September 14, 1981; amended November 1, 1985 to be effective January 2, 1986; amended November 7, 1988 to be effective January 2, 1989.

4:42-3. Declaratory Judgment

A judgment for declaratory relief, if appropriate, is not precluded by the existence of another appropriate remedy.

Note: Source-R.R. 4:92A (second sentence).

4:42-4. Effect of Unsatisfied Judgment Against One or More of Several Persons Jointly Liable

A judgment against a person jointly liable with another person shall not, unless it is satisfied, bar a judgment against the latter.

Note: Source-R.R. 4:55-3.

4:42-5. Effect of Judgment for Possession

A plaintiff who has obtained a judgment for possession of real property, or the plaintiff's personal representative, is not precluded from bringing a subsequent action for the recovery of mesne profits and damages.

Note: Source-R.R. 4:79-7; amended July 13, 1994 to be effective September 1, 1994.

4:42-6. Effect of Demand for Judgment

Every final judgment, except final judgments by default, shall grant the relief to which the party in whose favor it is rendered is entitled even though that party has not demanded such relief in

the pleadings, provided the parties have been given an adequate opportunity to be heard as to the relief granted.

Note: Source-R.R. 4:55-4 (second sentence); amended July 13, 1994 to be effective September 1, 1994.

4:42-7. Damages in Continuing Cause

If damages are to be determined in respect of any continuing cause of action, they shall be determined to the time of the trial or assessment.

Note: Source-R.R. 4:55-5.

4:42-8. Costs

- **(a) Parties Entitled.** Unless otherwise provided by law, these rules or court order, costs shall be allowed as of course to the prevailing party. The action of the clerk in taxing costs is reviewable by the court on motion.
- **(b) Defendants in Certain Actions.** Costs shall be allowed against a defaulting defendant in a replevin action only if the defendant has refused to deliver the subject goods and chattels pursuant to written demand therefor made before commencement of the action. Costs shall not be allowed against a defendant in a quiet title action who defaults or files an action disclaiming any right in the subject property, and a defendant in such action who denies in the answer claiming or ever having claimed any right in the subject property may, by court order, be allowed costs.
- **(c) Proof of Costs.** A party entitled to taxed costs shall file with the clerk of the court an affidavit stating that the disbursements taxable by law and therein set forth have been necessarily incurred and are reasonable in amount, and if incurred for the attendance of witnesses, shall state the number of days of actual attendance and the distance traveled, if mileage is charged. Such costs may include fees paid to a private person serving process pursuant to R. 4:4-3, but not in an amount exceeding allowable sheriff's fees for that service.
- **(d) Effective Date.** If a court allows costs to be taxed later than 6 months after entry of a judgment or order, or when the judgment or order becomes the subject of review or further litigation later than 6 months after it has been finally disposed of, the judgment for costs shall not take effect before the entry in the civil docket.

Note: Source-R.R. 4:55-6(a)(b)(c)(d)(e), 7:9-6 (last sentence); paragraph (b) amended July 13, 1994 to be effective September 1, 1994; paragraph (c) amended July 12, 2002 to be effective September 3, 2002.

4:42-9. Attorney's Fees

- **(a) Actions in Which Fee Is Allowable.** No fee for legal services shall be allowed in the taxed costs or otherwise, except
 - **(1)** In a family action, a fee allowance both pendente lite and on final determination may be made pursuant to R. 5:3-5(c).
 - **(2)** Out of a fund in court. The court in its discretion may make an allowance out of such a fund, but no allowance shall be made as to issues triable of right by a jury. A fiduciary may make payments on account of fees for legal services rendered out of a fund entrusted to the fiduciary for administration, subject to approval and allowance or to disallowance by the court upon settlement of the account.
 - **(3)** In a probate action, if probate is refused, the court may make an allowance to be paid out of the estate of the decedent. If probate is granted, and it shall appear that the contestant had reasonable cause for contesting the validity of the

will or codicil, the court may make an allowance to the proponent and the contestant, to be paid out of the estate. In a guardianship action, the court may allow a fee in accordance with R. 4:86-4(e) to the attorney for the party seeking guardianship, counsel appointed to represent the alleged incapacitated person, and the guardian ad litem.

- **(4)** In an action for the foreclosure of a mortgage, the allowance shall be calculated as follows: on all sums adjudged to be paid the plaintiff amounting to \$5,000 or less, at the rate of 3.5%, provided, however, that in any action a minimum fee of \$75 shall be allowed; upon the excess over \$5,000 and up to \$10,000 at the rate of 1.5%; and upon the excess over \$10,000 at the rate of 1%, provided that the allowance shall not exceed \$7,500. If, however, application of the formula prescribed by this rule results in a sum in excess of \$7,500, the court may award an additional fee not greater than the amount of such excess on application supported by affidavit of services. In no case shall the fee allowance exceed the limitations of this rule.
- **(5)** In an action to foreclose a tax certificate or certificates, the court may award attorney's fees not exceeding \$500 per tax sale certificate in any in rem or in personam proceeding except for special cause shown by affidavit. If the plaintiff is other than a municipality no attorney's fees shall be allowed unless prior to the filing of the complaint the plaintiff shall have given not more than 120 nor fewer than 30 days' written notice to all parties entitled to redeem whose interests appear of record at the time of the tax sale, by registered or certified mail with postage prepaid thereon addressed to their last known addresses, of intention to file such complaint. The notice shall also contain the amount due on the tax lien as of the day of the notice. A copy of the notice shall be filed in the office of the municipal tax collector.
- **(6)** In an action upon a liability or indemnity policy of insurance, in favor of a successful claimant.
- **(7)** As expressly provided by these rules with respect to any action, whether or not there is a fund in court.
- **(8)** In all cases where attorney's fees are permitted by statute.
- **(b) Affidavit of Service.** Except in tax and mortgage foreclosure actions, all applications for the allowance of fees shall be supported by an affidavit of services addressing the factors enumerated by RPC 1.5(a). The affidavit shall also include a recitation of other factors pertinent in the evaluation of the services rendered, the amount of the allowance applied for, and an itemization of disbursements for which reimbursement is sought. If the court is requested to consider the rendition of paraprofessional services in making a fee allowance, the affidavit shall include a detailed statement of the time spent and services rendered by paraprofessionals, a summary of the paraprofessionals' qualifications, and the attorney's billing rate for paraprofessional services to clients generally. No portion of any fee allowance claimed for attorneys' services shall duplicate in any way the fees claimed by the attorney for paraprofessional services rendered to the client. For purposes of this rule, "paraprofessional services" shall mean those services rendered by individuals who are qualified through education, work experience or training who perform specifically delegated tasks which are legal in nature under the direction and supervision of attorneys and which tasks an attorney would otherwise be obliged to perform.
- **(c) Statement of Fees Received.** All applications for the allowance of fees shall state how much had been paid to the attorney (including, in a matrimonial action, the amount, if any, received by the attorney from pendente lite allowances) and what provision, if any, has been made for the payment of fees to the attorney in the future.
- **(d) Prohibiting Separate Orders for Allowances of Fees.** An allowance of fees made on the determination of a matter shall be included in the judgment or order stating the determination.

Note: Source - R.R. 4:55-7(a) (b) (c) (d) (e) (f), 4:55-8, 4:98-4(c). Paragraphs (a) and (b) amended July 7, 1971 to be effective September 13, 1971; paragraph (a) amended November 27, 1974 to be effective April 1, 1975; paragraph (a) amended July 16, 1981 to be effective September 14, 1981; paragraph (a)(1) amended December 20, 1983 to be effective December 31, 1983; paragraphs (a)(1) and (b) amended November 1, 1985 to be effective January 2, 1986; paragraph (b) amended January 19, 1989 to be effective February 1, 1989; paragraph (a)(4) amended June 29, 1990 to be effective September 4, 1990; paragraph (a)(5) amended July 14, 1992 to be effective September 1, 1992; paragraphs (a)(1), (2) and (c) amended July 13, 1994 to be effective September 1, 1994; paragraph (a)(5) amended June 28, 1996 to be effective September 1, 1996; paragraph (a)(1) amended January 21, 1999 to be effective April 5, 1999; paragraph (a)(5) amended July 28, 2004 to be effective September 1, 2004; paragraph (a)(3) amended July 27, 2006 to be effective September 1, 2006; caption amended and subparagraphs (a)(5) and (a)(8) amended July 23, 2010 to be effective September 1, 2010.

4:42-10. Search Fees

- **(a) Fees Allowable.** In an action for the foreclosure of a mortgage or tax certificate or for partition and sale of realty, the court or the clerk may, as a matter of discretion, tax as part of the taxable costs all legal fees and reasonable charges necessarily paid or incurred in procuring searches relative to the title of the subject premises, provided that the minimum fee shall be \$75 and the maximum fee shall be \$500. If, however, 1% of the amount found due plaintiff is more than \$75 and less than \$500, such 1% shall be the maximum fee. In tax foreclosure actions brought to foreclose tax sale certificates on more than one parcel, the fees herein prescribed shall apply to each separate parcel, except, however, that in in rem tax foreclosure actions pursuant to R. 4:64-7, the fee shall be \$75 for each separate parcel, and the maximum fee herein prescribed shall not apply. The court or the clerk may also authorize inclusion of all legal fees and charges necessarily incurred for searches required for unpaid taxes or municipal liens and for searches required to enable the officer making public sale to insert in the notices, advertisements and conditions of sale, a description of the estate or interest to be sold and the defects in title and liens or encumbrances thereon, as authorized by law.
- **(b) Affidavit of Fees; Limitations.** Fees for searches shall not be taxed, unless prior to the taxing thereof the plaintiff or plaintiff's attorney has filed an affidavit setting forth an itemized statement of the fees and charges for which taxation is asked, and including only such fees and charges as were actually and necessarily paid or incurred for the purpose of the action. Without court order no search fees shall be certified or taxed for searches respecting the state of the title or encumbrances thereon prior to the commencement of the co-tenancy in partition actions, or prior to the date of the mortgage in foreclosure actions. In tax foreclosures where the plaintiff is other than a municipality a notice similar to that required by R. 4:42-9(a)(5) shall be sent where search fees are to be applied for.

Note: Source-R.R. 4:55-9(a)(b). Paragraph (a) amended November 27, 1974 effective April 1, 1975; paragraph (a) amended July 24, 1978 to be effective September 11, 1978; paragraph (a) amended July 16, 1981 to be effective September 14, 1981; paragraph (a) amended July 15, 1982 to be effective September 13, 1982; paragraphs (a) and (b) amended July 13, 1994 to be effective September 1, 1994.

4:42-11. Interest; Rate on Judgments; in Tort Actions

- **(a) Post Judgment Interest.** Except as otherwise ordered by the court or provided by law, judgments, awards and orders for the payment of money, taxed costs and attorney's fees shall bear simple interest as follows:
 - **(i)** For periods prior to January 2, 1986, the annual rate of return shall be as heretofore provided by this rule, namely, 6% for the period prior to April 1, 1975; 8% for the period between April 1, 1975 and September 13, 1981; and 12% for the period between September 14, 1981 and January 1, 1986.
 - **(ii)** For judgments not exceeding the monetary limit of the Special Civil Part at the time of entry, regardless of the court in which the action was filed: commencing January 2, 1986 and for each calendar year thereafter, the annual rate of interest shall equal the average rate of return, to the nearest whole or

one-half percent, for the corresponding preceding fiscal year terminating on June 30, of the State of New Jersey Cash Management Fund (State accounts) as reported by the Division of Investment in the Department of the Treasury, but the rate shall be not less than 0.25%.

- (iii) For judgments exceeding the monetary limit of the Special Civil Part at the time of entry: in the manner provided for in subparagraph (a)(ii) of this Rule until September 1, 1996; thereafter, at the rate provided in subparagraph (a)(ii) plus 2% per annum.

Post-judgment interest may be included in the calculation of an attorney's contingency fee.

- **(b) Tort Actions.** Except where provided by statute with respect to a public entity or employee, and except as otherwise provided by law, the court shall, in tort actions, including products liability actions, include in the judgment simple interest, calculated as hereafter provided, from the date of the institution of the action or from a date 6 months after the date the cause of action arises, whichever is later, provided that in exceptional cases the court may suspend the running of such prejudgment interest. Prejudgment interest shall not, however, be allowed on any recovery for future economic losses. Prejudgment interest shall be calculated in the same amount and manner provided for by paragraph (a) of this rule except that for all periods prior to January 1, 1988 interest shall be calculated at 12% per annum. The contingent fee of an attorney shall not be computed on the interest so included in the judgment.

Note: Adopted December 21, 1971 to be effective January 31, 1972. Paragraph (b) amended June 29, 1973 to be effective September 10, 1973; paragraphs (a) and (b) amended November 27, 1974 to be effective April 1, 1975; paragraphs (a) and (b) amended July 29, 1977 to be effective September 6, 1977; paragraphs (a) and (b) amended July 16, 1981 to be effective September 14, 1981; paragraph (a) amended July 15, 1982 to be effective September 13, 1982; paragraph (a) amended July 26, 1984 to be effective September 10, 1984; paragraph (a) amended November 1, 1985 to be effective January 2, 1986; paragraph (b) amended November 2, 1987 to be effective January 1, 1988; paragraph (a)(ii) amended and paragraph (a)(iii) added June 28, 1996 to be effective September 1, 1996; paragraph (b) amended April 28, 2003 to be effective July 1, 2003; paragraph (a) amended July 23, 2010 to be effective September 1, 2010; paragraph (a)(ii) amended July 22, 2014 to be effective September 1, 2014.



RESOLUTION NO. 2020-85

**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 \$1,839,920.70

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	\$ 1,098,300.70
BOARD OF EDUCATION	\$ <u>741,620.00</u>
 TOTAL VOUCHERS	 \$ <u>1,839,920.70</u>

I, MELODY HARTSGROVE, Deputy 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. 2020-85 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK

February 6, 2020
11:26 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No. 1

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: Y Aprv: N Rcvd: Y
Range: 9-First to 0-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last 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
Vendor						
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
0-01-20-100-000-201	ADMINISTRATION General Plant					
VERIZON	VERIZON WIRELESS	20-00084	#485430396-00001 11/26 - 12/25	345.15	0.00	
ASCAP	ASCAP	20-00089	#500638919 2020 LICENSE FEE	363.00	0.00	
NJMMMA	NJ MUNIC.MANAGEMENT ASSOC.	20-00107	2020 Dues Donna Vieiro	250.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	20-00110	tickets for fashion show 2/28	54.50	0.00	
GEECHA	GEESE CHASERS, LLC	20-00132	1ST QTR 2020 CLEARING AND	1,079.00	0.00	B
ATLLC	AT&T MOBILITY LLC	20-00357	#287284936037 12/12 - 1/11	44.55	0.00	
VERIZON	VERIZON WIRELESS	20-00398	#485430396-00001 12/26 - 1/25	290.39	0.00	
				2,426.59		
0-01-20-100-000-209	ADMINISTRATION Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00085	#16024:PMT. 51 OF 60	415.22	0.00	
	Extd Total: ADMINISTRATION			2,841.81		
	Department Total: ADMINISTRATION			2,841.81		
Department:	HUMAN RESOURCES					
Extd:	HUMAN RESOURCES					
0-01-20-105-000-299	HUMAN RESOURCES Misc.					
LAWOFFS	LAW OFFICE OF STEVEN S.	20-00417	Services for January 2020	6,000.00	0.00	
	Extd Total: HUMAN RESOURCES			6,000.00		
	Department Total: HUMAN RESOURCES			6,000.00		
Department:	MAYOR & COUNCIL					
Extd:	MAYOR & COUNCIL					
0-01-20-110-000-299	MAYOR & COUNCIL Misc.					
NJCONF	NJ CONFERENCE OF MAYOR'S	20-00105	2020 DUES MAYOR JOHN MOOR	510.00	0.00	
	Extd Total: MAYOR & COUNCIL			510.00		
	Department Total: MAYOR & COUNCIL			510.00		
Department:	MUNICIPAL CLERK					
Extd:	MUNICIPAL CLERK					
0-01-20-120-000-212	MUNICIPAL CLERK Dues,Subscript.					
REGASO	REGISTRARS' ASSOCIATION OF NJ	20-00180	Invoice #6133,5580	50.00	0.00	
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	20-00181	NJLM 2020 Membership Dues	1,241.00	0.00	
CENJERS	CENTRAL JERSEY REGISTRARS'	20-00182	Central NJ Reg Assoc 2020 Memb	40.00	0.00	
				1,331.00		

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

February 6, 2020
11:26 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No. 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	20-00138	HELP WANTED AD CLERK 1 TEMP	115.00	0.00	
THECOA	THE NEW COASTER, LLC	20-00169	Invoice #54831	119.09	0.00	
ASBPAK	ASBURY PARK PRESS	20-00170	Order#3991816-3991908	107.35	0.00	
ASBPAK	ASBURY PARK PRESS	20-00171	RFQ A.H. ADMINISTRATIVE AGENT	92.60	0.00	
NJADV	NJ ADVANCE MEDIA LLC	20-00175	AD# 9449632,9472367,9472385	472.06	0.00	
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	20-00184	HELP WANTED AS CODE OFFICER	115.00	0.00	
ASBPAK	ASBURY PARK PRESS	20-00420	Order #4021977, 4021535	115.00	0.00	
THECOA	THE NEW COASTER, LLC	20-00421	Invoice #54961	45.92	0.00	
				<u>1,182.02</u>		
0-01-20-120-000-222	MUNICIPAL CLERK Training					
RUTGOV	RUTGERS,THE STATE UNIV. OF NJ	20-00178	Municipal Clerk Courses	2,085.00	0.00	
0-01-20-120-000-238	MUNICIPAL CLERK Contractual					
EDMASS	EDMUNDS & ASSOCIATES, INC.	20-00053	INV #20-00138 2020 SOFTWARE	975.00	0.00	
MUNINC	Munidex Inc.	20-00179	2020 Munidex Software Contract	608.00	0.00	
				<u>1,583.00</u>		
	Extd Total: MUNICIPAL CLERK			6,181.02		
	Department Total: MUNICIPAL CLERK			6,181.02		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
0-01-20-130-000-201	FINANCE General Plant					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00085	#16024:PMT. 51 OF 60	389.62	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	20-00174	ACCOUNT #014764 DEC & JAN 2020	79.52	0.00	
MARBUS	MARLIN BUSINESS BANK	20-00358	INVOICE #17733615 2/15/20	339.50	0.00	
				<u>808.64</u>		
0-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	20-00134	OFFICE SUPPLIES NEEDED	60.91	0.00	
WBMASON	W.B.MASON CO., INC.	20-00338	SMD15310 LEGAL FILE FOLDERS	69.93	0.00	
				<u>130.84</u>		
0-01-20-130-000-209	FINANCE Fees					
EDMASS	EDMUNDS & ASSOCIATES, INC.	20-00053	INV #20-00138 2020 SOFTWARE	5,360.00	0.00	
0-01-20-130-000-212	FINANCE Dues,Subscript.					
MONTAX01	MONMOUTH/OCEAN TCTA	20-00038	2020 Membership Dues JoAnn	80.00	0.00	
TCTAMEM	TCTA MEMBER SERVICES	20-00040	2020 Membership Dues JoAnn	100.00	0.00	
JOABOO	JOANN BOOS	20-00056	2020 GFOA Membership Reimb.	90.00	0.00	
MONTAX01	MONMOUTH/OCEAN TCTA	20-00399	2020 MEMBERSHIP DUES FOR TRACY	80.00	0.00	
GOVPUR	GOVERNMENTAL PURCHASING ASS'N	20-00400	2020 MEMBERSHIP DUES FOR TRACY	100.00	0.00	
TCTAMEM	TCTA MEMBER SERVICES	20-00401	2020 MEMBERSHIP DUES FOR TRACY	100.00	0.00	
				<u>550.00</u>		
0-01-20-130-000-222	FINANCE Training					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	20-00081	FAST WEBINAR - TRACY LIZARDI	25.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			6,874.48		
	Department Total: FINANCIAL ADMINISTRATION			6,874.48		

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

February 6, 2020
11:26 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No: 5

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
0-01-20-140-000-218	COMPUTERIZED DATA PROC. General Plant					
APPINC	APPLE INC.	20-00017	ipad Screen Repair	249.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	20-00130	Q#18332563 Keyboards	157.15	0.00	
				<u>406.15</u>		
	Extd Total: COMPUTERIZED DATA PROCESSING			406.15		
	Department Total: COMPUTERIZED DATA PROCESSING			406.15		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
0-01-20-145-000-209	TAX REV ADMIN Fees					
EDMASS	EDMUNDS & ASSOCIATES, INC.	20-00053	INV #20-00138 2020 SOFTWARE	3,515.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00085	#16024:PMT. 51 OF 60	236.52	0.00	
				<u>3,751.52</u>		
0-01-20-145-000-212	TAX REV ADMIN Dues,Subscript.					
MONTAX01	MONMOUTH/OCEAN TCTA	20-00145	2020 DUES T.YOUNG;B.HERGET	160.00	0.00	
TCTAMEM	TCTA MEMBER SERVICES	20-00246	2020 Membership App; T.Young	100.00	0.00	
TCTAMEM	TCTA MEMBER SERVICES	20-00329	MEMBERSHIP DUES 2020 B.HERGET	100.00	0.00	
				<u>360.00</u>		
	Extd Total: TAX REVENUE ADMINISTRATION			4,111.52		
	Department Total: TAX REVENUE ADMINISTRATION			4,111.52		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
0-01-20-150-000-209	TAX ASSESSOR Fees					
BRBVAL	BRB VALUATION & CONSULTING	20-00163	INVOICE #1722-21 1/2 - 1/17/20	2,750.00	0.00	
BRBVAL	BRB VALUATION & CONSULTING	20-00272	INVOICE #1722-22 1/2 - 1/17/20	750.00	0.00	
				<u>3,500.00</u>		
0-01-20-150-000-238	TAX ASSESSOR Conventions					
MCASSO	MONMOUTH COUNTY ASSESSORS ASSO	20-00284	Monmouth Conference 2020	90.00	0.00	
	Extd Total: TAX ASSESSOR			3,590.00		
	Department Total: TAX ASSESSOR			3,590.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
0-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
VERIZON	VERIZON WIRELESS	20-00084	#485430396-00001 11/26 - 12/25	42.54	0.00	
BOOSK005	BOOSKERDOO COFFEE LLC	20-00112	Estimate for 1/25 Coffee Event	50.00	0.00	
APCHAM	A.P. CHAMBER OF COMMERCE	20-00113	2020 Annual Dues	150.00	0.00	

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

February 6, 2020
11:26 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No. 4

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp	Continued				
VERIZON	VERIZON WIRELESS	20-00398	#485430396-00001 12/26 - 1/25	42.34	0.00	
				284.88		
	Extd Total: DIRECTOR OF COMMUNICATIONS			284.88		
	Department Total: DIRECTOR OF COMMUNICATIONS			284.88		
	CAFR Total:			30,799.86		
Department: Planning Department						
Extd: Planning Department						
0-01-21-179-000-201	Planning Dept. General Plant					
ASBPAK	ASBURY PARK PRESS	20-00024	APP invoice 2020 Public Art	64.25	0.00	
VERIZON	VERIZON WIRELESS	20-00084	#485430396-00001 11/26 - 12/25	84.80	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00085	#16024:PMT. 51 OF 60	200.97	0.00	
VERIZON	VERIZON WIRELESS	20-00398	#485430396-00001 12/26 - 1/25	84.44	0.00	
				434.46		
	Extd Total: Planning Department			434.46		
	Department Total: Planning Department			434.46		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
0-01-21-180-000-201	PLANNING BOARD General Plant					
THECOA	THE NEW COASTER, LLC	20-00313	Coaster PB/ZB invoices	46.27	0.00	
ASBPAK	ASBURY PARK PRESS	20-00315	APP PB/ZB Invoices	62.45	0.00	
				108.72		
	Extd Total: PLANNING BOARD			108.72		
	Department Total: PLANNING BOARD			108.72		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
0-01-21-185-000-209	ZONING BOARD Fees					
THECOA	THE NEW COASTER, LLC	20-00313	Coaster PB/ZB invoices	23.60	0.00	
	Extd Total: ZONING BOARD OF ADJUSTMENT			23.60		
	Department Total: ZONING BOARD OF ADJUSTMENT			23.60		
	CAFR Total:			566.78		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
0-01-22-195-000-299	CODE ENFORCE Misc.					
EDMASS	EDMUNDS & ASSOCIATES, INC.	20-00053	INV #20-00138 2020 SOFTWARE	2,275.00	0.00	
VERIZON	VERIZON WIRELESS	20-00084	#485430396-00001 11/26 - 12/25	364.18	0.00	
VERIZON	VERIZON WIRELESS	20-00087	#342269861-00001 12/5 - 1/4	78.06	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	20-00106	ACCOUNT # 190657 DECEMBER 2019	7.99	0.00	

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-22-195-000-299	CODE ENFORCE Misc.		Continued			
VERIZON VERIZON WIRELESS		20-00398	#485430396-00001 12/26 - 1/25	363.26 3,088.49	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			3,088.49		
	Department Total: CODE ENFORCEMENT AND ADMIN.			3,088.49		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
0-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
VERIZON VERIZON WIRELESS		20-00084	#485430396-00001 11/26 - 12/25	192.14	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		20-00085	#16024:PMT. 51 OF 60	582.97	0.00	
VERIZON VERIZON WIRELESS		20-00087	#342269861-00001 12/5 - 1/4	117.10	0.00	
EDWTIR EDWARDS TIRE CO., INC.		20-00131	Q #444895 TIRES FORD EXPLORER	503.08	0.00	
MUNELE MUNIC.ELECTRICAL INSPECT.ASSOC		20-00148	Association Dues 2020	120.00	0.00	
VERIZON VERIZON WIRELESS		20-00398	#485430396-00001 12/26 - 1/25	191.22 1,706.51	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			1,706.51		
	Department Total: CONSTRUCTION CODE OFFICIAL			1,706.51		
	CAFR Total:			4,795.00		
Department: WORKER'S COMPENSATION						
Extd: WORKER'S COMPENSATION						
0-01-23-215-000-209	WORKER'S COMPENSATION Fees					
NJINT NJ INTERGOVERNMENTAL INS. FUND		20-00310	January 2020 Installment WC	83,084.50	0.00	
	Extd Total: WORKER'S COMPENSATION			83,084.50		
	Department Total: WORKER'S COMPENSATION			83,084.50		
	CAFR Total:			83,084.50		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
0-01-25-240-000-201	POLICE General Plant					
MONCOL MON.CTY.POLICE CHIEF'S ASSN.		20-00042	2020 Dues Active Member Chief	150.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		20-00044	#10949 250 Taxi Inspection	296.99	0.00	
BELPAI BELMAR DISCOUNT PAINT		20-00047	#431403 Paint for Chief Office	111.35	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		20-00085	#16024:PMT. 51 OF 60	202.52	0.00	
ATLLOK ATLANTIC LOCK & SAFE		20-00137	#004372 Entry Knob & 2 keys	30.99	0.00	
CHEWES CHENICE WESLEY		20-00156	Reimbursement Membership Dues	50.00	0.00	
WATSPR WATCHUNG SPRING WATER CO.,INC.		20-00370	ACCT #169322 JANUARY 2020	57.93 899.78	0.00	
0-01-25-240-000-202	POLICE Office Supplies					
WBMASON W.B.MASON CO., INC.		20-00248	#S099999608 Mat, Cross Over	102.29	0.00	
0-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR EDWARDS TIRE CO., INC.		20-00011	QUOTE #445345 TIRES	258.00	0.00	
RICAUT RICH'S AUTO BODY		20-00059	#11404, # 11402 Towed Cars	40.00	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE		20-00061	Blanket Car Repairs N.T.E.	779.95	0.00	B

February 6, 2020
11:26 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No. 0

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-25-240-000-203	POLICE Motor Vehicle		Continued			
MELCOR	AP CARWASH AND OIL CHANGE	20-00078	NOV & DEC 2019 CAR WASHES	5.75	0.00	
NJ MVC	NJ MOTOR VEHICLE COMMISSION	20-00151	Title For 2005 Dodge Durango	60.00	0.00	
RICAUT	RICH'S AUTO BODY	20-00165	#11408 Towed 2003 Lincoln for	20.00	0.00	
MAAAUT	MAACO COLLISION	20-00258	Repairs to Car 58	5,372.97	0.00	
NJ MVC	NJ MOTOR VEHICLE COMMISSION	20-00320	Fee For Titles 2 new Police	120.00	0.00	
BENAUT	BENNETT'S AUTO RECOVERY, INC.	20-00439	#20-10940 Towed Car # 46	20.00	0.00	
				<u>6,676.67</u>		
0-01-25-240-000-212	POLICE Dues,Subscript.					
MONTRA	MON.CTY.TRAFFIC OFFICERS ASSOC	20-00057	2020 Membership Dues	35.00	0.00	
0-01-25-240-000-218	POLICE Contract.Serv.					
ATLTOM	ATLANTIC TOMORROWS OFFICE	20-00039	#CNIN980461 Contract 75079	662.50	0.00	
COMSPE	COMMUNICATIONS SPECIALISTS, INC	20-00043	#40438 Maintenance Contract	4,200.00	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	20-00045	#M59030 Mobile Data JAN 2020	1,220.00	0.00	
OPTIMUM	OPTIMUM	20-00058	#07886618231301-5 1/08 - 2/07	188.03	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00066	#3466030120 Conatract #18726	515.72	0.00	
VERIZON	VERIZON WIRELESS	20-00084	#485430396-00001 11/26 - 12/25	218.84	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00085	#16024:PMT. 51 OF 60	436.73	0.00	
VERZON	VERIZON BUSINESS	20-00346	#105717354000165 1/16 - 2/15	2,343.78	0.00	
VERIZON	VERIZON WIRELESS	20-00398	#485430396-00001 12/26 - 1/25	218.48	0.00	
				<u>10,004.08</u>		
0-01-25-240-000-222	POLICE Training					
BORNEP	BOROUGH OF NEPTUNE CITY	20-00019	Participation in 2020 Active	1,000.00	0.00	
MONCOL	MON.CTY.POLICE CHIEF'S ASSN.	20-00041	2020 Monmouth County Rapid	500.00	0.00	
LEADI005	L.E.A.D. INC.	20-00141	Conference Registration Wesley	325.00	0.00	
OCECTY	OCEAN COUNTY POLICE ACADEMY	20-00142	Wavier Fee PO Lorenzo Petway	200.00	0.00	
				<u>2,025.00</u>		
	Extd Total: POLICE DEPARTMENT			19,742.82		
	Department Total: POLICE DEPARTMENT			19,742.82		
Department:	FIRE DEPARTMENT					
Extd:	FIRE DEPARTMENT					
0-01-25-265-000-201	FIRE DEPT. General Plant					
WESPES	WESTERN PEST SERVICES	20-00187	Jan Pest Control Service	104.00	0.00	
TARLEA	TARGETSOLUTIONS LEARNING, LLC	20-00190	Online Training Program 2020	6,099.56	0.00	
ATLLC	AT&T MOBILITY LLC	20-00357	#287284936037 12/12 - 1/11	44.68	0.00	
				<u>6,248.24</u>		
0-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-00010	MISC ITEMS AS NEEDED - BLANKET	360.07	0.00	B
WIRCOM	WIRELESS COMMUNICATIONS &	20-00020	Quote: M22258-8356 mount repai	425.00	0.00	
EASTC	EAST COAST EMERGENCY LIGHTING,	20-00022	Est. #: 22673-whelen parts	347.76	0.00	
				<u>1,132.83</u>		
0-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
FIRONE	FIREFIGHTER ONE LIMITED	20-00013	MISC ITEMS AS NEEDED - BLANKET	408.00	0.00	

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

February 6, 2020
11:26 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No. 7

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-25-265-000-214	FIRE DEPT. Building Maintenance					
NOLGAR NOLZE GARAGE DOOR LLC		20-00004	QUOTE #33641 BAY DOOR REPAIRS	570.00	0.00	
0-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
VERIZON VERIZON WIRELESS		20-00084	#485430396-00001 11/26 - 12/25	114.03	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		20-00085	#16024:PMT. 51 OF 60	75.44	0.00	
VERIZON VERIZON WIRELESS		20-00087	#342269861-00001 12/5 - 1/4	19.53	0.00	
VERIZON VERIZON WIRELESS		20-00398	#485430396-00001 12/26 - 1/25	114.03	0.00	
				323.03		
	Extd Total: FIRE DEPARTMENT			8,682.10		
	Department Total: FIRE DEPARTMENT			8,682.10		
Department: MUNICIPAL PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
0-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT JAMES N. BUTLER, JR.		20-00172	JANUARY 2020 FEES	4,550.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			4,550.00		
	Department Total: MUNICIPAL PROSECUTOR			4,550.00		
	CAFR Total:			32,974.92		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
0-01-26-290-000-201	STREETS & ROAD General Plant					
MUNCAP MUNICIPAL CAPITAL CORPORATION		20-00085	#16024:PMT. 51 OF 60	211.19	0.00	
PUBWOR PUBLIC WORKS CONFERENCE		20-00204	Registration for PW Conference	958.00	0.00	
PUBWOR PUBLIC WORKS ASSOCIATION OF NJ		20-00266	2020 Membership Renewal	135.00	0.00	
MUNELE MUNIC.ELECTRICAL INSPECT.ASSOC		20-00309	2020 Membership Renewal	60.00	0.00	
STAVOLA STAVOLA ASPHALT COMPANY, INC.		20-00350	#162520 Hot Mixed Asphalt	250.77	0.00	
ROBBIA ROBERT BIANCHINI		20-00437	Reimbursement for License	205.00	0.00	
				1,819.96		
0-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
EASAUT EASTERN AUTOPARTS WAREHOUSE		20-00003	#40QU012708 2017 FORD F-250	242.73	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE		20-00006	#40QU012798 NEW COMPRESSOR	343.81	0.00	
EDWTIR EDWARDS TIRE CO., INC.		20-00014	#445746 TIRE FOR BACKHOE	805.39	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE		20-00049	lights for rolloff	55.64	0.00	
MELCOR AP CARWASH AND OIL CHANGE		20-00080	1/2/2020 CAR WASH #MG69177	5.75	0.00	
MAAAUT MAACO COLLISION		20-00249	Exterior Repair & Color Change	2,893.51	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE		20-00283	Automotive Supplies & Tools	267.43	0.00	B
GPCNA091 GPC-NAPA AUTO PARTS		20-00285	Automotive Supplies and Parts	56.55	0.00	B
CHEVAL CHERRY VALLEY TRACTOR SALES		20-00289	Supplies, Parts and Service	219.95	0.00	B
THEHOS THE HOSE SHOP, INC.		20-00290	Various Hoses, Parts & Tools	305.27	0.00	B
SEAFOR SEA BREEZE FORD INC.		20-00292	Automotive Supplies & Tools	67.41	0.00	B
WETIMM W.E. TIMMERMAN COMPANY, INC.		20-00319	AY-Dirt Shoe, RH & Freight	681.29	0.00	
				5,944.73		
0-01-26-290-000-210	STREETS & ROAD Network Fleet					
NETWOR NETWORKFLEET, INC.		20-00207	#2001772 Jan Monthly Bundled	3,596.00	0.00	

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

February 6, 2020
11:26 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No. 6

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
VERIZON	VERIZON WIRELESS	20-00084	#485430396-00001 11/26 - 12/25	295.59	0.00	
VERIZON	VERIZON WIRELESS	20-00087	#342269861-00001 12/5 - 1/4	78.06	0.00	
PRESPE	PREVENTION SPECIALISTS, INC.	20-00227	Breath Alcohol & Drug Testing	399.00	0.00	
OPTIMUM	OPTIMUM	20-00232	Account No. 07866-183188-01-1	31.24	0.00	
WATEAS	WATERLOGIC AMERICAS LLC	20-00233	Service Agreement 32133	36.24	0.00	
ATLLC	AT&T MOBILITY LLC	20-00357	#287284936037 12/12 - 1/11	336.98	0.00	
VERIZON	VERIZON WIRELESS	20-00398	#485430396-00001 12/26 - 1/25	294.29	0.00	
PRESPE	PREVENTION SPECIALISTS, INC.	20-00418	Post Accident Drug & BA Tests	102.00	0.00	
WATEAS	WATERLOGIC AMERICAS LLC	20-00436	Service Agreement#32133 2/2020	36.24	0.00	
PRESPE	PREVENTION SPECIALISTS, INC.	20-00446	INVOICE #29108 ANNUAL FEE	475.00	0.00	
				<u>2,084.64</u>		
0-01-26-290-000-222	STREETS & ROAD	Training				
RUTUND	RUTGERS UNIVERSITY	20-00205	Registration: William McClave	150.00	0.00	
0-01-26-290-000-269	STREETS & ROAD	Deal Lake Commission				
DEALAK	DEAL LAKE COMMISSION	20-00055	2020 Assessment	11,000.00	0.00	
			Extd Total: STREETS & ROADS MAINTENANCE	24,595.33		
			Department Total: STREETS & ROADS MAINTENANCE	24,595.33		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
0-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.	20-00139	#176734 Monthly Service	36,416.67	0.00	
OHAG	OHAGAN NURSERY COMPOST DIVISIO	20-00254	Raw & Vac Leaves, Delivered	1,164.00	0.00	
RUBREC	RUBBERCYCLE LLC	20-00270	#85065 Tires, Delivered 01/06	42.00	0.00	
MICBEN	MICKEY BENOIT, INC	20-00426	Dirty Grindings & Dirty Brush	825.00	0.00	
				<u>38,447.67</u>		
			Extd Total: SOLID WASTE COLLECTION	38,447.67		
			Department Total: SOLID WASTE COLLECTION	38,447.67		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
0-01-26-310-000-201	BUILDING & GND	General Plant				
THEHAR	THE HARDWARE STORE	20-00255	Toilet Seat & Salt Spreader	245.98	0.00	
0-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
SECWOR	SECURITY WORLD INC.	20-00225	Securall Monitoring Service	228.00	0.00	
SCHLE	SCHINDLER ELEVATOR CORP.	20-00231	Svc Contract Quarterly Billing	360.78	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	20-00263	#392943559 Pest Control 01/06	80.00	0.00	
				<u>668.78</u>		
			Extd Total: BUILDINGS & GROUNDS	914.76		
			Department Total: BUILDINGS & GROUNDS	914.76		
			CAFR Total:	63,957.76		

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

February 6, 2020
11:26 AM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
0-01-27-345-000-201	SOCIAL SERVICES General Plant					
VERIZON	VERIZON WIRELESS	20-00084	#485430396-00001 11/26 - 12/25	170.02	0.00	
VERIZON	VERIZON WIRELESS	20-00398	#485430396-00001 12/26 - 1/25	169.24	0.00	
				<u>339.26</u>		
	Extd Total: SOCIAL SERVICES:			339.26		
	Department Total: SOCIAL SERVICES:			339.26		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
0-01-27-350-000-201	SENIOR CENTER General Plant					
VERIZON	VERIZON WIRELESS	20-00084	#485430396-00001 11/26 - 12/25	84.80	0.00	
OPTIMUM	OPTIMUM	20-00147	#07866-196932-01-07 1/15 - 2/14	8.33	0.00	
VERIZON	VERIZON WIRELESS	20-00398	#485430396-00001 12/26 - 1/25	84.44	0.00	
				<u>177.57</u>		
	Extd Total: SENIOR CENTER			177.57		
	Department Total: SENIOR CENTER			177.57		
	CAFR Total:			516.83		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
0-01-28-370-000-299	RECREATION Misc.					
VERIZON	VERIZON WIRELESS	20-00084	#485430396-00001 11/26 - 12/25	38.01	0.00	
USABOX	USA BOXING, INC.	20-00119	2020 usa boxing fees #20809	345.00	0.00	
NJRPA	NEW JERSEY RECREATION AND PARK	20-00196	2020 PARKS & REC CONFERENCE	375.00	0.00	
VERIZON	VERIZON WIRELESS	20-00398	#485430396-00001 12/26 - 1/25	38.01	0.00	
				<u>796.02</u>		
	Extd Total: RECREATION SERVICES & PROGRAM			796.02		
	Department Total: RECREATION SERVICES & PROGRAM			796.02		
	CAFR Total:			796.02		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
0-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
JCPL	JCPL	20-00372	#100 135 969 960 12/27 - 1/24	7,350.63	0.00	
JCPL	JCPL	20-00384	#100 069 292 652 12/27 - 1/24	3.10	0.00	
				<u>7,353.73</u>		
	Extd Total: LIGHT, HEAT & POWER			7,353.73		
Extd: STREET&TRAFFIC LIGHTING						
0-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	20-00372	#100 135 969 960 12/27 - 1/24	183.25	0.00	
JCPL	JCPL	20-00384	#100 069 292 652 12/27 - 1/24	1,693.81	0.00	

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

February 6, 2020
11:26 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No. 10

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-31-435-436-299 JCPL JCPL	STREET&TRAFFIC LIGHTING Misc.	20-00397	Continued #200 000 001 293 MASTER ACCT	1,311.72 3,188.78	0.00	
	Extd Total: STREET&TRAFFIC LIGHTING			3,188.78		
	Department Total: LIGHTING			10,542.51		
Department: TELEPHONE						
Extd: TELEPHONE						
0-01-31-440-000-299	TELEPHONE Misc.					
VERZON	VERIZON BUSINESS	20-00077	ACCT #152-069-551-0001-78	124.99	0.00	
MONINT	MONMOUTH INTERNET CORPORATION	20-00086	INVOICE #301453-M JAN 2020	4,115.52	0.00	
				4,240.51		
	Extd Total: TELEPHONE			4,240.51		
	Department Total: TELEPHONE			4,240.51		
Department: GASOLINE						
Extd: GASOLINE						
0-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	20-00224	Unleaded and Diesel Fuel	11,563.13	0.00	
	Extd Total: GASOLINE			11,563.13		
	Department Total: GASOLINE			11,563.13		
	CAFR Total:			26,346.15		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
0-01-43-490-000-201	MUNIC COURT General Plant					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00085	#16024:PMT. 51 OF 60	83.31	0.00	
GREFIN	GREATAMERICA FINANCIAL SVCS.	20-00219	mail machine 1/1/20	145.00	0.00	
				228.31		
0-01-43-490-000-202	MUNIC COURT Office Supplies					
WBMASON	W.B.MASON CO., INC.	20-00317	assorted supplies	723.10	0.00	
0-01-43-490-000-212	MUNIC COURT Dues,Subscript.					
MONJUD	MONMOUTH MUNIC.JUDGES ASSOC	20-00218	annual dues for municipality	160.00	0.00	
0-01-43-490-000-219	MUNIC COURT Judges Fees					
MICHA015	MICHAEL G. CELLI JR	20-00216	acting judge 1/3/20	500.00	0.00	
0-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	20-00213	interpreter 1/3/20,10,17	405.00	0.00	
	Extd Total: MUNICIPAL COURT			2,016.41		
	Department Total: MUNICIPAL COURT			2,016.41		

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

February 6, 2020
11:26 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page NO: 11

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PUBLIC DEFENDER						
Extd: PUBLIC DEFENDER						
0-01-43-495-000-021	Fees					
RONTRO	RONALD J. TROPOLI	20-00322	JANUARY 2020 SERVICES RENDERED	3,000.00	0.00	
	Extd Total: PUBLIC DEFENDER			3,000.00		
	Department Total: PUBLIC DEFENDER			3,000.00		
	CAFR Total:			5,016.41		
	Fund Total: CURRENT			248,854.23		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
0-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
VERIZON	VERIZON WIRELESS	20-00084	#485430396-00001 11/26 - 12/25	84.80	0.00	
THEHAR	THE HARDWARE STORE	20-00300	Various Supplies, Tools, etc	47.97	0.00	B
ATLLC	AT&T MOBILITY LLC	20-00357	#287284936037 12/12 - 1/11	44.55	0.00	
VERIZON	VERIZON WIRELESS	20-00398	#485430396-00001 12/26 - 1/25	84.44	0.00	
OPTIMUM	OPTIMUM	20-00428	#07866-197754-01-4 1/15 - 2/14	157.13	0.00	
				418.89		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			418.89		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			418.89		
	CAFR Total:			418.89		
	Fund Total: BEACH			418.89		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: TRANSPORT.UTILITY O/E: OTHER EXPENSES:						
Extd: TRANSPORT.UTILITY O/E: OTHER EXPENSES:						
0-06-55-502-000-201	TRANSPORT.UTILITY O/E: General Plant					
ASBPAK	ASBURY PARK PRESS	20-00082	BID - TRAFFIC STRIPPING NTB	75.50	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00085	#16024:PMT. 51 OF 60	135.31	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	20-00176	ACCOUNT #113125 DEC & JAN 2020	42.95	0.00	
NJAPA	AMERICAN PLANNING ASSOCIATION	20-00371	NJ Planning Conf. Reg. 2020	300.00	0.00	
				553.76		
	Extd Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:			553.76		
	Department Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:			553.76		
	CAFR Total:			553.76		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			553.76		
Fund: SEWER UTILITY: BUDGET:						
Department: SEWER UTILITY O/E: OTHER EXPENSES:						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
0-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	20-00008	MISC ITEMS AS NEEDED - BLANKET	116.93	0.00	B
VERIZON	VERIZON WIRELESS	20-00084	#485430396-00001 11/26 - 12/25	84.80	0.00	
ATLLC	AT&T MOBILITY LLC	20-00357	#287284936037 12/12 - 1/11	89.10	0.00	

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-07-55-502-000-201	SEWER UTILITY O/E: General Plant		Continued			
VERIZON	VERIZON WIRELESS	20-00398	#485430396-00001 12/26 - 1/25	84.44	0.00	
				375.27		
0-07-55-502-000-209	SEWER UTILITY O/E: Fees					
EDMASS	EDMUNDS & ASSOCIATES, INC.	20-00053	INV #20-00138 2020 SOFTWARE	3,630.00	0.00	
0-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
JCPL	JCPL	20-00384	#100 069 292 652 12/27 - 1/24	13,106.45	0.00	
0-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00085	#16024:PMT. 51 OF 60	75.00	0.00	
SECWOR	SECURITY WORLD INC.	20-00226	Service Contract Agreement	1,140.00	0.00	
ANSWER	ANSERCOMM COMMUNICATIONS	20-00229	#M4541-010620 Answering Svc	176.34	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	20-00264	Spring Water, Delivery, etc	53.12	0.00	
OPTIMUM	OPTIMUM	20-00267	Account No. 07866-152521-04-4	99.89	0.00	
				1,544.35		
0-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
NJAMER	N.J. AMERICAN WATER CO.	20-00343	Usage data 4000184374 1/29/20	393.44	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			19,049.51		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			19,049.51		
	CAFR Total:			19,049.51		
	Fund Total: SEWER UTILITY: BUDGET:			19,049.51		
	Year Total:			268,876.39		
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
9-01-20-100-000-201	ADMINISTRATION General Plant					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	19-01697	PROFESSIONAL PLANNING SERVICES	2,241.60	0.00	B
MERHEA	MERIDIAN OCCUPATIONAL HEALTH	20-00327	Invoices 435025 & 434378	285.00	0.00	
ATLLC	AT&T MOBILITY LLC	20-00352	#287284651437 12/12 - 1/11	258.46	0.00	
				2,268.14		
9-01-20-100-000-202	ADMINISTRATION Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	19-04010	City Manager memo pads	59.50	0.00	
9-01-20-100-000-209	ADMINISTRATION Fees					
ATLTOM	ATLANTIC TOMORROWS OFFICE	20-00355	INVOICE #CNIN991522 10/1-12/31	619.27	0.00	
9-01-20-100-000-217	ADMINISTRATION Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	20-00328	Order # 396118-3959000	105.52	0.00	
	Extd Total: ADMINISTRATION			3,052.43		
	Department Total: ADMINISTRATION			3,052.43		

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

February 6, 2020
11:26 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No. 15

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: HUMAN RESOURCES Extd: HUMAN RESOURCES						
9-01-20-105-000-299	HUMAN RESOURCES Misc.					
LAWOFFS	LAW OFFICE OF STEVEN S.	20-00109	Services for December 2019	6,000.00	0.00	
	Extd Total: HUMAN RESOURCES			6,000.00		
	Department Total: HUMAN RESOURCES			6,000.00		
Department: MUNICIPAL CLERK Extd: MUNICIPAL CLERK						
9-01-20-120-000-201	MUNICIPAL CLERK General Plant					
ATLTOM	ATLANTIC TOMORROWS OFFICE	20-00355	INVOICE #CNIN991522 10/1-12/31	739.58	0.00	
9-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	20-00393	OCTOBER 2019 CARPENTER HELP	652.50	0.00	
ASBPAK	ASBURY PARK PRESS	20-00402	NOVEMBER 2019 CARPENTER HELP	536.49	0.00	
				1,188.99		
9-01-20-120-000-291	MUNICIPAL CLERK Codification Ordinances					
GENER010	GENERAL CODE, LLC	20-00360	Ord#2018-21 thru Ord#2019-27	7,990.00	0.00	
	Extd Total: MUNICIPAL CLERK			9,918.57		
	Department Total: MUNICIPAL CLERK			9,918.57		
Department: FINANCIAL ADMINISTRATION Extd: FINANCIAL ADMINISTRATION						
9-01-20-130-000-201	FINANCE General Plant					
SHIINT	SHI INTERNATIONAL CORP	19-03625	QUOTE#18021807 PRINTER FINANCE	187.55	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	20-00174	ACCOUNT #014764 DEC & JAN 2020	36.96	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	20-00355	INVOICE #CNIN991522 10/1-12/31	739.58	0.00	
				964.09		
9-01-20-130-000-202	FINANCE Office Supplies					
SHIINT	SHI INTERNATIONAL CORP	19-03866	# 18131702 DOCUMENT SCANNER	320.51	0.00	
9-01-20-130-000-223	FINANCE Condo Reimbursements					
15010CE	1501 Ocean Av. Condo Assoc. Inc	20-00071	4th Q 2019 Condo Reimb.	2,730.00	0.00	
300SEV	300 SEVENTH AVENUE CONDOMINIUM	20-00114	July-Dec. 2019 Condo Reimb	1,956.00	0.00	
ASBUR020	ASBURY COMMONS CONDOMINIUM	20-00115	June - Dec. 2019 Condo Reimb.	1,239.12	0.00	
ASBUR010	ASBURY PARK PLACE CONDOMINIUM	20-00116	July-Dec. 19 Condo Reimb.	2,150.64	0.00	
ASBUR015	ASBURY TERRACE CONDOMINIUM	20-00117	July-Dec. 19 Condo Reimburse.	1,575.90	0.00	
CAPRI005	CAPRI TERRACE CONDOMINIUM	20-00118	July-Dec. 19 Condo Reimb	1,792.20	0.00	
DEALL	DEAL LAKE VILLAGE GARDENS	20-00120	July-Dec. 19 Condo Reimb.	3,151.80	0.00	
EUREK005	EUREKA CONDOMINIUM	20-00121	July-Dec. 19 Condo Reimb.	1,713.42	0.00	
SOUTH005	SOUTH GRAND CONDOMINIUM	20-00122	July-Dec. 19 Condo Reimb.	1,923.60	0.00	
THEES005	THE ESPLANADE CONDOMINIUM	20-00123	July-Dec. 2019 Condo Reimb	3,986.10	0.00	
THELO005	THE LOFTS AT ASBURY PARK	20-00124	July - Dec. 19 Condo Reimb.	3,473.16	0.00	
THEMO005	THE MONROE CONDOMINIUM	20-00125	Juy - Dec. 19 Condo Reimb	2,610.00	0.00	
THESA005	THE SANTANDER ASSOCIATION INC	20-00126	July-Dec. 19 Condo Reimb.	6,414.84	0.00	
STJAM	ST. JAMES CONDO ASSOCIATION	20-00127	July-Dec. 19 Condo Reimb.	15,853.53	0.00	

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-20-130-000-223	FINANCE Condo Reimbursements		Continued			
VIVEA005	VIVE ASBURY PARK CONDOMINIUM	20-00128	July-Dec. 19 Condo Reimb.	3,799.62	0.00	
700MAT	700 MATTISON CONDOMINIUM	20-00238	2019 4th Q. Condo Reimb	141.39	0.00	
LAKDRI	LAKE DRIVE COURT CONDO ASSOC.	20-00240	2019 4th Q Condo reimb.	976.99	0.00	
304OCE	304 OCEAN ARMS CONDO. ASSOC.	20-00241	2019 4th Q Condo Reimb.	71.31	0.00	
PARLAN	PARK LANE CONDOMINIUM ASSOC.	20-00242	2019 4th Q Condo Reimb.	119.51	0.00	
MIRCON	MIRAMAR CONDOMINIUM ASSOC. INC	20-00243	2019 4th Q Condo Reimb.	122.10	0.00	
MERCON	MERCURY CONDOMINIUM ASSOC.	20-00244	2019 4t Q Condo Reimb	364.21	0.00	
				<u>56,165.44</u>		
	Extd Total: FINANCIAL ADMINISTRATION			57,450.04		
	Department Total: FINANCIAL ADMINISTRATION			57,450.04		
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
9-01-20-140-000-218	COMPUTERIZED DATA PROC. Contract Service					
ATECSEC	A+ TECHNOLOGY & SECURITY	19-03048	Q#ES22874 - 2019 Maintenance	1,141.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-03649	Quote#18021970 - Keyboards	117.50	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-03869	Q#18136299 - SSD	71.47	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-03920	Q#16363415 ADOBE RENEWAL	0.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-04011	Q#18181682 - Data Storage	278.30	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-04073	Q#18217794 Misc IT Supplies	260.19	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-04079	Q#18222625	87.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-04102	Q#18180392 12 MONTHS OF ADOBE	473.69	0.00	
				<u>2,429.15</u>		
	Extd Total: COMPUTERIZED DATA PROCESSING			2,429.15		
	Department Total: COMPUTERIZED DATA PROCESSING			2,429.15		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
9-01-20-145-000-209	TAX REV ADMIN Fees					
ATLTOM	ATLANTIC TOMORROWS OFFICE	20-00355	INVOICE #CNIN991522 10/1-12/31	482.21	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			482.21		
	Department Total: TAX REVENUE ADMINISTRATION			482.21		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
9-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU	HARRY HAUSHALTER	20-00257	DECEMBER 2019 SERVICE RENDERED	1,485.00	0.00	
	Extd Total: TAX ASSESSOR			1,485.00		
	Department Total: TAX ASSESSOR			1,485.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
9-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
SHIINT	SHI INTERNATIONAL CORP	19-03920	Q#16363415 ADOBE RENEWAL	947.39	0.00	

February 6, 2020
11:26 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No: 15

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp	Continued				
SHIINT	SHI INTERNATIONAL CORP	19-03950	Annual Fee - Covers to 4/20/20	3,500.00	0.00	
				4,447.39		
	Extd Total: DIRECTOR OF COMMUNICATIONS			4,447.39		
	Department Total: DIRECTOR OF COMMUNICATIONS			4,447.39		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
9-01-20-155-000-209	LEGAL SERVICES Fees					
ANSZAR	ANSELL, GRIMM & AARON, P.C.	20-00079	General Legal Dec. 2019	10,184.00	0.00	
MARFAL	MARAZITI FALCON, LLP	20-00090	SERVICES RENDERED THRU DEC-19	927.50	0.00	
				11,111.50		
	Extd Total: LEGAL SERVICES			11,111.50		
	Department Total: LEGAL SERVICES			11,111.50		
Department: CABLE TV ADVISORY COMMITTEE						
Extd: CABLE TV ADVISORY COMMITTEE						
9-01-20-162-000-299	CABLE TV ADVISORY COMMITTEE - MISC EXP					
SHIINT	SHI INTERNATIONAL CORP	19-03920	Q#16363415 ADOBE RENEWAL	947.39	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			947.39		
	Department Total: CABLE TV ADVISORY COMMITTEE			947.39		
	CAFR Total:			97,323.68		
Department: Planning Department						
Extd: Planning Department						
9-01-21-179-000-201	Planning Dept. General Plant					
SHIINT	SHI INTERNATIONAL CORP	19-03920	Q#16363415 ADOBE RENEWAL	947.39	0.00	
WBMASON	W.B.MASON CO., INC.	19-03962	Planning office supplies 12/19	501.31	0.00	
ENVSYS	ENVIRONMENTAL SYSTEMS RESEARCH	19-03997	ESRI GIS online Q-403809	489.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-04102	Q#18180392 12 MONTHS OF ADOBE	947.39	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	20-00355	INVOICE #CNIN991522 10/1-12/31	114.44	0.00	
				2,999.53		
	Extd Total: Planning Department			2,999.53		
	Department Total: Planning Department			2,999.53		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
9-01-21-180-000-201	PLANNING BOARD General Plant					
THECOA	THE NEW COASTER, LLC	20-00313	Coaster PB/ZB invoices	17.40	0.00	

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

February 6, 2020
11:26 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No. 10

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-21-180-000-201	PLANNING BOARD General Plant		Continued			
ASBPAK ASBURY PARK PRESS		20-00315	APP PB/ZB Invoices	57.08	0.00	
				74.48		
	Extd Total: PLANNING BOARD			74.48		
	Department Total: PLANNING BOARD			74.48		
	CAFR Total:			3,074.01		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
9-01-22-195-000-299	CODE ENFORCE Misc.					
WATSPR WATCHUNG SPRING WATER CO., INC.		20-00106	ACCOUNT # 190657 DECEMBER 2019	32.46	0.00	
JUNLAS JUNGLE LASERS, LLC		20-00111	INVOICE #94796 DECEMBER 2020	475.00	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE		20-00355	INVOICE #CNIN991522 10/1-12/31	347.27	0.00	
				854.73		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			854.73		
	Department Total: CODE ENFORCEMENT AND ADMIN.			854.73		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
9-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
ATLTOM ATLANTIC TOMORROWS OFFICE		20-00355	INVOICE #CNIN991522 10/1-12/31	347.26	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			347.26		
	Department Total: CONSTRUCTION CODE OFFICIAL			347.26		
	CAFR Total:			1,201.99		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
9-01-25-240-000-201	POLICE General Plant					
CRAPRI CRAFTMASTER PRINTING, INC.		19-04029	#10947 Evidence Jackets	752.00	0.00	
STATOX STATE TOXICOLOGY LABORATORY		20-00023	OCTOBER 2019 Random Analysis	450.00	0.00	
WATSPR WATCHUNG SPRING WATER CO., INC.		20-00025	ACCOUNT #169322 DECEMBER 2019	158.31	0.00	
WIRCOM WIRELESS COMMUNICATIONS &		20-00027	#M60047 Reprogrammed Receivers	1,050.00	0.00	
MERHEA MERIDIAN OCCUPATIONAL HEALTH		20-00140	#4403763 Physical Examination	405.00	0.00	
STATOX STATE TOXICOLOGY LABORATORY		20-00387	(17) Applicant Analysis	765.00	0.00	
				3,580.31		
9-01-25-240-000-202	POLICE Office Supplies					
WBMASON W.B.MASON CO., INC.		19-04056	S098758435 Office Supplies	98.10	0.00	
9-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR EDWARDS TIRE CO., INC.		19-03044	Blanket	713.00	0.00	B
EASAUT EASTERN AUTOPARTS WAREHOUSE		19-03342	Blanket Car Repairs	1,116.69	0.00	B
BENAUT BENNETT'S AUTO RECOVERY, INC.		20-00030	#19-10763, 19-10673 Tire Change	125.00	0.00	
SEAFOR SEA BREEZE FORD INC.		20-00050	#5114307, #6050461 & 6052514	271.05	0.00	
MELCOR AP CARWASH AND OIL CHANGE		20-00078	NOV & DEC 2019 CAR WASHES	425.50	0.00	
				2,651.24		

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	20-00026	INVOICE #2015284 December 2019	4,700.00	0.00	
9-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM	WIRELESS COMMUNICATIONS &	19-03953	#M58883 Mobile Data Contract	1,220.00	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	20-00034	#CNIN980462, CNIN980461	41.40	0.00	
ATLLC	AT&T MOBILITY LLC	20-00352	#287284651437 12/12 - 1/11	949.49	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	20-00369	10/1/19 - 12/31/19 CONTRACT	<u>1,013.19</u>	0.00	
				3,224.08		
9-01-25-240-000-222	POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	19-02914	Rapid Response to Active	100.00	0.00	
9-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	19-03925	December Blanket Prisoner Meal	51.77	0.00	
	Extd Total: POLICE DEPARTMENT			14,405.50		
	Department Total: POLICE DEPARTMENT			14,405.50		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
9-01-25-265-000-201	FIRE DEPT. General Plant					
UPTFAS	UP-TITE FASTNERS INC.	19-01780	Blank screws etc not to exceed	199.00	0.00	B
GRAING	GRAINGER, INC.	19-04068	Modular Cabinet-Truck Bay	5,991.48	0.00	
ATLLC	AT&T MOBILITY LLC	20-00352	#287284651437 12/12 - 1/11	<u>826.69</u>	0.00	
				7,017.17		
9-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
SEAFOR	SEA BREEZE FORD INC.	19-01508	Blanket PO not to exceed	130.00	0.00	B
SEAFOR	SEA BREEZE FORD INC.	19-03759	Blanket PO not to exceed	215.56	0.00	B
ALLDIE	ALLIED DIESEL SERVICE, INC.	19-03980	Engine Oil 15W40	599.95	0.00	
GRAING	GRAINGER, INC.	19-03984	Electrical & SE Fuel	<u>187.57</u>	0.00	
				1,133.08		
9-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
FIRONE	FIREFIGHTER ONE LIMITED	19-03435	EST: 1013330-SCBA bench tests	1,444.00	0.00	
9-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	19-02251	2019 Clothing Allowance	88.50	0.00	B
9-01-25-265-000-214	FIRE DEPT. Building Maintenance					
AIRGAS	AIR GAS TECHNOLOGIES, INC.	19-01910	Blanket PO not to exceed	611.30	0.00	B
VERITIV	VERITIV OPERATING COMPANY	19-02770	Blanket PO not to exceed	<u>43.92</u>	0.00	B
				655.22		
9-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
NETCAB	Network Cabling, Inc. T/A	19-03628	INSTALLATION OF CABLES AT FD	9,628.70	0.00	
REVGUA	REVENUE GUARD MEDICAL CLAIMS	20-00052	Inv. 123119 December 19 Fees	6,277.43	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	20-00355	INVOICE #CNIN991522 10/1-12/31	<u>72.20</u>	0.00	
				15,978.33		

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-25-265-000-222	FIRE DEPT. Training					
SHIINT SHI INTERNATIONAL CORP		19-03694	Quote: 18048321-Getac Laptops	4,079.82	0.00	
9-01-25-265-000-229	FIRE DEPT. Medical Sup.					
GRAING GRAINGER, INC.		19-03658	Healthsmart Pulse Oximeter	331.08	0.00	
9-01-25-265-000-298	FIRE DEPT. Special Operations					
TIMAND ANDERSON RESCUE SOLUTIONS LLC		19-03679	Quote: 1037-Rope and Bags	2,040.00	0.00	
WITME005 WITMER PUBLIC SAFETY GROUP INC		19-03862	Quote: 379863-CMC Products	2,507.00	0.00	
				<u>4,547.00</u>		
	Extd Total: FIRE DEPARTMENT			35,274.20		
Extd:	FIRE HYDRANT					
9-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER N.J. AMERICAN WATER CO.		20-00133	#1018-210026567043 11/26-12/23	16,514.00	0.00	
	Extd Total: FIRE HYDRANT			16,514.00		
	Department Total: FIRE DEPARTMENT			51,788.20		
	CAFR Total:			66,193.70		
Department:	STREETS & ROADS MAINTENANCE					
Extd:	STREETS & ROADS MAINTENANCE					
9-01-26-290-000-201	STREETS & ROAD General Plant					
SUPWOR SUPPLYWORKS		19-01330	Doggy Poo Bags GRN8x9" .75GL	979.90	0.00	
LAWPRO LAWSON PRODUCTS, INC.		19-01721	Various Safety Equipment, etc	789.52	0.00	
JOHGUI JOHN GUIRE SUPPLY		19-03970	STIHL HT-133 Pole Saw	520.96	0.00	
STAVOLA STAVOLA ASPHALT COMPANY, INC.		20-00166	#160187 Hot Mixed Asphalt	375.50	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE		20-00355	INVOICE #CNIN991522 10/1-12/31	149.91	0.00	
				<u>2,815.79</u>		
9-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
MELCOR AP CARWASH AND OIL CHANGE		19-02415	Car Washing Services for DPW	57.50	0.00	B
EASAUT EASTERN AUTOPARTS WAREHOUSE		19-03252	Various Automotive Supplies	30.14	0.00	B
EDWTIR EDWARDS TIRE CO., INC.		19-03450	Tires, Parts, Service, etc	426.53	0.00	B
NORSWE NORTHEAST SWEEPERS & RENTALS,		19-03597	Sensor and Shipping	304.36	0.00	
NORSWE NORTHEAST SWEEPERS & RENTALS,		19-04036	RAVO Gutter Broom, Bolt, etc	952.50	0.00	
SEAWEL SEABOARD WELDING SUPPLY, INC.		20-00164	Oxygen & Acetylene Cylinders	210.82	0.00	
TAYTOW TAYLOR'S TOWING		20-00220	Lowboy/Landol Service - Towing	300.00	0.00	
				<u>2,281.85</u>		
9-01-26-290-000-235	STREETS & ROAD Shade Tree Commission					
CICFAR CICCONI FARMS, INC.		19-02946	#4249 Various Plants/Flowers	600.00	0.00	
NANCY005 NANCY FASANO		20-00268	Reimbursement: ESTC Conference	50.00	0.00	
				<u>650.00</u>		
	Extd Total: STREETS & ROADS MAINTENANCE			5,747.64		
	Department Total: STREETS & ROADS MAINTENANCE			5,747.64		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
9-01-26-305-000-209	SOLID WASTE Fees					
DELDEM	DELISA DEMOLITION, INC.	19-03621	Construction Debris Removal	2,625.04	0.00	B
ATLCOAS	ATLANTIC COAST FIBERS, LLC	20-00153	Single Stream Inbound Material	7,165.20	0.00	
DELDEM	DELISA DEMOLITION, INC.	20-00158	#176971 Trash Tipping Fees	26,099.14	0.00	
MICBEN	MICKEY BENOIT, INC	20-00214	#1051565 Brush, Delivered	250.20	0.00	
OHAG	OHAGAN NURSERY COMPOST DIVISIO	20-00251	Raw & Vac Leaves Tipping Fees	2,054.00	0.00	
				38,193.58		
	Extd Total: SOLID WASTE COLLECTION			38,193.58		
	Department Total: SOLID WASTE COLLECTION			38,193.58		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
9-01-26-310-000-201	BUILDING & GND General Plant					
NEWIRON	NEWARK IRONBOUND ELECTRICAL	19-03792	36w E39 Post-Top Retro 5K	1,095.00	0.00	
ATLLOK	ATLANTIC LOCK & SAFE	20-00349	Arrow Deadbolt & Entry Levers	317.00	0.00	
				1,412.00		
9-01-26-310-000-218	BUILDING & GND Contract.Serv.					
TERPES	THE TERMINIX INTERNATIONAL CO	20-00217	#392430616 Pest Control 12/16	175.00	0.00	
GENINC	GENSERVE, LLC	20-00261	Minor "B" Maintenance Service	490.00	0.00	
				665.00		
	Extd Total: BUILDINGS & GROUNDS			2,077.00		
	Department Total: BUILDINGS & GROUNDS			2,077.00		
	CAFR Total:			46,018.22		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
9-01-27-345-000-201	SOCIAL SERVICES General Plant					
MURARM	MURRAY'S UNIFORMS	19-03935	Jackets for Staff	199.00	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	20-00355	INVOICE #CNIN991522 10/1-12/31	114.45	0.00	
				313.45		
	Extd Total: SOCIAL SERVICES:			313.45		
	Department Total: SOCIAL SERVICES:			313.45		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
9-01-27-350-000-299	SENIOR CENTER Misc.					
BODYB005	BODY BY BEY	19-03207	Strength n FitnessClass 4thQtr	150.00	0.00	B

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-27-350-000-299	SENIOR CENTER Misc.		Continued			
FRASCA	FRANTASTIC YOGA	19-03219	Yoga 4th Quarter	320.00	0.00	B
				470.00		
	Extd Total: SENIOR CENTER			470.00		
	Department Total: SENIOR CENTER			470.00		
	CAFR Total:			783.45		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
9-01-28-370-000-299	RECREATION Misc.					
WBMASON	W.B.MASON CO., INC.	19-03858	candy-christmas tree lighting	264.61	0.00	
JERELE	JERSEY ELEVATOR COMPANY, INC.	19-04083	NC2019-582 REPAIRS TO ELEVATOR	331.25	0.00	B
ATLLC	AT&T MOBILITY LLC	20-00323	#287286595693 12/12 - 1/11	54.77	0.00	
				650.63		
	Extd Total: RECREATION SERVICES & PROGRAM			650.63		
	Department Total: RECREATION SERVICES & PROGRAM			650.63		
	CAFR Total:			650.63		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
9-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	20-00133	#1018-210026567043 11/26-12/23	3,720.34	0.00	
JCPL	JCPL	20-00135	#100 016 770 099 11/23 - 12/26	3.10	0.00	
JCPL	JCPL	20-00314	#100 072 559 691 12/24 - 1/22	1,536.69	0.00	
NJNATU	N.J. NATURAL GAS CO.	20-00337	#07-3132-1100-1Y 12/13 - 1/15	10,847.98	0.00	
				16,108.11		
	Extd Total: LIGHT, HEAT & POWER			16,108.11		
Extd: STREET&TRAFFIC LIGHTING						
9-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	20-00135	#100 016 770 099 11/23 - 12/26	3,060.87	0.00	
JCPL	JCPL	20-00177	#100 013 520 380 12/19 - 1/17	17,116.21	0.00	
JCPL	JCPL	20-00314	#100 072 559 691 12/24 - 1/22	2,694.29	0.00	
JCPL	JCPL	20-00334	#100 104 067 051 12/22 - 1/22	145.79	0.00	
				23,017.16		
	Extd Total: STREET&TRAFFIC LIGHTING			23,017.16		
	Department Total: LIGHTING			39,125.27		

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

February 6, 2020
11:26 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No. 21

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: GASOLINE Extd: GASOLINE						
9-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	19-02735	Unleaded RFG and Diesel Fuel	7,908.95	0.00	B
	Extd Total: GASOLINE			7,908.95		
	Department Total: GASOLINE			7,908.95		
	CAFR Total:			47,034.22		
Department: MUNICIPAL COURT Extd: MUNICIPAL COURT						
9-01-43-490-000-201	MUNIC COURT General Plant					
KEPSPR	KEPWELL SPRING WATER	20-00235	#107589 12/31/19 COOLER RENTAL	14.00	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	20-00355	INVOICE #CNIN991522 10/1-12/31	39.80	0.00	
				53.80		
9-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	20-00234	INVOICE #17194 12/20/19	135.00	0.00	
	Extd Total: MUNICIPAL COURT			188.80		
	Department Total: MUNICIPAL COURT			188.80		
	CAFR Total:			188.80		
	Fund Total: CURRENT			262,468.70		
Fund: BEACH Department: BEACH UTILITY O/E: OTHER EXPENSES: Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
9-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
GRAING	GRAINGER, INC.	19-01491	Various Supplies and Tools	336.09	0.00	B
ACTIO005	ACTION YAMAHA	19-03383	Various Parts and Material	926.72	0.00	B
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	20-00157	#1146462 Engine Oil 9/12	74.30	0.00	
				1,337.11		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			1,337.11		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			1,337.11		
	CAFR Total:			1,337.11		
	Fund Total: BEACH			1,337.11		
Fund: PARKING UTILITY: BUDGET: Department: PARKING UTILITY O/E: OTHER EXPENSES: Extd: PARKING UTILITY O/E: OTHER EXPENSES:						
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
SHIINT	SHI INTERNATIONAL CORP	19-03920	Q#16363415 ADOBE RENEWAL	1,894.78	0.00	
GLESUP	GLENCO SUPPLY INC.	19-04007	Parking Signs for Expansion	3,636.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	19-04015	#10948 Emerg. No Parking Signs	823.25	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-04102	Q#18180392 12 MONTHS OF ADOBE	473.70	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	20-00176	ACCOUNT #113125 DEC & JAN 2020	15.98	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	20-00355	INVOICE #CNIN991522 10/1-12/31	114.45	0.00	

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

February 6, 2020
11:26 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No. 22

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant		Continued			
IPSGRO IPS GROUP, INC.		20-00366	#47986 Permit Fees Dec 2019	186.09	0.00	
ATMOB AT&T MOBILITY		20-00395	#287260245452 12/20 - 1/19	232.44	0.00	
				<u>7,376.69</u>		
9-06-55-502-000-203	PARKING UTILITY: Credit Card Line Fees					
TIMOT005 TIMOTHY HAAHS & ASSOCIATES, INC		19-03346	CBD PARKING STRUCTURE SERVICES	102,158.40	0.00	B
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			109,535.09		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			109,535.09		
	CAFR Total:			109,535.09		
	Fund Total: PARKING UTILITY: BUDGET:			109,535.09		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
9-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
JHBERGE J & H BERGE INC.		19-03874	Class A Flask	193.54	0.00	
GENINC GENSERVE, LLC		20-00262	Minor "B" Maintenance Service	705.00	0.00	
				<u>898.54</u>		
9-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER N.J. AMERICAN WATER CO.		20-00133	#1018-210026567043 11/26-12/23	5,577.94	0.00	
JCPL JCPL		20-00135	#100 016 770 099 11/23 - 12/26	26,777.34	0.00	
NJNATU N.J. NATURAL GAS CO.		20-00337	#07-3132-1100-1Y 12/13 - 1/15	9,450.15	0.00	
				<u>41,805.43</u>		
9-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
WATSPR WATCHUNG SPRING WATER CO., INC.		20-00215	#9925733 Sprg Water & Delivery	43.12	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE		20-00355	INVOICE #CNIN991522 10/1-12/31	10.48	0.00	
				<u>53.60</u>		
9-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL PASSAIC VALLEY SEWERAGE COM.		20-00162	#2917 Finance Chrg Inv #516958	10,819.53	0.00	
9-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
GARDSTA GARDEN STATE LABORATORIES, INC.		20-00160	Monthly Influent/Effluent, etc	3,060.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			56,637.10		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			56,637.10		
	CAFR Total:			56,637.10		
	Fund Total: SEWER UTILITY: BUDGET:			56,637.10		
	Year Total:			429,978.00		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2016-28 4th Ave. Improvements					
C-04-55-998-164-001	Section 20 Costs					
ACAFGI ACACIA FINANCIAL GROUP, INC.		20-00072	Costs of 2019 Bond Sale	7,727.64	0.00	
	Extd Total: Ord. 2016-28 4th Ave. Improvements			7,727.64		

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	2016-40/Var.Communications System Imp.					
C-04-55-998-168-002	2016-40/Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	20-00072	Costs of 2019 Bond Sale	4,772.36	0.00	
	Extd Total: 2016-40/Var.Communications System Imp.			4,772.36		
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-006	Various General Capital Improvements					
WBMASON	W.B.MASON CO., INC.	19-02564	FINANCE OFFICE FURNITURE	2,642.77	0.00	
	Extd Total: Ord. 2017-2 Various Capital Improvements			2,642.77		
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-014	Admin general plant					
WBMASON	W.B.MASON CO., INC.	19-03608	CALCULATOR & FILING CABINET	372.09	0.00	
KNOCOM	KNOX COMPANY	20-00245	Quote: Q-306098-keysecures	5,854.00	0.00	
				<u>6,226.09</u>		
	Extd Total: Ord. 2018-4 Var. Capital Improvements			6,226.09		
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-003	Police Cars - 3					
STARAD	STALKER RADAR	19-02081	QUOTE #2028480 RADARS FOR THE	352.00	0.00	B
WINFOR	WINNER FORD	19-02804	Rumbler and Installation	1,764.00	0.00	
				<u>2,116.00</u>		
C-04-55-998-177-006	Police Pre-emption					
SIGNA005	SIGNAL CONTROL PRODUCTIONS INC	19-02433	OPTICOM (OR EQUIVALENT) GPS	159,920.00	0.00	
C-04-55-998-177-008	Fire Truck					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	19-03816	QUOTE #EST23477 EQUIPMENT	15,195.42	0.00	
WITME005	WITMER PUBLIC SAFETY GROUP INC	19-04019	Quote: 379896-new engine fan	4,725.00	0.00	
				<u>19,920.42</u>		
C-04-55-998-177-011	Administration IT					
SHIINT	SHI INTERNATIONAL CORP	19-04088	Q#1825311 CONSTRUCTION MONITOR	340.60	0.00	
C-04-55-998-177-015	Administration General Plant					
WBMASON	W.B.MASON CO., INC.	19-03601	OFFICE FURNITURE NEEDED	13,701.17	0.00	
SHIINT	SHI INTERNATIONAL CORP	19-03625	QUOTE#18021807 PRINTER FINANCE	641.26	0.00	
				<u>14,342.43</u>		
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.			196,639.45		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd: Ord. 2019-43 Police Computers & Equip.						
C-04-55-998-179-001	Police Computers & Equipment					
SHIINT	SHI INTERNATIONAL CORP	19-03624	QUOTE #17853125 PD COMPUTERS	29,301.70	0.00	
	Extd Total: Ord. 2019-43 Police Computers & Equip.			29,301.70		
	Department Total:			247,310.01		
	CAFR Total:			247,310.01		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			247,310.01		
Fund: SEWER CAPITAL FUND BUDGET:						
Extd: Ord. 2018-49 Var. Sewer Utility Impr.						
C-08-55-528-020-001	Section 20 Costs					
ASBPAK	ASBURY PARK PRESS	20-00083	BID - BOILER REPLACEMENT NTB	95.30	0.00	
ASBPAK	ASBURY PARK PRESS	20-00129	BID BOILER REPLACEMENT	112.40	0.00	
				207.70		
C-08-55-528-020-002	Sewer Utility Improvements					
FREPAR	FRENCH & PARRELLO, PA	19-01592	WWTP BOILER REPAIR SERVICES	364.00	0.00	B
	Extd Total: Ord. 2018-49 Var. Sewer Utility Impr.			571.70		
	Department Total:			571.70		
	CAFR Total:			571.70		
	Fund Total: SEWER CAPITAL FUND BUDGET:			571.70		
	Year Total:			247,881.71		
Fund: GRANT FUND BUDGET:						
G-02-43-907-019-200	Mental Health Grant					
MURARM	MURRAY'S UNIFORMS	19-03935	Jackets for Staff	100.00	0.00	
	Extd Total:			100.00		
	Department Total:			100.00		
G-02-43-908-019-200	Senior Center Grant					
MURARM	MURRAY'S UNIFORMS	19-04081	shirt/Jacket to identify Staff	618.00	0.00	
	Extd Total:			618.00		
	Department Total:			618.00		
	CAFR Total:			718.00		
	Fund Total: GRANT FUND BUDGET:			718.00		
	Year Total:			718.00		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd: 2018 CDBG Allotment						
T-17-75-850-850-003	Basketball Courts, Road Repair, Sidewalk					
SUFFREDI	SUFFOLK REDI-MIX	18-04099	CONCRETE FOR VARIOUS APRONS &	6,464.75	0.00	B
T-17-75-850-850-004	Community Events					
WBMASON	W.B.MASON CO., INC.	19-02059	Movies in the Park	102.45	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-17-75-850-850-004	Community Events		Continued			
STAPLE	STAPLES BUSINESS ADVANTAGE	20-00075	supplies for black history	77.75	0.00	
				180.20		
	Extd Total: 2018 CDBG Allotment			6,644.95		
	Department Total:			6,644.95		
	CAFR Total:			6,644.95		
Extd:	2019 CDBG Allotment					
T-17-76-850-850-001	2019 Administration					
CRAPRI	CRAFTMASTER PRINTING, INC.	20-00073	fliers for community luncheon	125.00	0.00	
THECOA	THE NEW COASTER, LLC	20-00076	public ad for luncheon	330.00	0.00	
				455.00		
T-17-76-850-850-005	2019 Sidewalks					
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	20-00012	INVOICE #1114691 24x4x16	136.80	0.00	
T-17-76-850-850-007	2019 Community Events					
KARBRI	KAREEM BRINSON	19-04077	DJ Services for luncheon	200.00	0.00	
ORITRA	ORIENTAL TRADING CO., INC.	20-00074	supplies for Black History	191.67	0.00	
				391.67		
	Extd Total: 2019 CDBG Allotment			983.47		
	Department Total:			983.47		
	CAFR Total:			983.47		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			7,628.42		
Fund:	TRUST OTHER					
T-20-56-850-851-801	Reserve for Public Defender					
GREER005	GREER LAW FIRM	20-00222	alternate pd 1/10/20	250.00	0.00	
	Extd Total:			250.00		
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	20-00348	4TH-QTR 2019 MARRIAGE/CIVIL	750.00	0.00	
	Extd Total:			750.00		
T-20-56-850-860-801	Reserve for Unemployment Compensation					
NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY	20-00173	4TH QTR 2019 UNEMPLOYMENT	25,324.64	0.00	
	Extd Total:			25,324.64		
T-20-56-850-878-801	Reserve for Recreation					
JCMAS005	JCM ASSOCIATES LLC	19-03773	pal items for ap youth	1,978.30	0.00	
	Extd Total:			1,978.30		
	Department Total:			28,302.94		
	CAFR Total:			28,302.94		
	Fund Total: TRUST OTHER			28,302.94		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-375-000-299	208 MAIN ST.(PLAN AMEND)(JOHNNY MAC HOS)					
TMASSO T & M ASSOCIATES	20-00068 LAF380850 Mary Mac			2,685.00	0.00	
	Extd Total:			2,685.00		
	Department Total:			2,685.00		
T-21-00-381-000-299	1101 OCEAN(INSPECTION FEE)(ISTAR,INC.)					
TMASSO T & M ASSOCIATES	19-04084 T&M Invoice LAF369266			4,687.00	0.00	
	Extd Total:			4,687.00		
	Department Total:			4,687.00		
T-21-00-419-000-299	1105 MAIN ST-INSPECTION FEE(DOLLAR TREE)					
TMASSO T & M ASSOCIATES	20-00070 LAF380858 PF Properties			1,232.00	0.00	
	Extd Total:			1,232.00		
	Department Total:			1,232.00		
T-21-00-431-000-299	1206 COMSTOCK STREET (SARA NORDSTROM)					
TMASSO T & M ASSOCIATES	20-00332 LAF371333 Sanitary			462.00	0.00	
	Extd Total:			462.00		
	Department Total:			462.00		
T-21-00-465-000-299	1112-1114 MAIN STREET(RBAR AP, LLC)					
CLACAN CLARKE CATON HINTZ PC	20-00311 CCH PB/ZB outstanding invoices			3,102.72	0.00	
	Extd Total:			3,102.72		
	Department Total:			3,102.72		
T-21-00-468-000-299	722-724 COOKMAN(C&C COOKMAN DEVELOPMENT)					
TMASSO T & M ASSOCIATES	20-00067 LAF380852 722 Cookman			439.75	0.00	
	Extd Total:			439.75		
	Department Total:			439.75		
T-21-00-489-000-299	507 BOND STREET(EAGON BROS. PARTNERSHIP)					
CLACAN CLARKE CATON HINTZ PC	20-00311 CCH PB/ZB outstanding invoices			1,428.27	0.00	
	Extd Total:			1,428.27		
	Department Total:			1,428.27		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			14,036.74		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			14,036.74		

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

February 6, 2020
11:26 AM

CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No. 27

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: HOWELL/ASBURY PARK RCA BUDGET:						
T-38-56-850-850-802	HOWELL/ASBURY PARK RCA - Miscellaneous					
SCOTT005	SCOTT LENNOX & SARA MUSGAVERO	19-01897	RCA Rehab Not To Exceed	8,000.00	0.00	B
	Extd Total:			8,000.00		
	Department Total:			8,000.00		
	CAFR Total:			8,000.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			8,000.00		
Fund: ISTAR-2 ESCROW FUND:						
T-42-56-850-850-802	ISTAR-2 ESCROW - Miscellaneous					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	20-00102	Invoice 449003 Istar	665.00	0.00	
	Extd Total:			665.00		
	Department Total:			665.00		
	CAFR Total:			665.00		
	Fund Total: ISTAR-2 ESCROW FUND:			665.00		
Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW						
T-48-56-850-000-818	215 1ST AVE(REGIONAL DEVELOPMENT GROUP)					
MARFAL	MARAZITI FALCON, LLP	20-00090	SERVICES RENDERED THRU DEC-19	552.50	0.00	
T-48-56-850-000-824	1112-1114 MAIN STREET (RBAR AP, LLC)					
TMASSO	T & M ASSOCIATES	20-00069	LAF380851 R Bar AP	1,001.00	0.00	
T-48-56-850-000-825	311-343 COOKMAN AVE(ASBURY PARTNERS,LLC)					
MARFAL	MARAZITI FALCON, LLP	20-00090	SERVICES RENDERED THRU DEC-19	1,657.50	0.00	
T-48-56-850-000-826	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)					
MARFAL	MARAZITI FALCON, LLP	20-00090	SERVICES RENDERED THRU DEC-19	3,542.50	0.00	
T-48-56-850-000-828	1411 KINGSLEY(178 E.94 ST.REALTY CORP.)					
MARFAL	MARAZITI FALCON, LLP	20-00090	SERVICES RENDERED THRU DEC-19	1,365.00	0.00	
T-48-56-850-000-834	722-724 COOKMAN(C&C COOKMAN DEVELOPMENT)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	20-00103	Invoice 449004 Cookman	16.00	0.00	
	Extd Total:			8,134.50		
	Department Total:			8,134.50		
	CAFR Total:			8,134.50		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			8,134.50		
	Year Total:			66,767.60		
Total Charged Lines: 648 Total List Amount: 1,014,221.70 Total Void Amount:				0.00		

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description	Fund						
CURRENT	0-01	248,854.23	0.00	248,854.23	0.00	0.00	248,854.23
BEACH	0-05	418.89	0.00	418.89	0.00	0.00	418.89
TRANSPORTATION UT	0-06	553.76	0.00	553.76	0.00	0.00	553.76
SEWER UTILITY: BU	0-07	19,049.51	0.00	19,049.51	0.00	0.00	19,049.51
Year Total:		268,876.39	0.00	268,876.39	0.00	0.00	268,876.39
CURRENT	9-01	262,468.70	0.00	262,468.70	0.00	0.00	262,468.70
BEACH	9-05	1,337.11	0.00	1,337.11	0.00	0.00	1,337.11
PARKING UTILITY:	9-06	109,535.09	0.00	109,535.09	0.00	0.00	109,535.09
SEWER UTILITY: BU	9-07	56,637.10	0.00	56,637.10	0.00	0.00	56,637.10
Year Total:		429,978.00	0.00	429,978.00	0.00	0.00	429,978.00
GENERAL CAPITAL F	C-04	247,310.01	0.00	247,310.01	0.00	0.00	247,310.01
SEWER CAPITAL FUN	C-08	571.70	0.00	571.70	0.00	0.00	571.70
Year Total:		247,881.71	0.00	247,881.71	0.00	0.00	247,881.71
GRANT FUND BUDGET	G-02	718.00	0.00	718.00	0.00	0.00	718.00
COMMUNITY DEVELOP	T-17	7,628.42	0.00	7,628.42	0.00	0.00	7,628.42
TRUST OTHER	T-20	28,302.94	0.00	28,302.94	0.00	0.00	28,302.94
PLANNING & ZONING	T-21	14,036.74	0.00	14,036.74	0.00	0.00	14,036.74
HOWELL/ASBURY PAR	T-38	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
ISTAR-2 ESCROW FU	T-42	665.00	0.00	665.00	0.00	0.00	665.00
CITY OF ASBURY PA	T-48	8,134.50	0.00	8,134.50	0.00	0.00	8,134.50
Year Total:		66,767.60	0.00	66,767.60	0.00	0.00	66,767.60
Total of All Funds:		1,014,221.70	0.00	1,014,221.70	0.00	0.00	1,014,221.70

Attachment: Bill List 2-12-20 (2020-85 : Payment of Bills)

Februry 12, 2020 Council Meeting:

Balance Brought Forward from Total List Amount \$ 1,014,221.70

School Tax	741,620.00
Winner Ford	84,024.00
Purple Glaze	<u>55.00</u>
	<u><u>\$ 1,839,920.70</u></u>



RESOLUTION NO. 2020-86

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

TEMP. BUDGET AMEND. 1

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 2020 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 2020 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	\$328,125.00	\$678,125.00
Employee Group Insurance	1,680,000.00	2,680,000.00
Public Employees Retirement System	207,747.00	888,564.98
Police & Fire Retirement System	1,018,325.00	3,921,739.43
Municipal Clerk Other Expenses	6,138.00	20,000.00

I, MELODY HARTSGROVE, Deputy 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. 2020-86 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-87

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

RESOLUTION AUTHORIZING PURCHASE OF LUMBER AND HARDWARE FOR BEACH LOCKERS

WHEREAS, the City of Asbury Park ("City") has a need to purchase lumber and hardware for the fabrication of beach lockers for the 2020 season; and

WHEREAS, the City has solicited and obtained three quotes from Jaeger Lumber Supply Co., Standard Supply Co. Inc. and Woodhaven Lumber and Millwork; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of lumber and hardware to Jaeger Lumber Supply Co. in the amount of \$10,244.25; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 0-05-55-502-000-201. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of lumber and hardware for the fabrication of beach lockers for the 2020 season in the amount of \$10,244.25 and a copy of this Resolution shall be provided to the Beach Manager, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, Deputy 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. 2020-87 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS 12th DAY OF February, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



Belmar
800 12th Ave.
Belmar, New Jersey 07719
732-681-1900
www.jaegerlumber.com

Order for Delive

Order No **564164**
Order Date 02/04/20

Invoice Address
ASBURY PARK
1 MUNICIPAL PLAZA
ASBURY PARK, NJ, 07712

Delivery Address
1 MUNICIPAL PLAZA
ASBURY PARK, NJ, 07712

Customer
Your Ref beach l
Delivery On 02/25
Taken By John N
Sales Rep
Contact Name prices good for 30
Contact Number 732-775
This is a

Goods received in good condition

Signature _____



Page

Special Instructions

Notes

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	4834ABM	4X8 3/4 AB MARINE FIR PLYWOOD	62 ea	80.00	ea	4,960
2	48716OSB	4X8X7/16 ORIENTED STRAND EXT B	16 ea	9.73	ea	155
3	34ULTW	3/4 4X8 UL SYP treated .06 MCA	16 ea	40.13	ea	642
4	2412TW	2X4X12 #1 SYP treated .15 MCA 105/12	105 ea	7.52	ea	789
5	1412DTW	1X4X12 D&BTR SYP treated .06 MCA 75/12	75 ea	6.19	ea	464
6	54612TW	5/4X6X12 SELECT SYP treated .15 MCA 36/12	36 ea	9.50	ea	342
7	2245TW	2X2X48 #1SYP SQ2E TREATED BALU .06 MCA	120 PC	1.22	PC	146
8	4408TW	4X4X8 #1 SYP GROUND CONTACT .15 MCA 36/8	36 ea	12.09	ea	435
9	PLP11	Loctite PL Premium Polyurethane Adhesive 10 Oz	75 ea	4.20	ea	315
10	N342-501	NATIONAL V285 2PK 4IN X-HEAVY T-HINGE STAINLESS	90 ea	8.24	ea	741
11	N342-477	NATIONAL V839 5IN STAINLESS XHD BARREL BOL	45 ea	17.41	ea	783
12	5000116	Bostitch 15 deg. 11 Ga. Ring Shank Angled Coil Nails 2 in. L x 0.092 in. Dia. 3,600 pk	3 CTN	122.41	CTN	367
13	5000115	Bostitch 15 deg. 11 Ga. Ring Shank Angled Coil Siding Nails 1-1/2 in. L x 0.09 in. Dia. 3,600 pk	1 ea	101.72	ea	101

Total Amount	\$10,244.
Sales Tax 6.63%	\$0.
Order Total	\$10,244.

Attachment: Lumber for Beach Lockers (2020-87 : Purchase of Lumber and Hardware for Beach Lockers)



PHONE NO. : 7329180742

Oct. 18 2019 11:31 AM

3.H.3.a

INVOICE



STANDARD SUPPLY CO., INC.
Building Supplies, Salvage & Antiques
PO Box 888/41 Shark River Rd.
Norton NJ 07753
732-922-1200 Fax 732-918-0742

CITY OF ASBURY PARK
1 MUNICIPAL PLAZA

ASBURY PARK, NJ 07712

INVOICE NUMBER	
SALESPERSON	DATE OF INVOICE
SHIP TO	ESTIMATE 2020
	773-2100/775-0900
	FAX 732-775-8160
BEACH LOCKERS	
ATT: DOUG WARICK	

ACCOUNT#	DATE ORDERED	SHIPPED VIA	TERMS	YOUR ORDER
111002				
QUANTITY	CODE	DESCRIPTION	UNIT PRICE	AMOUNT
62	100	4X8 3/4 MARINE PLYWOOD	\$90.00	\$5,580.00
16	100	4X8 1/2 OSB SHEATHING	\$20.00	\$320.00
16	100	4X8 3/4" PRESS TREATED CDX	\$40.00	\$640.00
105	1242C	2X4-12' ACO#1 P/T SYP	\$9.00	\$945.00
N/A → 1	1142C	1X4-12' CCA#1 GYP- N/A	\$0.00	\$0.00
36	1562C	5/4X6-12' PREM P/T SYP	\$14.99	\$539.64
120	100	2X2-4' P/T BALUSTERS	\$1.89	\$226.80
36	1448C	4X4-8' #2 ACO P/T SYP	\$13.95	\$502.20
90	600	N342-808 S/S 4" T-HINGES NATION	\$7.00	\$630.00
45	600	N342-477 S/S 5" BARREL BOLTS	\$18.95	\$852.75
75	200	100Z TUBES PL-PREMIUM ADHESIVE	\$4.50	\$337.50
3	600	C6R90BD-SS BOSTICH COIL NAILS	\$139.00	\$417.00
1	600	C4R90BD-SS " "	\$119.00	\$119.00

Received By _____

NOTICE: MATERIALS RETURNED WITH OUR PERMISSION SUBJECT TO A 10% HANDLING CHARGE. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE WITHIN 5 DAYS AFTER DELIVERY. A ONE AND ONE HALF PERCENT (1 1/2%) FINANCE CHARGE (MINIMUM 25¢) (ANNUAL PERCENTAGE RATE 18%) WILL CHARGED ON ALL PAST DUE BALANCES. ALL DELIVERIES ON PRIVATE PROPERTY MADE ONLY AT OWNERS AND/OR CONTRACTORS RISK. DELIVERIES UNDER \$50.00. A \$7.50 DELIVERY CHARGE WILL BE ADDED.

TAX	
DISCOUNT	
TOTAL →	11109.8

Attachment: Lumber for Beach Lockers (2020-87 : Purchase of Lumber and Hardware for Beach Lockers)

1303 RICHMOND AVE.
POINT PLEASANT BEACH, N.J. 08742
PHONE: 732-295-8800
FAX: 732-295-4935



WWW.WOODHAVENLUMBER.COM

725 EAST BAY AVE.
MANAHAWKIN, N.J. 08050
PHONE: 609-597-1118
FAX: 609-597-8727

200 JAMES ST.
LAKEWOOD, N.J. 08701
PHONE: 732-901-5518
FAX: 732-901-8895

Quotation



Invoice Address
JOHN FREDERICKS - C.O.D.
***C.O.D. SALES ***
ENTER CUSTOMER'S NAME
IN P.O. FIELD, NEW JERSEY

Delivery Address
CITY OF ASBURY PARK
BEACH LOCKERS
IN P.O. FIELD, NEW JERSEY

Contact: DOUG WARWICK

*08-705-4883

Page 1 of 1

Account	Customer P.O. #	Sales Rep	Taken By	Quote #	Quote Date	Expiry Date
CODJF	CITY OF ASBURY PARK	John Fredericks	John Fredericks	652785	10/18/2019	10/31/2019

Special Instructions	Notes

Line	Product Code	Description	Qty/Ordered	Units	Price	Total
1		PRICE QUOTE VALID UNTIL END OF MONTH ONLY!				
2	34ABMP	4X8-3/4" AB MARINE PLYWOOD	62 pc	1,984 sf	3,197.70	6,344.24
3	716ASP	4X8-7/16 OSB	16 pc	512 sf	309.00	158.21
4	34TBC	4X8-3/4 BC TREATED PLYWOOD UC4A MC	16 pc	512 sf	1,555.00	796.16
5	2412T	2X4-12 TREATED SYP #2&BTR UC4A MC 105/12	105 pc	840 bf	1,060.00	890.40
6	zz_SO_TREATED _3942	1X4-12' SYP #2 TREATED MCA GC .15 SPECIAL ORDER ITEM	75 ea	75 ea	6.25	468.75
7	54612T	5/4X6-12 TREATED SYP STANDARD UC4A MC 36/12	36 pc	270 bf	1,090.00	294.30
8	224T	2X2-4 TREATED SYP #1&BTR SQE 120/4	120 pc	160 bf	1,155.00	184.80
9	6961692	ADHESIVE POLYU INTR EXTR 100Z PL PREM	75 ea	75 ea	5.99	449.25
10	S13A200SNC	2"X.090 RING COIL Stainless Steel 3M C6R90DSS SC6DRSS	3 BOX	3 BOX	120.04	360.12
11	S18N150FNJ	1-1/2" 18GA 304SS STRAIGHT BRAD 5M	1 ea	1 ea	49.89	49.89
12		** STANLEY HINGES & BOLTS BY OTHERS **				
13	FUEL Charge - LAKEWOOD	Fuel Charge - LAKEWOOD				10.00
14	Delivery Charges - LK LUMBER	Delivery Charges - LK				15.00

Above Material is from a request provided by you (or your representative)
If the above Material Listed is considered "SPECIAL ORDER" it is Non-Refundable.
The Product Code above will start with 'zz' which identifies the product as
"SPECIAL ORDER"

Total Amount	\$10,021.12
Sales Tax @ 6.625%	\$663.90
Quotation Total	\$10,685.02

no hardware
= about
1525.00

10,021.12
1,525.00
11,546.12
25.00 Del. truck

Attachment: Lumber for Beach Lockers (2020-87 : Purchase of Lumber and Hardware for Beach Lockers)



RESOLUTION NO. 2020-88

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

RESOLUTION AUTHORIZING PURCHASE OF SPEED CUSHIONS

WHEREAS, the City of Asbury Park ("City") has a need to purchase speed cushions;
and

WHEREAS, the City has solicited and obtained three quotes from Traffic Logix Corporation, Garden State Highway Products, Inc and Traffic Safety Store; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of speed cushions to Traffic Logix Corporation in an amount of \$22,501.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 0-06-55-505-000-201. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of speed cushions in the amount of \$22,501.00 and a copy of this Resolution shall be provided to the Director of Transportation, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, Deputy 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. 2020-88 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS 12th DAY OF February, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

Page | 1

Quote Number QUO-06131-S3G7X1
Created Date 1/31/2020
Expiration Date 2/14/2020
Prepared by Mark Gregory

QUOTATION

Contact: Michael J. Manzella, PP, AICP
Phone: 732-502-5727
Email: michael.manzella@cityofasburypark.com

1 Municipal Plaza
Asbury Park, New Jersey 07712

Shipping Address:

1 Municipal Plaza
Asbury Park, New Jersey 07712

Standard Features (Included)

- Prices Shown include - Required Adhesive, Bolts and Anchors (Specified as 4" or 7")
- Color and Markings as Indicated

Special Notes

Total of 4 locations with the following markings in each location:



Quote Line Items – All Prices shown are in \$USD

Product	Product Code	Quantity	Sales Price	Total Price
Speed Cushion - 7' x 6' x 3" - MUTCD (1) Arrow	SC-070603-M	24.00	\$894.00	\$21,456.00
T Bar Installation tool	23597	1.00	\$25.00	\$25.00
SDS-Plus Shank Rotary-Hammer Drill Bit.9/16"Bit, 16 Drilling Depth, 18-3/4" Overall Length.	23596	2.00	\$65.00	\$130.00
Rubber products 7" Bolts and Anchors (Included with Product Purchase ONLY)	Rubber 7" Bolts and Anchors (Included with Product Purchase ONLY)	1.00	\$0.00	\$0.00



Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

Page | 2

Quote Number QUO-06131-S3G7X1

Created Date 1/31/2020

Expiration Date 2/14/2020

Prepared by Mark Gregory

Totals

Subtotal	\$21,611.00
Freight	\$890.00
Sales Tax (if applicable)	\$0.00
Grand Total	\$22,501.00

Terms: 1% - 10 Days - Net 30 We also accept: MC - VISA - AMEX**IF TAX EXEMPT: Please Provide Tax Exempt Certificate with Order****Delivery Requirements**

Please Indicate the availability of the following as this determines the freight costs:

1. Do You have a Loading Dock? - Yes/No
2. Do you have a Fork Lift and Pallet Jack to unload? - Yes/No
3. Can access be gained by a 53 foot truck for delivery? - Yes/No
4. Is the delivery address a Construction site? - Yes/No
5. Is the delivery address a Military site? - Yes/No
6. If shipping to Military site, is a U.S. Driver required? - Yes/No N/A

Quote Acceptance Information

Signature Michael Manzella
 Name Michael Manzella
 Title Deputy City Manager
 Date 1/31/2020

Thank you for choosing Traffic Logix. Please sign and return to:

mgregory@trafficlogix.com
 Mark Gregory
 Senior Account Manager
 866-915-6449

Please complete to set up new account: <https://trafficlogix.com/business-application-form/>

Attachment: Speed Cushions (2020-88 : Purchase of Speed Cushions)



GARDEN STATE
HIGHWAY PRODUCTS, INC.

Garden State Highway Products, Inc.
301 Riverside Dr.
Millville, NJ 08332
856-692-7572 Fax: 856-692-6797

Sales Quote

Page:

Sales Quote Number: SQT00990
External Document #:
SalesPerson Josh Brow
Shipment Method Delive
Sales Quote Date: 1/31/202
Payment Terms: Net 30 Day
Email: michael.mazella@c
Ship-To Email: michael.manzella@
tyofasburypark.coi

Bill to:
Asbury Park, City of
1 Municipal Plaza
Asbury Park, NJ 07712

Ship to:
Asbury Park, City of
Michael J. Manzella
Public Works Yard
9 Main Street
Asbury Park, NJ 07712

Line #	Item No.	Description	Qty.	Unit Cost	Discount	Amount
1	NONINV	Speed Cushion-7'x6'x3" W/ Hardware	24 EA	1,150.00		27,600.00
		ITEMS TO BE DROP SHIPPED				
		DELIVERED PRICING				

Sales Quote valid for 30 days from Sales Quote Date

Subtotal: \$ 27,600.00
Invoice Discount: \$ 0.00
Freight \$ 0.00
Tax: \$ 0.00
Total: \$ 27,600.00

Attachment: Speed Cushions (2020-88 : Purchase of Speed Cushions)

Tracy Lizardi

From: Jennifer Littles <jenniferl@trafficsafetystore.com>
Sent: Monday, January 27, 2020 12:55 PM
To: purchasing@cityofasburypark.com
Subject: RE: [ATTACHMENT]: Your Quote from Traffic Safety Store # QTE000331732

Good morning,

Sorry about the delay. We don't carry the products listed below. Please let me know if you have any additional questions. Thank you

From: purchasing@cityofasburypark.com [mailto:purchasing@cityofasburypark.com]
Sent: Monday, January 27, 2020 12:43 PM
To: jenniferl@trafficsafetystore.com
Subject: RE: [ATTACHMENT]: Your Quote from Traffic Safety Store # QTE000331732
Importance: High

Good Morning Jennifer,
 I am just following up on the below email.
 Can you please provide a quote as soon as possible?
 Thank You,
 Tracy

Tracy A. Lizardi
 Director of Purchasing
 Assistant CFO
 City of Asbury Park
 Municipal Plaza
 Asbury Park, NJ 07712
 P:732-502-5710
 purchasing@cityofasburypark.com

Visit, Follow, Sign-up & Watch
www.cityofasburypark.com
 FB @CityofAsburyParkNJ and @inAsburyParkNJ
 Twitter @inAsburyParkNJ and @APCmtEvents
 Instagram @CityofAsburyParkNJ
www.NextDoor.com
www.Nixle.com
 APTV Verizon Fios Ch. 30 & Cablevision Ch. 77

Attachment: Speed Cushions (2020-88 : Purchase of Speed Cushions)



RESOLUTION NO. 2020-89

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

RESOLUTION AUTHORIZING PURCHASE OF NEW ROLLING DOOR FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City of Asbury Park ("City") has a need to purchase new rolling door for the Department of Public Works; and

WHEREAS, the City has solicited and obtained two quotes from Liberty and Merchantville Overhead Door Company Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of new rolling door to Liberty in an amount of \$8,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 0-01-26-290-000-218. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of new rolling door in the amount of \$8,000.00 and a copy of this Resolution shall be provided to the Superintendent of Public Works, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, Deputy 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. 2020-89 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS 12th DAY OF February, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



NJ CONTRACTOR #
13VH06874000

Job Information 9 Main St. Asbury Park NJ 07712

Bid Date 12/30/2019

Customer Asbury Park DPW

Salesman Brian Dillonair

Cell # 732-552-5158

Phone #: 732-286-3667

Fax #: 609-693-1706

Contact: Joe

Phone #: 732-810-2067

FAX #:

Email #: mechanic@cityofasburypark.com

Email #:

Address

bdillonair@libertydoorandaw
ning.com

717 Old Shore Rd.
Forked River, NJ 08731

Proposal Details

<u>Qty</u>	<u>Item Information</u>	<u>Unit Net Price</u>	<u>Ext. Net Price</u>
1	Cornell CESD10 Rolling steel flat slat 22 gauge 10'x14', gray, 8 windows 5 slats high center, single guide weathering, hood bafflefully installed		\$8,000.00
1	Liftmaster GH501L5 1/2HP Gearhead motor right side with chainhoist override, 3 button station, CPU photo eyes.....fully installed		Included
1	Take down/take away		

Bay
Door #2

TOTAL	\$8,000.00
DEPOSIT	\$4,000.00
DUE UPON COMPLETION	\$4,000.00

Notes

Accepted by:

Date:

Attachment: Rolling Door for DPW (2020-89 : Purchase of a New Rolling Door for the DPW)

Merchantville Overhead Door Company Inc.

220 Kaighn Ave, Camden, NJ 08103
856-338-1314 / 609-261-3393 / FAX 856-338-1316

State Contract # : 85293

From: Ken Holland

Cell: 609-680-1036

kenmohd@aol.com

Bid #

201008

Bid Date:

01/13/20

To: City of Asbury Park
9 Main St.
Asbury Park, NJ 07712

Attn: Joe Gluffi
mechanic@cityofasburypark.com

Ph. # 732.510.2067

Fx #

Job Location: Maintenance Shop

For: Steel Rolling Door & Operator

Price: \$ 10,429.06

Merchantville Overhead Door Company Inc. Proposes To:

Furnish & Install:

(1) 10'0" x 14'0" Raynor Duracoll Non-Insulated Steel Rolling Door Grey
E-Guides, Curtain, Counter Balance Tube, Hood With Baffle
Guide Seal

(1) CSH423 Raynor Commercial Operator
3/4 HP, 208 Volts, Three Phase, Hoist Back Up
Safety Edge, Coil Cord, Junction Box, Retainer

45 Vision lites - 9 lites per slat - 5 slats high - in 3 groups of 15 at 5'6" high

*Buy
Door #2*

Commodity Code: 150-55-028970	Line 55	Labor =	\$2,112.00
88.00 per hour per man x 2 men x 12 hours			
Commodity Code: 150-55-028972	Line 57	Parts	
Parts =			15994.35
48 % Discount =			7,677.29
Parts Total =			8,317.06
			10429.06

Acceptance (Signature)

Acceptance (Print)

P.O. Number

Req. Number

Date

This quote is valid for 15 days from date above.

ALL ELECTRICAL BY OTHERS.

**THE ABOVE PROPOSAL IS BASED ON A VISUAL INSPECTION ON
NOT INCLUDED IN THIS PROPOSAL IS ANY HIDDEN DAMAGE THAT MAY BE UNCOVERED
OR ANY ADDITIONAL DAMAGE THAT MAY OCCUR PRIOR TO THE START OF THE REPAIR.
IF ADDITIONAL WORK IS REQUIRED, THIS WILL BE BROUGHT TO MANAGEMENT'S
ATTENTION FOR APPROVAL. TO PROCEED, PLEASE SIGN and FAX BACK**

Attachment: Rolling Door for DPW (2020-89 : Purchase of a New Rolling Door for the DPW)



RESOLUTION NO. 2020-90

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

RESOLUTION AUTHORIZING PURCHASE OF THERMAL IMAGING CAMERAS FOR THE FIRE DEPARTMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase thermal imaging cameras for the Fire Department; and

WHEREAS, the City has solicited and obtained two quotes from Municipal Emergency Services and New Jersey Fire Equipment; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of thermal imaging cameras to Municipal Emergency Services in an amount of \$6,142.50; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts T-20-56-850-882-801. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of thermal imaging cameras in the amount of \$6,142.50 and a copy of this Resolution shall be provided to the Fire Chief, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, Deputy 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. 2020-90 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS 12th DAY OF February, 2020.

**MELODY HARTSGROVE
DEPUTY CITY CLERK**



66 Firemens way
Poughkeepsie NY 12603
United States

Quote

Date	01/31/2020
Quote #	QT1333524
Expires	03/01/2020
Sales Rep	Graves, William
PO #	
Shipping Method	FedEx Ground

Bill To

Asbury Park Fire Department
800 Main St
Asbury Park NJ 07712

Ship To

Asbury Park Fire Department
800 Main St
Asbury Park NJ 07712

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
RQ-FFAX			Seek Reveal Fire PRO	9	656.25	5,906.25
RT4-4504			SEEK TIC Gear Keeper with Aluminum Carabiner	9	26.25	236.25

Subtotal	6,142.50
Shipping Cost (FedEx Ground)	0.00
Total	\$6,142.50

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1333524

New Jersey Fire Equipment

119-131 Route 22 East
 GreenBrook N.J. 08812
 P:732 968 2121 F: 732 968 4724
 www.njfe.com

Estimate

Date	Estimate #
1/28/2020	52440

Name / Address
Asbury Park Fire Department 800 Main Street Asbury Park, New Jersey 07712

			Project
Description	Qty	Rate	Total
Reveal Fire PRO TIC with Flashlight Includes Lanyard	9	750.00	6,750.00
Total			\$6,750.00

Attachment: Thermal Imaging Cameras - Fire Department (2020-90 : Purchase of Thermal Imaging Cameras for the Fire Department)



RESOLUTION NO. 2020-91

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

RESOLUTION AUTHORIZING THE USE OF CONTRACTS WITH APPROVED OMNIA PARTNERS GOVERNMENT PURCHASING ALLIANCE NATIONAL CO-OP VENDORS

WHEREAS, the City of Asbury Park, pursuant to P.L. 2011.c.139; N.J.S.A.40A:11-12 and N.J. A.C. 5:34-7.29 and per Local Finance Notice 2012-10, may by resolution and without advertising for bids, purchase goods under the OMNIA Partners Government Purchasing Alliance National Coop for any national and/or regional cooperative entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, the City of Asbury Park has the need on a timely basis to purchase goods and services utilizing the OMNIA Partners Government Purchasing Alliance National Coop; and

WHEREAS, the City of Asbury Park is a member of the OMNIA Partners Government Purchasing Alliance National Coop Membership ID 1022486; and

WHEREAS, the City of Asbury Park may enter into contracts with the referenced OMNIA Partners Government Purchasing Alliance National Coop vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current OMNIA Partners Government Purchasing Alliance National Coop; 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 authorizes the Purchasing Agent to purchase certain goods from those approved OMNIA Partners Government Purchasing Alliance National Coop for the 2020 calendar year pursuant to all conditions of the individual awarded bids; and

BE IT FURTHER RESOLVED that the CFO shall certify to the availability of sufficient funds prior to the expenditure of funds for such goods; and

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

I, MELODY HARTSGROVE, Deputy 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. 2020-91 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS 12th DAY OF February, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-92

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

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE FIRM OF ARH, INC. TO PERFORM SPECIAL PROJECTS ENGINEERING SERVICES.

WHEREAS, there is a need for the City of Asbury Park (the “City”) to appoint a licensed Professional Special Projects Engineer to perform certain professional special project engineering services (the “services”) for the City, for the time period from January 1, 2020 through December 31, 2020; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. (specifically at N.J.S.A. 40A:11-5(1)(a)), as the services are being provided by a person(s) authorized by law to practice a recognized profession; and

WHEREAS, the Local Public Contracts Law authorizes the awarding of a contract for “professional services” without public advertising for bids and bidding therefor, provided that the Resolution authorizing the contract and the contract itself are available for public inspection in the office of the Municipal Clerk and that notice of the awarding of the contract is published in a newspaper of general circulation in the municipality; and

WHEREAS, the firm of ARH, Inc. (also referenced as the “Firm”) of Hammonton, New Jersey, submitted a proposal to provide the necessary professional services to the City, pursuant to the terms and conditions set forth in the attached proposed form of contract; and

WHEREAS, the Firm has demonstrated that it has extensive experience in the Engineering field, and that its services will be of benefit to the City; and

WHEREAS, the retention of the Firm has been effectuated through a “non-fair and open” (a/k/a restricted) process pursuant to and in accordance with the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the “Pay-to-Play Law”), and the Firm has submitted all necessary documents in compliance with the Pay-to-Play Law; and

WHEREAS, said appointment shall be subject to and contingent upon certification of adequate funding for the services by the City’s Chief Financial Officer.

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

1. That the ARH, Inc. (the “Firm”) is hereby appointed to perform professional special project engineering services for the City, for the time period from January 1, 2020 through December 31, 2020.
2. That this appointment is subject to and contingent upon certification of adequate funding for the services by the City’s Chief Financial Officer.
3. That, subject to the provisions of Paragraph 2 above, the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached contract between the City and the Firm for the aforementioned professional services.
4. That this contract is awarded without competitive bidding as a “professional service” in accordance with N.J.S.A. 40A:11-5 of the Local Public Contracts Law of New Jersey.
5. That this contract is also awarded through a “non-fair and open” (a/k/a restricted) process pursuant to and in accordance with the State’s Pay-to-Play Law.
6. That notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
7. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Richard Rehmann & Heggan Associates, ARH, Inc;
 - b. Donna M. Vieiro, Acting City Manager;
 - c. JoAnn Boos, Chief Financial Officer;
 - d. Edward M. Sasdelli, MPA, QPA, RMC, State Fiscal Oversight Monitor;
and
 - e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, Deputy 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. 2020-92 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS 13th DAY OF February, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

PROFESSIONAL SERVICES CONSULTING AGREEMENT

This Agreement made as of the 24th day of January 2019 by and between the **City of Asbury Park**, a municipal corporation of the State of New Jersey, having its principal offices located at Municipal Plaza, Asbury Park, NJ 07712 ("CLIENT"), and **Adams, Rehmann and Heggan Associates, Inc.**, ("ARH"), a corporation of the State of New Jersey, having its principal offices located at 215 Bellevue Avenue, PO Box 579, Hammonton, NJ 08037.

From time-to-time CLIENT may desire the services of ARH, and ARH desires and agrees to perform such services for CLIENT.

Now, therefore, in consideration of the mutual promises and undertakings set forth herein, the CLIENT and ARH agree as follows:

1.0 SCOPE OF SERVICES

ARH shall perform **City Special Projects Engineer** and related services for CLIENT as directed.

2.0 PAYMENT

As full consideration for the services to be performed by ARH hereunder, CLIENT shall pay ARH in accordance with the rate schedule.

3.0 NON-FAIR AND OPEN CONTRACT

This contract has been awarded to ARH under a Non-Fair and Open process as a professional services contract. Attachment A containing Non-Fair and Open Contract Contribution Prohibition Language is incorporated herein.

4.0 TAXES

ARH shall have sole responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws and for filing all required tax forms with respect to any amounts paid by CLIENT to ARH hereunder and any amounts paid by ARH to its Personnel. ARH shall indemnify and hold CLIENT harmless against any claim or liability (including penalties) resulting from failure of ARH to pay such taxes or contributions, or failure of ARH to file any such tax forms.

5.0 CONFIDENTIALITY

5.1 Except as hereinafter specifically provided, all information disclosed by CLIENT to ARH and its personnel pursuant to this Agreement shall be in confidence. ARH and its personnel shall not use such information, except as needed to perform its obligations under this Agreement, and shall take all reasonable precautions to prevent such information from being disclosed to third parties. All materials containing such information shall be returned to CLIENT upon termination this Agreement.

5.2 The following information shall not be considered confidential:

- 1) Information which is publicly known as of the date of this Agreement.
- 2) Information which hereafter becomes publicly known, unless as a result of the fault of ARH.
- 3) Information which CLIENT agrees in writing is not confidential.

6.0 TERMINATION

6.1 This Agreement will expire on December 31, 2019. ARH will be allowed to complete any assigned but unfinished work after December 31, 2019. However, no new work will be initiated under this Agreement.

6.2 CLIENT may, upon written 2-week notice to ARH, terminate this Agreement at any time at its convenience. ARH may also, upon written 2-week notice to CLIENT, terminate this Agreement at any time at its convenience. If this Agreement is terminated, CLIENT's obligation pursuant to

the Agreement shall be limited to payment to ARH, at the payment schedule specified in Exhibit A, for the work completed and not yet paid for by CLIENT at the time of such termination. The obligations of ARH under Sections 4.0, 5.0, 7.0, 10.0 and 11.0 shall survive any termination of this Agreement.

7.0 WARRANTY

7.1 ARH hereby warrants that ARH is not presently under, nor will ARH enter into in the future, any Agreement or other obligation which would in any way prevent, limit or otherwise impair the performance of services to CLIENT or the other obligations of ARH hereunder.

7.2 ARH warrants that its personnel are sufficiently qualified and experienced to perform the services hereunder and that such personnel shall diligently apply themselves to efficiently perform the services in a professional manner. ARH also warrants that, in the event the CLIENT finds the selected personnel not suitable for the services, the CLIENT can terminate the services of such personnel within 1 week of starting the assignment. ARH also warrants that a suitable replacement would be provided within two weeks, thereafter.

8.0 RELATIONSHIP OF PARTIES

The Parties are independent contractors and neither Party shall act as agent for or partner of the other or make any commitments for or on behalf of the other without its prior written consent.

9.0 ASSIGNMENT

All covenants, stipulations, promises and other terms in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest, assignees and legal representatives. However, neither party shall assign this Agreement nor delegate its duties hereunder without the express written consent of the other party.

10.0 PERSONNEL ON PREMISES OF OTHER PARTY; INDEMNIFICATION

ARH, while on the premises of CLIENT, shall comply with all reasonable rules and regulations established at such premises. ARH will maintain strict security (i) with respect to any of CLIENT's facilities to which ARH is granted access by CLIENT and (ii) regarding any materials or information delivered to ARH by CLIENT or developed by ARH in the performance of Services, and ARH shall allow no person, other than its personnel and those of CLIENT, access to such materials, information or facilities.

11.0 WAIVERS

Failure of either Party hereto to enforce any of the provisions of this Agreement, or of any rights with respect thereto, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights or elections, or in any way affect the validity of this Agreement. The failure by any Party hereto to enforce any of such provisions, rights, or elections shall not prejudice such Party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement.

12.0 INVALIDITY

If any provision of this Agreement, or any portion thereof, is subsequently held to be invalid or unenforceable under any applicable statute or rule of law, then that provision or portion notwithstanding, this Agreement shall remain in full force and effect and such provision or portion shall be deemed omitted and this Agreement shall be construed as if such invalid or unenforceable provision or portion had not been contained herein.

13.0 GOVERNING LAW

This Agreement will be governed by and construed in accordance with the substantive laws of the State of New Jersey.

14.0 PUBLICITY

Neither Party shall issue a news release, public announcement, advertisement, or other form of publicity concerning its efforts in connection with this Agreement without the prior approval of the other Party.

15.0 INSURANCE

ARH shall maintain at its expense such insurance as will fully protect ARH from any claims for damage for bodily injury, including death, and for property damage, which may arise from ARH's activities under this Agreement, whether such activities are performed by ARH or by any subcontractor or anyone directly or indirectly employed by either of them. ARH shall provide proof of Worker's Compensation, general liability, automotive liability, and professional liability insurance.

16.0 COMPLETE UNDERSTANDING

Each Party acknowledges that it has read this Agreement (including all Exhibits), and agrees that it is the complete and exclusive understanding between the parties.

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

City of Asbury Park

Witness: _____

By: _____

Printed:

Printed:

Title:

Title:

Date:

Date:

Witness: Loretta Rehmann

Printed: Loretta Rehmann

Title: Secretary

Date: 11/24/2020

Adams, Rehmann & Heggan Associates, Inc

By: Richard Rehmann

Printed: Richard Rehmann

Title: President

Date: 11/24/2020



RESOLUTION NO. 2020-93

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

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

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

WHEREAS, the City has obtained the attached invoice from the Rodger's Group totaling \$11,118.00; 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 0-01-25-240-000-237; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related to the Police Accreditation to The Rodger's Group in a not-to-exceed amount of \$11,118.00; 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, Deputy 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. 2020-93 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS 12th DAY OF February, 2020.

**MELODY HARTSGROVE
DEPUTY CITY CLERK**



THE RODGERS GROUP, LLC

Invoice

Date	Invoice #
12/2/2019	5595

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

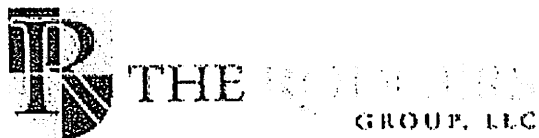
Bill To

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

Project	Terms
Maintenance	Net 30

Quantity	Description	Rate	Amount
	Service and Maintenance of the Asbury Park Police Department Accreditation Policy & Files \$11,118 Annually (Year 3 of 3 year accreditation cycle) One year service and maintenance of all Asbury Park Police Department policies related to the New Jersey State Association of Chiefs of Police accreditation standards. Service and Maintenance to include: Maintaining with consistency, a Rodgers Group, LLC Project Manager who will maintain regular contact with the Asbury Park Police Department related to accreditation. Notifying the Asbury Park Police Department of all updates and rewriting any policies affected by those updates. Maintaining, updating and modifying all Asbury Park Police Department policies related to accreditation so as to ensure they continue to meet	11,118.00	11,118.00
Thank you for your business. Please make checks payable to The Rodgers Group, LLC.		Total	

P-005723



Invoice

Date	Invoice #
12/2/2019	5595

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
	the Asbury Park Police Department business needs and state accreditation standards. Providing specific guidance and oversight to the agencies Accreditation Manager regarding the compilation of "Proofs" related to maintaining accreditation files. Conducting quarterly assessments of the agency's accreditation files to ensure compliance with NJSACOP Standards. Providing oversight and direction for the preparation for the Asbury Park Police Department Re-accreditation efforts. This is the third of three annual installments in this 3 year reaccreditation cycle.		
Thank you for your business. Please make checks payable to The Rodgers Group, LLC.		Total	\$11,118.00



RESOLUTION NO. 2020-94

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO DESIGNATE AP TRIANGLE AS A SUBSEQUENT DEVELOPER AND TO ENTER INTO A SUBSEQUENT DEVELOPER AGREEMENT WITH AP TRIANGLE, LLC FOR THE DEVELOPMENT OF A PORTION OF THE PROPERTY LOCATED AT BLOCK 3203, LOTS 1-5 AND 15-19 AND BLOCK 3206, LOTS 1-4

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

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

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

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

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

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

WHEREAS, the City Council on June 14, 2018 amended the Waterfront Redevelopment Plan and the Redeveloper Agreement to permit development on lots of 15,000 square feet or more and permit an Entity other than the Master Developer to enter into a subsequent redeveloper’s agreement with the City; and

WHEREAS, the City, the Master Developer, and AP Triangle, LLC, with offices at c/o iStar, Attn: Brian A. Cheripka, 1114 Avenue of the Americas, 39th Floor, New York, NY 10039 (the “**Entity**”) desire to enter into a Subsequent Developer Agreement to set forth the obligations of both the City and the Entity with respect to the Project; and WHEREAS, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Entity intends to develop forty-eight (48) residential condominium townhome units (the “**Units**”), in three phases of sixteen units each, as well as Public Open Space to be completed concurrently with the first phase, on portions of property identified as Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4 on the tax maps of the City as set forth on the map attached as Schedule 1 (the “**Project**”) and located in the Redevelopment Area (the “**Project Site**”); and

WHEREAS, pursuant to Sections 2.0 and 9.1 of the Redeveloper Agreement, the City’s Governing Body acting as a redevelopment entity pursuant to N.J.S.A. 40A:12A-4 must first approve the Entity as a Subsequent Developer of the Project on the Project Site; and

WHEREAS, the governing body desires to designate AP Triangle LLC as developer and enter into the Subsequent Developer Agreement attached as Exhibit 1 with the Entity (the “Subsequent Developer Agreement”) for the development of 48 residential units and Public Open Space as depicted in the Project Description which is annexed as Exhibit A to the Subsequent Developer Agreement (the “Project Description”); and

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

Section 1. Designation. The City of Asbury Park designates AP Triangle LLC as a subsequent developer and shall enter into a Subsequent Redeveloper Agreement with AP Triangle, LLC (Exhibit 1) for the development of portions of property identified as Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4 as shown on the tax maps of the City of Asbury Park for the development of 48 residential units and Public Open Space as further set forth in the Subsequent Developer Agreement and Project Description.

Section 2. Recitals. The recitals are fully incorporated herein.

Section 3. Execution of the Agreement. The Mayor of the City of Asbury Park, in the County of Monmouth (the “Mayor” and together with the City Manager and Chief Financial Officer of the City, an “Authorized Officer”) is hereby authorized and directed, upon the receipt from the Master Developer and the Entity of executed counterparts, and upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the Subsequent Developer Agreement as determined by the Authorized Officers in consultation with counsel to the City, to execute the Agreement in the form attached hereto as Exhibit 1 and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City and redevelopment counsel to the City, deems in the Mayor’s sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor’s consent to any such changes thereto.

Section 4. Attestation and Sealing of the Agreement. The Clerk of the City is hereby authorized and directed, upon the execution of the Subsequent Developer Agreement in

accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such document.

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

Section 6. Payment of Outstanding Costs. This Resolution shall be effective immediately upon execution, subject to the condition of Subsequent Developer's full payment of any outstanding costs related to the review of the Project and the negotiation and preparation of the Subsequent Developer Agreement, together with the payment of any outstanding monies which may be due and owing to the City of Asbury Park for any purpose.

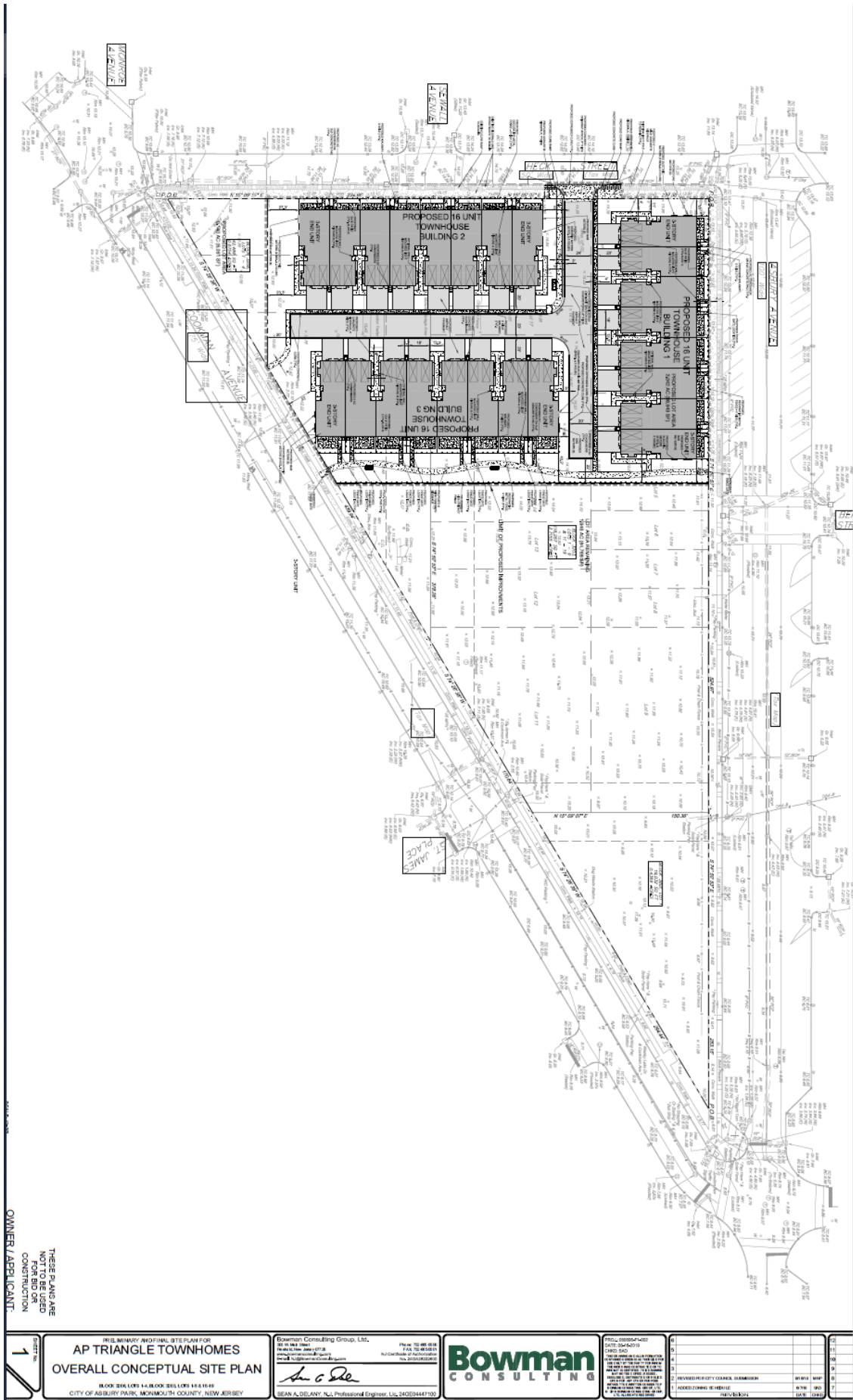
I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-94 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK

Schedule 1
Project Map

Attachment: Schedule 1 (2020-94 : Designate AP Triangle as Subsequent Developer Block 3203, Lots 1-5, 15-19, Block 3206, Lots 1-4)



Attachment: Schedule 1 (2020-94 : Designate AP Triangle as Subsequent Developer Block 3203, Lots 1-5, 15-19, Block 3206, Lots 1-4)

Exhibit A

Attachment: Exhibit A (2020-94 : Designate AP Triangle as Subsequent Developer Block 3203, Lots 1-5, 15-19, Block 3206, Lots 1-4)

SUBSEQUENT DEVELOPER AGREEMENT

BY AND BETWEEN

THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY,

ASBURY PARTNERS, LLC, AS MASTER DEVELOPER

AND

AP TRIANGLE, LLC, AS SUBSEQUENT DEVELOPER

Dated: _____, 2020

276783ver3

4821-6600-3096.v10

TABLE OF CONTENTS

Article 1 – Definitions.....	3
Article 2 - Representations and Warranties.....	6
Article 3 - Covenants and Restrictions.....	7
Article 4 - Project Implementation	12
Article 5 - Prohibition against Assignment and Transfer.....	14
Article 6 - Default and Remedies	16
Article 7 - Cooperation and Compliance.....	18
Article 8 - Mortgage Financing; Rights of the Mortgagee.....	18
Article 9 - Miscellaneous.....	20

276783ver3

4821-6600-3096.v10

SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT made this _____ day of _____ by and between

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

ASBURY PARTNERS, LLC in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at c/o iStar, Attn: Brian A. Cheripka, 1114 Avenue of the Americas, 39th Floor, New York, NY 10039, along with its permitted successors and/or assigns;

AND

AP TRIANGLE, LLC with principal offices at c/o iStar, Attn: Brian A. Cheripka, 1114 Avenue of the Americas, 39th Floor, New York, NY 10039, (including, where applicable, its relevant urban renewal entity affiliate formed pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., the “**Entity**”) (each, a “Party” and collectively, 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**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

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

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects

pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

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

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

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “First Amendment” and the “Amended and Restated Redeveloper and Land Disposition Agreement” together shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity is an Affiliate of the Master Developer; and

WHEREAS, the Entity has submitted to the Master Developer and the City a subsequent developer application (the “**Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to develop forty-eight (48) residential condominium townhome units (the “**Units**”) on portions of property identified as Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4 on the tax maps of the City; and

WHEREAS, after review by the Director of Planning and Redevelopment, the Technical Review Committee (“TRC”) and the City Administration, certain comments and suggestions have been made regarding the Application in order to include certain additional features: and

WHEREAS, as a result of those comments and suggestions, the Entity has agreed to revise the Project to provide that the Project shall be described as more fully set forth in EXHIBIT A, Project Description attached hereto and made a part hereof; and

WHEREAS, in order to implement the Project and facilitate the environmental remediation of the lots, the Entity intends to apply to the Asbury Park Planning Board for approval to merge Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4 and to subdivide

the resulting merged lot into five (5) lots consisting of three (3) lots: one 88,949 sq. ft. lot development lots comprised of 24,103 square feet, 33,067 square feet and 31, 779 square feet, respectively, upon which the Units will be constructed in phases in three (3) buildings and which will be remerged upon completion of construction into a unified, single condominium community; one 6,091 square foot triangular lot located at the corner of Cookman and Heck Avenues (the “Remainder Lot”), collectively, the “**Project Site**”~~;~~; and a third 84,768 sq. ft. triangular lot which is intended for future development-; and

WHEREAS, the City desires that the Remainder Lot be designed, constructed, landscaped, and maintained as landscaped Public Open Space by the Entity as a condition of this Agreement (the “Public Open Space”)and as more specifically described herein; and

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

WHEREAS, the Parties desire to enter into this Subsequent Developer Agreement for the Project Site to set forth the obligations of the Parties with respect to the Project including the Public Open Space,

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

ARTICLE 1 DEFINITIONS

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

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

“Affiliate” shall mean a person or entity which, directly or indirectly, controls, is controlled by, or is under common control with the relevant person or entity.

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, the Land Use Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

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

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

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

“Certificate of Completion” shall mean the Certificate of Completion as set forth in Section 4.06.

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

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

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

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

“Declaration of Covenants and Restrictions” shall mean a written instrument to be executed by the Entity and recorded in the office of the Monmouth County Clerk, in the form annexed hereto as Exhibit 1, intended to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Entity and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project Site and the Project as set forth in Sections 3.02(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement.

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

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

“Entity” shall be defined as set forth in the preamble and shall expressly include any urban renewal entity affiliate of the Entity that executes the Financial Agreement for the Project.

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

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

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

“Financial Agreement” shall mean that certain agreement by and between the City and an urban renewal entity affiliate of the Entity, required to be executed prior to Commencement of Construction, for a long term tax exemption applicable to the Project pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*

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

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

on the Applications for Government Approvals and including approvals from any utility supplier.

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

“Institution” shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee’s welfare, pension or retirement system or any other corporation or organization subject to supervision and regulation by the insurance or banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, provided such Institution has a net worth of not less than \$100,000,000 or assets of at least \$1,000,000,000. iStar Inc. is deemed to be an Institution. A wholly owned affiliate of iStar Inc. funded in whole or in part by iStar Inc. is also deemed to be an Institution. Participatory lending arrangements among Institutions shall be permitted.

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

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

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

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

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

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

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

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

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

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

“Project” shall be defined as set forth in Exhibit A, Project Description.

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

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

“Project Site” shall have the meaning set forth in the Preamble.

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

“Public Open Space” shall have the meaning as set forth in Exhibit A. Project Description .

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

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

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

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

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

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

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

“State” shall mean the State of New Jersey.

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

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

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

“Temporary Certificate of Occupancy” shall mean the certificate provided for at N.J.S.A. 52:27D-133 indicating that a portion of the relevant construction has been completed in accordance with the construction permit, the State of New Jersey Construction Code and other ordinance or regulation implementing the State of New Jersey Uniform Construction Code.

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

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

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

ARTICLE 1A DESIGNATION AS SUBSEQUENT DEVELOPER

1A.01 Designation of Subsequent Developer. On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant to the terms and conditions of the Redevelopment Plan, as amended, the Master Developer Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the first of the following the occur: (i) the Outside Approvals Date, without any further action of any Party hereto, (but only if all conditions subsequent set forth in Section 6.01 hereof are not satisfied on or before such date); (ii) upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; or (iv) or upon an Event of Default, pursuant to the terms in Article 6.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

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

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

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

(c) All requisite action has been taken by the City and all requisite consents have been obtained in connection with the entering into this Subsequent

Developer Agreement and the instruments and documents referenced herein to which the City is a Party, and the consummation of the transaction contemplated hereby, and to the best of the City's knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the City there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the City entering into or performing its obligations under this Subsequent Developer Agreement.

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

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

2.02 Representations and Warranties of the Master Developer

(a) The Master Developer has the legal capacity to enter into this Subsequent Developer Agreement.

(b) The Master Developer is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Master Developer's behalf.

(c) To the best of the Master Developer's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Master Developer pursuant to this Subsequent Developer Agreement.

(d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of (i) the "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended by the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement," approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally

adopted by the City on February 13, 2013 and entitled “AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF,” (the “**Original Infrastructure Ordinance**”), as amended on June 13, 2018 by Ordinance No. 2018-20 (the “**Infrastructure Ordinance**”); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018.

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

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

(b) The Entity is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Entity’s behalf.

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

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

(e) To the best of the Entity’s knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents, are true and correct in all material respects. The Entity acknowledges that the facts and representations contained in the information

submitted by the Entity are a material factor in the decision of the City to enter into this Subsequent Developer Agreement.

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

(g) The Entity is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project in accordance with its obligations under this Subsequent Developer Agreement.

ARTICLE 3

COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City.

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

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

(c) Upon request by the Entity to condemn any restrictions on the real property constituting the Project Site initially imposed by James Bradley, the rights to which, if any, being held by his heirs, successors and assigns, the City agrees to exercise the power of eminent domain in accordance with applicable law on such terms and conditions as are acceptable to the City in its sole discretion at the time of the request.

3.02 Covenants and Restrictions of the Master Developer

(a) Master Developer covenants that it will assist with and participate in a coordinated defense with the City in the event of litigation related to the validity of this Subsequent Developer Agreement, so long as said defense does not involve litigation against an affiliated entity of Master Developer.

(b) The Master Developer covenants that it has reviewed the Application in good faith and has found it acceptable for the purpose of entering into this Agreement.

3.03 Covenants and Restrictions of the Entity.

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been

issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

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

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

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

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under this Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.

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

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Subsequent Developer Agreement.

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

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents during Construction.** The Entity shall make a good faith effort to encourage twenty (20) percent local resident participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

- i. Hold a pre-qualification information session (the “**Workforce Information Session**”), in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage local contractors/subcontractors to bid on the Project.
- ii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage local residents, in the construction of the Project.
- iii. As part of the Workforce Information Session, notify contractors, subcontractors and any then known prospective tenants/operators of the Project of the Workforce Information Session; provide information (to the extent known) to attendees of potential short term and long term positions with respect to the Project; collect resumes and expressions of interest in employment from those who attend; and make those resumes and expressions of interest in employment available to the contractors, subcontractors and any then known prospective tenants/operators of the Project.
- iv. Establish two (2) paid internships annually during the term of this Agreement in the fields of property management, real estate development, and/or construction management with the Entity, an affiliate of the Entity, the general contractor for the Project and/or any subcontractor or then known tenants/operators of the Project.

Applications for the internships can be submitted at the Workforce Information Session.

- v. Establish two (2) apprenticeships, subject to receipt of two (2) qualified applicants, in the construction field annually during the term of this Agreement with the Entity, an affiliate of the Entity, the general contractor for the Project or any then known tenants/operators of the Project. Applications for the apprenticeships can be submitted at the Workforce Information Session.
- vi. Establish four (4) scholarships annually during the term of this Agreement, in the amount of \$2,500 each, to be used in the discretion of the recipient for vocational or academic education. Those who have successfully completed the internships, apprenticeships, or the hotel training program described below shall be eligible for the scholarship.
- vii. Establish one (1) mentorship annually during the term of this Agreement for small businesses to gain experience in large scale construction. Businesses can apply to participate in the mentorship program at the Workforce Information Session.
- viii. Regularly contact and cooperate with the City Manager, or his/her designee, in connection with workforce opportunities. Notify the City Manager of workforce needs for the Project so that the Director may refer qualified City residents to meet the workforce needs of the Project.

(m) **Opportunities for Women and Minorities in Construction**

Jobs: The Entity shall make good faith efforts to encourage women and minority participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

- i. The Entity shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the commencement of construction of the Project.
- ii. Hold the Workforce Information Session, in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project.
- iii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the

required good faith effort to engage women and minorities, in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit. Only Master Developer and its affiliates are permitted to seek modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.11 hereof.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3.04(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of this Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

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

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

3.03 It is intended and agreed that the covenants and restrictions set forth in Section 3.01 and Section 3.02, respectively, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Entity and its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against the City, the Master Developer their successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project Site or any part thereof. Enforcement by City or Master Developer. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.03 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the Master Developer shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

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

3.05 Termination of Declaration. The Declaration of Covenants and Restrictions may be terminated if the Subsequent Developer Agreement is terminated by mutual agreement of the parties or by default. If terminated, the Parties shall prepare a release of the Declaration for execution.

ARTICLE 4

PROJECT IMPLEMENTATION

4.02 4.01 General Scope of Project. It is understood and agreed by and between the Parties that the Entity has the right to develop the Project Site with the Project consistent with the terms of the Entity's Subsequent Developer's Application, Applicable Laws, Governmental Approvals, the Redevelopment Plan, the Redeveloper Agreement, and this Subsequent

Developer Agreement. The Parties acknowledge the Entity's right to make non-material changes to the Project as described in the Application if same are required as a condition of Planning Board approval. Amendments to Application. The Entity shall not make any material change to its Application. In the event of any changes to the Application are proposed, the Entity shall provide copies of all amended plans, applications, or submissions to the City and the Master Developer within ten (10) business days prior to any amended submission to the Planning Board or any Governmental Agency and shall provide the City and Master Developer with not less than ten (10) days' written notice prior to any hearing or meeting related to any amended submission.

4.03 Application for Governmental Approvals for Project Site. Within 30 days of the Effective Date, the Entity shall use commercially reasonable efforts to submit (if not already submitted) and diligently prosecute to conclusion, all other Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. The Entity shall obtain all Governmental Approvals within one (1) year of the Effective Date ("**Outside Approvals Date**"), as may reasonably be extended by formal action of the City Council for up to an additional 120 days, provided that the Entity has utilized good faith efforts to obtain Governmental Approvals but has not yet received same. In no event shall the Outside Approvals Date be extended beyond 120 days without the explicit written consent of all Parties to this Subsequent Developer Agreement.

4.04 Project; Entity Deadlines. With respect to the Project, the Entity shall meet the deadlines and timeframes for the completion of Project activities as set forth in this Section 4.04 and as set forth more fully in the Project Schedule annexed herein as Exhibit B and made a part hereof.

(a) Commencement of Construction for the Project. The Project, which consists of three (3) buildings containing a total of 48 Units, as described the Recitals set forth above, shall be constructed in three (3) phases, described as follows:

- (1) Phase I – One (1) residential condominium townhome building containing sixteen (16) Units, and the construction of the Public Open Space
- (2) Phase II – One (1) residential condominium townhome building containing sixteen (16) Units.
- (3) Phase III – One (1) residential condominium townhome building containing sixteen (16) Units.

(b) No later than 90 days after all Governmental Approvals have been obtained and any applicable appeal period for such Governmental Approvals has expired, with the exception of receipt of Building Permits for Phase I, Phase II and Phase III of the Project, the Entity shall apply for Building Permits and Commence Construction with respect to Phase I of the Project; provided, however, that the Entity shall not Commence Construction prior to the occurrence of all conditions subsequent set forth in Section 6.01(a) – (c) hereof.

(c) Completion of Construction for Phase I of the Project. Not later than twelve (12) months years after receipt of Building Permits for Phase I and all other required Governmental Approvals authorizing the Commencement of Construction of the Project, the Entity shall Complete Construction with respect to Phase I of the Project.

(d) Commencement of Construction for Phase II of the Project. Prior to Completion of Construction for Phase I of the Project, the Entity shall apply for and receive Building Permits for the commencement of construction of Phase II of the Project.

(e) Completion of Construction for Phase II of the Project. Not later than twelve (12) months years after receipt of Building Permits authorizing the Commencement of Construction of Phase II of the Project, the Entity shall Complete Construction with respect to Phase II of the Project.

(f) Commencement of Construction for Phase III of the Project. Prior to Completion of Construction for Phase II of the Project, the Entity shall apply for and receive Building Permits for the commencement of construction of Phase III of the Project.

(g) Completion of Construction for Phase III of the Project. Not later than twelve (12) months years after receipt of Building Permits authorizing the Commencement of Construction of Phase III of the Project, the Entity shall Complete Construction with respect to Phase III of the Project and any other remaining components of the Project.

4.05 Progress Reports. (a) For so long as this Subsequent Developer Agreement shall remain in effect the Entity shall, without the need for a written request, provide quarterly reports to be submitted on February 1, May 1, August 1 and November 1 of each year, to the City and Master Developer, as to the actual progress of the Entity with respect to (i) the acquisition of Government Approvals; (ii) Commencement of Construction of the Project; (iii) Completion of Construction of the Project; (iv) Opportunities for Local Residents, Women and Minorities required by Sections 3.03 (l) (m) and (n); and (v) such other matters consistent with this Subsequent Developer Agreement as the City shall reasonably request be addressed in such reports.

(b) Outcome Assessments. The Entity hereby agrees to provide written reports to the City one year after the completion of construction of the Project, with respect to the internships, apprenticeships and mentorships described at Section 3.03 above, detailing the number of people who participated, the number who successfully completed the program, the number who were hired in the respective field as a result of the program, their job titles, and whether they were still employed in those positions as of the date of the outcome assessment.

4.06 Extensions. Extensions for deadlines set forth in Article 4 shall be as follows. All deadlines contained herein shall be reasonably extended as a matter of right in the event of any Event of Force Majeure. It is the purpose and intent of this provision that in the event of the

occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Entity shall be extended for a reasonable period not less than the period of the enforced delay.

4.07 Certificate of Occupancy and the Certificates of Completion. (a) Upon Completion of Construction pursuant to Section 4.04 with respect to a Unit in the Project, the Entity shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any such Unit in the Project. No Certificate of Occupancy or Temporary Certificate of Occupancy shall be issued until the completion of the Public Open Space, in accordance with the Landscaping Plan, to the satisfaction of the City.

(a) Following the issuance of all of the final Certificates of Occupancy for the Units in the Project (which shall be presumptive evidence of satisfaction of all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Subsequent Developer Agreement, and upon request for the same by the Entity, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations with respect to the Project under this Subsequent Developer Agreement and has completed construction of the Project in accordance with the requirements of this Subsequent Developer Agreement. The Certificate of Completion (which shall be in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the covenants in Article 3 (but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement), with respect to the Project in this Subsequent Developer Agreement and the Redevelopment Plan with respect to the obligations of the Entity to construct the Project within the dates for completion of same. Within thirty (30) days after written request by the Entity, the City shall provide the Entity with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Entity to be entitled to the Certificate of Completion. Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall not be subject to eminent domain as a result of those determinations.

4.08 Intentionally Omitted

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

(a) Sewer connection charges of no less than \$3,220 per unit in accordance with Ordinance adopted February 2, 2005, to be paid in the manner and at the time set forth therein;

(b) Payment to the City of \$2,212 per unit (which shall constitute a credit against the applicable Master Developer's obligation under Article 13 of the Redeveloper Agreement) to offset the costs of affordable housing and other community initiatives in the City, with one-half of such payment to be due concurrently with the application for building permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of occupancy. Once made, such payments shall not be refundable. For the purpose of calculating the credit against the Master Developer's obligation under Article 13 of the Redeveloper Agreement, the issuance of a Certificate of Occupancy for a unit shall constitute proof that the Entity paid the affordable housing fee that was due for that unit; and

(c) Pursuant to the Original Infrastructure Ordinance as amended, including on June 13, 2018 by the Infrastructure Ordinance, the City shall impose a special assessment on the Project and the Project Site equivalent to the benefit conferred or deemed conferred by certain public infrastructure improvements constructed and installed to be constructed and installed by the Master Developer, including public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Redevelopment Area in accordance with the provisions of the Redevelopment Plan.

- (i) The Entity hereby agrees and acknowledges that it has determined to enter into a special assessment agreement with the City pursuant to *N.J.S.A. 40A:12A-66* of the RAB Law, as authorized by the Infrastructure Ordinance (the "**Special Assessment Agreement**").
- (ii) The Parties hereby agree that the Special Assessment Agreement shall be substantially in the form of the agreement attached to the Original Infrastructure Ordinance as Exhibit B, as amended by Ordinance No. 2018-20, the final form of which shall be acceptable to the Master Developer and so accepted in writing by the Master Developer prior to the authorization of such Special Assessment Agreement by the City and the Entity.
- (iii) The Parties hereby agree that, for purposes of calculating the special assessment, the Special Assessment Agreement shall provide that the assumed sales prices of the Units until sold shall be those prices set forth in Exhibit 2 attached hereto, unless otherwise agreed to in writing by all

Parties. Nothing shall prohibit the Entity from selling the Units for more than the assumed sales prices set forth in Exhibit 2.

- (iv) The Parties hereby agree that the first installment of the special assessment under the Special Assessment Agreement shall commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility of a Unit for the issuance of a Certificate of Occupancy; and (ii) the expiration of the construction interest period on the RABs. As set forth in Section 6.03(d)(ii), the actual construction interest period (not to exceed two (2) years) shall be selected by the Subsequent Developer no later than the execution of the Special Assessment Agreement, based upon its good faith estimate of the construction period for the Project. Nothing in this Section 4.09(c)(iv) shall affect the deadlines and timeframes set forth in Section 4.04 hereof.
- (v) The Parties hereby agree that the Entity, and not the Master Developer, shall be responsible for payment of the Deficiency Amount, if any, and the Special Assessment Agreement shall provide as such.

ARTICLE 5

PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

5.01 Prohibition against Transfers of Interests by the Entity. The Entity recognizes the importance of the Project to the general welfare of the community and that the identity of the Entity and its qualifications are critical to the City and Master Developer in entering into this Subsequent Developer Agreement particularly in view of the public aids that have been made available for the purpose of making such redevelopment possible. Except as is otherwise provided by the Subsequent Developer Agreement, Applicable Laws and/or the Financial Agreement, the City and Master Developer consider that a transfer of the ownership of the Entity or of any part thereof or any other act or transaction involving or resulting in a change in the ownership of the Entity, is for practical purposes, a transfer or disposition of the Project then owned by the Entity. The Entity recognizes that it is because of such qualifications and identity that the City and Master Developer are entering into this Subsequent Developer Agreement with the Entity, and, in so doing, the City and Master Developer are relying on the obligations of the Entity and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by the Entity hereunder.

As a result of, but subject to, the terms of the preceding paragraph, prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, the Entity agrees for itself and any successor in interest that (i) there shall be no transfer by any owner of any controlling interest in the Entity, or by any successor in interest to such owner of any interest in the Entity, (ii) nor shall any such owner or successor in interest suffer any such transfer to be made, (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Entity or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of the Entity, by any other method or means, whether by increased

capitalization, merger with another corporation, partnership, or limited liability entity or otherwise. For purposes of this Subsequent Developer Agreement, the term “owners” is defined to include the interests of the members of the Entity, as the case may be, and the owners of such members, partners, or shareholders.

5.02 Exemptions from Prohibited Transfers. Notwithstanding the foregoing, following notice to and with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed, the following shall not constitute a prohibited transfer, for purposes of Section 5.01: The assignment by the Entity of its rights under this Subsequent Developer Agreement upon the following conditions: (i) the assignee of the Entity must be an entity controlling, controlled by, or under common control of the Entity or iStar Inc.; (ii) the assignee of the Entity shall assume all of the obligations of the assignor Entity hereunder, but the assignor Entity shall remain primarily liable for the performance of such Entity’s obligations, (iii) the Entity may transfer or assign its obligation to design, construct, landscape, and maintain the Public Open Space to the Master Developer upon notice to the City (iv) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer, (v) such assignment does not violate any of the Governmental Approvals.

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

5.04 Consent to Permitted Transfers. (a) The City and Master Developer hereby consent, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Entity to a Permitted Mortgagee for the purpose of obtaining the financing necessary to enable the Entity or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Subsequent Developer Agreement with respect to Completion of the Project and any other purpose authorized by this Subsequent Developer Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Entity to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project; (iii) any transfer of all or portions of the real property comprising the Project Site from its current owner to the Entity; (iv) any contract to sell a unit in the Project to a purchaser and/or the sale of such unit upon its completion and the issuance of a Certificate of Occupancy; and (v) any lease or occupancy agreement(s) for all portions of the Project or the Project Site, provided that the same are in compliance with the Financial Agreement.

(b) With respect to any of the Transfers listed in Section 5.04(a), (i)-(iii) the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description

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

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

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

5.07 Transfer of Title to Public Open Space. The Subsequent Developer shall, upon completion of the Public Open Space, transfer title of the Public Open Space to the City for the consideration of one (1) dollar. The Subsequent Developer, or its permitted transferee or assignee, shall continue to maintain the Public Open Space, for a period of five (5) years from the date of construction.

(a) Time and Place of Closing. The closing of title to the Public Open Space from the Subsequent Developer to the City (the "Closing"), shall occur as soon as practicable after the first issuance of any Certificate of Occupancy for any Units, but in no event later than six (6) months from the issuance of the final Certificate of Completion for Phase I of the Project. Title shall close on a mutually agreeable date at the offices of the City's Corporation Counsel or such other place as the Subsequent Developer and the City may mutually agree.

(b) Transfer of Ownership. At Closing, the Subsequent Developer shall provide the City with a properly executed Bargain and Sale Deed with Covenants Against Grantors' Acts for the Property (the "Deed"), a properly executed affidavit of consideration or exemption, and such other documentation as may reasonably be requested by the City or its title company.

ARTICLE 6

DEFAULT AND REMEDIES

6.01 Automatic Termination of Subsequent Developer Agreement. This Subsequent Developer Agreement, including, without limitation, the Entity's designation as a Subsequent Developer, shall automatically terminate, without any further action of any Party after notice and opportunity to cure in accordance with Section 6.02, 6.03 or 6.04 as applicable, if each

and every of the following conditions subsequent are not completed on or before the Outside Approvals Date::

- (a) Entity has obtained all Governmental Approvals;
 - (b) Financial Agreement is authorized, executed, and delivered by each of the Entity and the City;
 - (c) Special Assessment Agreement, in form consented to by Master Developer in writing, is authorized, executed, and delivered by the City and the Entity; and
 - (d) City issues one or more series of bonds (non-recourse to the City) pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. (“**RABs**”).
- (i) The terms and conditions of the RAB shall be in accordance with and as further set forth in the Redeveloper Agreement, including, without limitation: (1) the RABs shall be primarily secured by the pledged portion of the special assessment provided under the Special Assessment Agreement (the “**Pledged Special Assessment**”); (2) the RABs shall be issued on federally tax-exempt basis to the extent permitted by applicable law; and (3) the proceeds of the RABs shall be made available to the Master Developer for the construction of, or reimbursement for, infrastructure improvements benefitting the Project.
 - (ii) The RABs shall have a reasonable construction interest period, not to exceed two years (2) from the date of issuance of the RABs. The actual construction interest period (not to exceed two (2) years) shall be selected by the Subsequent Developer no later than the execution of the Special Assessment Agreement, based upon its good faith estimate of the construction period for the Project. Nothing in this Section 6.03(d)(ii) shall affect the deadlines and timeframes set forth in Section 4.04 hereof. The RAB purchaser will determine whether to accrue interest during the construction period, or fund it (capitalized interest) with a portion of the proceeds of the RABs.
 - (iii) For purposes of sizing the RABs, the assumed sales prices of the Units shall be those prices set forth in Exhibit 1 attached hereto, unless otherwise agreed to in writing by the Parties.
 - (iv) The indenture of trust (supplemental or otherwise) providing for the issuance of the RABs shall provide, at a minimum, that, to the extent the actual amount of aggregate Pledged Special Assessments payable by the owners of the Units upon sale of all Units (the “Actual Pledged Special Assessments”) is greater than the amount of the Pledged Special Assessments assumed at the time of issuance of the RABs (the “Projected Pledged Special Assessments,” and the difference between the Actual

Pledged Special Assessments and the Projected Pledged Special Assessments, the “Surplus Pledged Special Assessments”), the City may, after receipt of a written request of the Master Developer, issue an additional series of RABs, to be primarily secured by the Surplus Pledged Special Assessments, and the terms and conditions of such RAB shall comport with (i)-(iv) above, to be set forth in the applicable indenture of trust. The use of the bond proceeds from any such issuance of RABs shall be as set forth in the Redeveloper Agreement.

6.02 City Defaults. The following shall constitute an Event of Default by the City: the failure of the City to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the City of written notice from the Entity specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the City is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

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

(a) Failure of the Entity to observe and perform any covenant, condition, representation, warranty or agreement hereunder, specifically including failure to meet the milestones in Section 4.02 and Section 4.03 hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the Entity of written notice from the City or Master Developer specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the Entity is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(b) (i) The Entity shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Entity and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Entity, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Entity has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Entity shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Entity, and shall not have been dismissed for a period of ninety (90) consecutive days;

(vii) an Order for Relief shall have been entered with respect to or for the benefit of the Entity, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Entity, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Entity, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; (ix) the Entity shall have suspended the transaction of its usual business for ninety (90) consecutive days.

(c) The Entity or its successor in interest shall (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, the fees and special assessments set forth in Section 4.09 herein, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof or, (ii)(a) place on the Project Site any encumbrance or lien unauthorized by this Subsequent Developer Agreement, or (b) suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and with respect to (ii) (a) or (b), provision satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.

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

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

(a) Whenever any Event of Default by the Entity shall have occurred and be continuing, the City may terminate this Subsequent Developer Agreement, rescind any designation of the Entity as a Subsequent Developer or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement, provided that no remedy available to the City shall prohibit the Entity from completing sales of Units in the Project to contract purchasers in accordance with the terms of the preliminary offering statement approved by the New Jersey Department of Community Affairs, assert or impose liability on the Entity for special, indirect, consequential or punitive damages or assert or impose personal or individual liability on the affiliates, members, managers, officers and agents of the Entity.

(b) Whenever any Event of Default by the Entity shall have occurred and be continuing, the Master Developer may make a written request to the City to exercise any remedies available to the City in the Event of Default by the Entity, as set forth in Section (a), which request shall not be unreasonably denied by the City. If the City does not undertake to enforce this Subsequent Developer Agreement, within one hundred and twenty days (120) days of receipt of the written request or at least thirty (30) days prior to the expiration of any applicable appeal period that may apply to such enforcement, whichever shall be shorter, Master Developer may take whatever action at law or in equity as may

appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement

(c) In addition to, and not in limitation of, the remedies available to the City and to the Master Developer as set forth above, and notwithstanding any requirement of the City and the Master Developer to submit to binding arbitration to the contrary, the City or the Master Developer, as set forth above, may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 5; or (ii) any action by the Entity in breach of covenants as set forth in Section 3.03(a) or 3.03(b).

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

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

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

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

COOPERATION AND COMPLIANCE

7.01 Implementation of Subsequent Developer Agreement and Redevelopment Plan. The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy the terms and conditions of this Subsequent Developer Agreement and the Redevelopment Plan as it applies to the Project and further agree to cooperate as may be reasonably requested by any Permitted

Mortgagee of the Entity in connection with obtaining financing for the Project or a part thereof; provided, however, that all cost of such action shall be borne by the Entity.

ARTICLE 8

MORTGAGE FINANCING; RIGHTS OF THE MORTGAGEE

8.01 Mortgage Financing. Neither the Entity nor the owner of the Property may obtain and record a Mortgage for the Project prior to the execution and recordation of the Special Assessment Agreement, unless (a) the Mortgage contains an explicit provision providing that it shall be subordinate to the Special Assessment Agreement; and (b) in the event a Mortgage is recorded against the Property prior to the recording of the Special Assessment Agreement, the Special Assessment Agreement shall include the agreement and acknowledgment of the mortgagee that the Mortgage lien is subordinate to the lien of the Special Assessment Agreement. For purposes of clarification and to remove any doubt, (x) no consent of the issuer of any Mortgage for the Project, or the purchase money mortgage financing any unit within the Project, is required, so long as the Special Assessment Agreement has been recorded prior to the recording of any such Mortgage or purchase money mortgage and (y) nothing in this Agreement in any way restricts any Mortgage or purchase money mortgage, to the extent desired or permitted by the Entity, from being recorded as first lien mortgages, subordinate only to the lien of the Special Assessment Agreement and other municipal liens. The Entity further agrees to provide a copy of any proposed Mortgage to the Master Developer at least five (5) days prior to the execution of said Mortgage. Thereafter, all monies obtained in connection with any construction financing for the Project must be devoted to the construction of improvements within the Project Site, related hard costs such as, but not limited to, land acquisition, and related soft costs such as interest, professional fees and filing fees. Upon completion of the Project, as evidenced by issuance of a Certificate of Completion for the Project, the Entity may refinance the Project Site without restriction.

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

8.03 Notice to Mortgagee. If the City or Master Developer shall deliver any notice or demand to the Entity with respect to any Event of Default by the Entity of its obligations or covenants under this Subsequent Developer Agreement, the City or Master Developer shall forward a copy of such notice or demand to each Permitted Mortgagee holding any Mortgage

authorized by this Subsequent Developer Agreement. The Entity shall promptly advise the City and Master Developer of the name and address of any Permitted Mortgagee upon the closing of any Mortgage loan to such Permitted Mortgagee.

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

Any such Permitted Mortgagee opting to effect necessary cure action shall cure the Event of Default (i) within 30 days of receipt of notice of same in the case of a monetary default and (ii) within 60 days of receipt of notice of same in the case of a non-monetary default, unless same cannot reasonably be cured within such 60 day period and the Permitted Mortgagee commences the cure within the 60 day period and diligently pursues same to completion.

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

ARTICLE 9 MISCELLANEOUS

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

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

professional services such as architects, engineers, financial consultants and attorneys. The Entity further warrants it has not paid or incurred any obligation to pay any officer or official of the City, any money or other consideration for or in connection with this Subsequent Developer Agreement.

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

9.04 Inspection of Books and Records.

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

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

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

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

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

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

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

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

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

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

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

9.14 Notices. Any notice by a Party to this Subsequent Developer Agreement to another of the parties shall be deemed to have been properly given only if (i) delivered personally or (ii) sent by registered or certified mail return receipt requested in a postage paid envelope or (iii) sent by nationally recognized overnight delivery service to a Party at such Party's address set forth above or such other address as a Party may designate in writing. Notices shall be deemed to have been duly given when received by the addressee or upon the addressee's refusal to accept delivery. The terms of this Section 9.14 shall apply to any

Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other parties of its identity and address.

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

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

[SEAL]

Attest:

THE CITY OF ASBURY PARK

By: _____
Cindy Dye
City Clerk

By: _____
John Moor
Mayor
Date: _____

Witness:

AP TRIANGLE, LLC

By: _____
[name]
[title]
Date: _____

ASBURY PARTNERS, LLC

By: _____

EXHIBIT A
Project Description

276783ver3
4821-6600-3096.v10

EXHIBIT A**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**

AP Triangle 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 1-5 and 15-19 and Block 3206, Lots 1-4 (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”). In order to implement the Project and facilitate the environmental remediation of the lots, Applicant intends to apply to the Asbury Park Planning Board for approval to merge Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4 and to subdivide the resulting merged lot into five (5) lots consisting of three (3) development lots comprised of 24,103 square feet, 33,067 square feet and 31, 779 square feet, respectively, upon which Project will be constructed in phases, one (1) 6,091 square foot triangular lot located at the corner of Cookman and Heck Avenues (the “Remainder Lot”) upon which a public space will be constructed as described below, and a third 84,768 sq. ft. triangular lot which is intended for future development. The three development lots will be remerged upon completion of construction into a unified, single condominium community.

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 (“Building 2”). A second row is located along the Asbury Avenue frontage (“Building 1”). The third row is located along an internal landscaped courtyard (“Building 3”). 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. 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 will be constructed on the Remainder Lot at the northeast corner of the Heck Street and Cookman Avenue intersection. This space, which is 6,091 sq ft., will be Public Open Space and will provide both a strong visual connection and a strong pedestrian connection between Cookman Avenue and Lake Avenue. The Public Open Space shall be designed, constructed, landscaped, and maintained as part of the Project and in accordance with landscaping plans approved by the Mayor and City Council. Upon completion the Public Open Space will be deeded to the City of Asbury Park pursuant to Section 5.07 hereof shall be deeded to the City, and shall be maintained by the Entity for a period of five (5) years after construction. Thereafter maintenance shall be provided by the City.

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 4th 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 4th story and in excess of 400 square feet for townhouses with a mezzanine level above the 3rd story) which will enhance the outdoor utility of the overall community and provide unparalleled views and enjoyment to each homeowner.

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 tracts will exceed the WRP's minimum tract area requirements.

Pursuant to the WRP, the maximum height of the townhomes ranges from 3 stories (with a mezzanine level above) to 4 stories. The recent 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.
- Deviation to permit the Development Lot for Building 1 to have a secondary frontage along Heck Street of 98.59 square feet where a minimum of 100 feet of lot frontage is required.
- 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.
- Deviation to permit frontage fencing which is composed of metal, instead of wood pickets.
- Deviation to permit frontage fences in a color other than white.

- Deviation to permit gray facades.

Infrastructure Improvements

- **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.
- **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.
- **General:** Utilize existing sanitary laterals, arrange and pay applicable utility provider all costs for natural gas, electric, water and cable TV service.
- **Bicycle Racks:** Install bicycle racks in accordance with the conditions of the site plan approval by the Planning Board...

EXHIBIT B**Project Schedule**

The schedule listed below outlines the general construction timing for the project, subject to obtaining all government approvals, weather conditions, and required municipal action.

<u>Task</u>	<u>Deadline</u>
Obtain Building Permits	May 1, 2020
Construction Start	May 15, 2020
Infrastructure and Site Work Complete	September 1, 2020
Deliver Bldg. Two (16 units)	March 15, 2021
Deliver Bldg. Three (16 units)	September 15, 2021
Deliver Bldg. One (16 units)	March 15, 2022
Finish Construction/Final Top Coat	April 30, 2022

EXHIBIT 1

Declaration of Covenants and Restrictions

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions (“Declaration”), is made this _____ day of _____, 2020, by AP Triangle, LLC, with principal offices c/o iStar, Attn: Brian Cheripka, 1114 Avenue of the Americas, 39th Floor, New York, NY 10039 (the “Entity”)

FOR THE BENEFIT OF

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

WITNESSETH:

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

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan” (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, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may to undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

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

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “**First Amendment**” and the “**Amended and Restated Redeveloper and Land Disposition Agreement**” together shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity is the owner of property identified as Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4 on the tax maps of the City and located within the Redevelopment Area (the “**Project Site**”) intends to redevelop the Project Site with forty-eight (48) residential condominium units to be constructed in three phases, as well as the construction of landscaped Public Open Space to be completed as part of the first phase (the “**Project**”); and

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

WHEREAS, pursuant to the Subsequent Developer Agreement, the Entity agreed to certain covenants governing the Entity’s (i) use of the land on which the Project will be constructed (the “**Project Site**”) (ii) construction of the Project and (iii) indemnification of the City and its officers, agents, employees, contractors, and consultants (hereinafter the “**Indemnified Parties**”); and

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

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

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

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

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

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the

end of each work day, or sooner in the case of public safety, as directed by the City Manager.

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

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

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

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under the Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under the Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of the Subsequent Developer Agreement.

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

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Subsequent Developer Agreement.

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

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents during Construction.** The Entity shall make a good faith effort, as same is defined in the Subsequent Developer Agreement, to encourage twenty (20) percent local resident participation in the construction of the Project.

(m) **Opportunities for Women and Minorities in Construction**
Jobs: The Entity shall make good faith efforts, as same are defined in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.11 of the Subsequent Developer Agreement.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited

liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

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

(s) The Entity shall ensure that any agreements with its lessees or assigns shall reflect the covenants set forth herein.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4 on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Exhibit A.

Section 5. Effect and Duration of Covenants. The Entity hereby acknowledges that this Declaration shall be recorded, imposing on the Project Site the covenants provided in this Declaration, provided, however, that such covenants shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project or any part thereof and so long as said Entity, successor or party maintains its status as a Subsequent Developer of the Project. The covenants provided herein shall run with the land and shall cease and terminate when a Certificate of Completion for such improvements has been issued, except that the covenants set forth in Section 3(q) and Section 3(r) shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

Section 6. Indemnity. The Entity shall comply with the provisions set forth in Section 9.11 of the Subsequent Developer Agreement entitled INDEMNIFICATION. The Indemnity shall survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each

successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project Improvements or any part thereof.

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

(remainder of page is intentionally blank)

(Signature page to Declaration of Covenants and Restrictions)

AP Triangle, LLC

By: _____

, Managing Member

STATE OF NEW JERSEY :

:SS:

COUNTY OF _____:

BE IT REMEMBERED, that on this ___ day of _____, 2020 before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take acknowledgments for use in the State of New Jersey, personally appeared _____, who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the managing member of AP Triangle, LLC, the New Jersey limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such member or manager, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members.

Notary Public

Exhibit A

(Legal Description)

EXHIBIT 2

Assumed Unit Pricing

AP Triangle Townhomes - Per Unit Sales Prices

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
	\$38,639,520	48	\$804,990

Sales Prices are the Base Sales Prices



RESOLUTION NO. 2020-95

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

**AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP
FOR YEARLY SUPPORT AND SERVICE**

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for ninety-six support and service hours for 2020; and

WHEREAS, price of the project is \$16,320.00 and is attached to this Resolution; and

WHEREAS, pricing is based off of State Contract #T2989/#88740; 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 Police Accounts 0-01-25-240-000-218 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 award of a contract to Millennium Communications in the amount of \$16,320.00 for yearly support and service.

I, MELODY HARTSGROVE, Deputy 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. 2020-95 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS 12th DAY OF February, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



Managed Services

Block Hour Contract

January 21st, 2020
 P.O. Kirby Vargas Jr.
 Asbury Park Police Department
(Technical Services Unit)
 One Municipal Plaza
 Asbury Park, NJ 07712

Re: Millennium Managed Services - Yearly Block Hour Contract

Dear: Mr. Vargas

We present Asbury Park Police Department with a Millennium Managed Service Block Hour Contract. The below services will be done under the NJ State Contract #88740

PRICING

Support Options	Contract Price
48 hours (yearly)*	\$8,160 per year**
96 hours (yearly)*	\$16,320 per year**

FEATURES

- Access to client portal to keep track of ticket and time used
- Ability to open trouble tickets via Email, Phone, or Client Portal
- To be used for Moves, Adds, and Changes(MACs) and Break/Fix

Service Level Agreement (SLA)

1. 4 Hour Remote Response during normal business hours; Minimum 1 hour at time of service
2. NBD On-site Response during normal business hours; Minimum 4 hours at time of service
3. Emergency / After Hour support will be deducted from block hour at 1.5x rate; Minimum 4 hours at time of service
4. Normal business hours: Monday - Friday, 8am - 5pm

Minimum service period of twelve (12) months from acceptance.

* Unused time will not be carried forward into the following year. The overage billing rate is \$170.00 per hour.

** To be invoiced up front at the acceptance of the service.



Managed Services

Block Hour Contract

The following list of equipment / application is incorporated into your Millennium Managed Services agreement:

Cisco Security LAN
Genetec Physical Security
Surveillance Cameras & Secure City Enclosures

Notes

- *This Contract does not include union labor. If needed, prevailing wage, second shift, and holiday rates will apply.*
- *It is **STRONGLY** recommended that the Customer have proper extended support contract from manufacturer in case of product malfunction, and we have to escalate the issue.*

If you have any questions or require any further information please do not hesitate to contact me. I can be reached directly at (973)-929-2532 or via e-mail at kburkhard@millenniuminc.com. I look forward to a long-standing relationship with you and your organization.

Sincerely,

Keith P. Burkhard

Manager, Security & Surveillance
Standard Terms & Conditions

All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of 1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature	Print Name	Title	Date
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Please fax to (973) 503- 0111.

11 Melanie Lane, Unit 13 East Hanover, NJ 07936 P 800.677.1919 F 973.503.0111

Affirmative Action, Equal Opportunity Employer

millenniuminc.com



RESOLUTION NO. 2020-96

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

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, ACTING AS THE REDEVELOPMENT ENTITY, GRANTING CONCEPTUAL APPROVAL TO AP TRIANGLE, LLC FOR THE DEVELOPMENT OF A PORTION OF THE PROPERTY LOCATED AT BLOCK 3203, LOTS 1-5 AND 15-19 AND BLOCK 3206, LOTS 1-4, AND REFERRING THE MATTER TO THE PLANNING BOARD FOR APPROPRIATE APPROVALS

WHEREAS, on June 5, 2002 the City Council adopted Ordinance No. 2607 adopting the Amended Waterfront Redevelopment Plan for the City of Asbury Park (the “**Redevelopment Plan**”) which provides for the redevelopment of certain properties situated in the Waterfront Redevelopment Area; and

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

WHEREAS, the City Council on June 14, 2018 amended the Redevelopment Plan and the Redeveloper Agreement to permit development on lots of 15,000 square feet or more and permits a developer other than the Master Developer to enter into a subsequent redeveloper’s agreement with the city; and

WHEREAS, pursuant to Sections 2.0 and 9.1 of the Redeveloper Agreement, the City’s Governing Body acting as a redevelopment entity pursuant to N.J.S.A. 40A:12A-4 must first approve the Entity as a Subsequent Developer of the Project on the Project Site; and

WHEREAS, the City by resolution has designated AP Triangle, LLC, with offices at c/o iStar, Attn: Brian A. Cheripka, 1114 Avenue of the Americas, 39th Floor, New York, NY 10039, (the “**Entity**”) as a Subsequent Developer and authorized the execution of a Subsequent Developer Agreement between the City, Master Developer, and the Entity, which agreement is annexed hereto as Exhibit A; and

WHEREAS, pursuant to the Subsequent Developer Agreement, the Redeveloper Agreement and the Redevelopment Plan, the Entity intends to develop approximately 48 residential condominium units (the “**Units**”) in accordance with a presentation to the municipal

council on December 27, 2018 (the “**Project**”) on property identified as Block 3901, Lot 11 on the tax maps of the City and located in the Redevelopment Area (the “**Project Site**”); and

WHEREAS, the Entity’s Project complies with the Redevelopment Plan except for minimum lot frontage and design waivers which may be granted by the planning board; and

WHEREAS, the City’s Technical Review Committee (the “TRC”) reviewed the Project at a meeting held on July 11, 2019 and issued a report dated October 1, 2020 as Exhibit B; and

WHEREAS, the City Director of Planning and Redevelopment has reviewed the application and has by Memo attached hereto as Exhibit C, recommended that the Mayor and Council, acting as Redevelopment Entity, grant conceptual approval of the Project, and further that recommendations of the TRC and her additional recommendations be incorporated; and

WHEREAS, the Entity presented the Project and reviewed the plans with the Mayor and Council at the workshop session on October 9, 2019; and

WHEREAS, the Mayor and City Council, acting as the city’s Redevelopment Entity, wish to set forth their conceptual approval for the Entity’s Project, and to refer the matter to the Planning Board for appropriate approvals, including, but not limited to Preliminary and Final Site Plan approvals and considerations of the recommendations of the City Director of Planning and Redevelopment and the TRC in their respective memos of October 1, 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, acting as the Redevelopment Entity, as follows:

1. The recitals are incorporated herein by reference.
2. The Project is hereby granted conceptual approval and referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Redevelopment Plan and Municipal Land Use Law.
3. The Mayor and Council, recommend that the Planning Board take into regard the site recommendations outlined in the attached reports of the TRC and the Director of Planning and Redevelopment.
4. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, Deputy 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. 2020-96 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
DEPUTY CITY CLERK

Exhibit A

Attachment: Exhibit A (2020-96 : AP Triangle referral to the Planning Board - Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4)

SUBSEQUENT DEVELOPER AGREEMENT

BY AND BETWEEN

THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY,

ASBURY PARTNERS, LLC, AS MASTER DEVELOPER

AND

AP TRIANGLE, LLC, AS SUBSEQUENT DEVELOPER

Dated: _____, 2020

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4821-6600-3096.v10

TABLE OF CONTENTS

Article 1 – Definitions.....3

Article 2 - Representations and Warranties.....6

Article 3 - Covenants and Restrictions.....7

Article 4 - Project Implementation12

Article 5 - Prohibition against Assignment and Transfer.....14

Article 6 - Default and Remedies16

Article 7 - Cooperation and Compliance.....18

Article 8 - Mortgage Financing; Rights of the Mortgagee.....18

Article 9 - Miscellaneous.....20

SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT made this _____ day of _____ by and between

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

ASBURY PARTNERS, LLC in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at c/o iStar, Attn: Brian A. Cheripka, 1114 Avenue of the Americas, 39th Floor, New York, NY 10039, along with its permitted successors and/or assigns;

AND

AP TRIANGLE, LLC with principal offices at c/o iStar, Attn: Brian A. Cheripka, 1114 Avenue of the Americas, 39th Floor, New York, NY 10039, (including, where applicable, its relevant urban renewal entity affiliate formed pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., the “**Entity**”) (each, a “Party” and collectively, 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**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

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

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects

pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

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

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

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “First Amendment” and the “Amended and Restated Redeveloper and Land Disposition Agreement” together shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity is an Affiliate of the Master Developer; and

WHEREAS, the Entity has submitted to the Master Developer and the City a subsequent developer application (the “**Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to develop forty-eight (48) residential condominium townhome units (the “**Units**”) on portions of property identified as Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4 on the tax maps of the City; and

WHEREAS, after review by the Director of Planning and Redevelopment, the Technical Review Committee (“TRC”) and the City Administration, certain comments and suggestions have been made regarding the Application in order to include certain additional features: and

WHEREAS, as a result of those comments and suggestions, the Entity has agreed to revise the Project to provide that the Project shall be described as more fully set forth in EXHIBIT A, Project Description attached hereto and made a part hereof; and

WHEREAS, in order to implement the Project and facilitate the environmental remediation of the lots, the Entity intends to apply to the Asbury Park Planning Board for approval to merge Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4 and to subdivide

the resulting merged lot into five (5) lots consisting of three (3) development lots comprised of 24,103 square feet, 33,067 square feet and 31, 779 square feet, respectively, upon which the Units will be constructed in phases in three (3) buildings and which will be remerged upon completion of construction into a unified, single condominium community; one 6,091 square foot triangular lot located at the corner of Cookman and Heck Avenues (the “Remainder Lot”), collectively, the “**Project Site**”; and a third 84,768 sq. ft. triangular lot which is intended for future development; and

WHEREAS, the City desires that the Remainder Lot be designed, constructed, landscaped, and maintained as landscaped Public Open Space by the Entity as a condition of this Agreement (the “Public Open Space”) and as more specifically described herein; and

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

WHEREAS, the Parties desire to enter into this Subsequent Developer Agreement for the Project Site to set forth the obligations of the Parties with respect to the Project including the Public Open Space,

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

ARTICLE 1 DEFINITIONS

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

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

“Affiliate” shall mean a person or entity which, directly or indirectly, controls, is controlled by, or is under common control with the relevant person or entity.

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, the Land Use Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

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

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

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

“Certificate of Completion” shall mean the Certificate of Completion as set forth in Section 4.06.

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

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

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

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

“Declaration of Covenants and Restrictions” shall mean a written instrument to be executed by the Entity and recorded in the office of the Monmouth County Clerk, in the form annexed hereto as Exhibit 1, intended to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Entity and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project Site and the Project as set forth in Sections 3.02(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement.

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

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

“Entity” shall be defined as set forth in the preamble and shall expressly include any urban renewal entity affiliate of the Entity that executes the Financial Agreement for the Project.

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

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

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

“Financial Agreement” shall mean that certain agreement by and between the City and an urban renewal entity affiliate of the Entity, required to be executed prior to Commencement of Construction, for a long term tax exemption applicable to the Project pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*

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

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

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

“Institution” shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee’s welfare, pension or retirement system or any other corporation or organization subject to supervision and regulation by the insurance or banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, provided such Institution has a net worth of not less than \$100,000,000 or assets of at least \$1,000,000,000. iStar Inc. is deemed to be an Institution. A wholly owned affiliate of iStar Inc. funded in whole or in part by iStar Inc. is also deemed to be an Institution. Participatory lending arrangements among Institutions shall be permitted.

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

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

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

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

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

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

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

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

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

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

“Project” shall be defined as set forth in Exhibit A, Project Description.

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

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

“Project Site” shall have the meaning set forth in the Preamble.

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

“Public Open Space” shall have the meaning as set forth in Exhibit A. Project Description .

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

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

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

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

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

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

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

“State” shall mean the State of New Jersey.

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

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

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

“Temporary Certificate of Occupancy” shall mean the certificate provided for at N.J.S.A. 52:27D-133 indicating that a portion of the relevant construction has been completed in accordance with the construction permit, the State of New Jersey Construction Code and other ordinance or regulation implementing the State of New Jersey Uniform Construction Code.

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

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

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

ARTICLE 1A DESIGNATION AS SUBSEQUENT DEVELOPER

1A.01 Designation of Subsequent Developer. On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant to the terms and conditions of the Redevelopment Plan, as amended, the Master Developer Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the first of the following the occur: (i) the Outside Approvals Date, without any further action of any Party hereto, (but only if all conditions subsequent set forth in Section 6.01 hereof are not satisfied on or before such date); (ii) upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; or (iv) or upon an Event of Default, pursuant to the terms in Article 6.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

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

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

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

(c) All requisite action has been taken by the City and all requisite consents have been obtained in connection with the entering into this Subsequent

Developer Agreement and the instruments and documents referenced herein to which the City is a Party, and the consummation of the transaction contemplated hereby, and to the best of the City's knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the City there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the City entering into or performing its obligations under this Subsequent Developer Agreement.

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

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

2.02 Representations and Warranties of the Master Developer

(a) The Master Developer has the legal capacity to enter into this Subsequent Developer Agreement.

(b) The Master Developer is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Master Developer's behalf.

(c) To the best of the Master Developer's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Master Developer pursuant to this Subsequent Developer Agreement.

(d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of (i) the "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended by the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement," approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally

adopted by the City on February 13, 2013 and entitled “AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF,” (the “**Original Infrastructure Ordinance**”), as amended on June 13, 2018 by Ordinance No. 2018-20 (the “**Infrastructure Ordinance**”); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018.

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

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

(b) The Entity is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Entity’s behalf.

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

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

(e) To the best of the Entity’s knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents, are true and correct in all material respects. The Entity acknowledges that the facts and representations contained in the information

submitted by the Entity are a material factor in the decision of the City to enter into this Subsequent Developer Agreement.

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

(g) The Entity is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project in accordance with its obligations under this Subsequent Developer Agreement.

ARTICLE 3

COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City.

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

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

(c) Upon request by the Entity to condemn any restrictions on the real property constituting the Project Site initially imposed by James Bradley, the rights to which, if any, being held by his heirs, successors and assigns, the City agrees to exercise the power of eminent domain in accordance with applicable law on such terms and conditions as are acceptable to the City in its sole discretion at the time of the request.

3.02 Covenants and Restrictions of the Master Developer

(a) Master Developer covenants that it will assist with and participate in a coordinated defense with the City in the event of litigation related to the validity of this Subsequent Developer Agreement, so long as said defense does not involve litigation against an affiliated entity of Master Developer.

(b) The Master Developer covenants that it has reviewed the Application in good faith and has found it acceptable for the purpose of entering into this Agreement.

3.03 Covenants and Restrictions of the Entity.

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been

issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

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

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

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

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under this Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.

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

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Subsequent Developer Agreement.

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

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents during Construction.** The Entity shall make a good faith effort to encourage twenty (20) percent local resident participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

- i. Hold a pre-qualification information session (the “**Workforce Information Session**”), in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage local contractors/subcontractors to bid on the Project.
- ii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage local residents, in the construction of the Project.
- iii. As part of the Workforce Information Session, notify contractors, subcontractors and any then known prospective tenants/operators of the Project of the Workforce Information Session; provide information (to the extent known) to attendees of potential short term and long term positions with respect to the Project; collect resumes and expressions of interest in employment from those who attend; and make those resumes and expressions of interest in employment available to the contractors, subcontractors and any then known prospective tenants/operators of the Project.
- iv. Establish two (2) paid internships annually during the term of this Agreement in the fields of property management, real estate development, and/or construction management with the Entity, an affiliate of the Entity, the general contractor for the Project and/or any subcontractor or then known tenants/operators of the Project.

Applications for the internships can be submitted at the Workforce Information Session.

- v. Establish two (2) apprenticeships, subject to receipt of two (2) qualified applicants, in the construction field annually during the term of this Agreement with the Entity, an affiliate of the Entity, the general contractor for the Project or any then known tenants/operators of the Project. Applications for the apprenticeships can be submitted at the Workforce Information Session.
- vi. Establish four (4) scholarships annually during the term of this Agreement, in the amount of \$2,500 each, to be used in the discretion of the recipient for vocational or academic education. Those who have successfully completed the internships, apprenticeships, or the hotel training program described below shall be eligible for the scholarship.
- vii. Establish one (1) mentorship annually during the term of this Agreement for small businesses to gain experience in large scale construction. Businesses can apply to participate in the mentorship program at the Workforce Information Session.
- viii. Regularly contact and cooperate with the City Manager, or his/her designee, in connection with workforce opportunities. Notify the City Manager of workforce needs for the Project so that the Director may refer qualified City residents to meet the workforce needs of the Project.

(m) **Opportunities for Women and Minorities in Construction**

Jobs: The Entity shall make good faith efforts to encourage women and minority participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

- i. The Entity shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the commencement of construction of the Project.
- ii. Hold the Workforce Information Session, in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project.
- iii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the

required good faith effort to engage women and minorities, in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit. Only Master Developer and its affiliates are permitted to seek modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.11 hereof.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3.04(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of this Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

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

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

3.03 It is intended and agreed that the covenants and restrictions set forth in Section 3.01 and Section 3.02, respectively, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Entity and its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against the City, the Master Developer their successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project Site or any part thereof. Enforcement by City or Master Developer. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.03 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the Master Developer shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

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

3.05 Termination of Declaration. The Declaration of Covenants and Restrictions may be terminated if the Subsequent Developer Agreement is terminated by mutual agreement of the parties or by default. If terminated, the Parties shall prepare a release of the Declaration for execution.

ARTICLE 4

PROJECT IMPLEMENTATION

4.02 4.01 General Scope of Project. It is understood and agreed by and between the Parties that the Entity has the right to develop the Project Site with the Project consistent with the terms of the Entity's Subsequent Developer's Application, Applicable Laws, Governmental Approvals, the Redevelopment Plan, the Redeveloper Agreement, and this Subsequent

Developer Agreement. The Parties acknowledge the Entity's right to make non-material changes to the Project as described in the Application if same are required as a condition of Planning Board approval. Amendments to Application. The Entity shall not make any material change to its Application. In the event of any changes to the Application are proposed, the Entity shall provide copies of all amended plans, applications, or submissions to the City and the Master Developer within ten (10) business days prior to any amended submission to the Planning Board or any Governmental Agency and shall provide the City and Master Developer with not less than ten (10) days' written notice prior to any hearing or meeting related to any amended submission.

4.03 Application for Governmental Approvals for Project Site. Within 30 days of the Effective Date, the Entity shall use commercially reasonable efforts to submit (if not already submitted) and diligently prosecute to conclusion, all other Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. The Entity shall obtain all Governmental Approvals within one (1) year of the Effective Date ("**Outside Approvals Date**"), as may reasonably be extended by formal action of the City Council for up to an additional 120 days, provided that the Entity has utilized good faith efforts to obtain Governmental Approvals but has not yet received same. In no event shall the Outside Approvals Date be extended beyond 120 days without the explicit written consent of all Parties to this Subsequent Developer Agreement.

4.04 Project; Entity Deadlines. With respect to the Project, the Entity shall meet the deadlines and timeframes for the completion of Project activities as set forth in this Section 4.04 and as set forth more fully in the Project Schedule annexed herein as Exhibit B and made a part hereof.

(a) Commencement of Construction for the Project. The Project, which consists of three (3) buildings containing a total of 48 Units, as described the Recitals set forth above, shall be constructed in three (3) phases, described as follows:

- (1) Phase I – One (1) residential condominium townhome building containing sixteen (16) Units, and the construction of the Public Open Space
- (2) Phase II – One (1) residential condominium townhome building containing sixteen (16) Units.
- (3) Phase III – One (1) residential condominium townhome building containing sixteen (16) Units.

(b) No later than 90 days after all Governmental Approvals have been obtained and any applicable appeal period for such Governmental Approvals has expired, with the exception of receipt of Building Permits for Phase I, Phase II and Phase III of the Project, the Entity shall apply for Building Permits and Commence Construction with respect to Phase I of the Project; provided, however, that the Entity shall not Commence Construction prior to the occurrence of all conditions subsequent set forth in Section 6.01(a) – (c) hereof.

(c) Completion of Construction for Phase I of the Project. Not later than twelve (12) months years after receipt of Building Permits for Phase I and all other required Governmental Approvals authorizing the Commencement of Construction of the Project, the Entity shall Complete Construction with respect to Phase I of the Project.

(d) Commencement of Construction for Phase II of the Project. Prior to Completion of Construction for Phase I of the Project, the Entity shall apply for and receive Building Permits for the commencement of construction of Phase II of the Project.

(e) Completion of Construction for Phase II of the Project. Not later than twelve (12) months years after receipt of Building Permits authorizing the Commencement of Construction of Phase II of the Project, the Entity shall Complete Construction with respect to Phase II of the Project.

(f) Commencement of Construction for Phase III of the Project. Prior to Completion of Construction for Phase II of the Project, the Entity shall apply for and receive Building Permits for the commencement of construction of Phase III of the Project.

(g) Completion of Construction for Phase III of the Project. Not later than twelve (12) months years after receipt of Building Permits authorizing the Commencement of Construction of Phase III of the Project, the Entity shall Complete Construction with respect to Phase III of the Project and any other remaining components of the Project.

4.05 Progress Reports. (a) For so long as this Subsequent Developer Agreement shall remain in effect the Entity shall, without the need for a written request, provide quarterly reports to be submitted on February 1, May 1, August 1 and November 1 of each year, to the City and Master Developer, as to the actual progress of the Entity with respect to (i) the acquisition of Government Approvals; (ii) Commencement of Construction of the Project; (iii) Completion of Construction of the Project; (iv) Opportunities for Local Residents, Women and Minorities required by Sections 3.03 (l) (m) and (n); and (v) such other matters consistent with this Subsequent Developer Agreement as the City shall reasonably request be addressed in such reports.

(b) Outcome Assessments. The Entity hereby agrees to provide written reports to the City one year after the completion of construction of the Project, with respect to the internships, apprenticeships and mentorships described at Section 3.03 above, detailing the number of people who participated, the number who successfully completed the program, the number who were hired in the respective field as a result of the program, their job titles, and whether they were still employed in those positions as of the date of the outcome assessment.

4.06 Extensions. Extensions for deadlines set forth in Article 4 shall be as follows. All deadlines contained herein shall be reasonably extended as a matter of right in the event of any Event of Force Majeure. It is the purpose and intent of this provision that in the event of the

occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Entity shall be extended for a reasonable period not less than the period of the enforced delay.

4.07 Certificate of Occupancy and the Certificates of Completion. (a) Upon Completion of Construction pursuant to Section 4.04 with respect to a Unit in the Project, the Entity shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any such Unit in the Project. No Certificate of Occupancy or Temporary Certificate of Occupancy shall be issued until the completion of the Public Open Space, in accordance with the Landscaping Plan, to the satisfaction of the City.

(a) Following the issuance of all of the final Certificates of Occupancy for the Units in the Project (which shall be presumptive evidence of satisfaction of all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Subsequent Developer Agreement, and upon request for the same by the Entity, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations with respect to the Project under this Subsequent Developer Agreement and has completed construction of the Project in accordance with the requirements of this Subsequent Developer Agreement. The Certificate of Completion (which shall be in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the covenants in Article 3 (but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement), with respect to the Project in this Subsequent Developer Agreement and the Redevelopment Plan with respect to the obligations of the Entity to construct the Project within the dates for completion of same. Within thirty (30) days after written request by the Entity, the City shall provide the Entity with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Entity to be entitled to the Certificate of Completion. Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall not be subject to eminent domain as a result of those determinations.

4.08 Intentionally Omitted

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

(a) Sewer connection charges of no less than \$3,220 per unit in accordance with Ordinance adopted February 2, 2005, to be paid in the manner and at the time set forth therein;

(b) Payment to the City of \$2,212 per unit (which shall constitute a credit against the applicable Master Developer's obligation under Article 13 of the Redeveloper Agreement) to offset the costs of affordable housing and other community initiatives in the City, with one-half of such payment to be due concurrently with the application for building permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of occupancy. Once made, such payments shall not be refundable. For the purpose of calculating the credit against the Master Developer's obligation under Article 13 of the Redeveloper Agreement, the issuance of a Certificate of Occupancy for a unit shall constitute proof that the Entity paid the affordable housing fee that was due for that unit; and

(c) Pursuant to the Original Infrastructure Ordinance as amended, including on June 13, 2018 by the Infrastructure Ordinance, the City shall impose a special assessment on the Project and the Project Site equivalent to the benefit conferred or deemed conferred by certain public infrastructure improvements constructed and installed to be constructed and installed by the Master Developer, including public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Redevelopment Area in accordance with the provisions of the Redevelopment Plan.

- (i) The Entity hereby agrees and acknowledges that it has determined to enter into a special assessment agreement with the City pursuant to *N.J.S.A. 40A:12A-66* of the RAB Law, as authorized by the Infrastructure Ordinance (the "**Special Assessment Agreement**").
- (ii) The Parties hereby agree that the Special Assessment Agreement shall be substantially in the form of the agreement attached to the Original Infrastructure Ordinance as Exhibit B, as amended by Ordinance No. 2018-20, the final form of which shall be acceptable to the Master Developer and so accepted in writing by the Master Developer prior to the authorization of such Special Assessment Agreement by the City and the Entity.
- (iii) The Parties hereby agree that, for purposes of calculating the special assessment, the Special Assessment Agreement shall provide that the assumed sales prices of the Units until sold shall be those prices set forth in Exhibit 2 attached hereto, unless otherwise agreed to in writing by all

Parties. Nothing shall prohibit the Entity from selling the Units for more than the assumed sales prices set forth in Exhibit 2.

- (iv) The Parties hereby agree that the first installment of the special assessment under the Special Assessment Agreement shall commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility of a Unit for the issuance of a Certificate of Occupancy; and (ii) the expiration of the construction interest period on the RABs. As set forth in Section 6.03(d)(ii), the actual construction interest period (not to exceed two (2) years) shall be selected by the Subsequent Developer no later than the execution of the Special Assessment Agreement, based upon its good faith estimate of the construction period for the Project. Nothing in this Section 4.09(c)(iv) shall affect the deadlines and timeframes set forth in Section 4.04 hereof.
- (v) The Parties hereby agree that the Entity, and not the Master Developer, shall be responsible for payment of the Deficiency Amount, if any, and the Special Assessment Agreement shall provide as such.

ARTICLE 5

PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

5.01 Prohibition against Transfers of Interests by the Entity. The Entity recognizes the importance of the Project to the general welfare of the community and that the identity of the Entity and its qualifications are critical to the City and Master Developer in entering into this Subsequent Developer Agreement particularly in view of the public aids that have been made available for the purpose of making such redevelopment possible. Except as is otherwise provided by the Subsequent Developer Agreement, Applicable Laws and/or the Financial Agreement, the City and Master Developer consider that a transfer of the ownership of the Entity or of any part thereof or any other act or transaction involving or resulting in a change in the ownership of the Entity, is for practical purposes, a transfer or disposition of the Project then owned by the Entity. The Entity recognizes that it is because of such qualifications and identity that the City and Master Developer are entering into this Subsequent Developer Agreement with the Entity, and, in so doing, the City and Master Developer are relying on the obligations of the Entity and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by the Entity hereunder.

As a result of, but subject to, the terms of the preceding paragraph, prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, the Entity agrees for itself and any successor in interest that (i) there shall be no transfer by any owner of any controlling interest in the Entity, or by any successor in interest to such owner of any interest in the Entity, (ii) nor shall any such owner or successor in interest suffer any such transfer to be made, (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Entity or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of the Entity, by any other method or means, whether by increased

capitalization, merger with another corporation, partnership, or limited liability entity or otherwise. For purposes of this Subsequent Developer Agreement, the term “owners” is defined to include the interests of the members of the Entity, as the case may be, and the owners of such members, partners, or shareholders.

5.02 Exemptions from Prohibited Transfers. Notwithstanding the foregoing, following notice to and with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed, the following shall not constitute a prohibited transfer, for purposes of Section 5.01: The assignment by the Entity of its rights under this Subsequent Developer Agreement upon the following conditions: (i) the assignee of the Entity must be an entity controlling, controlled by, or under common control of the Entity or iStar Inc.; (ii) the assignee of the Entity shall assume all of the obligations of the assignor Entity hereunder, but the assignor Entity shall remain primarily liable for the performance of such Entity’s obligations, (iii) the Entity may transfer or assign its obligation to design, construct, landscape, and maintain the Public Open Space to the Master Developer upon notice to the City (iv) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer, (v) such assignment does not violate any of the Governmental Approvals.

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

5.04 Consent to Permitted Transfers. (a) The City and Master Developer hereby consent, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Entity to a Permitted Mortgagee for the purpose of obtaining the financing necessary to enable the Entity or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Subsequent Developer Agreement with respect to Completion of the Project and any other purpose authorized by this Subsequent Developer Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Entity to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project; (iii) any transfer of all or portions of the real property comprising the Project Site from its current owner to the Entity; (iv) any contract to sell a unit in the Project to a purchaser and/or the sale of such unit upon its completion and the issuance of a Certificate of Occupancy; and (v) any lease or occupancy agreement(s) for all portions of the Project or the Project Site, provided that the same are in compliance with the Financial Agreement.

(b) With respect to any of the Transfers listed in Section 5.04(a), (i)-(iii) the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description

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

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

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

5.07 Transfer of Title to Public Open Space. The Subsequent Developer shall, upon completion of the Public Open Space, transfer title of the Public Open Space to the City for the consideration of one (1) dollar. The Subsequent Developer, or its permitted transferee or assignee, shall continue to maintain the Public Open Space, for a period of five (5) years from the date of construction.

(a) Time and Place of Closing. The closing of title to the Public Open Space from the Subsequent Developer to the City (the “Closing”), shall occur as soon as practicable after the first issuance of any Certificate of Occupancy for any Units, but in no event later than six (6) months from the issuance of the final Certificate of Completion for Phase I of the Project. Title shall close on a mutually agreeable date at the offices of the City’s Corporation Counsel or such other place as the Subsequent Developer and the City may mutually agree.

(b) Transfer of Ownership. At Closing, the Subsequent Developer shall provide the City with a properly executed Bargain and Sale Deed with Covenants Against Grantors’ Acts for the Property (the “Deed”), a properly executed affidavit of consideration or exemption, and such other documentation as may reasonably be requested by the City or its title company.

ARTICLE 6

DEFAULT AND REMEDIES

6.01 Automatic Termination of Subsequent Developer Agreement. This Subsequent Developer Agreement, including, without limitation, the Entity’s designation as a Subsequent Developer, shall automatically terminate, without any further action of any Party after notice and opportunity to cure in accordance with Section 6.02, 6.03 or 6.04 as applicable, if each

and every of the following conditions subsequent are not completed on or before the Outside Approvals Date::

- (a) Entity has obtained all Governmental Approvals;
 - (b) Financial Agreement is authorized, executed, and delivered by each of the Entity and the City;
 - (c) Special Assessment Agreement, in form consented to by Master Developer in writing, is authorized, executed, and delivered by the City and the Entity; and
 - (d) City issues one or more series of bonds (non-recourse to the City) pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 *et seq.* (“**RABs**”).
- (i) The terms and conditions of the RAB shall be in accordance with and as further set forth in the Redeveloper Agreement, including, without limitation: (1) the RABs shall be primarily secured by the pledged portion of the special assessment provided under the Special Assessment Agreement (the “**Pledged Special Assessment**”); (2) the RABs shall be issued on federally tax-exempt basis to the extent permitted by applicable law; and (3) the proceeds of the RABs shall be made available to the Master Developer for the construction of, or reimbursement for, infrastructure improvements benefitting the Project.
 - (ii) The RABs shall have a reasonable construction interest period, not to exceed two years (2) from the date of issuance of the RABs. The actual construction interest period (not to exceed two (2) years) shall be selected by the Subsequent Developer no later than the execution of the Special Assessment Agreement, based upon its good faith estimate of the construction period for the Project. Nothing in this Section 6.03(d)(ii) shall affect the deadlines and timeframes set forth in Section 4.04 hereof. The RAB purchaser will determine whether to accrue interest during the construction period, or fund it (capitalized interest) with a portion of the proceeds of the RABs.
 - (iii) For purposes of sizing the RABs, the assumed sales prices of the Units shall be those prices set forth in Exhibit 1 attached hereto, unless otherwise agreed to in writing by the Parties.
 - (iv) The indenture of trust (supplemental or otherwise) providing for the issuance of the RABs shall provide, at a minimum, that, to the extent the actual amount of aggregate Pledged Special Assessments payable by the owners of the Units upon sale of all Units (the “Actual Pledged Special Assessments”) is greater than the amount of the Pledged Special Assessments assumed at the time of issuance of the RABs (the “Projected Pledged Special Assessments,” and the difference between the Actual

Pledged Special Assessments and the Projected Pledged Special Assessments, the “Surplus Pledged Special Assessments”), the City may, after receipt of a written request of the Master Developer, issue an additional series of RABs, to be primarily secured by the Surplus Pledged Special Assessments, and the terms and conditions of such RAB shall comport with (i)-(iv) above, to be set forth in the applicable indenture of trust. The use of the bond proceeds from any such issuance of RABs shall be as set forth in the Redeveloper Agreement.

6.02 City Defaults. The following shall constitute an Event of Default by the City: the failure of the City to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the City of written notice from the Entity specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the City is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

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

(a) Failure of the Entity to observe and perform any covenant, condition, representation, warranty or agreement hereunder, specifically including failure to meet the milestones in Section 4.02 and Section 4.03 hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the Entity of written notice from the City or Master Developer specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the Entity is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(b) (i) The Entity shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Entity and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Entity, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Entity has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Entity shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Entity, and shall not have been dismissed for a period of ninety (90) consecutive days;

(vii) an Order for Relief shall have been entered with respect to or for the benefit of the Entity, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Entity, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Entity, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; (ix) the Entity shall have suspended the transaction of its usual business for ninety (90) consecutive days.

(c) The Entity or its successor in interest shall (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, the fees and special assessments set forth in Section 4.09 herein, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof or, (ii)(a) place on the Project Site any encumbrance or lien unauthorized by this Subsequent Developer Agreement, or (b) suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and with respect to (ii) (a) or (b), provision satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.

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

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

(a) Whenever any Event of Default by the Entity shall have occurred and be continuing, the City may terminate this Subsequent Developer Agreement, rescind any designation of the Entity as a Subsequent Developer or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement, provided that no remedy available to the City shall prohibit the Entity from completing sales of Units in the Project to contract purchasers in accordance with the terms of the preliminary offering statement approved by the New Jersey Department of Community Affairs, assert or impose liability on the Entity for special, indirect, consequential or punitive damages or assert or impose personal or individual liability on the affiliates, members, managers, officers and agents of the Entity.

(b) Whenever any Event of Default by the Entity shall have occurred and be continuing, the Master Developer may make a written request to the City to exercise any remedies available to the City in the Event of Default by the Entity, as set forth in Section (a), which request shall not be unreasonably denied by the City. If the City does not undertake to enforce this Subsequent Developer Agreement, within one hundred and twenty days (120) days of receipt of the written request or at least thirty (30) days prior to the expiration of any applicable appeal period that may apply to such enforcement, whichever shall be shorter, Master Developer may take whatever action at law or in equity as may

appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement

(c) In addition to, and not in limitation of, the remedies available to the City and to the Master Developer as set forth above, and notwithstanding any requirement of the City and the Master Developer to submit to binding arbitration to the contrary, the City or the Master Developer, as set forth above, may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 5; or (ii) any action by the Entity in breach of covenants as set forth in Section 3.03(a) or 3.03(b).

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

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

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

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

COOPERATION AND COMPLIANCE

7.01 Implementation of Subsequent Developer Agreement and Redevelopment Plan. The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy the terms and conditions of this Subsequent Developer Agreement and the Redevelopment Plan as it applies to the Project and further agree to cooperate as may be reasonably requested by any Permitted

Mortgagee of the Entity in connection with obtaining financing for the Project or a part thereof; provided, however, that all cost of such action shall be borne by the Entity.

ARTICLE 8

MORTGAGE FINANCING; RIGHTS OF THE MORTGAGEE

8.01 Mortgage Financing. Neither the Entity nor the owner of the Property may obtain and record a Mortgage for the Project prior to the execution and recordation of the Special Assessment Agreement, unless (a) the Mortgage contains an explicit provision providing that it shall be subordinate to the Special Assessment Agreement; and (b) in the event a Mortgage is recorded against the Property prior to the recording of the Special Assessment Agreement, the Special Assessment Agreement shall include the agreement and acknowledgment of the mortgagee that the Mortgage lien is subordinate to the lien of the Special Assessment Agreement. For purposes of clarification and to remove any doubt, (x) no consent of the issuer of any Mortgage for the Project, or the purchase money mortgage financing any unit within the Project, is required, so long as the Special Assessment Agreement has been recorded prior to the recording of any such Mortgage or purchase money mortgage and (y) nothing in this Agreement in any way restricts any Mortgage or purchase money mortgage, to the extent desired or permitted by the Entity, from being recorded as first lien mortgages, subordinate only to the lien of the Special Assessment Agreement and other municipal liens. The Entity further agrees to provide a copy of any proposed Mortgage to the Master Developer at least five (5) days prior to the execution of said Mortgage. Thereafter, all monies obtained in connection with any construction financing for the Project must be devoted to the construction of improvements within the Project Site, related hard costs such as, but not limited to, land acquisition, and related soft costs such as interest, professional fees and filing fees. Upon completion of the Project, as evidenced by issuance of a Certificate of Completion for the Project, the Entity may refinance the Project Site without restriction.

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

8.03 Notice to Mortgagee. If the City or Master Developer shall deliver any notice or demand to the Entity with respect to any Event of Default by the Entity of its obligations or covenants under this Subsequent Developer Agreement, the City or Master Developer shall forward a copy of such notice or demand to each Permitted Mortgagee holding any Mortgage

authorized by this Subsequent Developer Agreement. The Entity shall promptly advise the City and Master Developer of the name and address of any Permitted Mortgagee upon the closing of any Mortgage loan to such Permitted Mortgagee.

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

Any such Permitted Mortgagee opting to effect necessary cure action shall cure the Event of Default (i) within 30 days of receipt of notice of same in the case of a monetary default and (ii) within 60 days of receipt of notice of same in the case of a non-monetary default, unless same cannot reasonably be cured within such 60 day period and the Permitted Mortgagee commences the cure within the 60 day period and diligently pursues same to completion.

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

ARTICLE 9 MISCELLANEOUS

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

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

professional services such as architects, engineers, financial consultants and attorneys. The Entity further warrants it has not paid or incurred any obligation to pay any officer or official of the City, any money or other consideration for or in connection with this Subsequent Developer Agreement.

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

9.04 Inspection of Books and Records.

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

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

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

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

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

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

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

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

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

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

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

9.14 Notices. Any notice by a Party to this Subsequent Developer Agreement to another of the parties shall be deemed to have been properly given only if (i) delivered personally or (ii) sent by registered or certified mail return receipt requested in a postage paid envelope or (iii) sent by nationally recognized overnight delivery service to a Party at such Party's address set forth above or such other address as a Party may designate in writing. Notices shall be deemed to have been duly given when received by the addressee or upon the addressee's refusal to accept delivery. The terms of this Section 9.14 shall apply to any

Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other parties of its identity and address.

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

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

[SEAL]

Attest:

THE CITY OF ASBURY PARK

By: _____
Cindy Dye
City Clerk

By: _____
John Moor
Mayor
Date: _____

Witness:

AP TRIANGLE, LLC

By: _____
[name]
[title]
Date: _____

ASBURY PARTNERS, LLC

By: _____

EXHIBIT A
Project Description

276783ver3
4821-6600-3096.v10

EXHIBIT A**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**

AP Triangle 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 1-5 and 15-19 and Block 3206, Lots 1-4 (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”). In order to implement the Project and facilitate the environmental remediation of the lots, Applicant intends to apply to the Asbury Park Planning Board for approval to merge Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4 and to subdivide the resulting merged lot into five (5) lots consisting of three (3) development lots comprised of 24,103 square feet, 33,067 square feet and 31, 779 square feet, respectively, upon which Project will be constructed in phases, one (1) 6,091 square foot triangular lot located at the corner of Cookman and Heck Avenues (the “Remainder Lot”) upon which a public space will be constructed as described below, and a third 84,768 sq. ft. triangular lot which is intended for future development. The three development lots will be remerged upon completion of construction into a unified, single condominium community.

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 (“Building 2”). A second row is located along the Asbury Avenue frontage (“Building 1”). The third row is located along an internal landscaped courtyard (“Building 3”). 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. 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 will be constructed on the Remainder Lot at the northeast corner of the Heck Street and Cookman Avenue intersection. This space, which is 6,091 sq ft., will be Public Open Space and will provide both a strong visual connection and a strong pedestrian connection between Cookman Avenue and Lake Avenue. The Public Open Space shall be designed, constructed, landscaped, and maintained as part of the Project and in accordance with landscaping plans approved by the Mayor and City Council. Upon completion the Public Open Space will be deeded to the City of Asbury Park pursuant to Section 5.07 hereof shall be deeded to the City, and shall be maintained by the Entity for a period of five (5) years after construction. Thereafter maintenance shall be provided by the City.

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 4th 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 4th story and in excess of 400 square feet for townhouses with a mezzanine level above the 3rd story) which will enhance the outdoor utility of the overall community and provide unparalleled views and enjoyment to each homeowner.

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 tracts will exceed the WRP's minimum tract area requirements.

Pursuant to the WRP, the maximum height of the townhomes ranges from 3 stories (with a mezzanine level above) to 4 stories. The recent 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.
- Deviation to permit the Development Lot for Building 1 to have a secondary frontage along Heck Street of 98.59 square feet where a minimum of 100 feet of lot frontage is required.
- 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.
- Deviation to permit frontage fencing which is composed of metal, instead of wood pickets.
- Deviation to permit frontage fences in a color other than white.
- Deviation to permit gray facades.

Infrastructure Improvements

- **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.
- **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.
- **General:** Utilize existing sanitary laterals, arrange and pay applicable utility provider all costs for natural gas, electric, water and cable TV service.
- **Bicycle Racks:** Install bicycle racks in accordance with the conditions of the site plan approval by the Planning Board...



NORTH / FRONT FACADE FACING ASBURY AVENUE



EAST / REAR FACADE FACING INTERIOR OF COMMUNITY

276783ver3
4821-6600-3096.v10



North/Front Façade facing Asbury Avenue



WEST / REAR FACADE FACING INTERIOR OF COMMUNITY

EXHIBIT B**Project Schedule**

The schedule listed below outlines the general construction timing for the project, subject to obtaining all government approvals, weather conditions, and required municipal action.

<u>Task</u>	<u>Deadline</u>
Obtain Building Permits	May 1, 2020
Construction Start	May 15, 2020
Infrastructure and Site Work Complete	September 1, 2020
Deliver Bldg. Two (16 units)	March 15, 2021
Deliver Bldg. Three (16 units)	September 15, 2021
Deliver Bldg. One (16 units)	March 15, 2022
Finish Construction/Final Top Coat	April 30, 2022

EXHIBIT 1

Declaration of Covenants and Restrictions

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions (“Declaration”), is made this _____ day of _____, 2020, by AP Triangle, LLC, with principal offices c/o iStar, Attn: Brian Cheripka, 1114 Avenue of the Americas, 39th Floor, New York, NY 10039 (the “Entity”)

FOR THE BENEFIT OF

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

WITNESSETH:

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

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan” (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, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may to undertake itself, or through agreements with selected subsequent developers on a “block-by-block” basis; and

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

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “**First Amendment**” and the “**Amended and Restated Redeveloper and Land Disposition Agreement**” together shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity is the owner of property identified as Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4 on the tax maps of the City and located within the Redevelopment Area (the “**Project Site**”) intends to redevelop the Project Site with forty-eight (48) residential condominium units to be constructed in three phases, as well as the construction of landscaped Public Open Space to be completed as part of the first phase (the “**Project**”); and

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

WHEREAS, pursuant to the Subsequent Developer Agreement, the Entity agreed to certain covenants governing the Entity’s (i) use of the land on which the Project will be constructed (the “**Project Site**”) (ii) construction of the Project and (iii) indemnification of the City and its officers, agents, employees, contractors, and consultants (hereinafter the “**Indemnified Parties**”); and

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

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

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

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

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

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the

end of each work day, or sooner in the case of public safety, as directed by the City Manager.

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

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

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

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under the Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under the Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of the Subsequent Developer Agreement.

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

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Subsequent Developer Agreement.

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

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents during Construction.** The Entity shall make a good faith effort, as same is defined in the Subsequent Developer Agreement, to encourage twenty (20) percent local resident participation in the construction of the Project.

(m) **Opportunities for Women and Minorities in Construction**
Jobs: The Entity shall make good faith efforts, as same are defined in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.11 of the Subsequent Developer Agreement.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited

liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

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

(s) The Entity shall ensure that any agreements with its lessees or assigns shall reflect the covenants set forth herein.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4 on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Exhibit A.

Section 5. Effect and Duration of Covenants. The Entity hereby acknowledges that this Declaration shall be recorded, imposing on the Project Site the covenants provided in this Declaration, provided, however, that such covenants shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project or any part thereof and so long as said Entity, successor or party maintains its status as a Subsequent Developer of the Project. The covenants provided herein shall run with the land and shall cease and terminate when a Certificate of Completion for such improvements has been issued, except that the covenants set forth in Section 3(q) and Section 3(r) shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

Section 6. Indemnity. The Entity shall comply with the provisions set forth in Section 9.11 of the Subsequent Developer Agreement entitled INDEMNIFICATION. The Indemnity shall survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each

successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project Improvements or any part thereof.

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

(remainder of page is intentionally blank)

(Signature page to Declaration of Covenants and Restrictions)

AP Triangle, LLC

By: _____

, Managing Member

STATE OF NEW JERSEY :

:SS:

COUNTY OF _____:

BE IT REMEMBERED, that on this __ day of _____, 2020 before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take acknowledgments for use in the State of New Jersey, personally appeared _____, who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the managing member of AP Triangle, LLC, the New Jersey limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such member or manager, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members.

Notary Public

Exhibit A

(Legal Description)

EXHIBIT 2

Assumed Unit Pricing

Exhibit B

Attachment: Exhibit B (2020-96 : AP Triangle referral to the Planning Board - Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4)

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

PHONE: (732) 775 – 2100
FAX: (732) 775 - 0441



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

MICHAEL N. CAPABIANCO, CITY MANAGER
CINDY DYE, RMC, CITY CLERK

Technical Review Committee

To: Mayor and Council

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

CC: Joseph Maraziti, Esq., Redevelopment Counsel
Jennifer Porter for AP Triangle, LLC, Applicant

Date: October 1, 2019

Re: TRC REVIEW
AP Triangle, LLC
Cookman, Heck and Asbury Avenues
Block 3203, Lots 1-5 and 15-19
Block 3206, Lots 1-4
SITE PLAN CONCEPTIAL REVIEW

The Asbury Park TRC met on July 11, 2019 to review the proposed development by AP Triangle who is an affiliate of Asbury Partners in the Waterfront Redevelopment Plan Area. The TRC was attended by Yvonne Clayton, Barbara Krzak, Douglas Cleeland, Michael Sullivan and Michele Alonso. AP Triangle's team present consisted of Jennifer Porter, attorney, Frank Minervini, architect, Sean Delany Engineer, Brian Leff, Landscape architect, and Keenan Hughes, planner.

The applicant is proposing a 48 unit stacked 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. It will be a "for sale", condominium project. This project will also require a sub division to divide it from the rest of the "Triangle." The site is 2.4 acres.

The Project will consist of three (3) rows of buildings, comprised of sixteen (16) townhomes each for a total of 48 units. 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). The remainder of the units are 4 stories in height. Each townhouse dwelling has two proposed parking spaces with one located in an attached garage and one driveway parking space. As part of the overall development of the block, a public space of 15,000 square feet is proposed at the northeast corner of the Heck Street and Cookman Avenue intersection. The Applicant owns the balance of the block and intends to develop the public space as part of a subsequent phase of development and will remain a lawn area until it is developed. It is unclear whether the corner will be dedicated public space or will continue to be privately owned.

Unit sizes range from 715 square feet to 2884 square feet. The corner units are 3 stories with all other units at 4 stories. The project was described by the architect as a "contemporary ocean side look." The materials consist of composite cedar look shakes, vertical cement board, metal for the bays, and vinyl windows. The architect used bays to break up the massing of the building. The architect stated that the building does not speak to the art modern style that is mentioned in the redevelopment plan. The A/C condensers for the will be in the ten (10) foot front yard of the townhouses that face Heck Street. Each frontyard is separated from the sidewalk with a five (5) foot cable fence. The townhouses do not have backyards. The 10 foot front yard serves as garden space. Each townhouse has a roofdeck. Twenty four (24) of the units face the alley with the alley as the principal and only entrance to the unit.

The townhouses have a ten (10) foot setback from Heck Street. The edge of the townhouses have a 1.2 foot setback from Cookman Avenue. The project is 76% lot coverage based on the proposed subdivision line.

Parking for the units will only be in driveways and garages in the internal alleys. Access from the street for the alleys will be off of Heck Street with loss of one (1) off street parking space. The alleys are 24 feet wide. Two (2) parking spaces are provided per unit with one space in the structure and one space on an asphalt driveway. Each pad is 20 feet in length and 9 feet in width. Landscaping is in between every second driveway. Street amenities will be added to Asbury Avenue. Eight (8) houses will not face the alley or the street, but will face a meandering sidewalk connecting Asbury Avenue and Cookman Avenue. The Infrastructure improvements for all the streets have been finished. There is no pedestrian walkway o sidewalk within the alleys.

The majority of the property is located in FEMA flood zone X. The portion that will remain undeveloped opens is space is in FEMA flood zone V. Drainage will connect to stormwater inlets. Groundwater recharge is not required, but they will look at options to alleviate flow and shall have a plan developed for the planning board which may include some recharge. Transformers will be located at the ends of the project and have enough room for plant screening. There will be gas lines for grills for the roof decks. The post office will require a cluster mail box of which the location has not been determined.

All lights will be LED. Each entryway will have a light and the roof decks will have lights. Street lighting is already installed. They will look into a possible pole mounted light in the alley.

The area between the townhouses and the undeveloped triangle on Cookman Avenue will be heavily landscaped with a dense screen to block headlights from the alley shining onto Cookman Avenue. Grasses are proposed to screen the A/C condensers in the front yards. There will be ornamental plantings between every two driveways. Most of the plants selected for

the project are native plants supplemented by plants that do well in a seaside environment such as roses and hydrangeas. 13 shade trees (Honeylocust and London Plane) and 14 ornamental trees are proposed. 650 ornamental grasses as well are proposed. An irrigation system is proposed. Miscanthus and fescues are plants recommended that thrives in the area.

Zoning considerations

Multi-family residential uses in the form of apartments are permitted principal uses as well as attached, single family residential townhouses within the Prime Renewal Area only. The townhouses comply with the zoning outlined in the Waterfront Redevelopment Plan and the bulk standards, but requires deviations from the following design standards:

Building Walls shall be finished in stone, brick, stucco, cast stone, wood shingle and wood or Hardiplank Clapboard. Materials and colors shall be further specified by the Technical Review Committee's List. – The applicant is proposing metal cladding as a material.

Frontage fences shall be made of metal or wood pickets- The fence design is not wood pickets.

Frontal fences shall have different designs than adjacent lots and shall be painted white. –Color is not white.

Windows shall be subdivided into lights by muntins, and the lights shall be square or vertical in proportion. The lights throughout the building shall be uniform in size or proportion, an exception being when windows become gradually smaller toward the upper stories. Muntins on windows at ground level shall be true divided lites. –the proposed windows do not muntins.

Window sills should be provided, and lintels may be shown. The window sill should slightly overlap the width of the window opening, but shall not project more than 2 inches. –There are no window sills.

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

TRC recommendations:

The TRC made the following recommendations to the proposed development:

1. Fences at Heck Street shall be no taller than four feet in height and be transparent.
2. The edge of the townhouses shall be more than 1.2 feet from Cookman Avenue.

3. There shall be pedestrian access from the Drive Alley to Cookman Avenue.
4. Pathway connecting Asbury Avenue and Heck Street shall be realigned to line up with Bergh street and that the pathway be public access.
5. A pedestrian walkway shall be added to the alleyways.
6. Metal facade material shall be reconsidered with a more traditional material found in the waterfront area.
7. The alleys shall be visually screened using plantings and solid fencing consistent with the architectural finishes of the buildings.
8. The A/C units shall be moved from the street frontages.

Exhibit C

Attachment: Exhibit C (2020-96 : AP Triangle referral to the Planning Board - Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4)

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

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CITY COUNCIL
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To: Mayor and Council
From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment
CC: Joseph Maraziti, Esq., Redevelopment Counsel
Jennifer Porter for AP Triangle, LLC, Applicant
Date: October 1, 2019
Re: AP Triangle, LLC
Cookman, Heck and Asbury Avenues
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Block 3206, Lots 1-4
SITE PLAN CONCEPTIAL REVIEW

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Parking for the units will only be in driveways and garages in the internal alleys. Access from the street for the alleys will be off of Heck Street with loss of one (1) off street parking space. The alleys are 24 feet wide. Two (2) parking spaces are provided per unit with one space in the structure and one space on an asphalt driveway. Each pad is 20 feet in length and 9 feet in width. Landscaping is in between every second driveway. Street amenities will be added to Asbury Avenue. Eight (8) houses will not face the alley or the street, but will face a meandering sidewalk connecting Asbury Avenue and Cookman Avenue. The Infrastructure improvements for all the streets have been finished. There is no pedestrian walkway or sidewalk within the alleys.

The majority of the property is located in FEMA flood zone X. The portion that will remain undeveloped opens is space is in FEMA flood zone V. Drainage will connect to stormwater inlets. Groundwater recharge is not required, but they will look at options to alleviate flow and shall have a plan developed for the planning board which may include some recharge. Transformers will be located at the ends of the project and have enough room for plant screening. There will be gas lines for grills for the roof decks. The post office will require a cluster mail box of which the location has not been determined.

All lights will be LED. Each entryway will have a light and the roof decks will have lights. Street lighting is already installed. They will look into a possible pole mounted light in the alley.

The area between the townhouses and the undeveloped triangle on Cookman Avenue will be heavily landscaped with a dense screen to block headlights from the alley shining onto Cookman Avenue. Grasses are proposed to screen the A/C condensers in the front yards. There will be ornamental plantings between every two driveways. Most of the plants selected for the project are native plants supplemented by plants that do well in a seaside environment such as roses and hydrangeas. 13 shade trees (Honeylocust and London Plane) and 14 ornamental trees are proposed. 650 ornamental grasses as well are proposed. An irrigation system is proposed. Miscanthus and fescues are plants recommended that thrives in the area.

Purpose of Redevelopment Entity Meeting

Pursuant to the Waterfront Redevelopment Plan:

“All construction projects within the redevelopment area shall receive comments from the TRC prior to submission to the Mayor and Council acting as Redevelopment Agency for the City. Upon conceptual approval by the City of Asbury Park, the Mayor and Council, acting as the Redevelopment Authority, the matter shall then be submitted to the Planning Board for preliminary and final site plan approval, pursuant to statute.”

Therefore, the Mayor and Council must review the project concept for general consistency with the tenants contained within the Waterfront Redevelopment Plan. Detailed site plan review will take place at the Planning Board level.

Zoning Considerations

The submitted plans conform to the waterfront redevelopment plan requirements for use, bulk, maximum height, minimum lot size, and minimum number of parking spaces.

The project meets the majority of the design requirements of the redevelopment plan, however a few of the design requirements are not met and require a waiver.

The following design requirements are not met:

Building Walls shall be finished in stone, brick, stucco, cast stone, wood shingle and wood or Hardiplank Clapboard. Materials and colors shall be further specified by the Technical Review Committee’s List. – The applicant is proposing metal cladding as a material.

Frontage fences shall be made of metal or wood pickets- The fence design is not wood pickets.

Frontal fences shall have different designs than adjacent lots and shall be painted white. –Color is not white.

Windows shall be subdivided into lights by muntins, and the lights shall be square or vertical in proportion. The lights throughout the building shall be uniform in size or proportion, an exception being when windows become gradually smaller toward the upper stories. Muntins on windows at ground level shall be true divided lites. –the proposed windows do not muntins.

Window sills should be provided, and lintels may be shown. The window sill should slightly overlap the width of the window opening, but shall not project more than 2 inches. –There are no window sills.

Facade colors shall be selected from a single quadrant of the color wheel. This technique, without specifying particular colors, allows a range that is automatically harmonious. In addition to white, the designated quadrant shall be

the lighter saturations of the yellow-to-red quadrant. This encompasses the cream, ochre, pink, terra-cotta, range. Trim and attached elements may be white or a darker or lighter saturation of the wall color. Awnings, signage, doors and shutters may be any color, however, dark blues, greens and reds are traditional. –
The townhouses are proposed to be in gray tones.

TRC Comments and Recommendations

The TRC made the following recommendations to the proposed development:

1. Fences at Heck Street shall be no taller than four feet in height and be transparent.
2. The edge of the townhouses shall be more than 1.2 feet from Cookman Avenue.
3. There shall be pedestrian access from the Drive Alley to Cookman Avenue.
4. Pathway connecting Asbury Avenue and Heck Street shall be realigned to line up with Bergh Street and that the pathway be public access.
5. A pedestrian walkway shall be added to the alleyways.
6. Metal facade material shall be reconsidered with a more traditional material found in the waterfront area.
7. The alleys shall be visually screened using plantings and solid fencing consistent with the architectural finishes of the buildings.
8. The A/C units shall be moved from the street frontages.

Revisions based on TRC comments:

The applicant has revised the drawings to conform with TRC comments 1,2, 3, 5, 6 and 7:

Single walkways were added to buildings 1 and 3 which are mountable by vehicles traversing the rear drive aisles and entering the driveways.

Site plan was modified to move Building #3 from 1.2' off of Cookman Avenue to approximately 4.6 ' off of Cookman Avenue

The open space was narrowed north of Building 2 by 4' to maintain a 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

The 60' cable fence along the frontage of the townhomes have been replaced with a 42" metal railing fence.

Aluminum panels have been eliminated and replaced with gray slate cementitious trim and the aluminum clad windows have been replaced with black windows. Similarly, the black aluminum front door has been replaced with a Masonite door.

Light fixtures have been added outside the alley entry doors.

Five bollard lights have been added along the walkway area plan behind building 3 for illumination.

More native species have been added to the landscaping. Large areas of Liriope have been replaced with sedge grasses and perennial plantings.

Planting along the eastern property line have been enhanced to include areas of evergreen trees, small shade trees to form groves, native ornamental grasses, native shrubs and perennials.

Fencing has been added to the eastern property boundary. Square lattice wood fencing is proposed with lattice gates added at the northern and southern ends of the internal walkway with limited access.

Plantings in the street facing private patios have been revised to provide a continuous evergreen screen of Skyrocket Junipers (5-6 feet in height).

The maintained lawn area has been reduced in size.

Southern buffer areas were revised to accommodate the new sidewalk connecting the site interior to Cookman Avenue and to closer align with the property line.

Director's Comments and Recommendations

The applicant shall have to demonstrate how the proposed townhouse architecture fits into the design guidelines and architectural styles of the redevelopment plan.

The applicant should reconsider the skyrocket juniper in the front yard area to a more street facing friendly plant.

The applicant should reconsider having the A/C units in the front yards of the townhouses abutting the street. While the front yards are considered part of the recreation space for the units, it is still public facing space.

The applicant should start discussions with the municipality regarding the future use and ownership of the open space at the corner of Cook and Heck. It should be developed in conjunction with this application for development.

**CHIESA SHAHINIAN & GANTOMASI PC**

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WEST ORANGE, NJ 07052

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JENNIFER M. PORTER

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(O) 973.530.2071

(F) 973.530.2271

September 20, 2019

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

Re: AP Triangle LLC
Block 3203, Lots 1-5 and 15-19
Block 3206, Lots 1-4
Application for Review by City Council

Dear Ms. Alonso:

AP Triangle LLC, an affiliate of Asbury Partners, LLC, ("AP Triangle" or "Applicant") is proposing to develop a 48 unit townhouse project within Asbury Park's Waterfront Redevelopment Area ("WRA") on a 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 3202, Lots 1-5 and 15-19 and Block 3206, Lots 1-4 (hereinafter referred to as the AP Triangle LLC Townhouse Development Project" or the "Project").

As you may recall, we meet with the City's Technical Review Committee ("TRC") back in July to discuss the Project. We believe we have sufficiently addressed the comments from TRC to the point where the Project can proceed to review by City Council. Accordingly, enclosed for your review for completeness prior to our full submission to City Council, please find one (1) copy of the following application and supporting documentation in support of the Project:

1. Narrative Description of Project;
2. Summary of Changes in Response to Technical Review Committee Comments;
3. Conceptual Site Plans prepared by Bowman Consulting dated September 16, 2019 consisting of the following sheets:
 - a. Sheet No. 1 and 2 of 2 Conceptual Site Plan;
 - b. Sheet No. 1 and 2 of 2 Building Mounted Light Fixture Locations

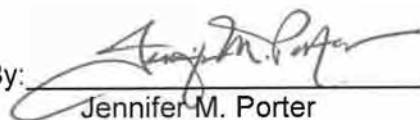
September 20, 2019
Page 2

4. Architectural Renderings, Elevations and Floor Plans prepared by MVMK Architecture & Design, dated August 5, 2019;
5. Landscape Plan prepared by BML Studio dated August 30, 2019;
6. Architectural Details prepared by MVMK Architecture & Design dated August 5, 2019;
7. Manufacturer Details of Lattice Fence and Picture of Lattice Gate;
8. Disclosure of Political Contributions Certifications for the following individuals:
 - a. Brian Cheripka;
 - b. David Furgal;
 - c. Jennifer Porter;
 - d. Frank J. Minervini;
 - e. Sean Delany;
 - f. Brian Leff; and
 - g. Keenan Hughes.

Please let us know if anything further is required in order for this application to be scheduled for review at the next available meeting of the City Council.

Very truly yours,

By:


Jennifer M. Porter
Member

**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

AP Triangle 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 1-5 and 15-19 and Block 3206, Lots 1-4 (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. 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. This space will provide both a strong visual connection and a strong pedestrian connection between Cookman Avenue and Lake Avenue. The Applicant owns the balance of the block and intends to develop the public space as part of a subsequent phase of development.

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 4th 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 4th story and in excess of 400 square feet for townhouses with a mezzanine level above the 3rd story) which will enhance the outdoor utility of the overall community and provide unparalleled views and enjoyment to each homeowner.

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.

Pursuant to the WRP, the maximum height of the townhomes ranges from 3 stories (with a mezzanine level above) to 4 stories. The pending amendment to the WRP will eliminate 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.

Environmental

If the Project is approved, the site will be cleaned up to NJDEP standards. Once complete, the applicant will obtain a Response Action Outcome.

Infrastructure Improvements

- **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.
- **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.
- **General:** Utilize existing sanitary laterals, arrange and pay applicable utility provider all costs for natural gas, electric, water and cable TV service.

Municipal Revenue

The AP Triangle Townhomes project as a development within the Waterfront Redevelopment Area will be funding the infrastructure fees.

- **Utility/Sewer Fee:** The Utility/Sewer fee is \$4,547.00 per unit, totaling \$218,256.00.
- **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.

Summary of Changes in Response to Technical Review Committee Comments

Applicant met with the City's Technical Review Committee ("TRC") on July 11, 2019 to discuss the Project. The changes that have been made to address the TRC comments are summarized as follows:

(1) Overall Concept 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 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.

(2) Architecture

- The 60" cable fence along the frontage of the townhomes has been replaced with a 42" metal railing fence.
- Height dimensions have been added to the plans.
- Significant changes to the architectural details, façade materials and colors have been made. In accordance with comments from the TRC, the aluminum panels have been eliminated and replaced with gray slate cementitious trim and the

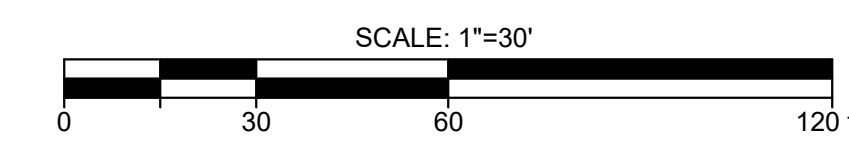
aluminum clad windows have been replaced with black windows. Similarly, the black aluminum front door has been replaced with a Masonite door.

(3) Lighting

- Light fixtures have been added to the outside of the rear entry doors;
- Five (5) bollard lights have been added along the walkway area behind Building #3 for illumination.

(4) Landscaping

- 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;
- 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.



PRELIMINARY AND FINAL SITE PLAN FOR
AP TRIANGLE TOWNHOMES
OVERALL CONCEPTUAL SITE PLAN

BLOCK 3206, LOTS 1-4, BLOCK 3203, LOTS 15 & 15-19
 CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

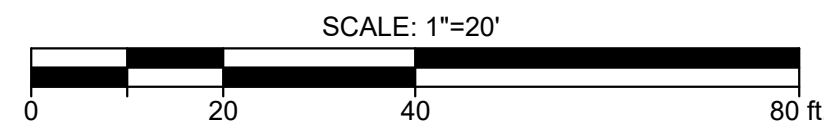
SHEET No.

1

2

OF

PRELIMINARY AND FINAL SITE PLAN FOR
AP TRIANGLE TOWNHOMES
OVERALL CONCEPTUAL SITE PLAN
BLOCK 3206, LOTS 1-4, BLOCK 3203, LOTS 1-5 & 15-19
CITY OF ASSBURY PARK, MONMOUTH COUNTY, NEW JERSEY



OWNER / APPLICANT:

*DEVIATION FROM MINIMUM LOT SIZE REQUIRED. PROPOSED LOT TO BE DEVELOPED AS OPEN SPACE AND NOT AS A BUILDABLE LOT

SHEET No. 2 OF 2

Bowman
CONSULTING

6	
5	
4	
3	
2	REVISED FOR CITY COUNCIL SUBMISSION
1	ADDED ZONING SCHEMATIC

12	
11	
10	
9	
8	
7	



26' BACK TO BACK TOWNHOME PRODUCT

Models A & B
2884/1986 SQFT :: 26' x 64'-10"

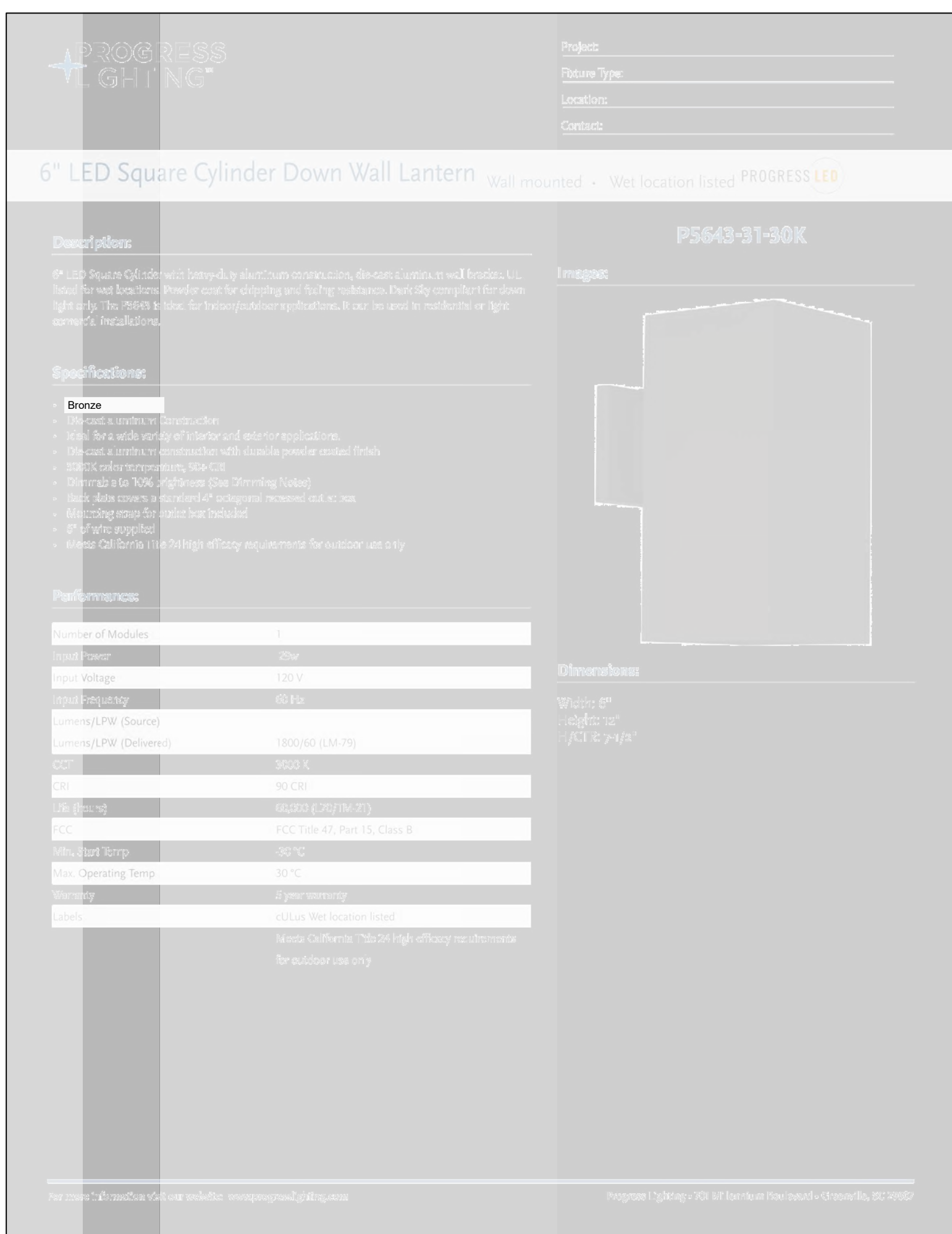


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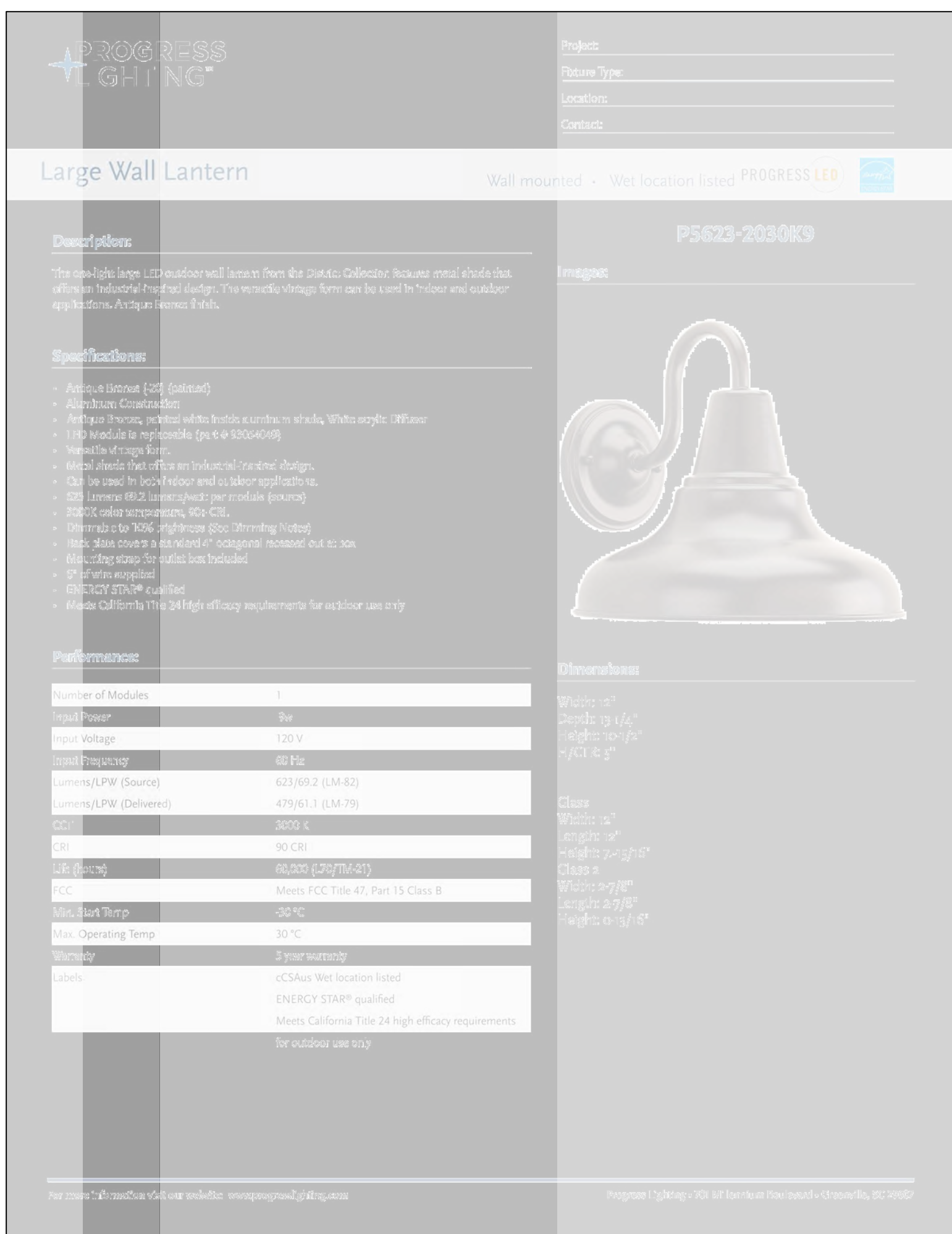


260 14th Street, Lincoln, NE Tel: 402 396 0527

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FIXTURE B
 PROPOSED BUILDING MOUNTED LIGHTS
 AT ROOF DECK AND REAR ENTRY DOORS



FIXTURE A
 PROPOSED BUILDING MOUNTED LIGHTS
 AT GROUND FLOOR ENTRY POINTS
 (GARAGES / PATIOS)

OWNER / APPLICANT:

AP TRIANGLE LLC
205 3rd AVENUE
ASBURY PARK, NJ 07712

6				12
5				11
4				10
3				9
2	REVISED FOR CITY COUNCIL SUBMISSION	8/16/19	JNPJ	8
1	ADOPTED ZONING SCHEDULE	6/7/19	SAD	7
	REVISION	DATE	CHNGD	REVISION
		DATE	CHNGD	

PROJ.: 080696-F1-002
DATE: 07/08/2019
CHKD: SAD



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NJ Certificate of Authorization
No. 24A00222600

Shirley C. Delany

SEAN A. DELANY, N.J. Professional Engineer, Lic. 24GE0447100

PRELIMINARY AND FINAL SITE PLAN FOR
AP TRIANGLE TOWNHOMES
EXHIBIT: BUILDING MOUNTED
LIGHT FIXTURE LOCATIONS
 BLOCK 3206, LOTS 1-4, BLOCK 3203, LOTS 1-3 & 15-19
 CITY OF ASSURU PARK, MONMOUTH COUNTY, NEW JERSEY

SHEET No.
1
OF
2



26' BACK TO BACK TOWNHOME PRODUCT

Models A & B

2884/1986 SQFT :: 26' x 64'-10"



6" LED Square Cylinder Down Wall Lantern

Desert Storm

[illegible]

Performances

Number of Modules	1
Output Power	75W
Input Voltage	120 V
Input Frequency	60 Hz
Current (LPM - Source)	
Current (LPM - Delivered)	1800/60 (L.M-75)
QoS	2000 K
CRI	90 CRI
Life (hours)	60,000 (~70/10-50)
FCC	FCC Title 47, Part 15, Class B
Eff. Dept. comp.	55%
Max. Operating Temp.	30 °C
Warranty	3 year warranty
Labels	CE/US Wet location listed
	Meets California Title 24 High-Efficiency Lighting for outdoor use only

FIXTURE B

PROPOSED BUILDING MOUNTED LIGHTS AT ROOF DECK AND REAR ENTRY DOORS

OWNER / APPLICANT:

AP TRIANGLE LLC
205 3rd AVENUE
ASBURY PARK, NJ 07712

6		12	
5		11	
4		10	
3		9	
2		8	
1	REVISED FOR CITY COUNCIL SUBMISSION	8/16/19	MWP
	ADDED ZONING SCHEDULE	8/7/18	SAD
	REVISION	DATE	CHECK
	REVISION	DATE	CHECK

PROJ.: 0800636-F1-002
DATE: 07/09/2019
CHKD: SAD

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The logo for Bowman Consulting, featuring the word "Bowman" in a large, bold, dark green serif font, and the word "CONSULTING" in a smaller, dark green, all-caps sans-serif font to its right. The background of the logo is a light green image of a forest.

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N.J. Certificate of Authorization
No. 24GE0447100

Shirley C. Delany

SHIRLEY A. DELANY, N.J. Professional Engineer, Lic. 24GE0447100

PRELIMINARY AND FINAL SITE PLAN FOR
AP TRIANGLE TOWNHOME EXHIBIT: BUILDING MOUNTAIN LIGHT FIXTURE LOCATION
 BLOCK 3206, LOTS 1-4, BLOCK 3203, LOTS 1-5 & 15-19
 CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

SHEET No. 2 OF 2

- 2 • Models A & B Renders
- 4 • Models A & B Elevations
- 7 • Interior Plans Form E :: 2884/1986 SQFT
- 8 • Interior Plans Form F :: 2884/1986 SQFT
- 9 • Interior Plans Form G :: 2884/2010 SQFT
- 10 • Interior Plans Form H :: 2884/2010 SQFT
- 11 • End Plans Form J :: 2643/1753 SQFT

AP Triangle Townhomes :: Models A & B

August 5, 2019

Attachment: Final - City Council Application - Final Copy 9.20.19 v.1 (003) (2020-96 : AP Triangle referal to the Planning Board - Block 3203,

MVMK

Minervini Vandermark Melia Kelly

360 14th Street, Hoboken, NJ 07030
www.mvmkarchitects.com

Packet Pg. 276

Models A & B

2884/1986 SQFT :: 26' x 64'-10"



NORTH / FRONT FACADE FACING ASBURY AVENUE

AP Triangle Townhomes

Models A & B
2884/1986 SQFT :: 26' x 64'-10"



EAST / REAR FACADE FACING INTERIOR OF COMMUNITY

AP Triangle Townhomes

Models A & B
2884/1986 SQFT :: 26' x 64'-10"



FORM J FORM H FORM G FORM F FORM E FORM G FORM H FORM J

NORTH / FRONT FACADE FACING ASBURY AVENUE

AP Triangle Townhomes

Models A & B
2884/1986 SQFT :: 26' x 64'-10"



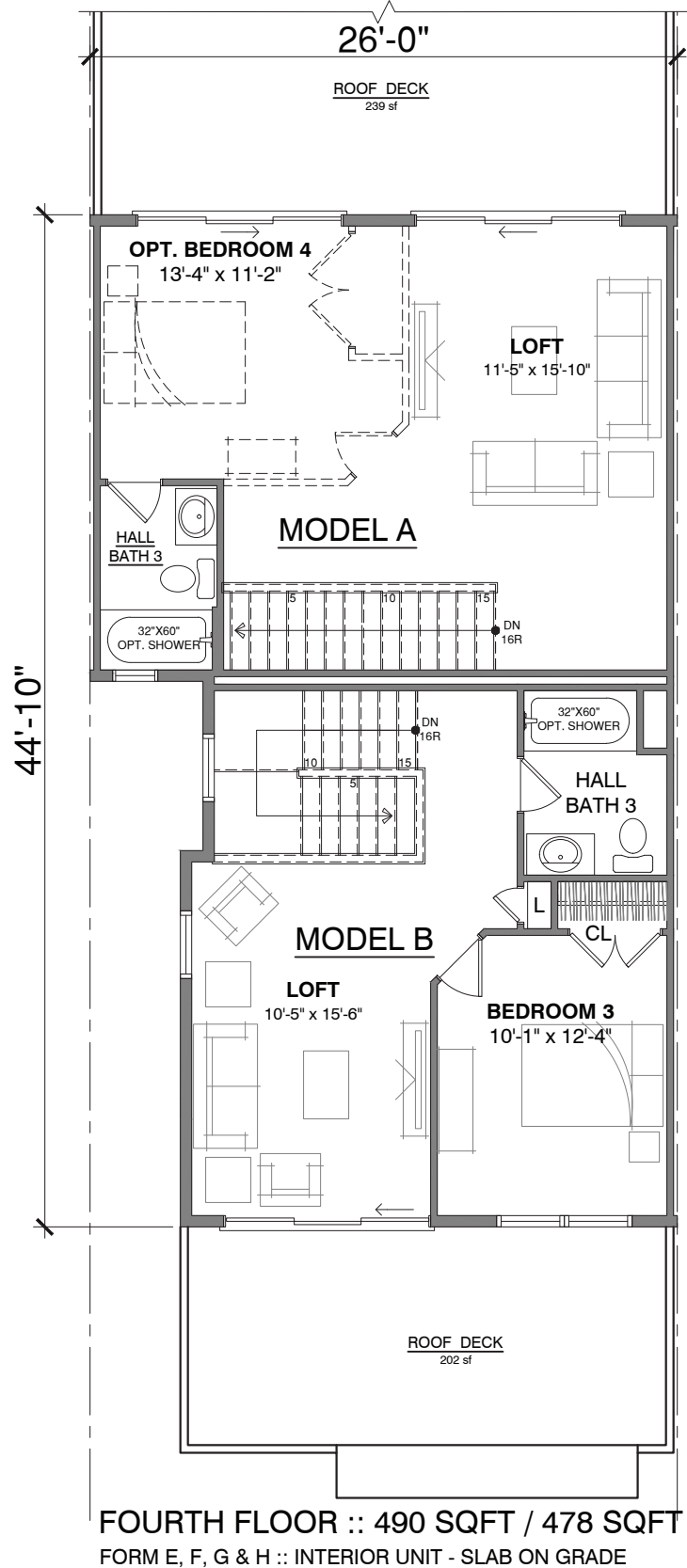
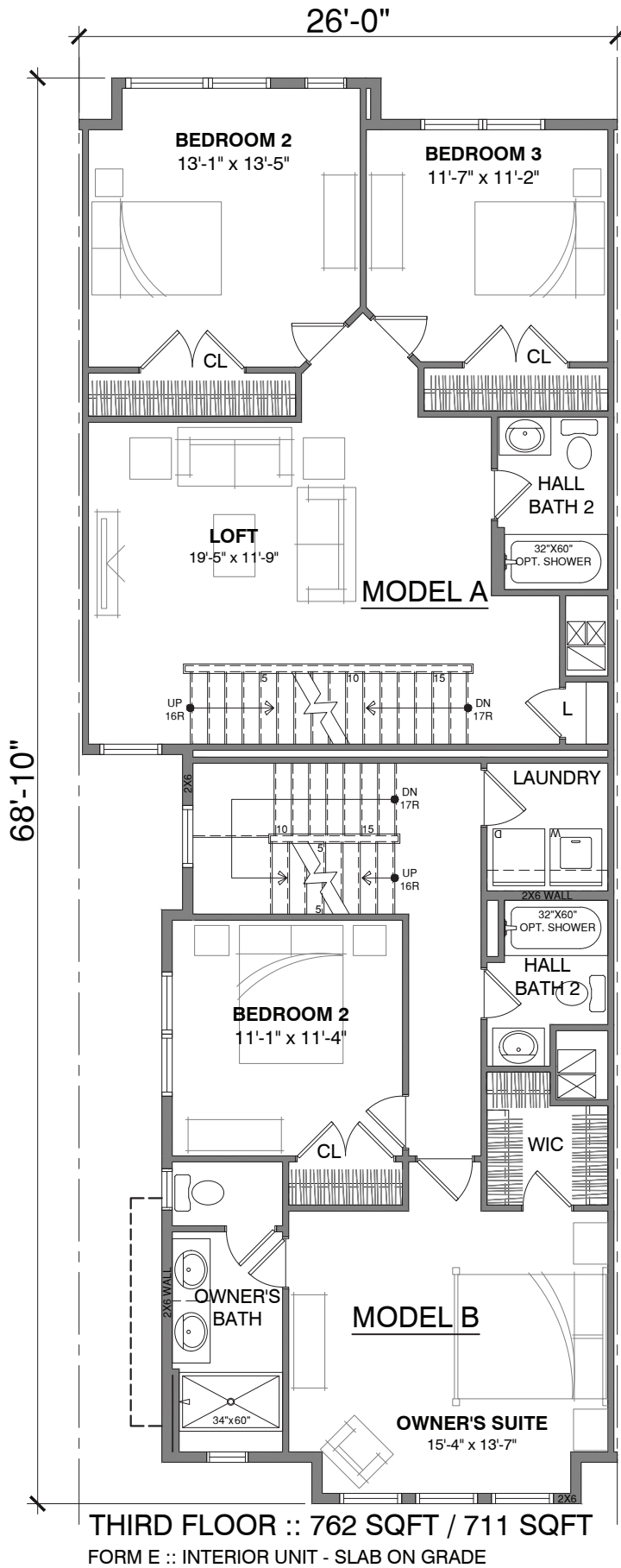
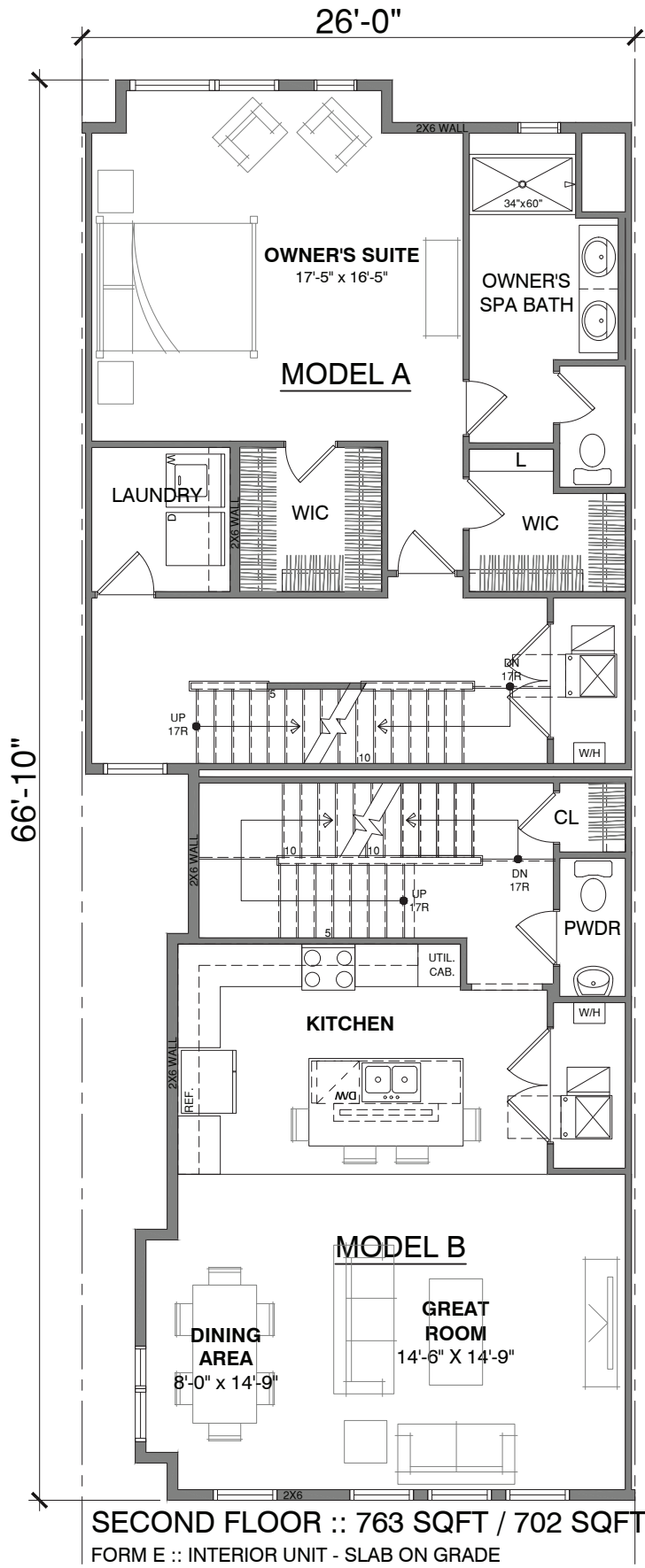
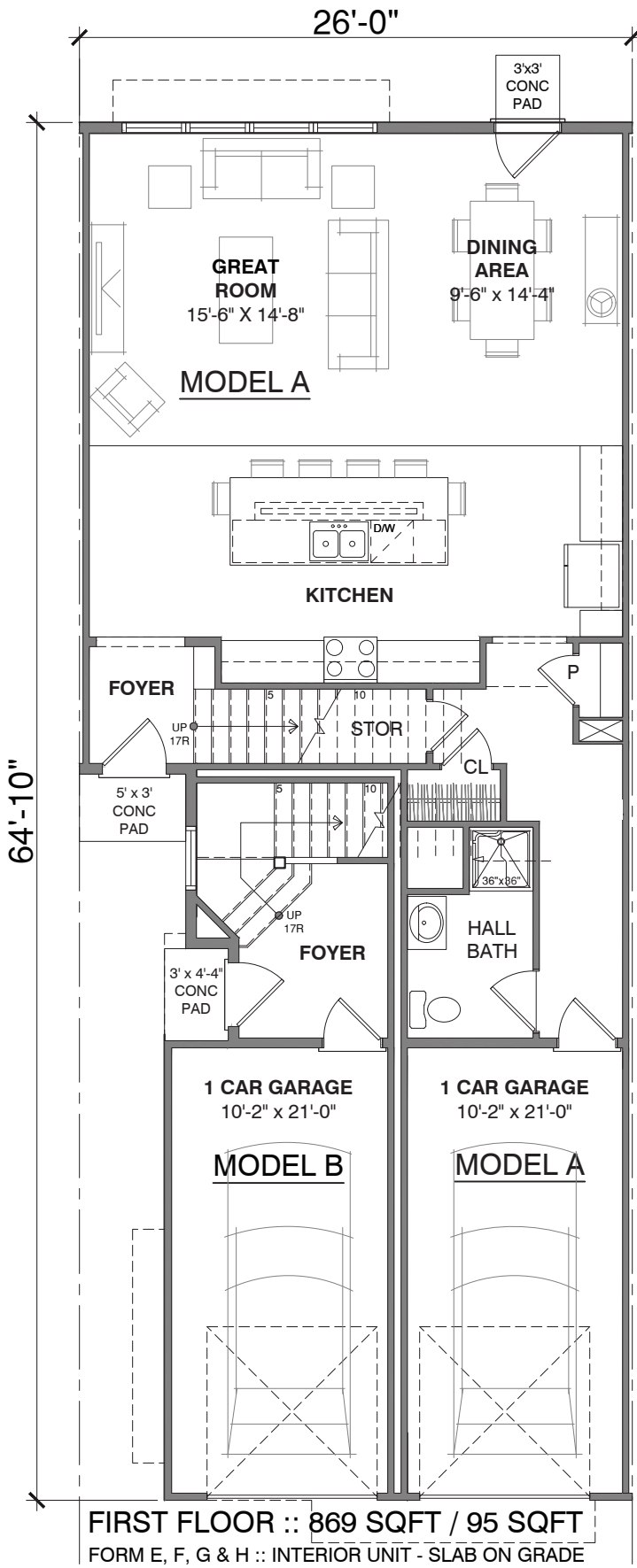
FORM J FORM H FORM G FORM E FORM F FORM G FORM H FORM J

WEST / REAR FACADE FACING INTERIOR OF COMMUNITY

AP Triangle Townhomes

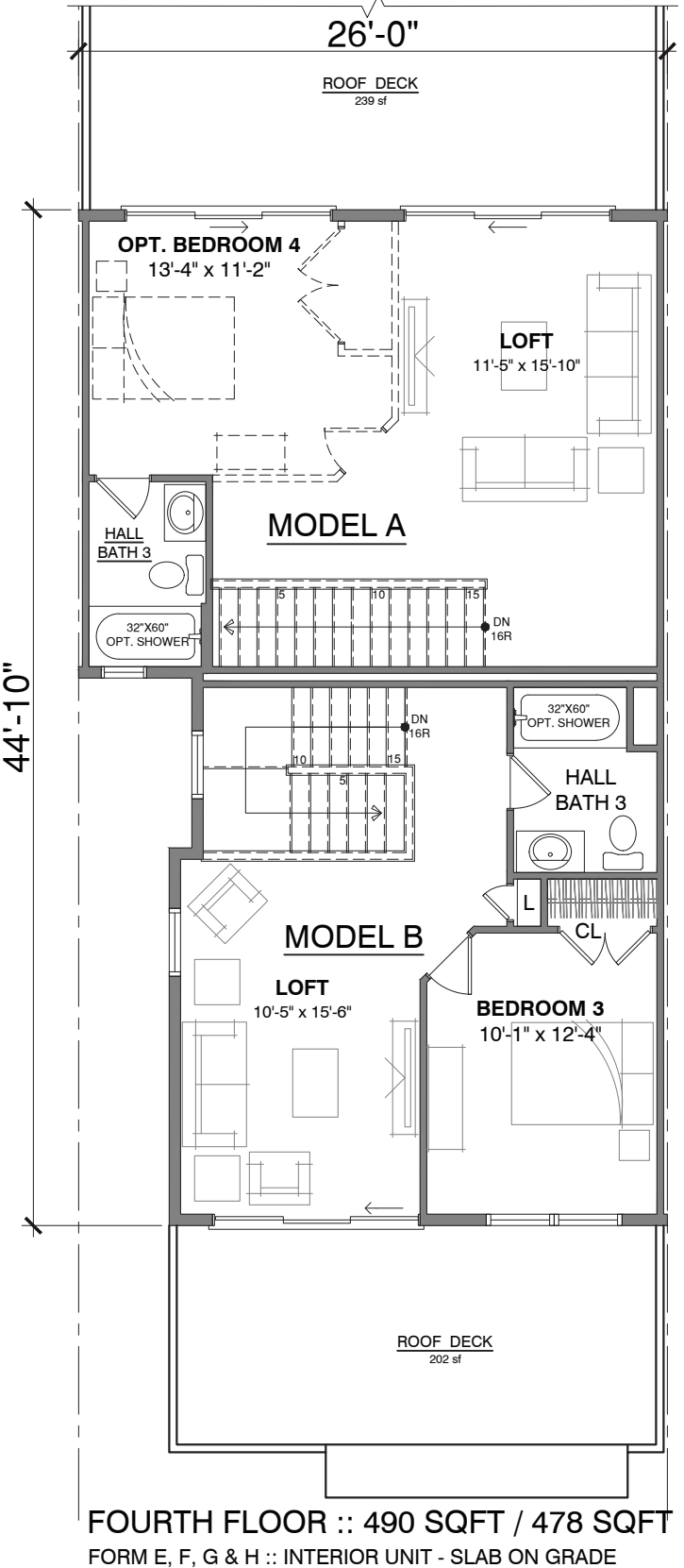
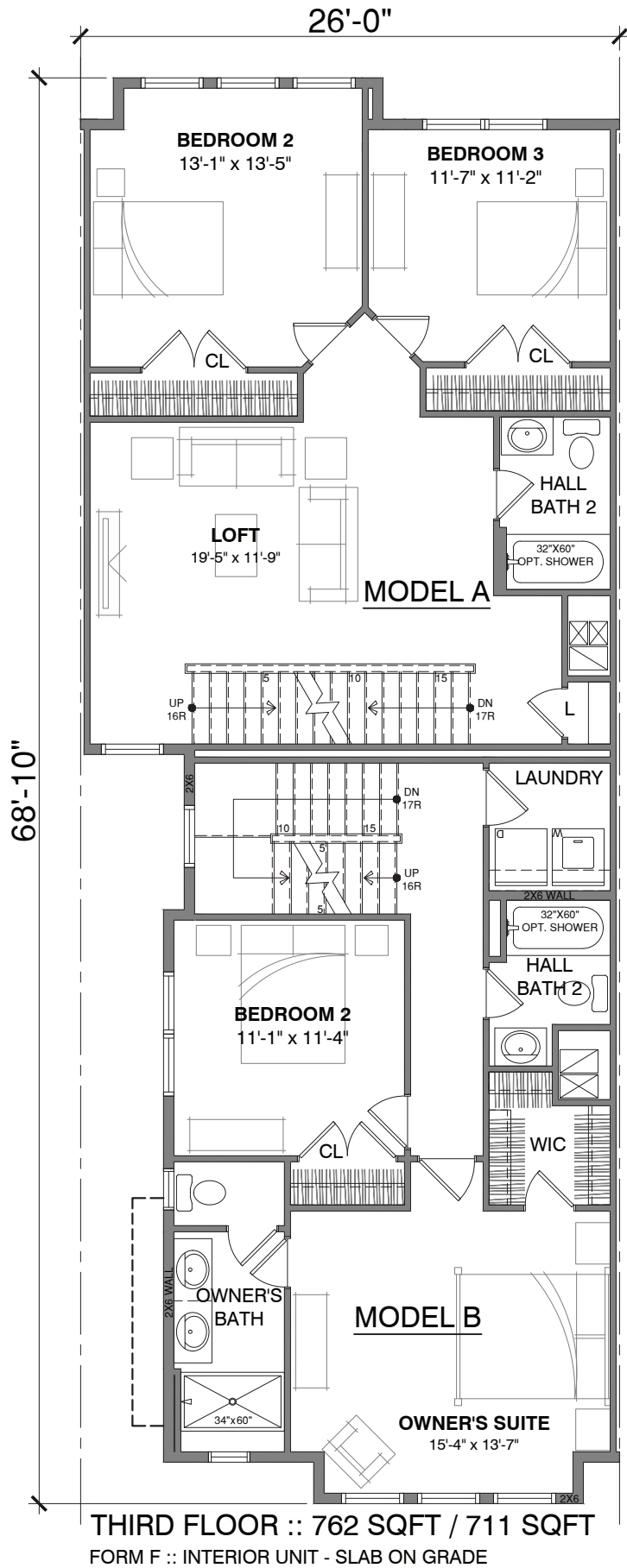
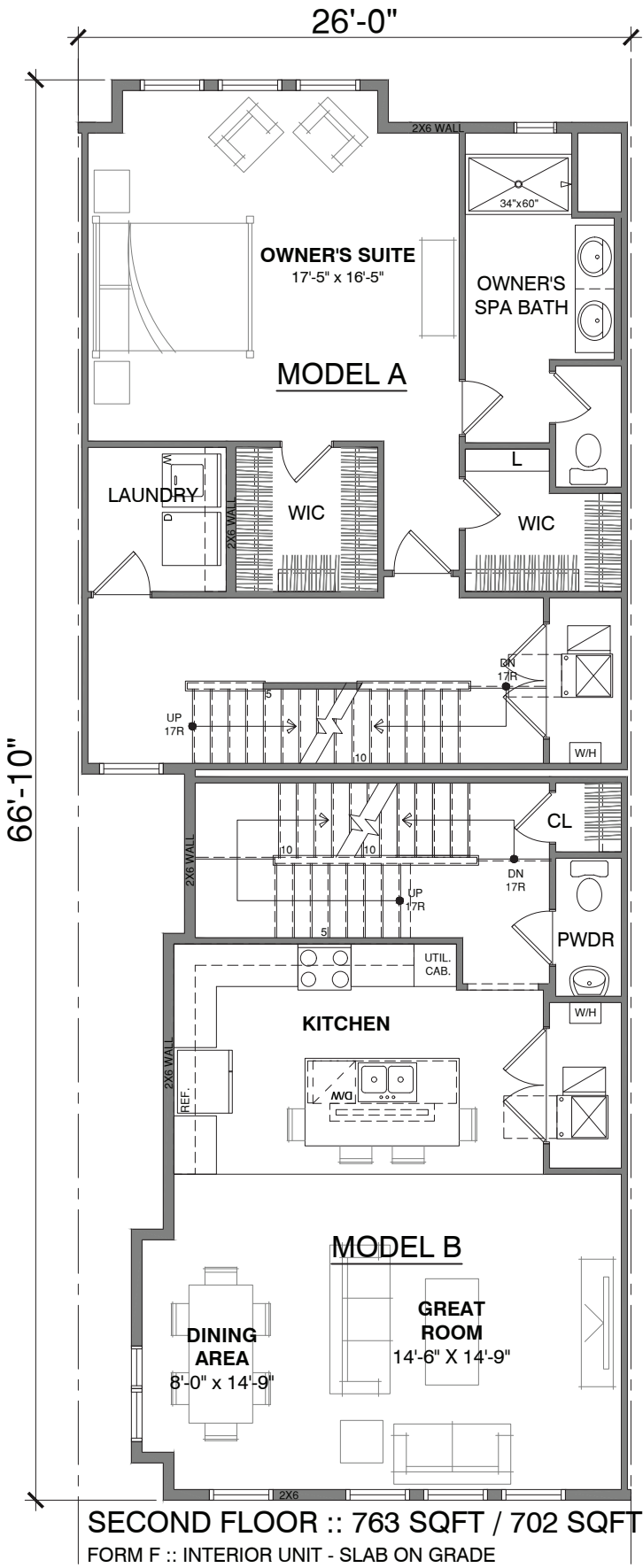
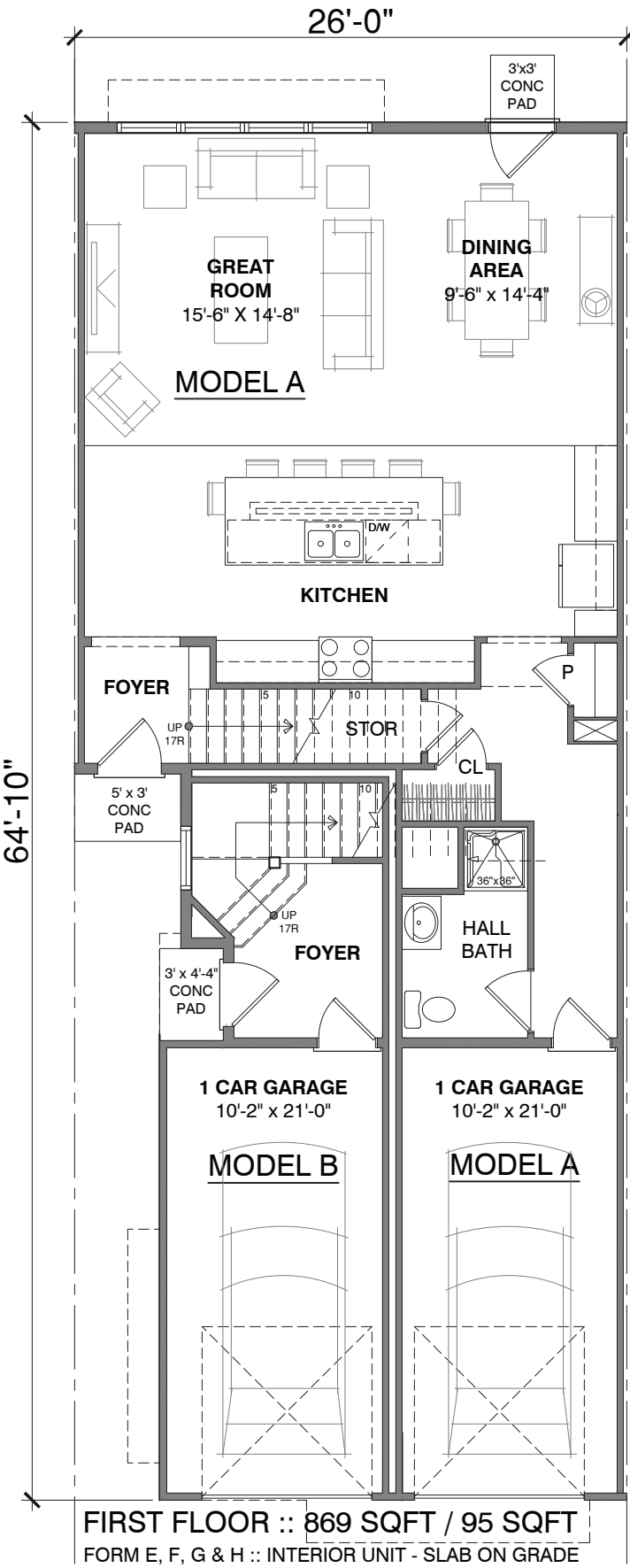
Models A & B

2884/1986 SQFT :: 26' x 64'-10"



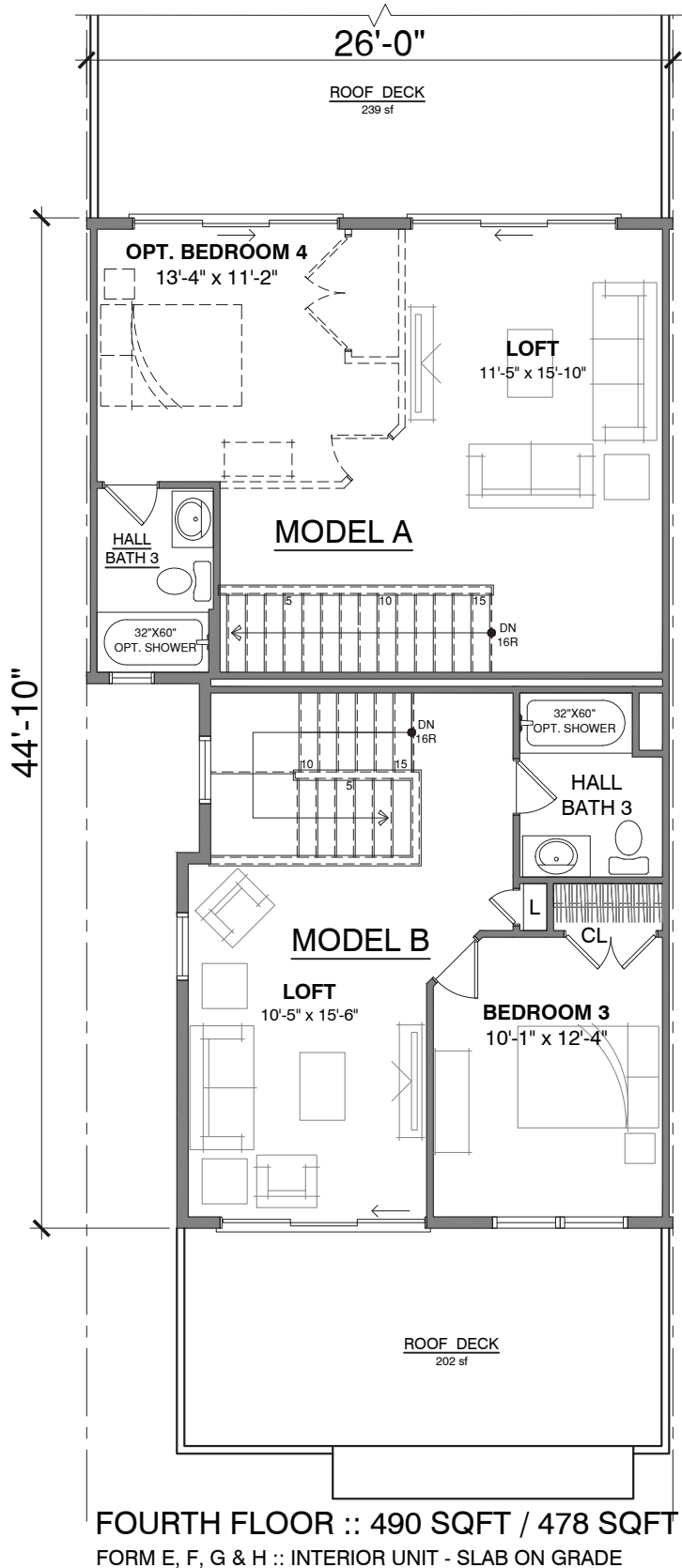
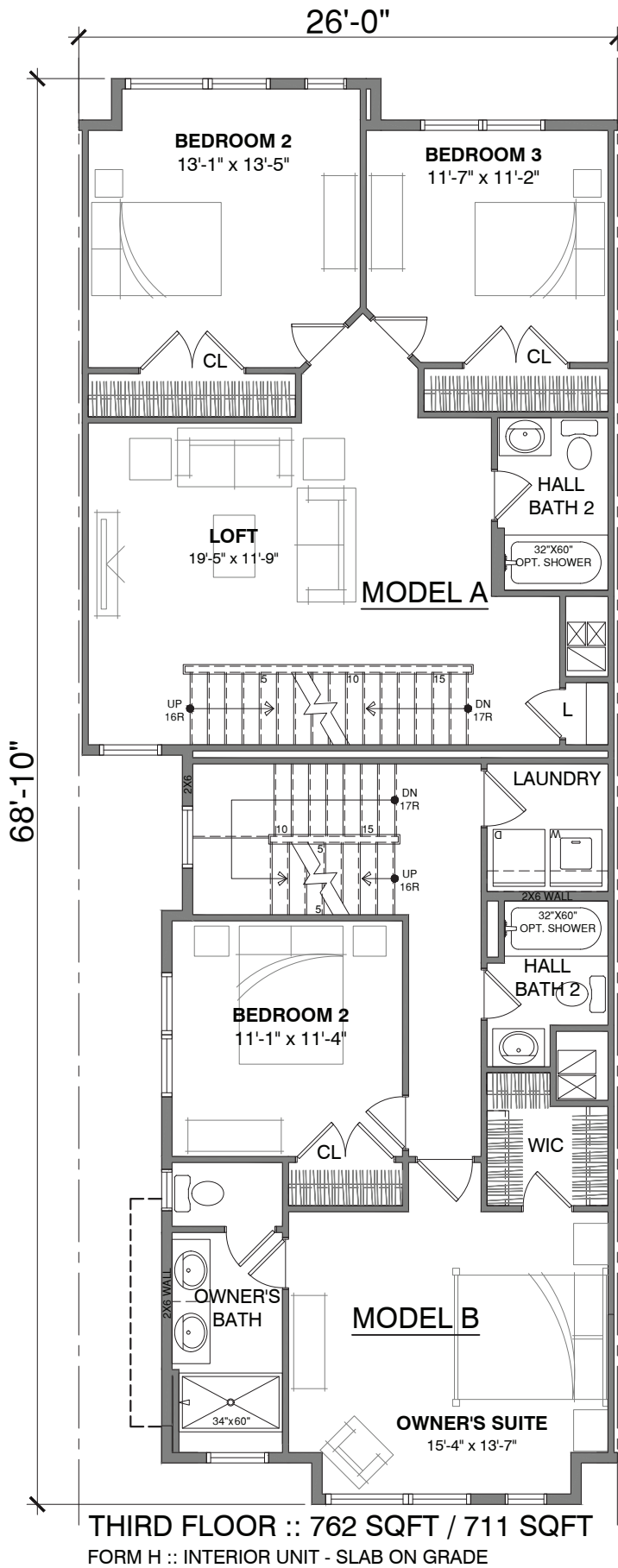
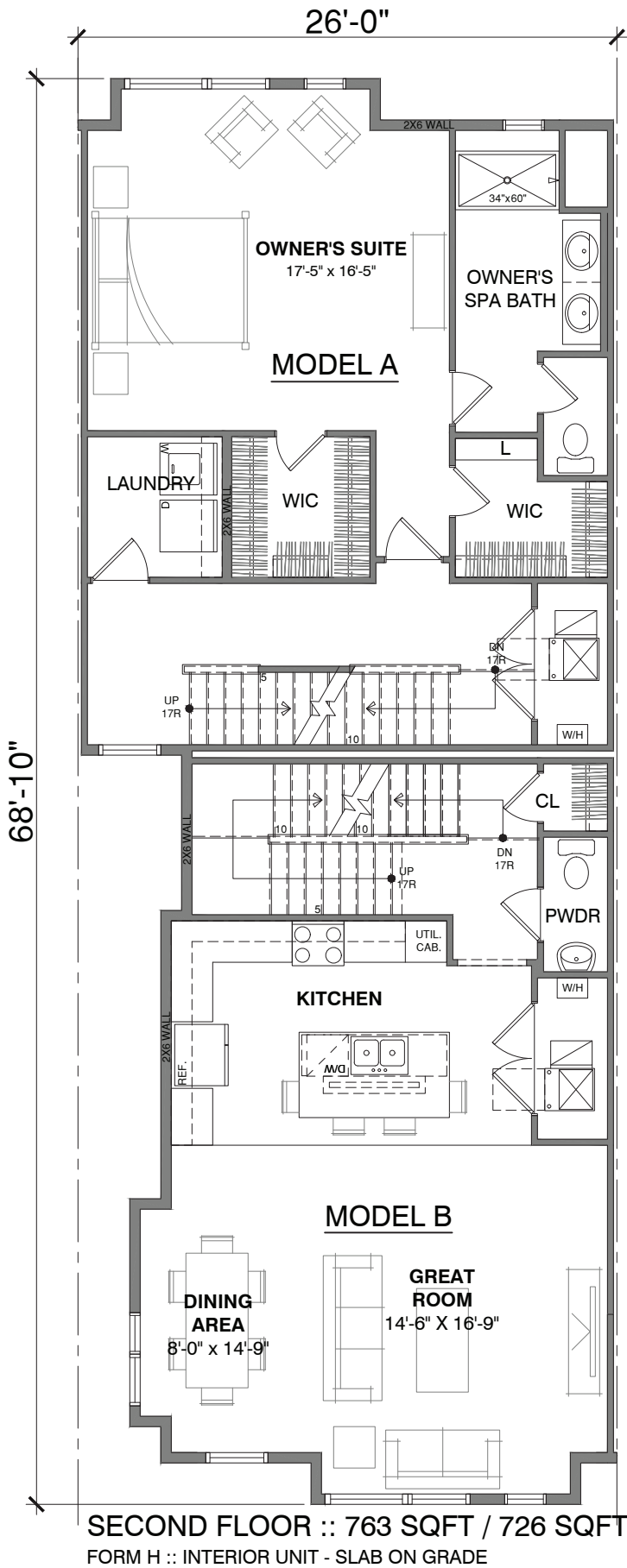
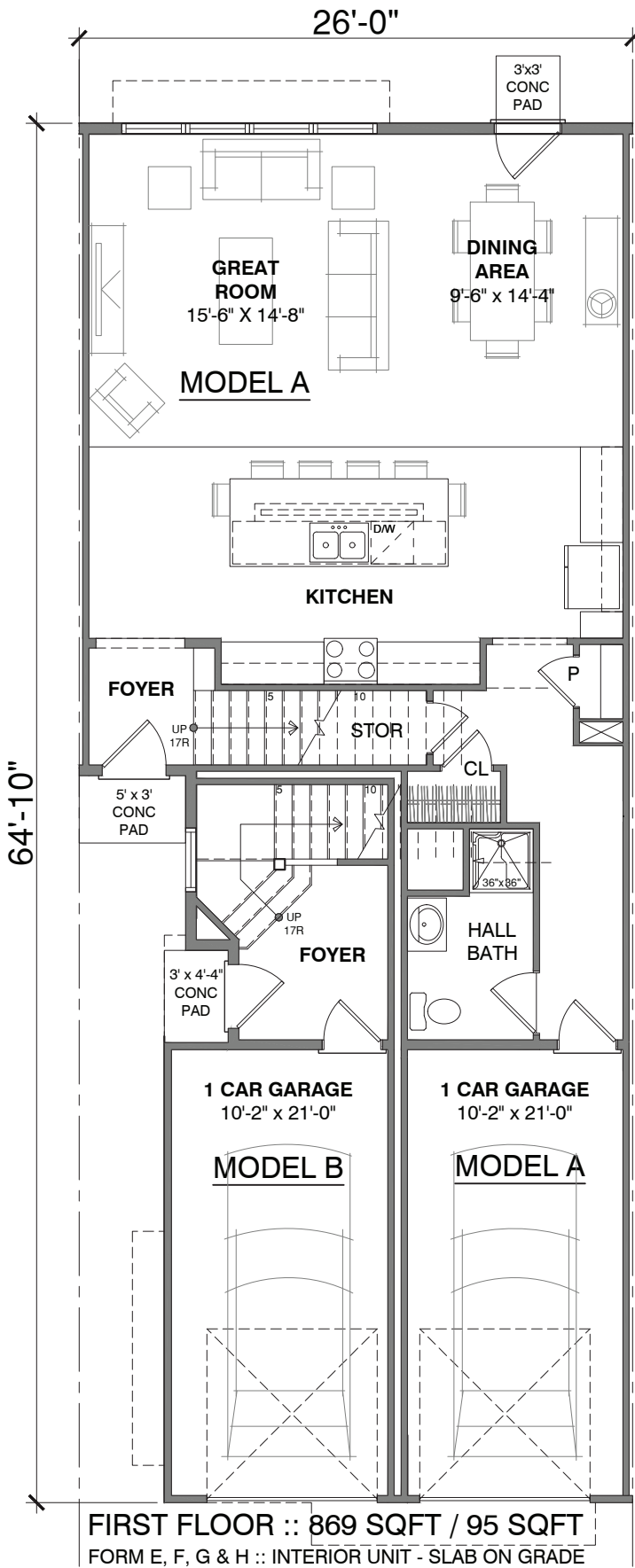
Models A & B

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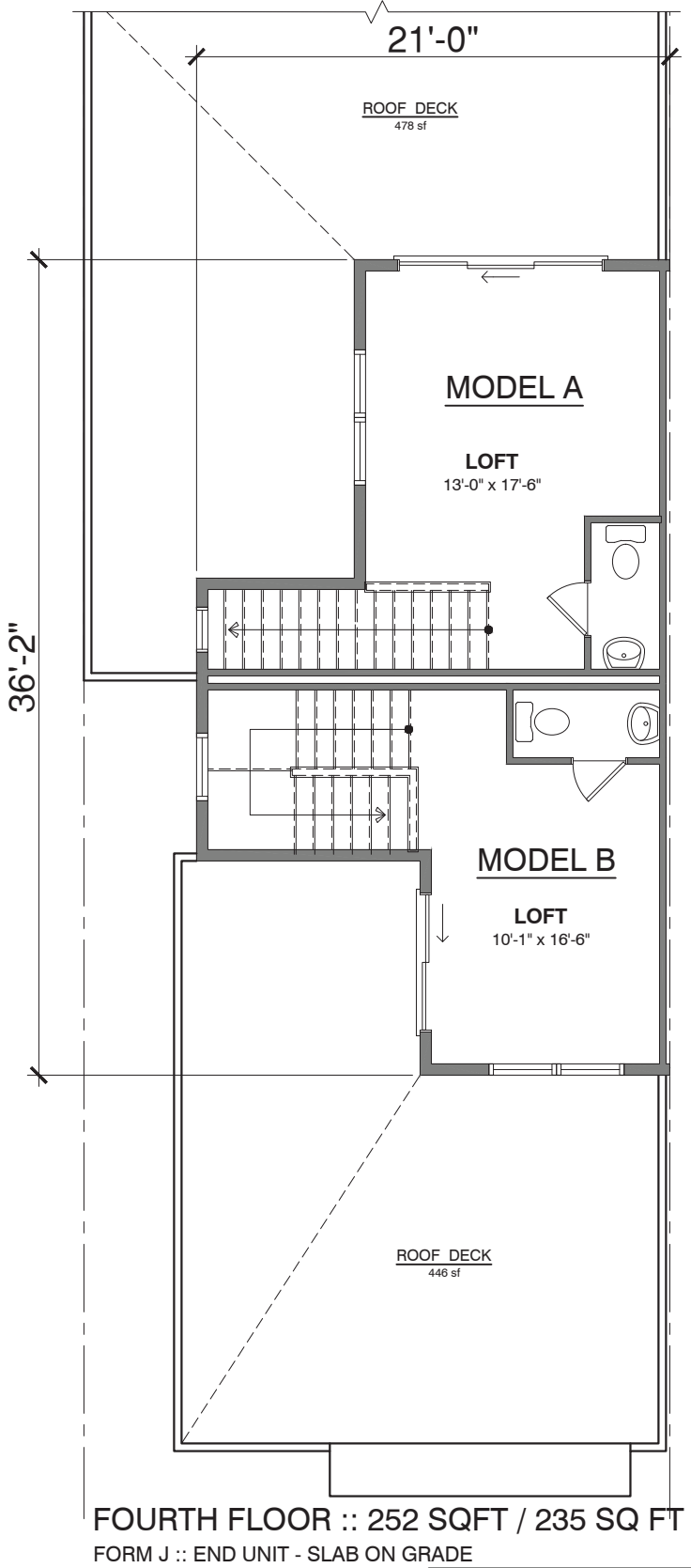
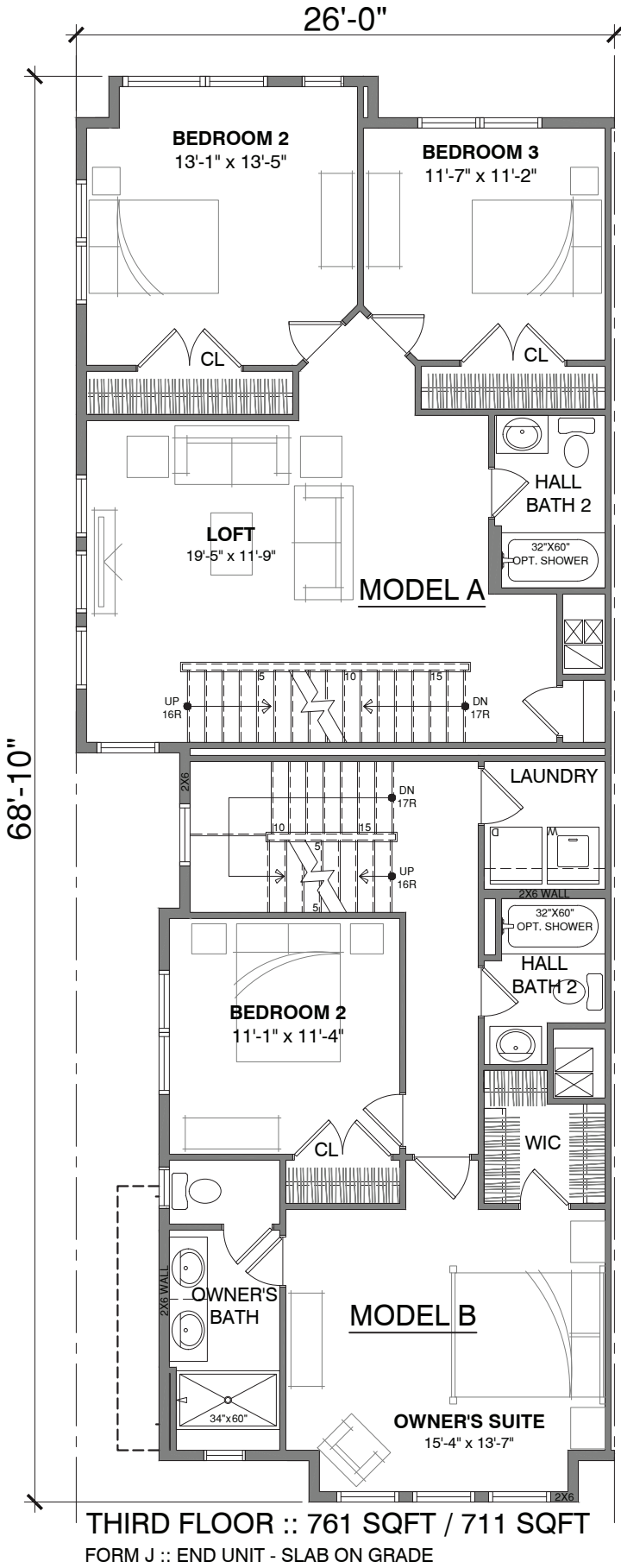
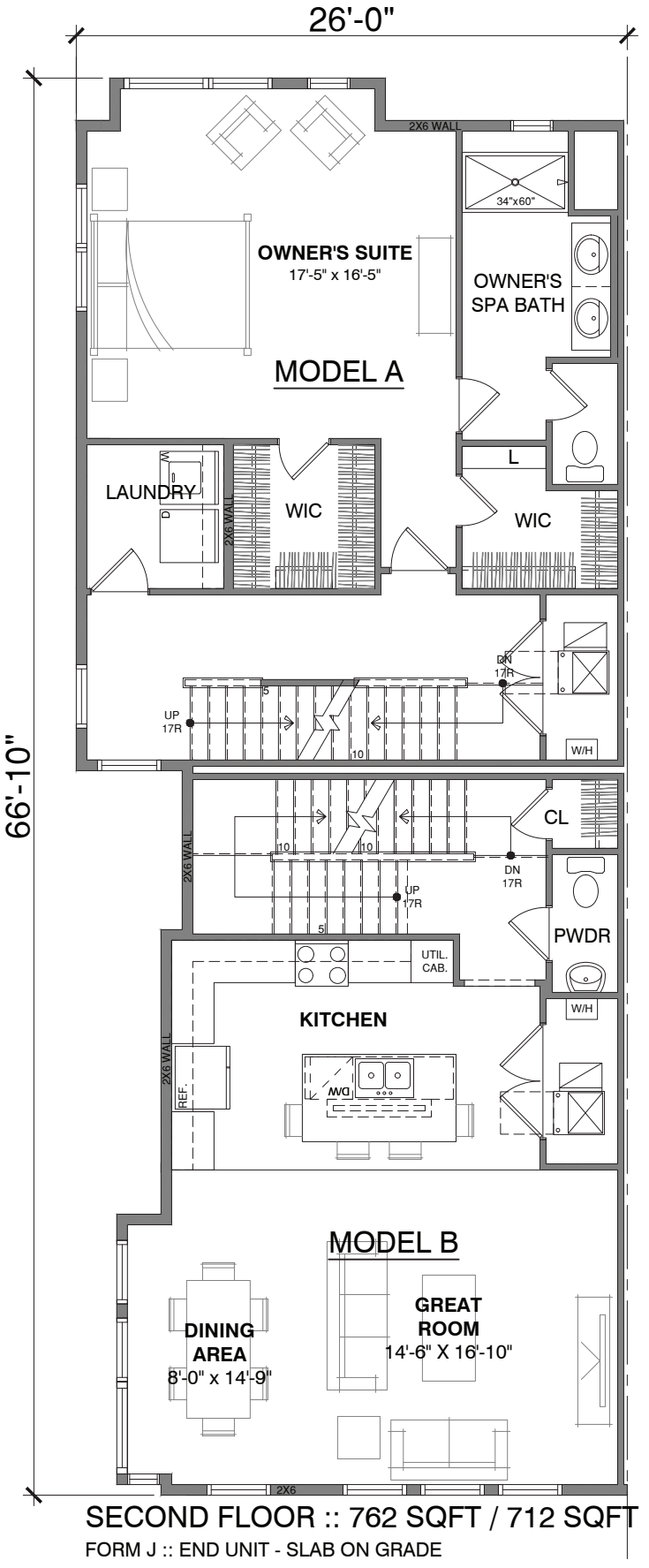
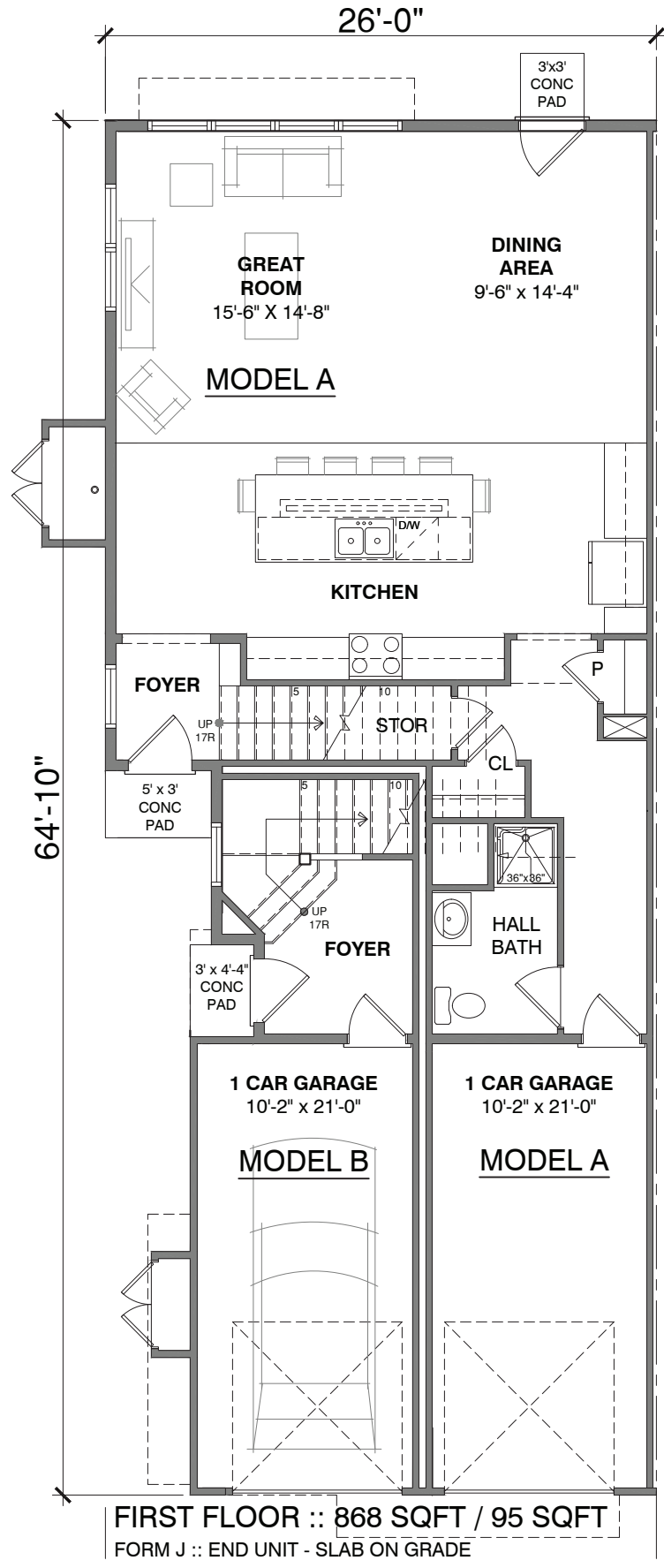


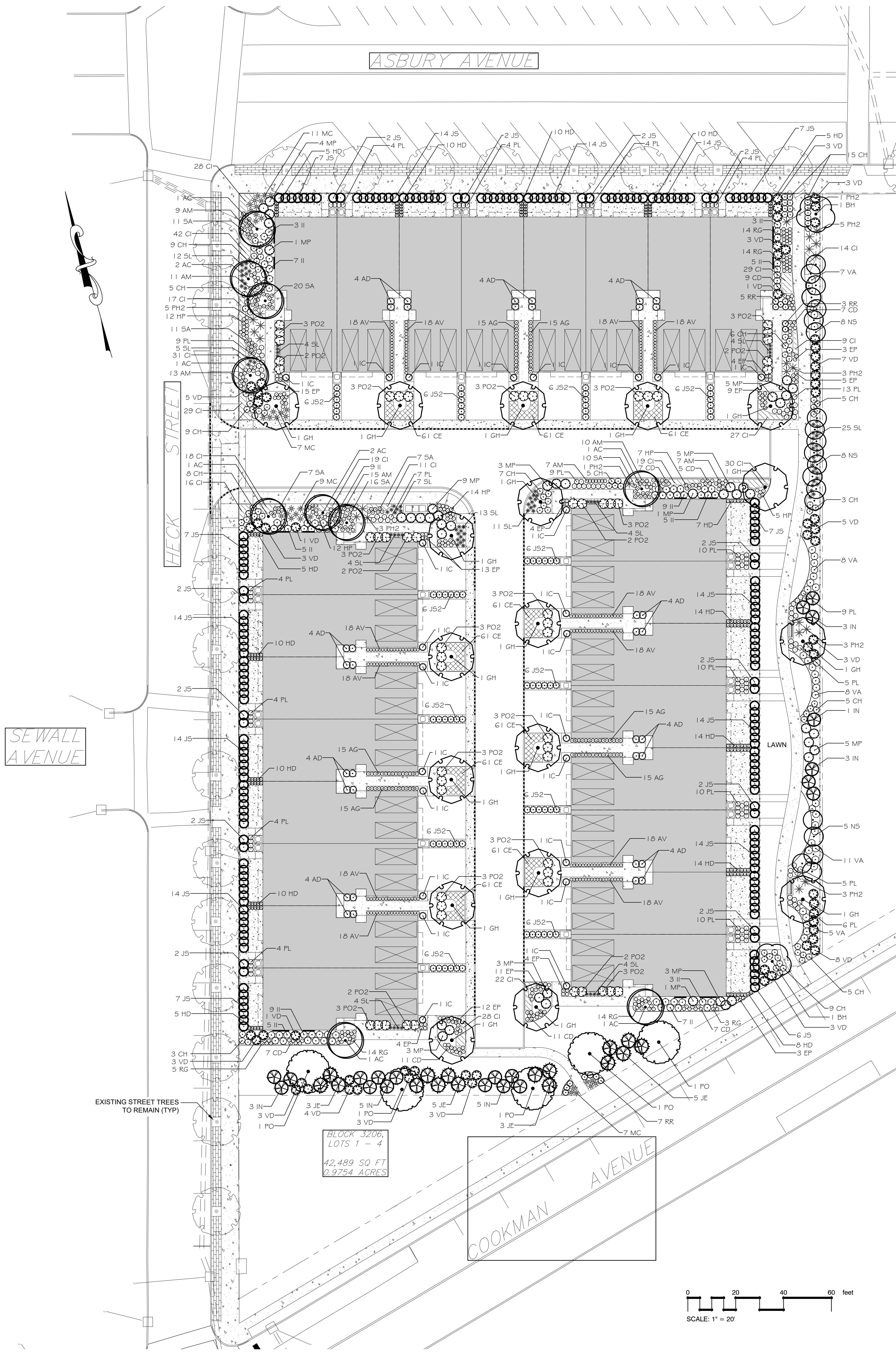
Models A & B

2884/1986 SQFT :: 26' x 64'-10"



Models A & B
2884/1986 SQFT :: 26' x 64'-10"





PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS
AC	10	Amelanchier laevis 'Cumulus'	Cumulus Allegheny Serviceberry	B 4 B	25" Cal		Full, Heavy Specimen, Single Trunk
BH	2	Betula nigra 'Heritage'	Heritage River Birch	B 4 B		10'-12' HT	Single stem
GH	10	Gleditsia triacanthos inermis 'Halka'	Halka Thornless Honey Locust	B 4 B	3" Cal		Full, Headed to T'
NS	21	Nyssa sylvatica	Black Gum	B 4 B	1" Cal		
PO	5	Prunus x okame	Okame Cherry	B 4 B	25" Cal		Full, Heavy Specimen
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS
IN	20	Ilex x 'Nellie R. Stevens'	Nellie R. Stevens Holly	B 4 B		7'-8' HT	
JE	16	Juniperus virginiana 'Emerald Sentinel'	Red Cedar Juniper	B 4 B		7'-8' HT	
JS	191	Juniperus virginiana 'Skysrocket'	Skysrocket Juniper	B 4 B		5'-6' HT.	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE		REMARKS
AD	36	Azalea x 'Delaware Valley White'	Valley White Azalea	Cont.	2'-25" HT.		
CH	44	Clethra alnifolia 'Hummingbird'	Hummingbird Summersweet	Cont.	18"-24" HT.		
II	70	Ilex glabra 'Compacta'	Compact Inkberry	Cont.	2'-25" HT.		
IC	24	Ilex x meserveae 'China Girl'	China Girl Holly	Cont.	25"-3' HT.		
JS2	72	Juniperus chinensis 'Sargentii'	Sargent Juniper	Cont.	18"-24" SPD.		
MP	43	Myrica pensylvanica	Northern Bayberry	B 4 B	25"-3' HT.		
PO2	57	Prunus laurocerasus 'Otto Luyken'	Cherry Laurel	Cont.	2'-25" HT.		
RR	15	Rosa x 'Knockout'	Rose	Cont.	2'-25" HT.		
VA	39	Vaccinium angustifolium	Lowbush Blueberry	Cont.	18"-24" HT.		
VD	62	Viburnum dentatum 'Arrowwood'	Arrowwood Viburnum	B 4 B	3'-4' HT.		
ANNUALS/PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE		REMARKS
AM	72	Achillea x 'Moonshine'	Moonshine Yarrow	Cont.	2 GAL		
AV	216	Astilbe chinensis 'Visions in Pink'	Visions in Pink Astilbe	Cont.	2 GAL		
AS	40	Athyrium nipponicum 'Ghost'	Ghost Japanese Painted Fern	Cont.	3 GAL.		
CD	64	Chrysanthemum x superbum 'Alaska'	Shasta Daisy	Cont.	2 GAL		
EP	87	Echinacea purpurea	Purple Coneflower	Cont.	2 GAL		
HP	50	Hemerocallis x 'Purple D'oro'	Purple D'oro Daylily	Cont.	2 GAL		
HD	137	Hosta x 'Big Daddy'	Plantain Lily	Cont.	2 GAL		
PL	135	Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage	Cont.	3 GAL.		
RG	64	Rudbeckia fulgida 'Goldstrum'	Coneflower	Cont.	2 GAL		
SA	82	Sedum x 'Autumn Joy'	Autumn Joy Sedum	Cont.	2 GAL		
GRASSES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE		REMARKS
MC	34	Muhlenbergia capillaris	Pink Muhly	Cont.	3 GAL.		
PH2	24	Panicum virgatum 'Heavy Metal'	Blue Switch Grass	Cont.	5 GAL		
SL	47	Schizachyrium scoparium	Little Bluestem Grass	Cont.	2 GAL		
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT		SPACING	REMARKS
CI	389	Carex morrowii 'Ice Dance'	Ice Dance Japanese Sedge	2 qt.		12" o.c.	
CE	549	Carex oshimensis 'Evergold'	Variiegated Japanese Sedge	2 qt.		12" o.c.	

LANDSCAPE NOTES

A. GENERAL

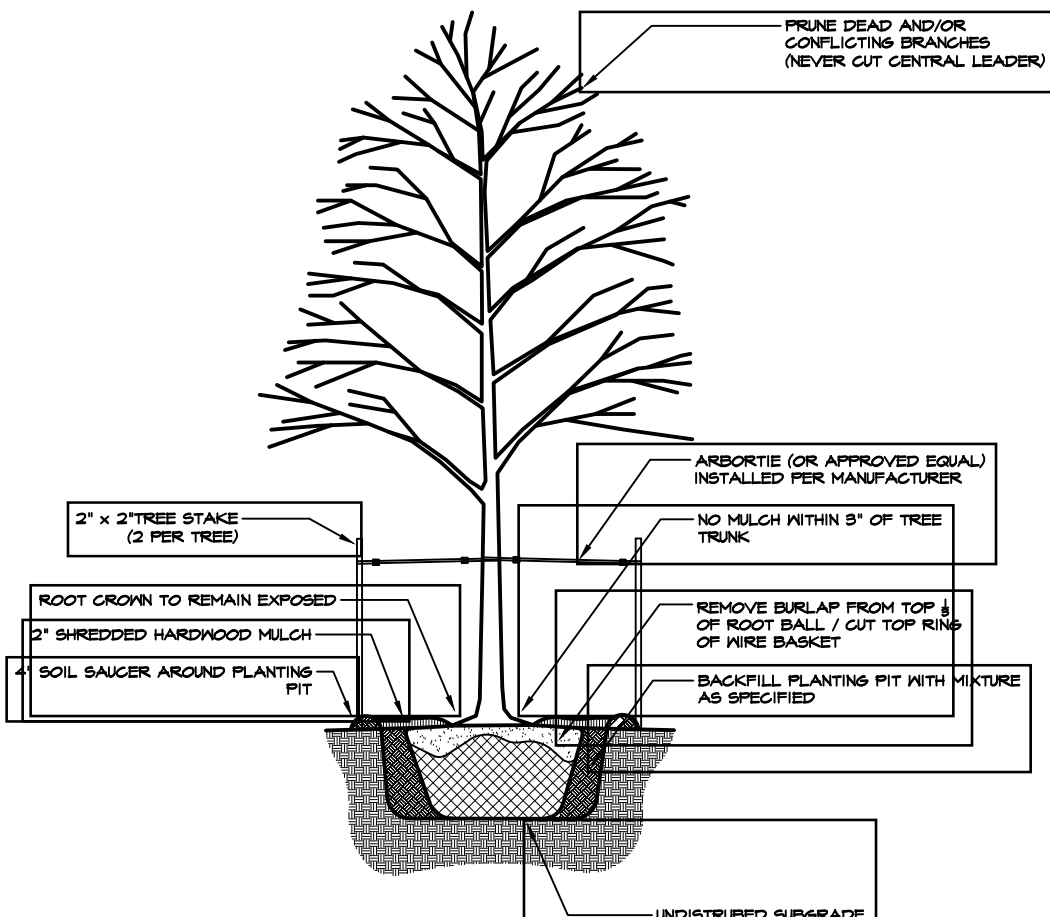
1. THE LANDSCAPE PLAN WAS PREPARED FOR LANDSCAPING PURPOSES ONLY. THIS PLAN SHOULD NOT BE USED FOR ANY OTHER PURPOSE. SEE ENGINEERING PLANS FOR ADDITIONAL SITE INFORMATION.
2. IN THE EVENT THAT DISCREPANCIES ARE DISCOVERED BETWEEN THE PLAN AND THE PLANTING SCHEDULE, THE PLAN CONDITIONS SHALL GOVERN.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING.
4. SUBSTITUTIONS IN PLANT TYPE OR SIZE SHALL ONLY BE MADE WITH THE PRIOR WRITTEN APPROVAL OF THE OWNER AND LANDSCAPE ARCHITECT.
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO STARTING WORK.
6. WHEREVER MULCH IS PLACED, IT SHALL BE TREATED WITH A PRE-EMERGENT NEEED CONTROL IN ACCORDANCE WITH THE PRODUCT APPLICATION INSTRUCTIONS.

B. MATERIALS

1. TOPSOIL SHALL MEET THE STANDARDS OUTLINED IN SECTION 917.02 OF THE N.DOT STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).
2. ALL PLANTS SHALL BE PROVIDED IN THE SIZE, SPECIES, SEXES, AND VARIETY AS SPECIFIED ON THE PLANTING PLAN.
3. ALL PLANTS SHALL CONFORM TO THE STANDARDS CONTAINED IN THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1), AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
4. ALL PLANTS SHALL BE FREE OF DISEASE, INSECTS, KNOTS, AND OTHER DEFORMITIES.
5. TREE CROWNS SHALL BE WELL-BALANCED, SYMMETRICAL, AND TYPICAL FOR THE SEXES, SPECIES, AND CULTIVARS.
6. UNLESS OTHERWISE SPECIFIED, ALL TREES SHALL HAVE A SINGLE, RELATIVELY STRAIGHT, CENTRAL LEADER AND YARNERED TRUNKS.
7. PLANTS SHALL BE DELIVERED TO THE SITE NO MORE THAN 48 HOURS PRIOR TO PLANTING. WHEN PLANTS ARE NOT TO BE PLANTED IMMEDIATELY UPON DELIVERY, THEY SHALL BE STORED IN A SHADED AREA PROTECTED FROM DIRECT SUNLIGHT AND THE ROOT BALLS WATERED REGULARLY TO PREVENT DRYING.
8. ALL PLANTS SHALL BE GUARANTEED FOR A PERIOD OF 1 YEAR FROM THE TIME OF OWNER ACCEPTANCE.
9. BOLLERS SHALL BE JETTYSTONE RANGING FROM 18" - 30". 1/3 OF THE BOLLER SHALL BE BURIED.
10. SOIL SHALL BE INSTALLED IN ALL AREAS NOT OCCUPIED BY IMPROVEMENTS OR PLANTING BEDS.

C. PLANTING

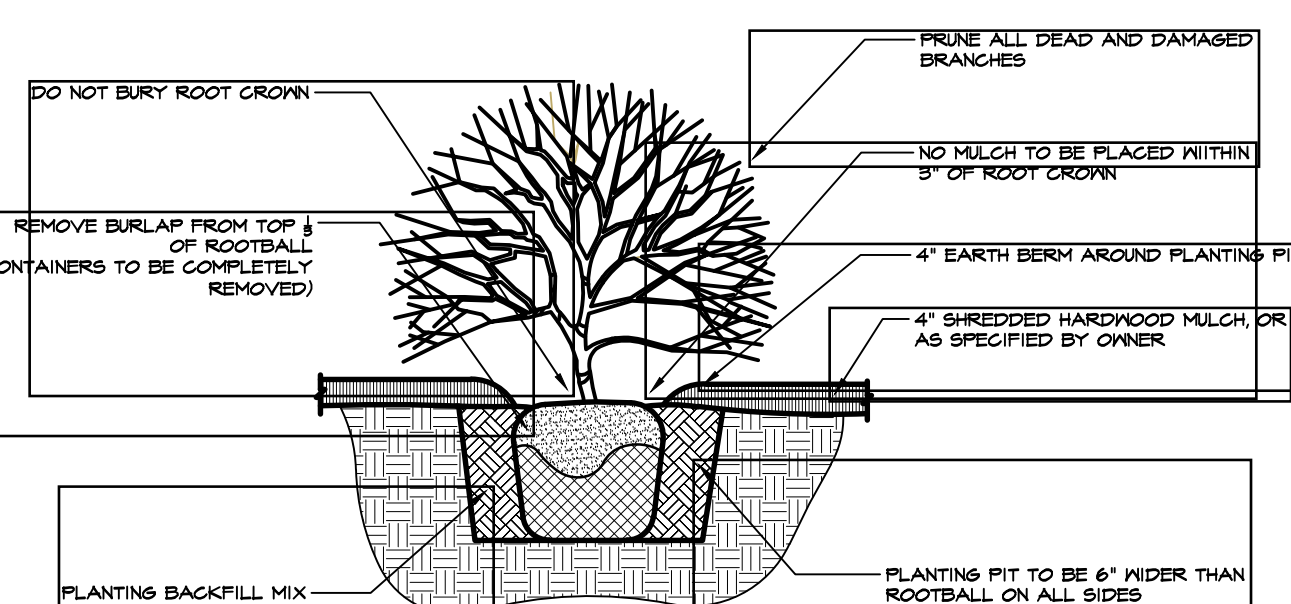
1. ALL PLANTS SHALL BE HANDLED AND TRANSPORTED TO PREVENT INJURIES DURING TRANSIT. DO NOT DROP OR CLAMP PLANTS WHILE LOADING OR UNLOADING.
2. ALWAYS HANDLE PLANTS BY THE ROOTBALL. NEVER LIFT A PLANT BY THE TRUNK OR BRANCHES.
3. ALL SHRUB MASSES ARE TO BE PLANTED IN A CONTINUOUS PLANTING BED.
4. ALL PLANTING BEDS SHALL BE TILLED TO A DEPTH OF 6" PRIOR TO INSTALLING PLANTS.
5. PRIOR TO PLANTING, ALL PLANTS SHALL BE PRUNED IN ACCORDANCE WITH ANSI A 300 TO PRESERVE THE USUAL CHARACTER OF EACH PLANT. NEVER PRUNE OR REMOVE THE CENTRAL LEADER OF ANY TREE.
6. ALL PLANTS SHALL BE SET PLUMS IN THE PLANTING PITS AT THE SAME DEPTH AT WHICH THEY WERE GROWN IN THE NURSERY. THE ROOT PLANE OF ALL TREES SHALL BE VISIBLE.
7. AFTER PLANTS ARE PLANTED, BURLAP SHALL BE REMOVED FROM THE TRUNK OR BRANCHES. BURLAP SHALL BE REMOVED FROM THE TOP 1/3 OF THE ROOTBALL PRIOR TO OR WHILE BACKFILLING THE PLANTING PIT. THE TOP RING OF ANY WIRE BASKETS SHALL BE CUT AND REMOVED.
8. UNLESS SPECIFIED OTHERWISE, ALL PLANTING PITS SHALL BE BACKFILLED WITH A MIXTURE OF TOPSOIL AND AMENDMENTS AS RECOMMENDED BY A CERTIFIED SOIL TEST.
9. BACKFILL SHALL BE PLACED IN 6" LIFTS. EACH LIFT SHALL BE WATERED IN AND LET SETTLE PRIOR TO PLACING THE NEXT LIFT.
10. TREES SHALL BE GUOTED AND STAKED IN AREAS WITH HIGH WINDS, SATURATED SOILS, STEEP SLOPES, OR OTHER CONDITIONS WHICH WARRANT SUPPORT.
11. ALL TREES SHALL BE MULCHED TO A DEPTH OF 2" TO THE LIMIT OF THE PLANTING PIT. MULCH PRICE SHALL RESPECT A SANGER. NO MULCH SHALL BE PLACED WITHIN 3" OF THE TREE TRUNK.
12. ALL PLANTING BEDS AND LAWN AREAS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM. PLANTING BEDS SHALL UTILIZE DRIP IRRIGATION. LAWN AREAS SHALL USE WATER EFFICIENT SPRAYHEADS. IRRIGATION SYSTEM SHALL INCLUDE AN AUTOMATIC TIMER AND FLOW SENSOR. SYSTEM SHALL BE DESIGNED AND INSTALLED BY A QUALIFIED IRRIGATION CONTRACTOR. SHOP DRAWINGS SHALL BE SUBMITTED TO THE OWNER AND TOWN ENGINEER PRIOR TO INSTALLATION.



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

1 TREE PLANTING W/ TREE STAKES

N.T.S. B24B43.01-06



2 SHRUB PLANTING

N.T.S. B24B43.01-07



BML STUDIO LLC
PHONE: 409.944.2637
EMAIL: BLEFF@BMLSTUDIO.COM

NO AUTHORIZATION: M880009

BRASAM LEFE LIA, PP
NO EXISTING LANDSCAPE ARCHITECT DRAWINGS

AP TRIANGLE TOWNHOMES

LOTS 1-4 BLOCK 3206, LOTS 1-9 & 11-19, BLOCK 3203
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

LANDSCAPE PLAN

NO.	DATE	DESCRIPTION	BY	APP.
1	9/20/19	Revised per TBC Review	BLE	PP

Project Number	104002
Date	4/19/19
Scale	1"=20'
Sheet	1

Models A & B

ARCHITECTURAL DESIGN DETAILS

CEMENT VERTICAL PLANK SIDING
- HARDIE PLANK CEDARMILL
- GRAY SLATE

HARDIE TRIM BOARDS
- GRAY SLATE

BLACK VINYL WINDOWS

2FT BAY PROECTION

CEMENT SHAKE SIDING
- HARDIE SHINGLE STRAIGHT EDGE PANEL
- PEARL GRAY

GRAY RAILING

BLACK VINYL WINDOWS

CEMENT SHAKE SIDING
- HARDIE SHINGLE STRAIGHT EDGE PANEL
- NIGHT GRAY

CEMENT VERTICAL PLANK SIDING
- HARDIE PLANK CEDARMILL
- ARCTIC WHITE

2FT BAY PROJECTION

MASONITE MODERN DOOR
- EQUAL LITES AND CLEAR GLASS
- BLACK

COLOR PALETTE



GRAY SIDING



WHITE SIDING



LIGHT GRAY SHAKES



DARK GRAY SHAKES



BLACK WINDOWS

AP Triangle Townhomes

08/05/2019



360 14th Street, Hoboken, NJ Tel: 201.386.0637
www.mvmkarchitecture.com



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What makes Woodway Lattice & Screen different?





DISCLOSURE OF POLITICAL CONTRIBUTIONS CERTIFICATION

Brian Cheripka, of full age, does hereby certify as follows:
(Name)

1. I am the applicant, or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by AP Triangle LLC), which entity has made
(applicant's name)

an application to the Asbury Park (Zoning Board of Adjustment or Planning Board) for

site plan associated with AP Townhouse Development Project
(variances, site plan, etc.) (proposed uses)

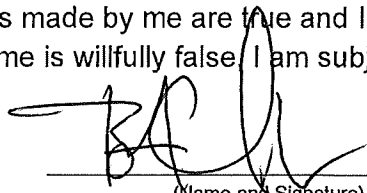
located at Block 3203, Lots 1-5 and 15-19
Block 3206, Lots 1-4 Block _____ Lot _____, Asbury Park,

NJ, owned by AP Triangle LLC to represent said Applicant in
(owner)

this matter.

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

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


(Name and Signature)

Dated: 9/16/19

DISCLOSURE OF POLITICAL CONTRIBUTIONS CERTIFICATION

David Furgal, of full age, does hereby certify as follows:
(Name)

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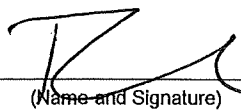
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(Name and Signature)

Dated: 9/16/19

DISCLOSURE OF POLITICAL CONTRIBUTIONS CERTIFICATION

Jennifer Porter, of full age, does hereby certify as follows:
(Name)

1. I am the applicant, or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by AP Triangle LLC), which entity has made
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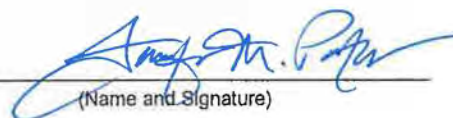
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(Name and Signature)

Dated: 9/16/19

DISCLOSURE OF POLITICAL CONTRIBUTIONS CERTIFICATION

Frank Minervini, of full age, does hereby certify as follows:
(Name)

1. I am the applicant, or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by AP Triangle LLC), which entity has made
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Block 3206, Lots 1-4 Block _____ Lot _____, Asbury Park,

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(owner)

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Frank Minervini

(Name and Signature)

Dated: 9/16/19

DISCLOSURE OF POLITICAL CONTRIBUTIONS CERTIFICATION

Sean Delany, of full age, does hereby certify as follows:
(Name)

1. I am the applicant, or (Engineer) Architect, Planner, Attorney at Law, of the State of New Jersey engaged by AP Triangle LLC, which entity has made
(applicant's name)

an application to the Asbury Park (Zoning Board of Adjustment or Planning Board) for
site plan associated with AP Townhouse Development Project
(variances, site plan, etc.) (proposed uses)

located at Block 3203, Lots 1-5 and 15-19
Block 3206, Lots 1-4 Block _____ Lot _____, Asbury Park,

NJ, owned by AP Triangle LLC to represent said Applicant in
(owner)

this matter.

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

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


(Name and Signature)

Dated: 9/16/19

SEAN DELANY
Bolman Consulting

DISCLOSURE OF POLITICAL CONTRIBUTIONS CERTIFICATION

Brian Leff, of full age, does hereby certify as follows:
(Name)

1. I am the applicant, or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by AP Triangle LLC), which entity has made
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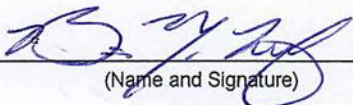
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Block 3206, Lots 1-4 Block _____ Lot _____, Asbury Park,

NJ, owned by AP Triangle LLC to represent said Applicant in
(owner)

this matter.

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

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(Name and Signature)

Dated: 9/16/19

DISCLOSURE OF POLITICAL CONTRIBUTIONS CERTIFICATION

Keenan Hughes, of full age, does hereby certify as follows:
(Name)

1. I am the applicant, or (Engineer, Architect, Planner, Attorney at Law, of the State of New Jersey engaged by AP Triangle LLC), which entity has made
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site plan associated with AP Townhouse Development Project
(variances, site plan, etc.) (proposed uses)

Block 3203, Lots 1-5 and 15-19
located at Block 3206, Lots 1-4 Block _____ Lot _____, Asbury Park,

NJ, owned by AP Triangle LLC to represent said Applicant in
(owner)

this matter.

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

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


(Name and Signature)

Dated: 9/16/19



RESOLUTION NO. 2020-97

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

A RESOLUTION OF THE CITY OF ASBURY PARK RELEASING THE PERFORMANCE BOND FOR 1101 OCEAN AVENUE (BLOCK 4002, LOT 1, FKA BLOCK 176, LOT 1.02); AND ACCEPTING MAINTENANCE GUARANTEE

WHEREAS, InSite Engineering, LLC, Planning Board Engineer, has inspected 1101 Ocean Avenue (Block 4002, Lot 1); and

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

WHEREAS, it is the recommendation of InSite Engineering, LLC that the City of Asbury Park release the Performance Guarantee in the amount of \$439,929.60 upon a posting of a two (2) year Maintenance Guarantee in the amount of \$54,991.20, provided that the release of the Performance Bond is contingent upon the payment of all outstanding escrow invoices.

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

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park that the performance guarantee for 1101 Ocean Avenue in the amount of \$439,929.60 be released, and accept a two (2) year maintenance guarantee for \$54,991.20.

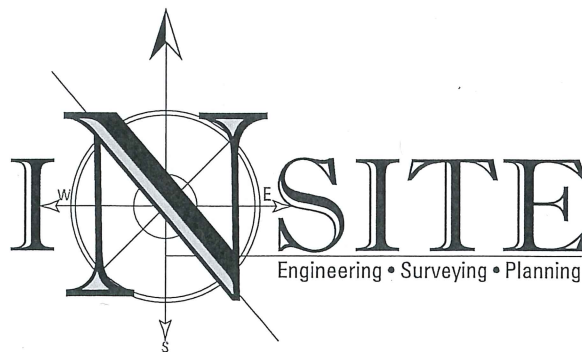
BE IT FURTHER RESOLVED that copies of this resolution shall be provided to the Finance Director, InSite Engineering, LLC, Planning Board Secretary and applicant for their information and attention.

I, MELODY HARTSGROVE, Deputy 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. 2020-97 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS 13th DAY OF February, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

City of Asbury Park
 Planning Board
 c/o: Mark Siegle, AICP, PP, CNU-A
 Principal Planner / Zoning Officer
 Municipal Complex
 1 Municipal Plaza
 Asbury Park, NJ 07712



Via Email: Mark.Siegle@cityofasburypark.com

December 6, 2019

Subject: PERFORMANCE GUARANTEE → MAINTENANCE GUARANTEE
Preliminary & Final Site Plan
 Block 4002, Lot 1, 1101 Ocean
 City of Asbury Park, Monmouth County, NJ

Mr. Siegle:

In accordance with our November 25, 2019 Site Inspection, we find the site improvements complete for the above-referenced development project. Therefore, in accordance with NJSA 40:55D-53, we recommend releasing the applicant's Performance Guarantee.

The construction cost estimate itemized in our January 29, 2016. "Performance Guarantee & Inspection Fees" letter to you was \$366,608.00 (as related to public improvements). In accordance with NJSA 40:55D-53a(1), the applicant therefore posted a Performance Guarantee in the amount of \$439,929.60 (i.e. 120% of the construction cost estimate).

In accordance with NJSA 40:55D-53a(2), the City Mayor and Council may now require the applicant to post a Maintenance Guarantee in the amount of \$54,991.20 (i.e. 15% of the construction cost estimate).

Based on the above information, we recommend the Board and City Mayor and Council release the applicant's Performance Guarantee and proceed with the establishment of the Maintenance Guarantee. The Maintenance Guarantee, shall be held for a period of two (2) years, which period shall commence upon the date of the City Mayor and Council's acceptance of the site improvements.

Please note the applicant remains responsible for all site improvements related to this development project. The City and this office shall not be held responsible for any physical improvements related to this development project.

InSite Engineering, LLC

1955 Route 34, Suite 1A • Wall, NJ 07719
 732-531-7100 (ph) • 732-531-7344 (fx) • InSite@InSiteEng.net • www.InSiteEng.net
 Licensed in NJ, PA, DE, NY, CT, MD, NC, DC, & CO

Performance Guarantee → Maintenance Guarantee
City of Asbury Park Planning Board
City of Asbury Park, Monmouth County, NJ

Page 2 of 2
December 6, 2019
Block 4002; Lot 1

If you have any questions or require further information, please contact me anytime.

Sincerely,
InSite Engineering, LLC



Jason L. Fichter, PE, PP, CFM, CME
Planning Board Engineer

cc: Jack Serpico, Esq., Planning Board Attorney
Michele Alonso, Director of Planning and Redevelopment
David Furgal, Applicant

JserpicoLaw@aol.com
Michele.alonso@cityofasburypark.com
dfurgal@istar.com

InSite Job # 15-580-44

InSite Engineering, LLC

1955 Route 35, Suite 1A • Wall, NJ 07719
732-531-7100 (ph) • 732-531-7344 (fx) • InSite@InSiteEng.net • www.InSiteEng.net
Licensed in NJ, PA, DE, NY, CT, NC, DC, & CO



RESOLUTION NO. 2020-98

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

APPOINTING MEMBERS TO THE ZONING BOARD OF ADJUSTMENT

WHEREAS, pursuant to N.J.S.A. 40:55D-69, et seq., and Section 30-22, *et seq.*, of the Asbury Park City Code, a Zoning Board of Adjustment has been established within the City consisting of seven (7) regular members and two (2) alternate members; and

WHEREAS, per Section 30-22.1 of the City Code, all regular and alternate members of the Zoning Board of Adjustment are to be appointed by the Mayor and Council; and

WHEREAS, pursuant to N.J.S.A. 40:55D-69, the terms of all members first appointed to the Zoning Board of Adjustment shall be so determined that, to the greatest practicable extent, the expiration of such terms shall be distributed, in the case of regular members, evenly over the first four years after their appointment, and in the case of alternate members, evenly over the first two years after their appointment; and

WHEREAS, thereafter, the term of each regular member shall be for four (4) years, and the term of each alternate member shall be for two (2) years.

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

1. Effective as of February 12, 2020, the following resident(s) of the City of Asbury Park is/are hereby appointed as alternate#2 member(s) of the Zoning Board of Adjustment:
 - **Catherine Minervini** - Term to expire on December 31, 2022
2. A certified copy of this Resolution shall be provided to each of the following:
 - a. Each Appointee referenced above.
 - b. Zoning Board of Adjustment Secretary.
 - c. Michael N. Capabianco, City Manager.

I, MELODY HARTSGROVE, Deputy 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. 2020-98 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS 13th DAY OF February, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

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

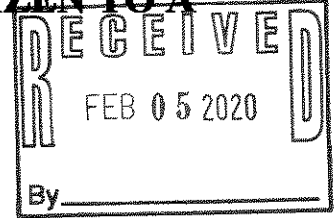
PHONE: (732) 775-2100
FAX: (732) 775-0441



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

MICHAEL N. CAPABIANCO, CITY MANAGER
CINDY A. DYE, RMC, CITY CLERK

APPLICATION FOR APPOINTMENT AS A CITIZEN TO A BOARD OR COMMISSION



PERSONAL INFORMATION

Name: Catherine Minervini

Home Address: 1012 5th Avenue, Asbury Park, NJ 07712

Phone Number (one you can be reached at majority of time): 917.579.4058

Email Address: catherine.minervini@me.com

Do you resident within the City of Asbury: ☒ Yes ☐ No

Are you 18 years of age or older: ☒ Yes ☐ No

EXPERIENCE (attached Resume optional):

Civic Activities (Include other Boards/Commissions): See attached Bio for reference

EDUCATION: Moore College of Art + Design, Interior Design Major

STATEMENT OF INTEREST (Please list the Boards/Commissions you are interested in serving, experience you may have and why you wish to serve on a particular Board/Commission:

Zoning Board

PLEASE LIST ANY CONFLICTS YOU MAY HAVE IF CHOSEN TO SERVE ON A BOARD OR COMMISSION:

I hereby certify that all statements provided above are true and complete. I understand that false or misleading statements by me cause for elimination from consideration.

Signature: Catherine Minervini

Date: 02.05.2020

Attachment: Catherine Minervini-Zoning 2.5.2020 (2020-98 : Appointment of Zoning Board of Adjustment Members)

Bio

Catherine Minervini



Catherine launched her career as an interior designer in New York City working for award-winning firms such as Hardy Holzman Pfeiffer Associates. The Big Apple helped lay the groundwork for what would become a robust marketing career in the commercial interior design profession. Catherine worked for the Interface companies, ultimately rising up in the ranks to Vice President of Marketing for Bentley Prince Street in Los Angeles. In 2009, Catherine went on to launch her own consultancy, Green Owl Studio, a collaborative workshop and a culmination of her experience in interior design, branding and marketing. Today, Catherine has returned to the New York City region and is an A&D Regional Manager for Sunbrella, where she can tap into her three decades of experience in the commercial architecture + interior design industry and share her passion for storytelling.

Catherine attended Moore College of Art + Design in Philadelphia where she earned a Bachelors of Fine Arts degree in Interior Design. She served on the Hoboken Zoning Board in New Jersey. During her time at Bentley Prince Street in Los Angeles, Catherine held the position of Vice President of Membership, then Executive Director for the Chapter Board of Directors for the International Interior Design Association of Southern California (IIDA). Also during her time in Los Angeles, she served on the Board of Directors for the Architecture + Design Museum in Los Angeles for 6 years. Catherine serves on Moore College of Art + Design's Alumni Council Development Committee.





RESOLUTION NO. 2020-99

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

**AUTHORIZING THE CITY OF ASBURY PARK TO IMPLEMENT THE
COMPETITIVE CONTRACTING PROCESS TO PROCURE VENDORS TO
OPERATE A CONCESSION INVOLVING THE RENTAL OF STAND-UP PADDLE
BOARDS, KAYAKS, AND/OR OTHER RECREATIONAL DEVICES TO THE PUBLIC
IN A DESIGNATED AREA OF THE DEAL LAKE**

WHEREAS, the City of Asbury Park (the “City”) is interested in seeking proposals from interested vendors to operate a concession involving the rental of stand-up paddle boards, kayaks, and/or other recreational devices to the public in a designated area of the Deal Lake; and

WHEREAS, the Mayor and Council believe that this proposed concession service will generate revenues for the City and provide a benefit and service to the public; and

WHEREAS, the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, *et seq.*, allows municipalities to utilize the “competitive contracting” process in lieu of public bidding for certain specified purposes, including the awarding of concession services [See N.J.S.A. 40A:11-4.1(j)]; and

WHEREAS, the method to be utilized under the “competitive contracting” process seeks to encourage competitive bidding, but affords more discretion to the City in the ranking and awarding of the proposals received; and

WHEREAS, in order to initiate the “competitive contracting” process, the Governing Body must pass a Resolution authorizing the use of this procurement method, pursuant to N.J.S.A. 40A:11-4.3(a).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, that the “competitive contracting” process, pursuant to N.J.S.A. 40A:11-4.1, *et seq.*, is hereby authorized and shall be implemented for the purpose of receiving proposals for the concession service referenced above.

BE IT FURTHER RESOLVED, that all City officials and professionals are hereby authorized and directed to undertake all actions that are necessary in order to further this process.

BE IT FURTHER RESOLVED, that, following the receipt of proposals from interested vendors for the said concession service, and the review and ranking of the proposals received in

accordance with the methodology to be enumerated in the RFP, the Mayor and Council shall consider making an award for the operation of said concession service at a future Council meeting(s).

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

- a. Donna M. Vieiro, Acting City Manager;
- b. Michael Manzella, Deputy City Manager;
- c. Melody Hartsgrove, Deputy City Clerk;
- d. JoAnn Boos, CFO;
- e. Tracy Lizardi, Qualified Purchasing Agent/Assistant CFO; and
Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, Deputy 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. 2020-99 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS 13th DAY OF February, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-100

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

AUTHORIZING THE EXECUTION OF A HOLD HARMLESS AGREEMENT BETWEEN THE CITY OF ASBURY PARK AND THE WALL TOWNSHIP BOARD OF FIRE COMMISSIONERS FIRE DISTRICT 2.

WHEREAS, the Asbury Park Fire Department (the “APFD”) and the Wall Township Board of Fire Commissioners Fire District 2 (the “Wall Twp. Board of Fire Commissioners”) (collectively, the “parties”) wish to enter into a Hold Harmless Agreement (the “Agreement”) which will allow the APFD to store a 1927 American LaFrance antique fire apparatus (the “apparatus”), which is owned by the APFD, at a site controlled by the Wall Twp. Board of Fire Commissioners; and

WHEREAS, the Mayor and City Council believe that it is in the City’s best interests to enter into said Agreement with the Wall Twp. Board of Fire Commissioners, so long as said Agreement is in a form satisfactory to the City Attorney and the City’s risk managers.

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

1. That the Mayor is hereby authorized to execute, and the City Clerk is authorized to attest, the above-referenced Agreement between the APFD and the Wall Twp. Board of Fire Commissioners regarding the storage of the above apparatus, so long as said Agreement is in a form that is satisfactory to the City Attorney and the City’s risk managers.
2. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Wall Township Board of Fire Commissioners Fire District 2;
 - b. Fire Chief Kevin Keddy;
 - c. Donna M. Vieiro, Acting City Manager; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, Deputy 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. 2020-100 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS 13th DAY OF February, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-101

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

ADJUSTING SEWER CHARGES DUE AND OWED RELATING TO THE PROPERTY LOCATED AT 615 SECOND AVENUE(BLOCK 2704, LOT 20).

WHEREAS, a billing error occurred with regard to the sewer charges due and owed relating to the property located at 615 Second Avenue (Block 2704, Lot 20) within the City; and

WHEREAS, in view of this error, the Mayor and Council believe it is equitable to cancel the interest and penalties associated with the sewer amounts that are due relating to this property (Account # 10682250-0), through Friday, February 14, 2020.

NOW, THEREFORE, BE IT RESOLVED, that all interest and penalty charges associated with the outstanding sewer amounts due and owed concerning the above property, which have accrued through Friday, February 14, 2020, are hereby cancelled. The outstanding principal sewer amounts that are due and owed concerning this property, however, are still required to be paid. If said amounts are not paid by February 14, 2020, then interest and penalties shall commence to accrue anew as of that date on all outstanding principal sewer amounts.

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

- a. Francis Alleyne, Record Title Owner;
- b. Constantine Bardis, Esq.;
- c. Tyrone Young, CTC;
- d. JoAnn Boos, CFO;
- e. Donna M. Vieiro, Acting City Manager; and
- f. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, Deputy 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. 2020-101 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

CERTIFIED BY ME THIS 13th DAY OF February, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2020-1**

AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY EASEMENTS TO PERMIT CERTAIN LIMITED ENCROACHMENTS INTO THE RIGHT-OF-WAY AREA (INCLUDING AIR SPACE) INCLUDING ALONG PORTIONS OF AN UNNAMED ALLEY, TO BENEFIT THE PROPERTY LOCATED AT 722-724 COOKMAN AVENUE (BLOCK 2405, LOT 1), ASBURY PARK, NEW JERSEY.

WHEREAS, the City of Asbury Park (the “City”) possesses jurisdiction over certain public right-of-way (“R.O.W.”) areas located within the City; and

WHEREAS, C&C Cookman Development, LLC (the “applicant”) is the owner of the property located at 722-724 Cookman Avenue, Asbury Park, New Jersey, which is more commonly known and designated as Block 2405, Lot 1 on the City’s official Tax Map (the “Property”); and

WHEREAS, the Property is located in the CBD Cookman Avenue Retail Core Area of the Central Business District Redevelopment Area, situated approximately one hundred (100) feet east of the intersection of Cookman Avenue and Main Street, and further situated along the south side of Cookman Avenue (bordering an unnamed alley to the west); and

WHEREAS, on September 9, 2019, the Asbury Park Planning Board adopted a Resolution (the “Resolution”) approving an application for preliminary and final site plan, with variance(s), for the renovation of an existing structure and the construction of new improvements (the “project”); and

WHEREAS, the project will contain approximately two thousand (2,000) square feet of ground floor retail space and nine (9) residential apartments; and

WHEREAS, the approved plans for the project include a cornice or overhang on the façade of the building that will encroach in limited respects into the City R.O.W. (including air space), with the total area of the cornice encroachment measuring approximately three hundred sixty-six (366) square feet; and

WHEREAS, the cornice encroachment is described and depicted in more detail in a legal description and map, respectively, which were prepared by Maser Consulting, P.A., dated July 15, 2019, copies of which are attached hereto collectively as “Exhibit A”; and

WHEREAS, the approved plans for the project also show an existing porch and stairs on the side of the building which encroach in limited respects into the City R.O.W. of unnamed

alley, with the total area of the porch/stair encroachment measuring approximately thirty-five (35) square feet; and

WHEREAS, the porch/stair encroachment is described and depicted in more detail in a legal description and map, respectively, which were prepared by Maser Consulting, P.A., dated December 23, 2019, copies of which are attached hereto collectively as “Exhibit B”; and

WHEREAS, the approvals set forth in the Planning Board Resolution were conditioned upon, among other things, the approval of the Mayor and Council to the limited encroachments into the City R.O.W., as set forth above; and

WHEREAS, applicant has now requested the approval of the Mayor and Council to the limited encroachments by way of easements; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public R.O.W. areas on a case-by-case basis; and

WHEREAS, with respect to the within request, the Mayor and Council have determined the following:

1. The within proposed limited encroachments into the public R.O.W. shall not interfere with the ability of the public to continue to utilize the existing sidewalk that is adjacent to the Property along Cookman Avenue, nor shall the encroachments interfere with the ability of the public to continue to utilize the existing unnamed alley that is adjacent to the Property to the west;
2. The total land areas associated with the proposed limited encroachments are de minimus given the overall size of the Property; and
3. The granting of easement(s) associated with the within proposed limited encroachments will not negatively affect the surrounding area in which the Property is located; and

WHEREAS, as a result, to the extent that the City has jurisdiction over the areas in question, and without making any affirmative representations with regard thereto, the Mayor and Council are willing to grant assignable easement(s) in perpetuity to the applicant over the areas referenced in “Exhibit A” and “Exhibit B” (as attached hereto) in order to permit the encroachments of the cornice and the porch/stairs into the City R.O.W., for the nominal consideration of One Dollar (\$1.00), subject to the condition that the areas associated with the easement(s) shall only be used for the purpose(s) set forth herein and for no other purpose(s), and further subject to the terms and conditions to be set forth in an Easement Agreement(s) to be executed by the parties, which Agreement(s) shall be in a form satisfactory to the City Attorney; and

WHEREAS, the purpose of this Ordinance is to authorize the approval of easement(s) associated with the above-referenced encroachments, in accordance with the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12-1, *et seq.*, and/or other appropriate authority; and

WHEREAS, the Mayor and Council do not wish for the granting of these easement(s) to serve as a precedent for further encroachments into the City's R.O.W. areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the same.

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

1. That, to the extent that the City has jurisdiction over the areas in question, and without making any affirmative representations with regard thereto, the City hereby authorizes the conveyance of assignable easement(s) in perpetuity to the applicant over the areas described and depicted in "Exhibit A" and "Exhibit B" (as attached hereto) in order to permit the encroachment of the cornice and the porch/stairs into the City R.O.W., for the nominal consideration of One Dollar (\$1.00), subject to the condition that the areas associated with the easement(s) shall only be used for the purpose(s) set forth herein and for no other purpose(s), and further subject to the terms and conditions to be set forth in an Easement Agreement(s) to be executed by the parties, which Agreement(s) shall be in a form satisfactory to the City Attorney.
2. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, Easement Agreement(s) in order to effectuate the granting of the within easements, which Agreement(s) shall be consistent with the intentions set forth herein and which shall be in a form satisfactory to the City Attorney.
3. That, following proper execution and notarization of the said Easement Agreement(s), the same shall be recorded with the Monmouth County Clerk's Office.
4. That all other City officials and employees are hereby authorized to undertake any and all activities that are necessary in furtherance of the intentions of the within Ordinance.
5. That all costs and expenses associated with this matter shall be paid by the applicant, through an escrow account established with the City.

6. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
7. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
8. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, MELODY HARTSGROVE, Deputy 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. 2020-1 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

EXHIBIT "A"

Attachment: Exhibits A and B (2020-1 : Easements in ROW for 722-724 Cookman Avenue (Block 2405, Lot 1))



**DESCRIPTION OF PROPERTY
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY**

**CORNICE EASEMENT
PART OF COOKMAN AVENUE
& UNNAMED ALLEY
PROJECT NO. 18002805A
JULY 15, 2019
PAGE 1 OF 2**

All those certain lots, tracts or parcels of land situate, lying and being in the City of Asbury Park, in the County of Monmouth and the State of New Jersey, and being all of a variable width cornice easement for the benefit of Lot 1, Block 2405, the same being a portion of Cookman Avenue (25 foot wide right of way) and an Unnamed Alley (25 foot wide), as shown on a map entitled "Exhibit for Building Cornice Easement to Benefit, Block 2405, Lot 1, City of Asbury Park, Monmouth County New Jersey", prepared by Maser Consulting P.A., dated June 4, 2019 and revised through July 15, 2019, and being more particularly bounded and described as follows, to wit:

BEGINNING at the intersection of the southerly right of way line of Cookman Avenue, (75 foot wide right of way), with the easterly right of way line of an Unnamed Alley, (25 foot wide right of way), the same being the northerly corner of Lot 1, Block 2405, and running; thence –

1. **S 23°45'00" W, 100.00 feet**, along the aforesaid easterly right of way line of a 25 foot wide Unnamed Alley, to the northerly line of a 10 foot wide Unnamed Alley, said point also being the westerly corner of Lot 1, Block 2405; thence –

The following six (6) courses running through a portion of the aforesaid 25 foot wide Unnamed Alley:

2. **N 66°15'00" W, 2.50 feet**; thence –
3. **N 23°45'00" E, 4.00 feet**; thence –
4. **N 66°15'00" W, 1.00 feet**; thence –
5. **N 23°45'00" E, 10.00 feet**; thence –
6. **S 66°15'00" E, 1.00 feet**; thence –
7. **N 23°45'00" E, 88.50 feet**, and beyond, through a portion of the aforesaid Cookman Avenue; thence –

The following two (2) courses running through a portion of the Cookman Avenue:

8. **S 66°15'00" E, 42.50 feet**; thence –
9. **S 23°45'00" W, 2.50 feet**, to the aforesaid southerly line of the aforesaid Cookman Avenue; thence –



DESCRIPTION OF PROPERTY
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

CORNICE EASEMENT
PART OF COOKMAN AVENUE
& UNNAMED ALLEY
PROJECT NO. 18002805A
JULY 15, 2019
PAGE 2 OF 2

10. N 66°15'00" W, 40.00 feet, along the aforesaid southerly line of Cookman Avenue; to the Point and Place of **BEGINNING**.

CONTAINING: 366 square feet or 0.008 acres of land, more or less.

SUBJECT TO: all easements, restrictions, reservations, agreements, covenants and rights of way of record.

The foregoing description was prepared by the undersigned surveyor for the firm of Maser Consulting, P.A. and is based on the aforesaid Exhibit for Building Cornice Easement.

ERIC V. WILDE, P.L.S.

DATE SIGNED

NEW JERSEY PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER GS43279

\\HQFASI\General\Projects\2018\18002805A\Survey\Description\Cornice Esmt R1.docx

Attachment: Exhibits A and B (2020-1 : Easements in ROW for 722-724 Cookman Avenue (Block 2405, Lot 1))



REV	DATE	DRAWING BY	DESCRIPTION
1	7/15/09	AKA	REVISE ESM TO INCLUDE PORCH AND STEPS

[illegible]

[Redacted]			
NAME ALL SHOWN	UNIT SHOTS	GRANULES 16A	DECHIO PLA PL
PROJECT NUMBER 10002034		GRANULES NAME 7-5X87	
PROJECT FILE			
EXHIBIT			
[Redacted]		[Redacted]	
[Redacted]		[Redacted]	

EXHIBIT "B"

Attachment: Exhibits A and B (2020-1 : Easements in ROW for 722-724 Cookman Avenue (Block 2405, Lot 1))



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

**DESCRIPTION OF PROPERTY
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY**

**PORCH EASEMENT
PART OF AN UNNAMED ALLEY
PROJECT NO. 18002805A
DECEMBER 23, 2019
PAGE 1 OF 1**

All that certain lot, tract or parcel of land situate, lying and being in the City of Asbury Park, in the County of Monmouth and the State of New Jersey, and being all of a 3.50' wide porch easement for the benefit of Lot 1, Block 2405, the same being a portion of an Unnamed Alley (25 foot wide), as shown on a map entitled "Exhibit for Porch Easement to Benefit, Block 2405, Lot 1, City of Asbury Park, Monmouth County New Jersey", prepared by Maser Consulting P.A., dated December 23, 2019, and being more particularly bounded and described as follows, to wit:

BEGINNING at a point in the easterly right of way line of an Unnamed Alley, (25 foot wide right of way), said point being the following bearing and distance measured from the intersection of the southerly right of way line of Cookman Avenue, (75 foot wide right of way), with the said easterly right of way line of an Unnamed Alley, a.) **N 23°45'00" E, 86.00 feet**, and running; thence –

1. **S 23°45'00" W, 10.00 feet**, along the aforesaid easterly right of way line of an Unnamed Alley, to a point in the same; thence –

The following three (3) courses running through a portion of the aforesaid Unnamed Alley:

2. **N 66°15'00" W, 3.50 feet**; thence –
3. **N 23°45'00" E, 10.00 feet**; thence –
4. **S 66°15'00" E, 3.50 feet**; to the Point and Place of **BEGINNING**.

CONTAINING: 35 square feet or 0.001 acres of land, more or less.

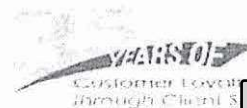
SUBJECT TO: all easements, restrictions, reservations, agreements, covenants and rights of way of record.

The foregoing description was prepared by the undersigned surveyor for the firm of Maser Consulting, P.A. and is based on the aforesaid Exhibit for Porch Easement.

Eric V. Wilde, P.L.S.
NEW JERSEY PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER GS43279

12/23/19
DATE SIGNED

R:\General\Projects\2018\18002805A\Survey\Description\Porch Esmt.docx





RESOLUTION OF APPROVAL OF THE APPLICATION FOR PRELIMINARY AND
FINAL SITE PLAN AND BULK HEIGHT VARIANCE FOR C & C COOKMAN
DEVELOPMENT, LLC; BLOCK 2405, LOT 1

WHEREAS, the applicant C & C Cookman Development, LLC, hereinafter referred to as the “applicant” is the owner of property located at 722, 724 Cookman Avenue in the City of Asbury Park, which property is located in the CBD Cookman Avenue Retail Core Area of the Central Business District Redevelopment Area 100 feet east of Main Street on the south side of Cookman Avenue (borders an alley to the west); and

WHEREAS, the applicant has applied for Preliminary and Final Site Plan approval and a bulk-height variance for the renovation of an existing structure and construction of a four-story addition to the east side of the existing structure at the above stated location. Two additional stories are also proposed for the existing structure. The project will contain approximately 2,000 square feet of ground floor retail space and nine (9) residential apartments. The application and site plans submitted into evidence detail the improvements proposed for the property and are incorporated herein by reference thereto in full; and

WHEREAS, all jurisdictional requirements have been met and proper notice has been given pursuant to the Municipal Land Use Act and City Ordinances, and the Board has jurisdiction to consider this application; and

WHEREAS, the Board considered this application at public hearings held on March 11, 2019 and May 13, 2019; and

WHEREAS, the proposed mixed-use development is consistent with and permitted by the CBD Redevelopment Plan; and

WHEREAS, the applicant has requested a bulk height variance from the following provisions of the CBD Plan and applicable City development ordinances:

1. The maximum building height in this portion of the CBD District is 45 feet, whereas the applicant proposes a building height of 49', 2", therefore bulk height variance is required; and

WHEREAS, the on-site parking requirement for this project is a minimum of 14 parking spaces for the 9 residential units being constructed. The applicant has not provided any off-street parking for the project and has proposed contributing to the parking fund for the spaces not provided; and

WHEREAS, Anthony D'Angelo, a licensed Architect in the State of New Jersey and his assistant Robert Feinstein testified as to the Architectural aspects of the application as well as the amenities at the site on behalf of the applicant and introduced into evidence; and

WHEREAS, Robert Curley, a licensed Professional Engineer in the State of New Jersey testified as to the Site Plan aspects of the application on behalf of the applicant; and

WHEREAS, the Board after considering the evidence and testimony presented on behalf of the applicant and the interested citizens (Werner Baumgartner) has made the following findings of fact and conclusions based thereon:

1. The property is located in the Central Business District Zone, which permits the contemplated uses at the premises.
2. Pursuant to the requirements of the CBD plan the proposed renovations proposed by the applicant will be historically accurate and consistent with the redevelopment plan.
3. All signage proposed for the project will meet the applicable sections of the CBD Plan.
4. Any encroachments into any City Right of Way will be submitted for approval to the Mayor and City Council as a condition of any approval of the project.
5. The building height variance of 4 feet, 2 inches is relatively insignificant; and

WHEREAS, the Board determined that the height variance requested by the applicant can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zone plan and zoning ordinance of the City of Asbury Park and will be in substantial compliance with the CBD redevelopment plan and applicable development and zoning ordinances of the City subject to compliance with Board imposed conditions hereinafter stated; and

WHEREAS, the Board after considering the testimony and exhibits has found the proposed site plan to be in substantial compliance with the foregoing ordinances subject to compliance with Board imposed conditions hereinafter stated.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the City of Asbury Park that the application for preliminary and final site plan and variance approval is hereby approved contingent upon the applicant complying with the following conditions:

1. All testimony, evidence and representations made by the applicant's witnesses are incorporated herein.
2. All signage proposed for the project will comply with the applicable CBD regulations which include the current UEZ guidelines.
3. The encroachments into any City ROW must be approved by the Mayor and City Council.
4. The applicant shall create and implement a maintenance plan for the "COR-TEN steel" being installed at the premises in order to prevent rust leakage onto the brick façade and sidewalks at the premises.
5. A 3,000 kelvin max output is imposed for all exterior light fixtures.

6. All submitted plans must be amended if necessary, to be consistent with the approved architectural and engineering plans and be submitted to the Board Engineer and Planner for review and approval.
7. The applicant shall install fixture "A" on both sides of the building at a height of 9 feet.
8. The applicant shall install glass in the residential doorway and transom above the door.
9. The applicant shall make the required financial contribution to the City Parking Fund for the 14 on-site parking spaces not provided in this application.
10. All proposed roof leaders shall connect to a City inlet.
11. If possible, the applicant shall move the proposed bollards in 6" (within 3" of the building).
12. Exterior lighting shall be on from dusk until dawn.
13. The applicant shall install planters on the western side of the building at the corner entrance for safety from vehicular conflicts as represented to the Board at the May 2019 meeting.
14. The applicant shall replace the street tree.
15. The applicant shall install bicycle rack(s) as requested by the Board at the May 2019 meeting.
16. No satellite dishes will be installed on the exterior of the premises at any time.
17. The applicant will be required to post performance bonds and pay all inspection fees for the project for all inspections that are conducted by the City of Asbury Park personnel or its designees and/or other governmental agencies with jurisdiction over this project.
18. This approval is subject to the applicant complying with the outstanding conditions and/or recommendations of the Board Engineer and/or Board Planner for this project if any.
19. This project is approved subject to the applicant submitting proposed landscape plans for the project to the Shade Tree Commission for recommendations of the type of plantings to be planted at the site.
20. The applicant shall construct or contribute funds for its share of on-site and off-site improvements established by the City pursuant to the CBD Plan and City Ordinances as directed by the City Engineer and other applicable City agencies having jurisdiction over projects within the CBD Zone.
21. The applicant shall comply with the sign and façade requirements for the District in accordance with UEZ guidelines.
22. The applicant shall enter into a developer or redevelopers agreement as determined by the City Engineer and the other applicable City agencies having jurisdiction over projects within the CBD Zone if required by the CBD plan.
23. The applicant shall pay the appropriate water and sewer connection fees as determined by the City Engineer pursuant to ordinance.
24. This approval is subject to the approval of any other County, State or Federal Agency having jurisdiction over the project. In the event any

other agency having jurisdiction over the project alters the plans and/or approval given to the project by the Planning Board of the City of Asbury Park the applicant shall so notify the Board and will present to the Board said approvals for review and approval by the Board.

20. Taxes, fees and escrow accounts shall be kept current.
21. The applicant will adhere to the findings of fact set forth above.
22. The applicant agrees to comply with the recommendations of the City Fire Official for the project if any.
23. The applicant shall be responsible for publishing a notice of approval of this project in the Asbury Park Press and submitting proof thereof to the Board Secretary.

A Motion to approve the application subject to compliance with the foregoing conditions was offered by Councilwoman Yvonne Clayton and seconded by Michael Manzella.

The members of the Board who may vote to adopt this Resolution of memorialization are those members who voted in favor of the motion to approve the application. Those members are: Councilwoman Yvonne Clayton, Michael Manzella, Mayor John Moor, Jennifer Souder, Alexis Taylor and Barbara Krzak.

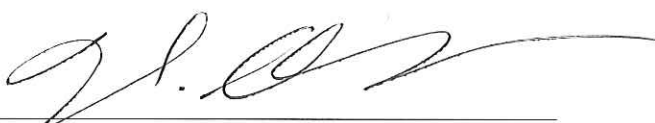
Jim Henry voted against the approval of this application.

Ayes: Mayor John Moor, Councilwoman Yvonne Clayton, Michael Manzella, Jennifer Souder, Alexis Taylor and Barbara Krzak.

Nays:

Abstain:

September 9, 2019.


 Irina Gasparyan, Board Secretary

I certify this to be a true copy of the Resolution adopted by the City of Asbury Park Planning Board on September 9, 2019.


 Irina Gasparyan, Board Secretary



**Asbury Park, New Jersey
ORDINANCE NO. 2020-2**

**AN ORDINANCE ESTABLISHING SALARIES OF CERTAIN EMPLOYEES WITHIN
THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NJ**

WHEREAS, the City has determined that the addition of the following position is required for the efficient operation of the City.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park that the following Title and Annual Salaries be established as

	Minimum	2020 Maximum
Plumbing Inspector	\$40,000	\$85,000
Building Inspector	\$40,000	\$85,000

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon final passage and publication in accordance within the law.

I, MELODY HARTSGROVE, Deputy 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. 2020-2 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, February 12, 2020
WORK SESSION

Announcement by the City Clerk

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

Proclamation Recognizing The Light of Day Foundation

Mayor and Council presented the Light of Day Foundation with Asbury Underground a Proclamation recognizing all of the great work they have done over the last 20 years in the fight for Parkinson disease.

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

1. Snow Plow 2nd Place Winner-Tyron Vinson

Mayor and Council presented Tyron Vinson, the second place award for the NJIFF Snow Plow Rodeo.

Special Event Applications

Leesha Flyod reviewed the special event applications with Mayor and Council.

Items to be presented :

1. Presentation by Census Complete Count Committee

Beatrice Oesterheld, Executive Director of Community Affairs & Resource Center (CARC) gave a presentation on the importance of everyone being counted in the upcoming Census 2020.

2. Presentation by Sackman Enterprises, LLC of proposed projects at 700 Monroe Avenue and 316 Main Street and requests for Amendments to the Main Street Redevelopment and Central Business District Redevelopment Plans

Andrew Karas, Esq. On behalf of Sackman Enterprises presented two proposed projects to Mayor & Council located at 700 Monroe and 316 Main Street that would require Plan Amendments.

Review of Agenda Items for February 12 th Regular Meeting

City Manager Vieiro, reviewed the agenda for the February 12th Regular Meeting.

Matters from City Council

Council Member Chapman, stated the Deal lake Commission is holding two upcoming presentations on February 20th at 7:00 PM located at Interlaken Town Hall Invasive Weeds reasons and methods to treat and on Febraury 26th at Asbury park City hall at 6:00 Pm Water Quality and Restoration 319 Grant. Chamber Carousel Awards will be held on May 8th and the 2020 honorees are as follows: Pastors Lyddale & Traci Akins, Tomm Pivinski, Words Book Store, Leesha Flyod & Cassandra Dickerson, Gary Mottola, Jimmy Bruno.

Council Member Clayton, sated the Public Library is holding a get your taxes done for free on Fridays from 9:00 am -11:30 am and on Saturdays from 10:00 am-2:00 pm. Dog License are due and to avoid a late fee please get your dog licensed before March 1st, Asbury Park Public Library is having a Art Exhibit and Presentation for African-American History Month on Tuesday February 18th, the art exhibit will begin at 2:00pm and the presentation begins at 6:00 pm.

Council Member Kendle, stated the Asbury park Police is currently accepting applications for the position of Special Law enforcement Officer Class 1, apply by February 29th. City hall will be closed on February 14 and February 17th in observance of Presidents Day.

Deputy Mayor Quinn, stated expanded parking hours at the 605 Bangs Ave Garage are on Fridays 6;00pm-midnigt and on Saturdays 8:30am-2:30 am and Sundays from 8:00am -midnight. The Beach Department has Lifeguard and EMT positions open and you can apply at www.cityofasburypark.com/beachpatrol.com

Mayor Moor stated, Cooking with Heart will be held at the Second Baptist Church on Saturday February 29th from 10:30-11:30 am. Join Kula Cafe as they serve up heart healthy recipes to start the year off right. Discover Jersey Arts 2020 is conducting a contest and you can vote online and add some local places. The Library Board has a opening please apply online or at the Clerk's office.

Matters from City Manager

City Manager Vieiro, stated no matters at this time.

Matters from City Attorney

City Attorney Raffetto, stated he had no matters at his time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk

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

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



JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
EILEEN CHAPMAN, COUNCILPERSON
YVONNE CLAYTON, COUNCILPERSON
JESSE KENDLE, COUNCILPERSON

MICHAEL N. CAPABIANCO, CITY MANAGER
CINDY A. DYE, RMC, CITY CLERK

REQUEST TO AMEND A REDEVELOPMENT PLAN APPLICATION FORM

1. APPLICANT INFORMATION:

Name: 316 Main Avenue, LLC

Address: c/o Sackman Enterprises, Inc. 165 W. 73rd Street, New York, NY 10023

Phone #: 212-595-5565 Fax: _____

Email: c.sackman@sackman.com

2. PRESENT OWNER (If not applicant):

Name: Same

Address: _____

Phone #: _____ Fax: _____

Email: _____

3. PROPERTY INFORMATION:

Address: 316 Main Street

Block: 2508 Lot 1

Existing Use: Mixed-Use Proposed Use: Mixed-Use

Redevelopment Area and Area Subdistrict*: CBD Redevelopment Zone, Mixed-Use District

4. ATTORNEY INFORMATION:

Name: Andrew J. Karas, Esq. c/o Fox Rothschild, LLC

Address: 49 Market Street, Morristown, NJ 07960

Phone #: 973-548-3332 Fax: 973-992-9125

Email: akaras@foxrothschild.com

6. Has the required escrow for anticipated expenses for meeting costs; and, professional services related to review of the application and preparation any reports, resolutions and ordinances of \$3,000 been submitted? (Applications will not be reviewed until the required escrow deposit has been received. At conclusion of the plan amendment procedure, remaining escrow funds will be returned to the applicant.)
yes _____
7. Has the information shown in the application submission checklist been submitted? (Applications will not be reviewed until the required submissions have been received.)
yes _____

Applicant Signature

Applicant Name (please print)

Date

APPLICATION SUBMISSION CHECKLIST**

- Completed Application Form
- Escrow deposit of \$3,000
- A precise written description of the proposed amendment to the redevelopment plan, including proposed uses, and the nature of any deviations from the redevelopment plan requested.
- Conceptual plans to describe the amendment requested and any other deviations required. These can include a sketch site plan and floor plans. Plans need not be prepared by a licensed professional, but must be of sufficient detail to describe the amendment proposed.

**Requests to amend the Waterfront Redevelopment Plan must have the consent of the Master Developer of the Waterfront Redevelopment Area.*

***City professionals and the Mayor and Council may request additional information that will help them complete their review.*

THE PLAN AMENDMENT PROCESS

Within a redevelopment area, “d” type variances (also known as use variances) are not permitted. However, if a use or “d” type variance is necessary for a particular development or redevelopment project is proposed by an applicant, the applicant has the option of approaching the Mayor and Council to request that a redevelopment plan be amended to allow for the project as proposed.

The process for amending a redevelopment plan is as follows:

- A formal application is submitted to the Department of Planning and Redevelopment. Department professionals will review the application, and prepare a report for the Mayor and Council, with copies provided to the applicant.
- The Mayor and Council review the request for the amendment at a public meeting and determine if the request merits additional consideration. If the Council believes that it does, the proposed amendment gets forwarded to the Planning Board for the Board’s review as required by the Local Redevelopment and Housing Law. This referral to the Planning Board is done by resolution of the Mayor and Council.
- The Planning Board then reviews the request at one of their meetings, and makes comments and recommendations on the proposal, which are forwarded to the Council. The Planning Board’s comments and recommendations are sent to Council in the form of a report adopted by resolution.
- The Council then reviews the Board’s comments and recommendations, and decides whether the redevelopment plan should be amended. If the Council decides yes it should, an ordinance to amend the plan must be introduced. At a subsequent meeting, a public hearing on the ordinance is held and voted upon after public comment.

DESCRIPTION OF PROPOSED PLAN AMENDMENT

316 Main Avenue, LLC is the owner of property located at 316 Main Street, Asbury Park, New Jersey (Block 2508, Lot 1) ("316 Main Street"). There presently exists on the property a two-story building with retail/commercial uses on the ground floor and residential dwellings on the second floor. The site measures 8,222 SF. The property is located in the CBD Mixed-Use District of the CBD Redevelopment Zone.

316 Main Avenue, LLC seeks to redevelop the property to erect three floors of additional residential apartments for a total of four floors of residential apartments. The ground-floor will retain retail space. A portion of the ground-floor will also accommodate a new parking area. Additional parking will also be created in a new basement. To alleviate curb cuts for driveway and the elimination of on-street parking spaces, access to the parking will be through the existing building at 700 Bangs Avenue. In turn, the following amendments are sought for the Redevelopment Plan:

HEIGHT: 55 ft.

PARKING: 1 space per unit.

316 Main Street Project Review

Project: 316 Main Street, Asbury Park
Date: 1/17/20
Address: 316 Main Street, Asbury Park, NJ 07712
Block: 2508 **Lot:** 1
Ownership Entity: 316 Main Avenue Realty, LLC

Summary

- Five-story Mixed-Use construction (4 over 1 with basement)
 - Basement - Parking
 - First Floor – Commercial, Lobby, Parking
 - Floors 2- 5 – Residential Apartments
 - Mixed-Income Residential Apartment Units (90/10) with 30 Year LTTE (Redeveloper Agreement and Finance Agreement)

Plan Amendments Requested (Central Business District)

- Height 55'
- Parking 1 space per market rate residential apartment unit

Square Footage and Unit Counts

- Total Building Square Footage: 32,457 SF
- Building Footprint – 8,222 SF
 - Commercial – 2,788 SF
 - Residential – 24,235 SF

Residential Units – 32 Rental Apartments

- 24 – 1 Bedroom (75%)
- 8 – 2 Bedroom (25%)

Market Rate – 29 Units (90.63%)

- 22 – 1 Bedroom
- 7 – 2 Bedroom

Affordable – 3 Units (9.38%)

- 2 – 1 Bedroom
- 1 – 2 Bedroom

Parking

- Residential (1 space per studio/1 space per 1+ bedroom unit) = 36
- Commercial (Existing) = 0
- *Total Required – 36 Spaces*
- *Proposed - 32 Spaces*





OCA ARCHITECTS, INC.

Architecture | Interiors | Planning | Engineering

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Newark, NJ 07103

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Fax. 973.732.0657

www.oa-archplan.com

MEMBER OF THE AMERICAN INSTITUTE OF ARCHITECTS

Obi Agudosi

NJ-AI 10159

CLIENT:

Owner

PROJECT TEAM:

Architect:

OCA Architects, Inc.

211 Warren Street, Suite 218

Newark, NJ 07103

316 MAIN ST

Enter address here
City, State Zip

CLIENT: Owner

REV DATE DESCRIPTION

DESIGN DELIVERABLE: Project Status

ISSUE DATE: Issue Date

DRAWN BY: Author

CHECKED BY: Checker

PROJECT NUMBER:

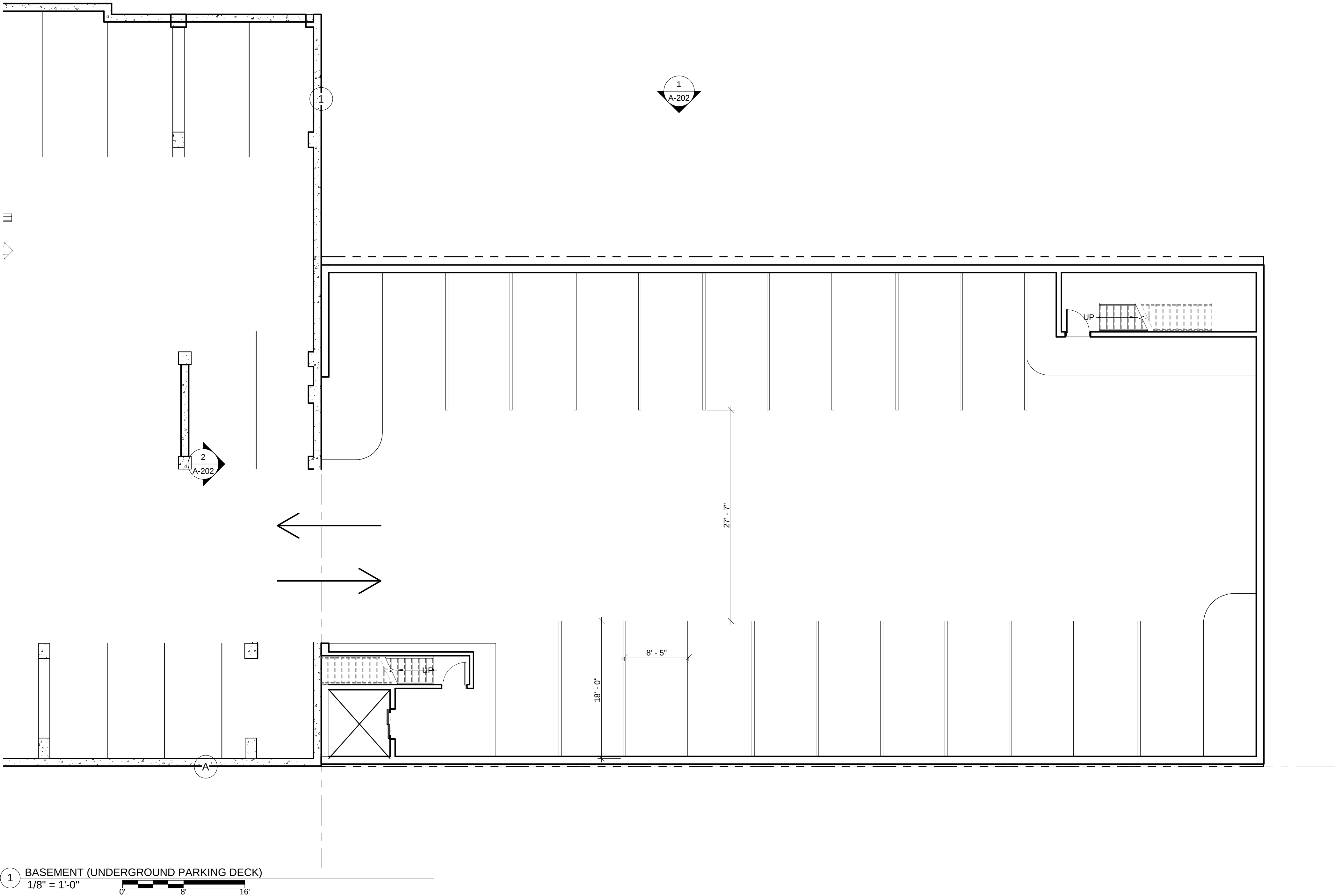
P19-006

SHEET TITLE:

BASEMENT PLAN

SHEET NUMBER:

A-100



1 BASEMENT (UNDERGROUND PARKING DECK)

1/8" = 1'-0"



Parking Schedule		
Level	Type	Count

BASEMENT (UNDERGROUND PARKING DECK)	8' 5" x 18' - 90 deg	21
1ST FLOOR	8' 5" x 18' - 90 deg	11

Grand total: 32



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Obi Agudosi NJ-AI 10159

CLIENT:

Owner

PROJECT TEAM:

Architect:
OCA Architects, Inc.
211 Warren Street, Suite 218
Newark, NJ 07103

316 MAIN ST

Enter address here
City, State Zip
CLIENT: Owner

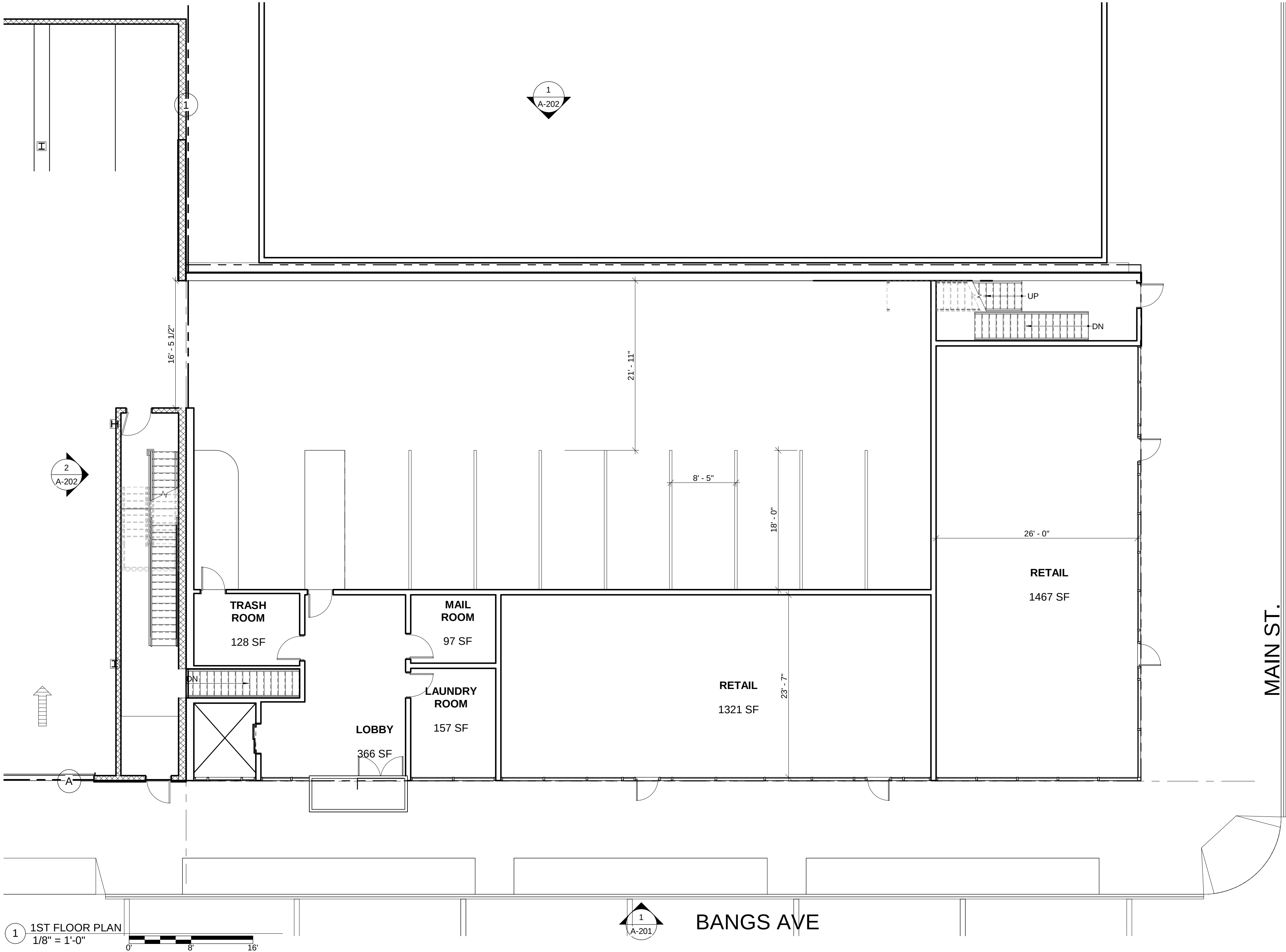
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DESIGN DELIVERABLE:	Project Status
ISSUE DATE:	Issue Date
DRAWN BY:	Author
CHECKED BY:	Checker

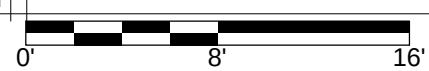
PROJECT NUMBER:
P19-006

SHEET TITLE:
1ST FLOOR PLAN

SHEET NUMBER:
A-101



1 1ST FLOOR PLAN
1/8" = 1'-0"



Parking Schedule		
Level	Type	Count

BASEMENT (UNDERGROUND PARKING DECK)	8' 5" x 18' - 90 deg	21
1ST FLOOR	8' 5" x 18' - 90 deg	11

Grand total: 32



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Obi Agudos

NJ-AI 10159

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CLIENT:

Owner

PROJECT TEAM:

Architect:

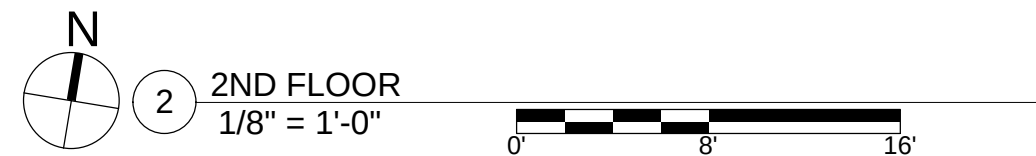
UCA Architects, Inc.
311 W. 6th St., Suite 210

211 Waller Street, Suite 218
Newark, NJ 07102

316 MAIN ST

Enter address here
City State Zip

CLIENT: Owner



2ND FLOOR		
1 BEDROOM	6	3945 SF
2 BEDROOM	2	2116 SF

4TH FLOOR		
1 BEDROOM	6	3945 SF
2 BEDROOM	2	2113 SF

5TH FLOOR		
1 BEDROOM	6	3945 SF
2 BEDROOM	2	2113 SF

Grand total: 32

24235 SF

REV	DATE	DESCRIPTION

DESIGN DELIVERABLE: Project Status

DESIGN DELIVERABLE: Project Status

ISSUE DATE: Issue Date

DRAWN BY: Author

SUBJECTS

PROJECT NUMBER

P19-006

SHEET TITLE:

2ND-5TH FLOOR PLAN

SHEET NUMBER:

A-102

Architecture | Interiors | Planning | Engineering

Newark, NJ 07103

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Obi Agudosi NJ-AI 10159

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CLIENT:

Owner

PROJECT TEAM:

Architect:
OCA Architects, Inc.
211 Warren Street, Suite 218
Newark, NJ 07103

316 MAIN ST

Enter address here
City, State Zip
CLIENT: Owner

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DESIGN DELIVERABLE: Project Status

ISSUE DATE: Issue Date

ISSUE DATE: _____

DRAWN BY: _____

DRAWN BY:	Author
CHECKED BY:	Student

PROJECT NUMBER

P19-006

SHEET TITLE:

EXTERIOR ELEVATIONS

SHEET NUMBER:

A-201



1 SOUTH ELEVATION (BANGS AVE)
1/8" = 1'-0"



2 3D View 6



3 EAST ELEVATION (MAIN STREET)
1/8" = 1'-0"



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ARCHITECTS

Obi Agudosi

NJ-AI 10159

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND SEALED BY ARCHITECT

CLIENT:

MONROE AVE REALTY
LLC

PROJECT TEAM:	
---------------	--

Architect:
OCA Architects, Inc.
211 Warren Street, Suite 218
Newark, NJ 07103

700 MONROE AVE.

DEVELOPMENT

510 MAIN ST.
ASBURY PARK, OCEAN TOWNSHIP, NJ
CLIENT: MONROE AVE REALTY LLC

Attachment: 700 Monroe Ave Floorplans (2020-3 : Presentation by Sackman Enterprises, LLC of proposed projects at 700 Monroe Avenue and 316 Main St.)

[illegible]

DESIGN DELIVERABLE: SKEMATIC

DESIGN DELIVERABLE: SKEMATIC

ISSUE DATE: 7/26/201

DRAWN BY: Author

DRAWN BY:	Author
CHECKED BY:	Student

CHECKED BY:	Checker

PROJECT NUMBER:

P19-001

SHEET TITLE:

FLOOR PLAN - BASE

FLOOR PLAN - BASE/

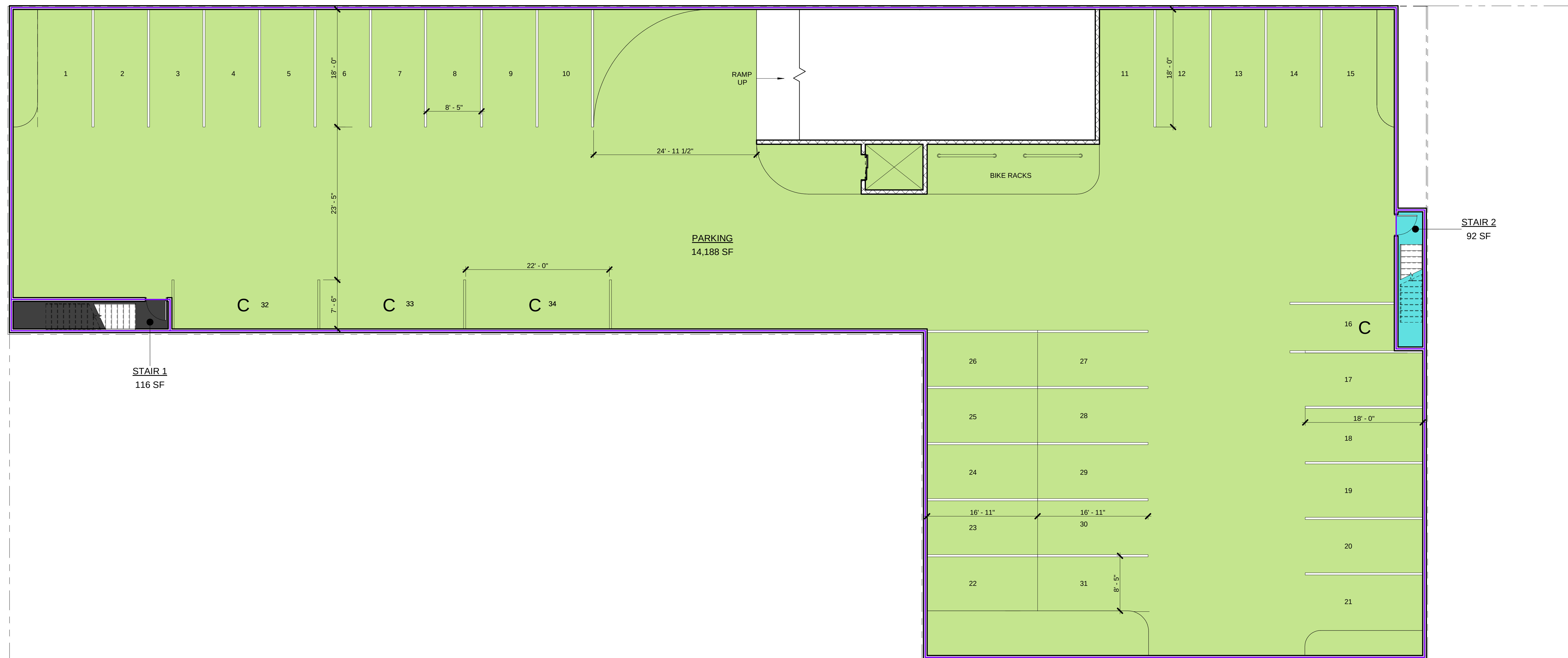
SHEET NUMBER:

A 100

A-100

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Packet Pg. 15



② BASEMENT
1/8" = 1'-0"

PARKING SCHEDULE	
Type	Count
7.5' x 16' - Compact Space 2	1
7.5' x 22' - Compact Space	6
8.5' x 15' - 90 deg	2
8.5' x 17' - 90 deg	16
8.5' x 18' - 90 deg	30
9' x 18' - 90 deg - Handicap	2
Grand total	57

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Obi Agudosi NJ-AI 10159

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND SEALED BY ARCHITECT

CLIENT:

MONROE AVE REALTY
LLC

PROJECT TEAM:

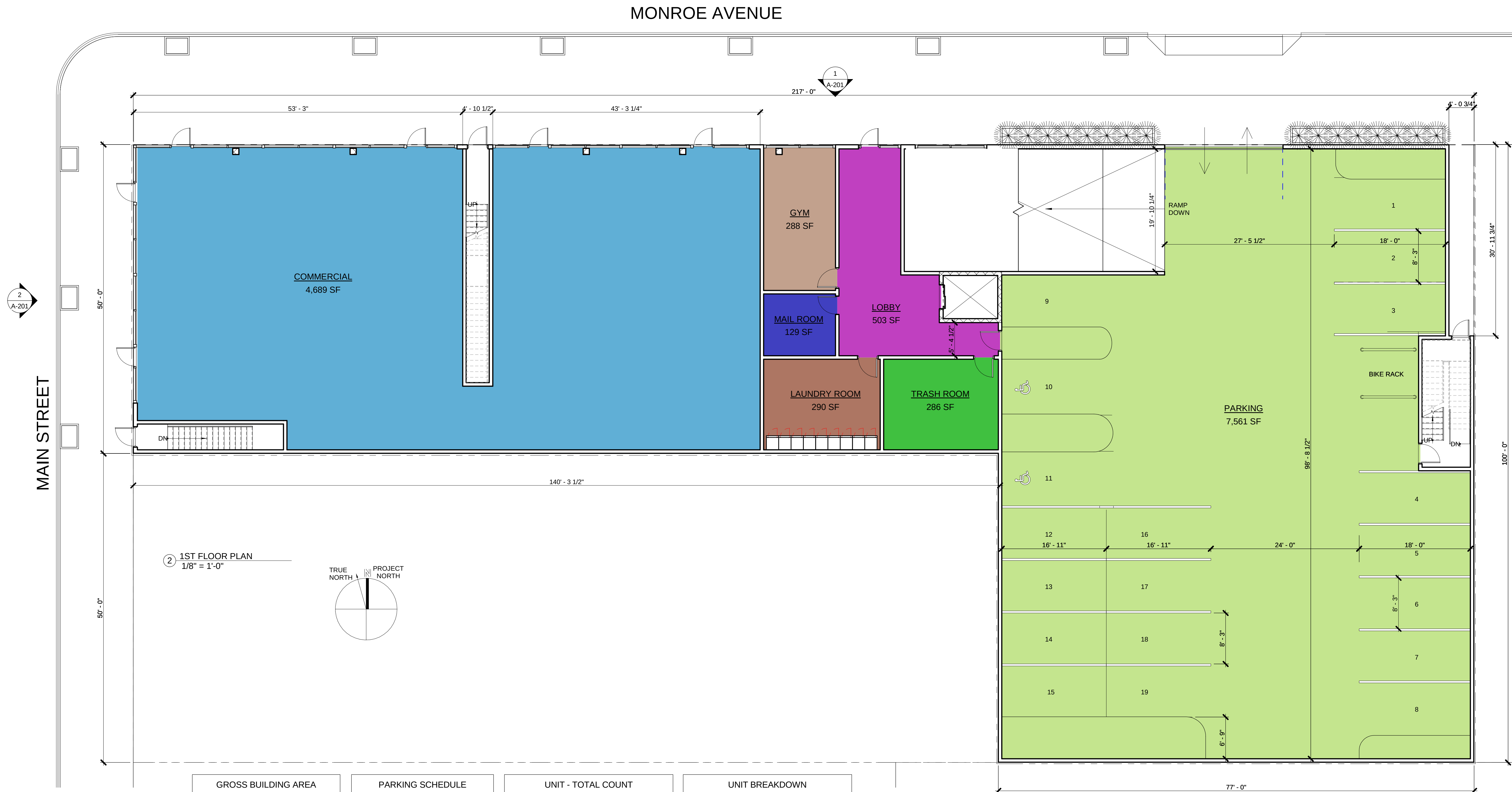
Architect:
OCA Architects, Inc.
211 Warren Street, Suite 218
Newark, NJ 07103

700 MONROE AVE.

DEVELOPMENT

510 MAIN ST.
ASBURY PARK, OCEAN TOWNSHIP, NJ
CLIENT: MONROE AVE REALTY LLC

Attachment: 700 Monroe Ave Floorplans (2020-9 : Presentation by Sackman Enterprises, LLC of proposed projects at 700 Monroe Avenue and 316 Main St.)



GROSS BUILDING AREA	
Name	Area
1ST FLOOR	14,412 SF
2ND FLOOR	13,682 SF
3RD FLOOR	13,668 SF
4TH FLOOR	13,681 SF
5TH FLOOR	13,680 SF
ROOF	2,910 SF
Grand total	72,033 SF

PARKING SCHEDULE	
Type	Count
7.5' x 16' - Compact Space 2	1
7.5' x 22' - Compact Space	6
8.5' x 15' - 90 deg	2
8.5' x 17' - 90 deg	16
8.5' x 18' - 90 deg	30
9' x 18' - 90 deg - Handicap	2
Grand total	57

UNIT - TOTAL COUNT		
Name	Unit Count	Area
STUDIO	11	7,102 SF
ROOF	2	10,796 SF
LOFT	5	2,241 SF
CORRIDOR	4	4,657 SF
2 BEDROOM	16	19,263 SF
1 BEDROOM	33	21,215 SF
Grand total	71	65,275 SF

UNIT BREAKDOWN		
Name	Unit Count	Area
2ND FLOOR		
1 BEDROOM	11	7,040 SF
2 BEDROOM	4	4,775 SF
CORRIDOR	1	1,137 SF
3RD FLOOR		
1 BEDROOM	11	7,094 SF
2 BEDROOM	4	4,833 SF
CORRIDOR	1	1,166 SF
4TH FLOOR		
2 BEDROOM	4	4,828 SF
CORRIDOR	1	1,179 SF
STUDIO	11	7,102 SF
5TH FLOOR		
1 BEDROOM	11	7,081 SF
2 BEDROOM	4	4,827 SF
CORRIDOR	1	1,176 SF
ROOF		
LOFT	5	2,241 SF
ROOF	2	10,796 SF
Grand total	71	65,275 SF



OCA ARCHITECTS, INC.

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www.oca-archplan.com

MEMBER OF THE AMERICAN INSTITUTE OF ARCHITECTS

Obi Agudosi NJ-AI 10159

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND SEALED BY ARCHITECT

CLIENT:

MONROE AVE REALTY
LLC

PROJECT TEAM:

Architect:
OCA Architects, Inc.
211 Warren Street, Suite 218
Newark, NJ 07103

700 MONROE AVE.

DEVELOPMENT

510 MAIN ST.
ASSURY PARK, OCEAN TOWNSHIP, NJ
CLIENT: MONROE AVE REALTY, LLC

REV DATE DESCRIPTION

DESIGN DELIVERABLE: SKEMATIC

ISSUE DATE: 7/26/2019

DRAWN BY: JR

CHECKED BY: OA

PROJECT NUMBER:

P19-001

SHEET TITLE:

FLOOR PLAN - 2ND FLOOR

SHEET NUMBER:

A-102



1 2ND FLOOR PLAN
1/8" = 1'-0"

UNIT LEGEND

- 1 BEDROOM
- 2 BEDROOM
- CORRIDOR

UNIT BREAKDOWN		
Name	Unit Count	Area

2ND FLOOR		
1 BEDROOM	11	7,040 SF
2 BEDROOM	4	4,775 SF
CORRIDOR	1	1,137 SF
3RD FLOOR		
1 BEDROOM	11	7,094 SF
2 BEDROOM	4	4,833 SF
CORRIDOR	1	1,166 SF
4TH FLOOR		
2 BEDROOM	4	4,828 SF
CORRIDOR	1	1,179 SF
STUDIO	11	7,102 SF
5TH FLOOR		
1 BEDROOM	11	7,081 SF
2 BEDROOM	4	4,827 SF
CORRIDOR	1	1,176 SF
ROOF		
LOFT	5	2,241 SF
ROOF	2	10,796 SF
Grand total	71	65,275 SF



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CLIENT:

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LLC

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Architect:
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211 Warren Street, Suite 218
Newark, NJ 07103

700 MONROE AVE.

DEVELOPMENT

510 MAIN ST.
ASSURY PARK, OCEAN TOWNSHIP, NJ
CLIENT: MONROE AVE REALTY, LLC

REV DATE DESCRIPTION

DESIGN DELIVERABLE: SKEMATIC

ISSUE DATE: 7/26/2019

DRAWN BY: Author

CHECKED BY: Checker

PROJECT NUMBER:

P19-001

SHEET TITLE:
FLOOR PLAN - 3RD FLOOR

SHEET NUMBER:

A-103



1 3RD FLOOR PLAN
1/8" = 1'-0"

UNIT LEGEND

- 1 BEDROOM
- 2 BEDROOM
- CORRIDOR

UNIT BREAKDOWN - 3RD FLOOR		
Name	Unit Count	Area

3RD FLOOR		
CORRIDOR	1	1,166 SF
2 BEDROOM	4	4,833 SF
1 BEDROOM	11	7,094 SF
Grand total	16	13,093 SF

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CLIENT:

MONROE AVE REALTY
LLC

PROJECT TEAM:

Architect:
OCA Architects, Inc.
211 Warren Street, Suite 218
Newark, NJ 07103

700 MONROE AVE.

DEVELOPMENT

510 MAIN ST.
ASBURY PARK OCEAN TOWNSHIP NJ

CLIENT: MONROE AVE REALTY LLC

Attachment: 700 Monroe Ave Floorplans (2020-9 : Presentation by Sackman Enterprises, LLC of proposed projects at 700 Monroe Avenue and 316 Main St.)



① 4TH FLOOR PLAN
1/8" = 1'-0"

UNIT LEGEND

-  2 BEDROOM
 CORRIDOR
 STUDIO

UNIT BREAKDOWN - 4TH FLOOR		
Name	Unit Count	Area

4TH FLOOR		
STUDIO	11	7,102 SF
CORRIDOR	1	1,179 SF
2 BEDROOM	4	4,828 SF
Grand total	16	13,109 SF

[illegible]

DESIGN DELIVERABLE:	SKEMATIC
ISSUE DATE:	7/26/2019
DRAWN BY:	Author
CHECKED BY:	Checker

PROJECT NUMBER:

P19-001

SHEET TITLE:

FLOOR PLAN - 4TH FLOOR

FLOOR PLAN - 4TH FLOOR

SHEET NUMBER:

A 104

A-104

[illegible]

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CLIENT:

MONROE AVE REALTY
LLC

PROJECT TEAM:	
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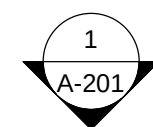
Architect:
OCA Architects, Inc.
211 Warren Street, Suite 218
Newark, NJ 07103

700 MONROE AVE.

DEVELOPMENT

510 MAIN ST.
ASBURY PARK, OCEAN TOWNSHIP, NJ

F: MONROE AVE REALTY LLC	Attachment: 700 Monroe Ave Floorplans (2020-9) : Presentation by Sackman Enterprises, LLC of proposed projects at 700 Monroe Avenue and 316 Main St.)
--------------------------	--



1 5TH FLOOR PLAN
1/8" = 1'-0"

UNIT BREAKDOWN - 5TH FLOOR		
Name	Unit Count	Area

5TH FLOOR		
CORRIDOR	1	1,176 SF
2 BEDROOM	4	4,827 SF
1 BEDROOM	11	7,081 SF
Grand total	16	13,084 SF

[illegible]

REV	DATE	DESCRIPTION
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DESIGN DELIVERABLE: SKEMATIC

ISSUE DATE: 7/26/201

DRAWN BY: Author

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CHECKED BY:	Bl. A.

P19-001

SHEET TITLE:
FLOOR PLAN - 5TH FLOOR

SHEET NUMBER:

A-105



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CLIENT:

MONROE AVE REALTY
LLC

PROJECT TEAM:

Architect:

OCA Architects, Inc.

211 Warren Street, Suite 218

Newark, NJ 07103

700 MONROE AVE.

DEVELOPMENT

510 MAIN ST., OCEAN TOWNSHIP, NJ

CLIENT: MONROE AVE REALTY, LLC

REV	DATE	DESCRIPTION

DESIGN DELIVERABLE: SKEMATIC

ISSUE DATE: 7/26/2019

DRAWN BY:

Author

CHECKED BY:

Checker

PROJECT NUMBER:

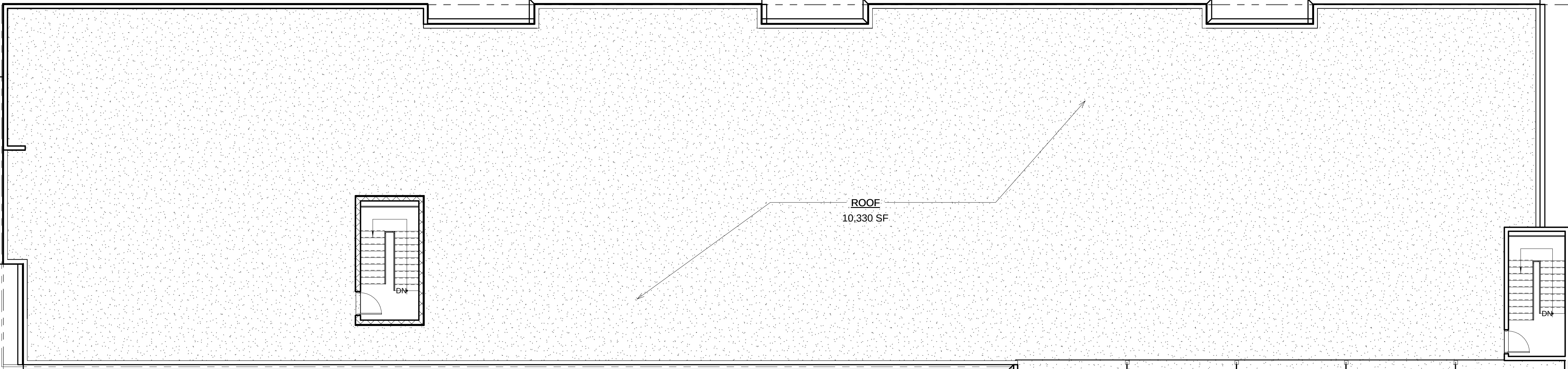
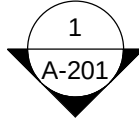
P19-001

SHEET TITLE:

FLOOR PLAN - MEZZANINE / MAIN

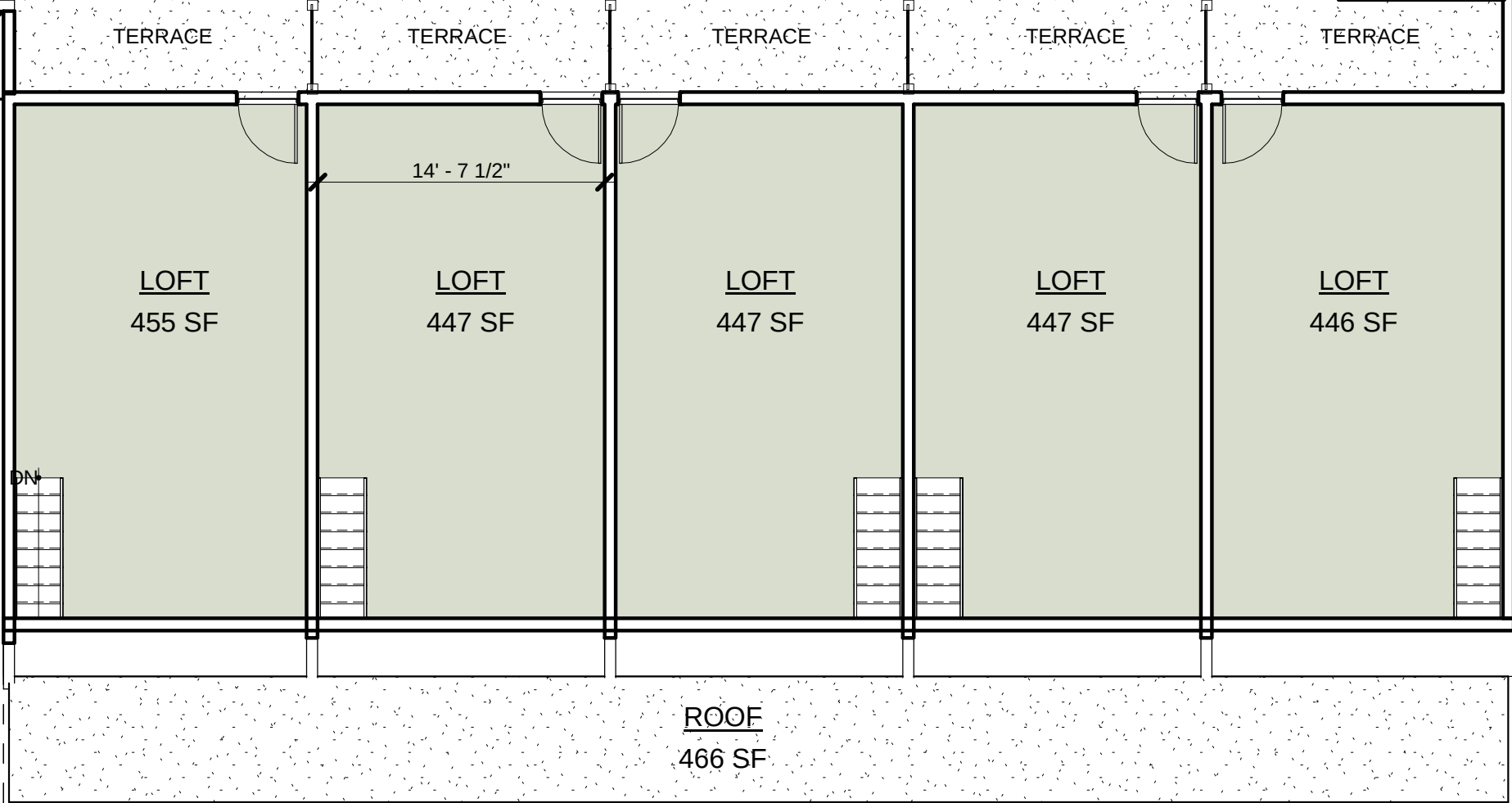
SHEET NUMBER:

A-106



UNIT LEGEND

- LOFT
- ROOF



1 MEZZANINE / MAIN ROOF PLAN
1/8" = 1'-0"



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CLIENT:

MONROE AVE REALTY
LLC

PROJECT TEAM:

Architect:
OCA Architects, Inc.
211 Warren Street, Suite 218
Newark, NJ 07103

700 MONROE AVE.

DEVELOPMENT

510 MAIN ST.
ASSBURY PARK, OCEAN TOWNSHIP, NJ
CLIENT: MONROE AVE REALTY, LLC

REV	DATE	DESCRIPTION
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DESIGN DELIVERABLE: SKEMATIC

ISSUE DATE: 7/26/2019

DRAWN BY: Author

CHECKED BY: Checker

PROJECT NUMBER:

P19-001

SHEET TITLE:

EXTERIOR ELEVATIONS

SHEET NUMBER:

A-201



① NORTH ELEVATION (MONROE AVE)
1/8" = 1'-0"



② WEST ELEVATION (MAIN ST)
1/8" = 1'-0"

700 Monroe Avenue Project Review

Project: 700 Monroe Avenue, Asbury Park
Date: 1/17/20
Address: 712 Monroe Avenue, Asbury Park, NJ 07712
Block: 2503 **Lots:** 1, 2, 3, 4, 5
Ownership Entity: Monroe Avenue Realty, LLC

Summary

- Five-story Mixed-Use construction (4 over 1 with basement)
 - Basement - Parking
 - First Floor – Commercial, Lobby, Parking
 - Floors 2- 5 – Residential Apartments with Penthouse Units on roof
 - Mixed-Income Residential Apartment Units (85/15) with 30 Year LTTE (Redeveloper Agreement and Finance Agreement)

Plan Amendments Requested (Main Street Redevelopment Area)

- Expansion of Redevelopment Area Lots 2, 3, 4, & 5
- Height 60' plus 20% roof allowance for penthouse units
- Parking .09 spaces per market rate apartment

Square Footage and Unit Counts

- Total Building Square Footage: 72,033 SF
- Building Footprint – 14,700 SF
 - Commercial – 4,689 SF
 - Residential – 65,275 SF

Residential Units – 60 Apartments

- 16 – 2 Bedroom (27%)
- 44 – 1 Bedroom (73%)

Market Rate – 51 Units (85%)

- 14 – 2 Bedroom
- 37 – 1 Bedroom

Affordable – 9 Units (15%)

- 2 – 2 Bedroom
- 7 – 1 Bedroom

Parking

- Residential (0.9 Spaces per Market Rate Residential Units (51)) = 46
- Commercial (2 Spaces per 1,000 SF (4,689 SF)) = 10
- *Total Required – 56 Spaces*
- *Proposed - 60 Spaces (57 Onsite and gain of 3 off street spaces)*



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

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



JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
EILEEN CHAPMAN, COUNCILPERSON
YVONNE CLAYTON, COUNCILPERSON
JESSE KENDLE, COUNCILPERSON

MICHAEL N. CAPABIANCO, CITY MANAGER
CINDY A. DYE, RMC, CITY CLERK

REQUEST TO AMEND A REDEVELOPMENT PLAN APPLICATION FORM

1. APPLICANT INFORMATION:

Name: Monroe Realty, LLC

Address: c/o Sackman Enterprises, Inc. 165 W. 73rd Street, New York, NY 10023

Phone #: 212-595-5565

Fax: _____

Email: c.sackman@sackman.com

2. PRESENT OWNER (If not applicant):

Name: same

Address: _____

Phone #: _____

Fax: _____

Email: _____

3. PROPERTY INFORMATION:

Address: 510 Main Street, 704-712 Monroe Ave

Block: 2503

Lot 1-5

Existing Use: parking lot; vacant residential dwelling
car repair shop

Proposed Use: See attached Rider

Redevelopment Area and Area Subdistrict*: Main Street Redevelopment Plan; Community Shopping Zone

4. ATTORNEY INFORMATION:

Name: Andrew J. Karas, Esq. c/o Fox Rothschild, LLC

Address: 49 Market Street, Morristown, NJ 07960

Phone #: 973-548-3332

Fax: 973-992-9125

Email: akaras@foxrothschild.com

6. Has the required escrow for anticipated expenses for meeting costs; and, professional services related to review of the application and preparation any reports, resolutions and ordinances of \$3,000 been submitted? (Applications will not be reviewed until the required escrow deposit has been received. At conclusion of the plan amendment procedure, remaining escrow funds will be returned to the applicant.)
yes _____
7. Has the information shown in the application submission checklist been submitted? (Applications will not be reviewed until the required submissions have been received.)
yes _____

Applicant Signature

Applicant Name (please print)

Date

APPLICATION SUBMISSION CHECKLIST**

- Completed Application Form
- Escrow deposit of \$3,000
- A precise written description of the proposed amendment to the redevelopment plan, including proposed uses, and the nature of any deviations from the redevelopment plan requested.
- Conceptual plans to describe the amendment requested and any other deviations required. These can include a sketch site plan and floor plans. Plans need not be prepared by a licensed professional, but must be of sufficient detail to describe the amendment proposed.

**Requests to amend the Waterfront Redevelopment Plan must have the consent of the Master Developer of the Waterfront Redevelopment Area.*

***City professionals and the Mayor and Council may request additional information that will help them complete their review.*

THE PLAN AMENDMENT PROCESS

Within a redevelopment area, “d” type variances (also known as use variances) are not permitted. However, if a use or “d” type variance is necessary for a particular development or redevelopment project is proposed by an applicant, the applicant has the option of approaching the Mayor and Council to request that a redevelopment plan be amended to allow for the project as proposed.

The process for amending a redevelopment plan is as follows:

- A formal application is submitted to the Department of Planning and Redevelopment. Department professionals will review the application, and prepare a report for the Mayor and Council, with copies provided to the applicant.
- The Mayor and Council review the request for the amendment at a public meeting and determine if the request merits additional consideration. If the Council believes that it does, the proposed amendment gets forwarded to the Planning Board for the Board’s review as required by the Local Redevelopment and Housing Law. This referral to the Planning Board is done by resolution of the Mayor and Council.
- The Planning Board then reviews the request at one of their meetings, and makes comments and recommendations on the proposal, which are forwarded to the Council. The Planning Board’s comments and recommendations are sent to Council in the form of a report adopted by resolution.
- The Council then reviews the Board’s comments and recommendations, and decides whether the redevelopment plan should be amended. If the Council decides yes it should, an ordinance to amend the plan must be introduced. At a subsequent meeting, a public hearing on the ordinance is held and voted upon after public comment.

DESCRIPTION OF PROPOSED PLAN AMENDMENT

Monroe Realty, LLC is the owner of property located at 510 Main Street and 704-712 Monroe Avenue, Asbury Park, New Jersey (Block 2503, Lots 1-5). There presently exists on the various properties a parking lot, a vacant residence, and a car repair shop. The combined lots measure 14,700 SF (0.34 acres). Presently, Lot 1 is located in the Main Street Redevelopment Zone, Community Shopping Zone. Lot 2 is in the B2 Zone and Lots 3, 4 and 5 are in the R1 Zone. As part of the application herein, Monroe Realty, LLC requests that Lots 2 through 5 be included in the Main Street Redevelopment Zone.

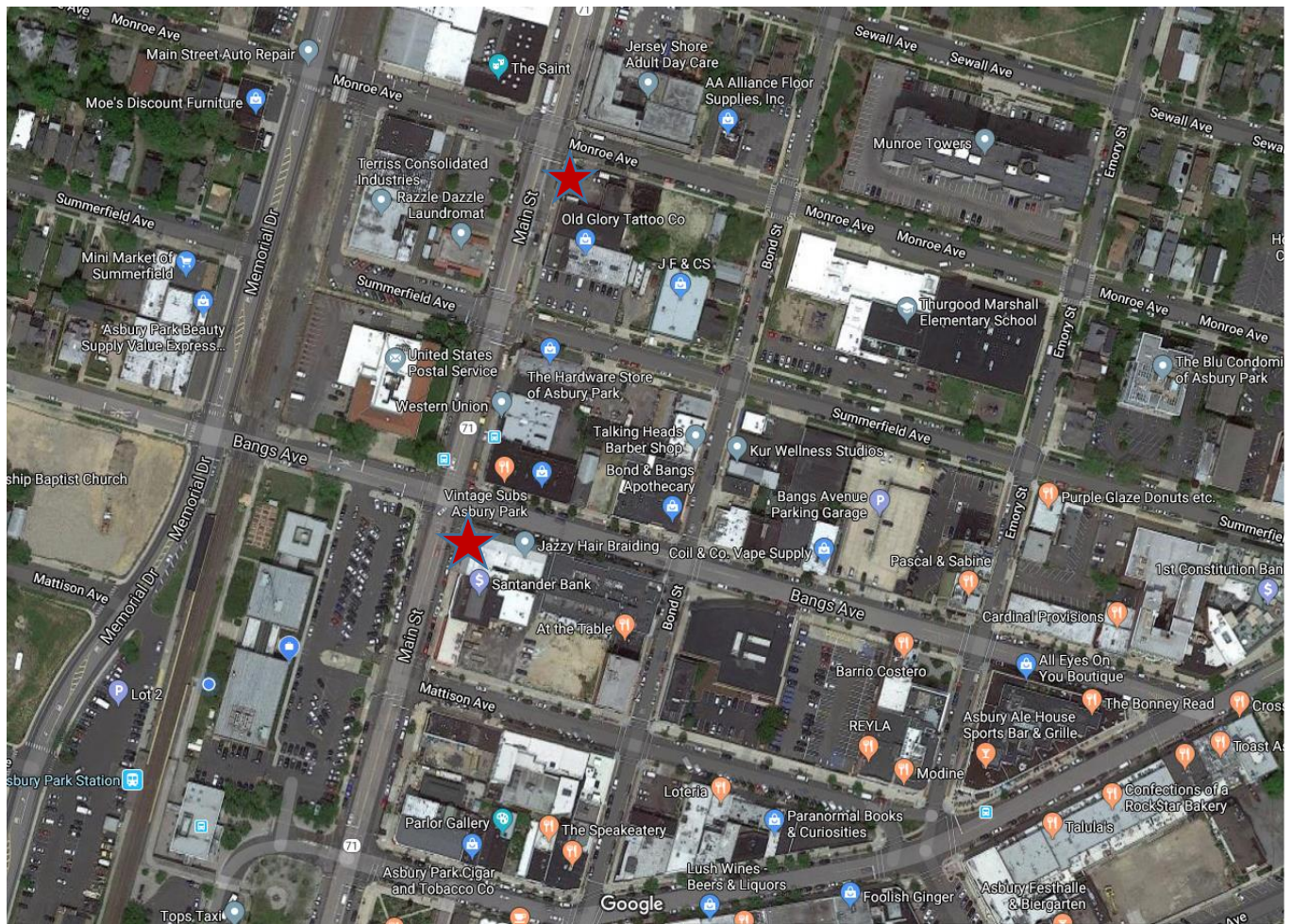
Monroe Realty, LLC seeks to develop the combined lots to erect a 5-story mixed-use building (42,451 SF), having a total of 60 residential units (36,807 SF) along with 5,644 SF of retail space on the ground floor. The proposed building will have penthouse pop-ups. The height of the proposed building at roof level is 59 ft. The height to the top of the penthouse pop-ups is 69 ft. and 9 inches. The permitted height in the Community Shopping Zone is 35 ft. or a maximum of 3 stories. A total of 57 parking spaces will be provided on site in a ground-floor and basement-level parking garage. Included in the proposed development are 9 low and moderate affordable housing units. In turn, the following amendments are sought for the Main Street Redevelopment Plan:

EXPANSION OF REDEVELOPMENT AREA: Block 2503, Lots 2 through 5 to be included in the redevelopment plan and the Community Shopping Zone.

HEIGHT: 60 ft. and a maximum of 5 stories, plus an additional 12 ft. for penthouses which do not exceed 20% of the total roof area.

PARKING: 0.9 spaces per unit

Presentation by Sackman Enterprises for two new proposed projects at 316 Main Street and 700 Monroe (which actually fronts Main Street). 316 Main Street is 32 units and 2788 square feet of Commercial Space and 700 Monroe is 60 apartments and 4689 square feet commercial space. 9% affordable housing is proposed for 316 Main Street and 15% affordable housing is proposed for 700 Monroe. Applicant is seeking redevelopment plan amendments for both projects as they both exceed the permitted height. 316 Main Street lies in the CBD Redevelopment Plan. 700 Monroe Avenue partially lies in the Main Street Redevelopment plan and partially in the B2, and the R1. The Main Street Plan will have to be extended to cover the total footprint for 700 Monroe.





Minutes
Meeting of the Municipal Council
Wednesday, February 12, 2020
REGULAR MEETING

Executive Session - 4:00 p.m.

2020-80 Resolution Authorizing a meeting which excludes the public

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

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

MINUTES

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

1. Executive Session Minutes of January 22, 2020
2. Municipal Council - Work Session - Jan 22, 2020 6:00 PM
3. Municipal Council - Regular Meeting - Jan 22, 2020 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

2020-81 Resolution Approving Special Event Applications

2020-82 Resolution Commemorating the Centennial of The Ratification of the 19th Amendment

2020-83 Resolution to Terminate Sewer Account Billing and Cancel Open Charges Block 1905 Lot 5 825 Dunlewy Street

2020-84 Resolution Authorizing Cancellation and Refund of Tax Sale Certificate #19-00210 due to Tax Overbill Block 3705 Lot 10.47 Qual. C0021

INDIVIDUAL RESOLUTIONS

2020-85 Resolution Approving Payment of Bills

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

2020-86 Temp. Budget Amend. 1

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

2020-87 Resolution Authorizing Purchase of Lumber and Hardware for Beach Lockers

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

2020-88 Resolution Authorizing Purchase of Speed Cushions

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

2020-89 Resolution Authorizing Purchase of New Rolling Door for the Department of Public Works

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

2020-90 Resolution Authorizing Purchase of Thermal Imaging Cameras for the Fire Department

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

2020-91 Resolution Authorizing the use of Contracts with Approved Omnia Partners Government Purchasing Alliance National Co-op Vendors

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

2020-92 Resolution Authorizing the Award of a Contract to The Firm of ARH, Inc. To Perform Special Projects Engineering Services.

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

2020-93 Resolution Authoring a Professional Services Contract to The Rodger's Group for Police Accreditation

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

2020-94 Resolution of the Mayor and City Council of The City of Asbury Park to Designate AP Triangle as a Subsequent Developer and to enter into a Subsequent Developer Agreement with AP Triangle, LLC for the development of a portion of the property located at Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4

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

2020-95 Awarding of a Contract to Millennium Communications Group for Yearly Support and Service

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

2020-96 A Resolution of The Mayor and Council of The City Of Asbury Park, Acting As The Redevelopment Entity, Granting Conceptual Approval To AP Triangle, LLC for the development of a portion of the property located at Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4, And Referring The Matter To The Planning Board For Appropriate Approvals

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

2020-97 A Resolution of the City of Asbury Park Releasing the Performance Bond for 1101 Ocean Avenue (Block 4002, Lot 1, FKA Block 176, Lot 1.02); and Accepting Maintenance Guarantee

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

2020-98 Appointing Members to the Zoning Board of Adjustment

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

2020-99 Authorizing the City of Asbury Park to Implement The Competitive Contracting Process to Procure Vendors To Operate A Concession Involving The Rental of Stand-Up Paddle Boards, Kayaks, And/or Other Recreational Devices to The Public In A Designated Area of The Deal Lake

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

2020-100 Authorizing the Execution of a Hold Harmless Agreement Between the City of Asbury Park and The Wall Township Board of Fire Commissioners Fire District 2.

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

2020-101 Adjusting Sewer Charges Due and Owed Relating to the Property Located at 615 Second Avenue(Block 2704, Lot 20).

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

ORDINANCES

Introduction

Second Reading/Public Hearing

2020-1 Authorizing the City of Asbury Park To Convey Easements To Permit Certain Limited Encroachments Into The Right-Of-Way Area (Including Air Space) including along Portions Of An Unnamed Alley, To Benefit The Property Located At 722-724 Cookman Avenue (Block 2405, Lot 1), Asbury Park, New Jersey.

A motion was made by Council Member Kendle and Seconded by Council Member Chapman to open the public hearing on Ordinance 2020-1 with all in favor. The following members of the public spoke: Rita Marano, a motion to close the public hearing on 2020-1 was made by Mayor Moor and seconded by Deputy Mayor Quinn with all in favor. Public hearing is closed on Ordinance 2020-1

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

2020-2 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:30 AM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk